

REGULAR CITY COUNCIL MEETING – AGENDA #5

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

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

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

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Introduction of New Employees

3B.2 Mayor's Proclamation of February 2025 as Black History Month in the City of Brooklyn Park

A. PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 CenterPoint Franchise Agreement Ordinance Second Reading

A. ORDINANCE – CENTERPOINT ENERGY FRANCHISE AGREEMENT

B. SUMMARY ORDINANCE

4.2 DEV21-120 (8708 Green Haven Dr. N.) subdivision of property into three single-family lots at 8708 Green Haven Dr. N.

A. RESOLUTION

B. LOCATION MAP

C. FINAL PLAT

4.3 Accept Bid and Award Contract for the Water Treatment Plant High Aeration Pump Replacement to Minnesota Mechanical Solutions Inc.

A. RESOLUTION

4.4 Approve a Contract with Marco Technologies LLC for the Lease of Multifunction Printing Devices

A. RESOLUTION

B. CONTRACT

4.5 Approve an Amendment to the Intensive Comprehensive Peace Officer Education and Training Grant from the Minnesota Department of Public Safety

A. RESOLUTION

B. BUDGET AMENDMENT

C. GRANT AMENDMENT

4.6 Approval of Minutes

- A. REGULAR CITY COUNCIL MEETING MINUTES, MAY 13, 2024
- B. REGULAR CITY COUNCIL MEETING MINUTES, MAY 28, 2024
- C. REGULAR CITY COUNCIL MEETING MINUTES, OCTOBER 28, 2024
- D. SPECIAL CITY COUNCIL MEETING MINUTES, NOVEMBER 18, 2024
- E. SPECIAL CITY COUNCIL MEETING MINUTES, DECEMBER 16, 2024

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 for Preliminary Allocation of Fiscal Year (FY) 2025/2026 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee
 - A. MARKETING FLYER FOR CDBG 2025
 - B. PUBLIC HEARING NOTICE
- 5.2** Public Hearing for Vacation of Easement Documents No. 3559368 and No. 3727273
 - A. RESOLUTION
 - B. BEASEMENT AREA – COUNTY DOCUMENT #3559368
 - C. EASEMENT DOCUMENT #3559368
 - D. EASEMENT AREA – COUNTY DOCUMENT #3727273
 - E. EASEMENT DOCUMENT #3727273

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

- 7.1** Update on Immigration Efforts – Council Direction
- 7.2** Request by Mayor Winston to Travel to and Attend the Mississippi Rivers and Towns Initiatives 2025 Capitol Meeting from March 5-7, 2025
 - A. TRAVEL POLICY
- 7.3** Followup to Request by Councilmember Maria Tran to Register for the National League of Cities Data Literacy for Electeds Self-guided Course

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

8. DISCUSSION ITEMS

None.

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. ADJOURNMENT

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

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.1	Meeting Date:	February 10, 2025
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>
Community Development		
Asma Jihad	January 13, 2025	Program Assistant III
Eliza Perkins	Feb 10, 2025	Environmental Health Specialist
Finance		
Molly Lopez	January 13, 2025	Assistant Finance Director
Police		
Kham "Xai" Vang	December 18, 2024	Detention Officer, FT
Daryl Brown	January 13, 2025	Detention Officer, FT
Denise Washington	January 21, 2025	Youth & Family Intervention Specialist, FT
Khadija Frazier	January 21, 2025	Youth & Family Intervention Specialist, FT
Shoyna Greaves	January 6, 2025	Community Incident Intervention Specialist, PT
Recreation and Parks		
Roxann Maxey	December 23, 2024	Edinburgh Clubhouse Supervisor
Dystany Gatlin	December 30, 2024	Teen Specialist

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:	February 10, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Mayor's Proclamation of February 2025 as Black History Month in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim February 2025 as Black History Month in the City of Brooklyn Park by one of the following:

1. I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim February 2025 as Black History Month in the City of Brooklyn Park

OR

2. By reading the proclamation.

Overview:

In the United States, the month of February is observed as the National Black History Month. It is a reminder that Black history is American history, and Black culture is American culture, both essential to the evolving story of America. It is important that we recognize the invaluable contributions of African Americans to this great nation, and we must confront the injustices many Black Americans suffer.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A PROCLAMATION

PROCLAMATION

DECLARING FEBRUARY 2025 AS BLACK HISTORY MONTH IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, in the United States, the month of February is observed as the National Black History Month. It is a reminder that Black history is American history, and Black culture is American culture, both essential to the evolving story of America. It is important that we recognize the invaluable contributions of African Americans to this great nation, and we must confront the injustices many Black Americans suffer; and

WHEREAS, Black History Month celebrates the achievements of African Americans who have been instrumental in shaping the character, culture and economic life of our state and nation; and

WHEREAS, Dr. Carter G. Woodson, founder of the Association for the Study of African American Life and History, first launched “Negro History Week” in 1926, and is widely regarded as the father of Black History; and

WHEREAS, the 2025 National Black History Month theme, “African Americans in Labor,” the City of Brooklyn Park will mirror this theme for our 2025 Black History Showcase held **Friday, February 21 from 5-8pm at the Brooklyn Park Community Activities Center**. This theme looks at how work, across various forms—from enslavement to modern professional roles has significantly shaped the experiences of Black people throughout history, highlighting their contributions to the workforce while also examining the systemic barriers and challenges they faced in the labor market, including discrimination and unequal pay.

WHEREAS, African Americans are engaged throughout our society as our friends and neighbors, scholars, teachers, businesspeople, mayors, community leaders, and contributors to our quality of life.

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim February 2025 as Black History Month 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:	4.1	Meeting Date:	February 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	N/A	Prepared By:	Marc Culver, City Engineer
Ordinance:	SECOND READING		
Attachments:	2	Presented By:	Marc Culver, City Engineer
Item:	SECOND READING of an Ordinance Establishing a Franchise Agreement with CenterPoint Energy		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2025 _____ ESTABLISHING A FRANCHISE AGREEMENT WITH CENTERPOINT ENERGY RESOURCES CORP, A MINNESOTA CORPORATION, D/B/A/ CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS ENERGY WITHIN THE CITY OF BROOKLYN PARK.

MOTION _____, SECOND _____, TO APPROVE THE SUMMARY OF ORDINANCE #2024-_____ DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE.

Overview:

Background Information

On October 27, 2003, the City Council established Ordinance #2003-1006 granting a franchise agreement with CenterPoint Energy for the distribution, manufacture and sale of gas energy within the City of Brooklyn Park. This agreement granted CenterPoint Energy certain rights to occupy the right-of-way and to construct, operate, repair and maintain facilities and equipment for this purpose.

The attached proposed ordinance essentially extends and renews that franchise agreement while updating some terms including notification requirements by both parties and indemnification. This agreement has been reviewed by the City Attorney and representatives of CenterPoint Energy and all parties agree to this final version.

It should be noted that the Franchise Fee which was implemented in November of 2015, is still in place and is a separate ordinance from this agreement. This ordinance/agreement does acknowledge the City's right to charge a franchise fee as long as an equal fee is charged to the sale of any other energy provider acting within the City of Brooklyn Park.

This ordinance will expire in 20 years from establishment of this ordinance but does have provisions for the extension of the terms of the ordinance if a new ordinance/agreement has not been established prior to expiration.

A public hearing was held on December 9, 2024 preceding the first reading of this ordinance. No comments were received.

Operations and Maintenance staff recommend approval of the ordinance as presented.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Primary Issues/Alternatives to Consider:

- Approve the ordinance as proposed
- Modify and approve the proposed ordinance
- Do not approve the proposed ordinance

Attachments:

- 4.1A ORDINANCE – CENTERPOINT ENERGY FRANCHISE AGREEMENT
- 4.1B SUMMARY ORDINANCE

CenterPoint Energy Gas Franchise Ordinance

ORDINANCE NO. _____

CITY OF BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., A MINNESOTA CORPORATION, d/b/a CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA, FOR SUCH PURPOSES, AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

Underlined text is proposed to be added

Text with ~~strikeout~~ is proposed for deletion

THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Brooklyn Park, County of Hennepin, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy Resources Corp., a Minnesota corporation, d/b/a CenterPoint Energy Minnesota Gas its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

Gas Energy. Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

Gas Facilities. Gas transmission and distribution pipes, lines, mains, ducts, regulators, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to City Manager, City of Brooklyn Park, 5200 85th Ave North, Brooklyn Park, Minnesota, 55443. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This gas franchise ordinance, also referred to as the Franchise.

Public Ground. Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

Public Way. Public right-of-way within the City as defined in Minnesota Statutes, Section 237.162, subd. 3.

SECTION 2. ADOPTION OF FRANCHISE

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and, as may be provided by separate instrument, Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations, or ordinance or permit requirements, as may be imposed by the City in accordance with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company. Company shall file a written acceptance with the City within 60 days after passage.

2.3. **Service and Gas Rates.** The service to be provided and the rates to be charged by the Company for gas service in the City are subject to the jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to

facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire.

SECTION 3. LOCATION, OTHER REGULATIONS

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System including specifically any street lighting or traffic signal system of the City. Gas Facilities may be located on Public Grounds in a location reasonably determined by the City. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition ~~for one year thereafter.~~ All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond.

3.4. ~~**Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas~~

Facilities by persons, property or the elements. Per Minnesota Statute § 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

3.6 **Mapping Information.** If requested by City, Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS

4.1. **Relocation in Public Ways.** If the City orders Company to relocate its Gas Facilities in a Public Way for a City improvement project including any changes to the Public Way, or construction or reconstruction of any City Utility System in the Public Way, the Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to the Company's relocation of Gas Facilities.

4.2 **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing company easements in Public Grounds.

4.3. **Projects with Federal Funding.** Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46.

SECTION 5. INDEMNIFICATION

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the

City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation.

SECTION 7. CHANGE IN FORM OF GOVERNMENT

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 8. FRANCHISE FEE

~~8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The franchise fee will be collected in a manner that is legally acceptable to Company. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City.~~

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the Notice requirements provided above and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

SECTION 9. ABANDONED FACILITIES

The Company shall comply with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

SECTION 10. PROVISIONS OF ORDINANCE

10.1. **Severability.** Every section, provision or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT-PROCEDURE

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the

provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance.

Passed and approved: December 9, 2024

Hollies J. Winston
Mayor of the City of Brooklyn Park, Minnesota

Attest:

City Clerk, _____, Minnesota

The City Council has determined that pursuant to its City Charter Ordinance #2024-_____ should be published in summary form.

SUMMARY ORDINANCE #2024-

ORDINANCE REQUIRING A GAS FRANCHISE FEE FROM CENTERPOINT ENERGY FOR PROVIDING GAS SERVICE WITHIN THE CITY OF BROOKLYN PARK, MINNESOTA

The City of Brooklyn Park does ordain:

Ordinance #2024-_____ is a franchise agreement which grants CenterPoint Energy Resources Group, d/b/a CenterPoint Energy Minnesota Gas, a nonexclusive franchise to construct, operate, repair and maintain facilities and equipment for the transportation, distribution, manufacture, and sale of gas energy and to use the public ways and grounds of the City of Brooklyn Park for such purposes, and prescribing certain terms and conditions thereof. This ordinance replaces Ordinance #2003-1006 as the active franchise agreement between the City of Brooklyn Park and CenterPoint Energy Minnesota Gas due to the expiration of the previous ordinance. This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company and shall remain in effect until December 31, 2044 which date may be extended according to terms within the ordinance.

This summary of Ordinance #2024-_____ has been approved by the City Council on December 9, 2024. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

ATTEST:

HOLLIES J. WINSTON, MAYOR

DEVIN MONTERO, CITY CLERK

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	February 10, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Matt Hayes-Regan, Associate Planner
Ordinance:	N/A		
Attachments:	3	Presented By:	Tim Gladhill, Community Development Director
Item:	DEV21-120 (8708 Green Haven Dr. N.) subdivision of property into three single-family lots at 8708 Green Haven Dr. N.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A FINAL PLAT SUBDIVIDING 8708 GREEN HAVEN DR. N. INTO THREE SINGLE FAMILY LOTS.

Overview:

On January 27, 2025, City Council approved a preliminary plat for the property located at 8708 Green Haven Dr. N.. Before City Council is a final plat that would subdivide this property into three residential lots. This property is located west of Bottineau Blvd. on the southeast corner of Green Haven Dr. and Mount Curve Blvd.

Planning Commission:

The Planning Commission held a public hearing at the January 8, 2024 Regular Meeting. A motion to recommend approval of the preliminary plat failed (3-4). The commission took no further action. Four residents spoke, sharing concerns about the Green Haven neighborhood in general and how this application may impact the neighborhood.

Previous Approvals:

This lot was created with the approval of the plat titled the Ward Hill Addition in 1983.

Current Conditions:

The subject property is 1.18 acres. There is an existing house with a detached garage on the west central portion of the property, which would be located on proposed Lot 1. There is open space on the east portion of the property abutting the existing house running along Green Haven Dr. which would become the proposed Lot 2. Finally, there is open space at the corner of Green Haven Dr. and Mount Curve Blvd., which would become proposed Lot 3.

Future Land Use Plan	Low Density Residential
Current Zoning	R2 - Detached Single Family Estate
Proposed Zoning	R2 - Detached Single Family Estate
Neighborhood	River View
Site Area	0.68 acres
Conforms to:	
Land Use Plan	Yes
Zoning Code	Yes

Notification	41 Public Hearing Notices mailed Posted in the Sun Post Neighborhood email sent to Lakeland Park neighborhood
Timeline (MN §15.99) 60-day 120-day	August 4, 2024 October 3, 2024

Lots and Density:

The property is zoned R1 – Detached Single-Family Estate. The proposed plat meets all zoning requirements established for the R1 zoning district (§152.506) as well as all setback requirements as shown by the setback lines marked on the proposed preliminary plat. The proposed plat also meets or exceeds the R1 minimum lot area (9,750 sq. ft.) and lot width (75ft) requirements.

The Comprehensive Plan guides this area for low density residential uses (up to 3 units per acre). The three proposed parcels would allow up to three single-family homes which would meet the Comprehensive Plan guidance.

Access:

This site is adjacent to Green Haven Dr. and Mount Curve Blvd. Access to the existing residence will remain on Green Haven Dr., though the driveway will be moved so that the entirety of the driveway is located on the proposed Lot 1.

Utilities:

Utilities are available on the proposed Lot 1 because of the existing house on the property. Engineering Staff have confirmed that the proposed Lot 2 and Lot 3 have access to utilities.

Pedestrian Connections:

There are no existing sidewalks in this neighborhood and sidewalks are not required to be constructed as a result of this subdivision. City Code §152.131 outlines required locations for sidewalks, including traffic volumes exceeding 1,000 trips per day, a roadway connecting a neighborhood to a commercial area, park, school, religious institution or other community-oriented facility, along any street in a business district, or a multi-family, office, commercial or industrial use that is expected to generate pedestrian traffic.

Park Dedication:

Land dedication in this instance would not conform to Chapter 7: Parks and Trails of the 2040 Comprehensive Plan, and as such a fee in lieu is requested with this plat. The proposed plat creates three single family lots from one existing lot. The fee in lieu established for residential properties is \$4,600 per newly created lot, for a total of \$9,200 due for this subdivision. The money collected is deposited into the Open Space Land Acquisition and Development (OSLAD) fund which is only used for purchase of new parkland and the development of the parks. It cannot be used for programming, maintenance, or administration costs by state law. The nearest neighborhood park is Greenhaven Park, located southeast of the property.

Primary Issues/Alternatives to Consider:

1. Approve the final plat as presented.
2. Approve the final plat with modifications.
3. Deny the final plat based on certain findings.

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.2A RESOLUTION
- 4.2B LOCATION MAP
- 4.2C FINAL PLAT

RESOLUTION #2025-

RESOLUTION APPROVING A FINAL PLAT SUBDIVIDING 8708 GREEN HAVEN DR. N. INTO THREE SINGLE FAMILY LOTS

Planning Commission File #24-120

WHEREAS, the plat for the property addressed 8708 Green Haven Drive North has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder, and

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #24-120 for the property addressed 8708 Green Haven Drive North shall be approved subject to the following conditions:

1. Title review by the City Attorney and all conditions therein.
2. Easement review and approval by the City Engineer and all conditions therein.
3. Submission of a CAD copy of the plat.
4. All comments provided by Hennepin County must be addressed prior to building permitting.
5. The driveway must be moved so that the entirety of the driveway is located on the proposed Lot 1.

BE IT FURTHER RESOLVED that such execution of the certificate upon said plat by the Mayor and City Manager shall be conclusive showing of proper compliance therewith by the sub divider and City officials and shall entitle such plat to be placed on record forthwith without further formality, all in compliance with M.S.A. 462 and the Ordinance of the City.



Preliminary and Final Plat Planning Application
Case #24-120 – 8708 Green Haven Dr N
Area of Request (August 2023 Air Photo)
8708 Green Haven Dr N



Brooklyn Park 

THE LORD PROVIDES

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Rachel Joy Hyman, a single person, fee owner, and United Wholesale Mortgage, LLC, a Michigan limited liability company, mortgagee of the following described property.

Lot 6, Block 1, WARD HILL ADDITION, except the northwesterly 4 feet of that part of said Lot 6 lying east of the southerly extension of the west line of Lot 5, Block 1, said Addition and except that part of said Lot 6 lying southwesterly of a line bearing North 7 degrees 39 minutes 04 seconds West from a point on the southerly line of said Lot 6 distant 89.68 feet easterly along said southerly line from the most westerly corner of said Lot 6. For the purposes of this description, the bearings are assumed to be as shown on the plat of WARD HILL ADDITION.

Has caused the same to be surveyed and platted as THE LORD PROVIDES and does hereby dedicate to the public, for public use, the public ways and the drainage and utility easements as created by this plat.

In witness whereof, said Rachel Joy Hyman, a single person, has hereunto set her hands this _____ day of _____, 20____.

Rachel Joy Hyman

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Rachel Joy Hyman.

Signature _____ Printed Name _____

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof, said United Wholesale Mortgage, LLC, a Michigan limited liability corporation has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: United Wholesale Mortgage, LLC

Name Here, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Name Here, President of United Wholesale Mortgage, LLC, a Michigan limited liability company.

Signature _____ Printed Name _____

Notary Public, _____ County, Minnesota
My Commission Expires _____

SURVEYOR CERTIFICATE AND ACKNOWLEDGEMENT

I, Woodrow A. Brown, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Woodrow A. Brown, Licensed Land Surveyor
Minnesota License No. 15230

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Woodrow A. Brown.

Signature _____ Printed Name _____

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

This plat of THE LORD PROVIDES was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

By: _____ Mayor By: _____ Manager

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Daniel Rogan, County Auditor By: _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

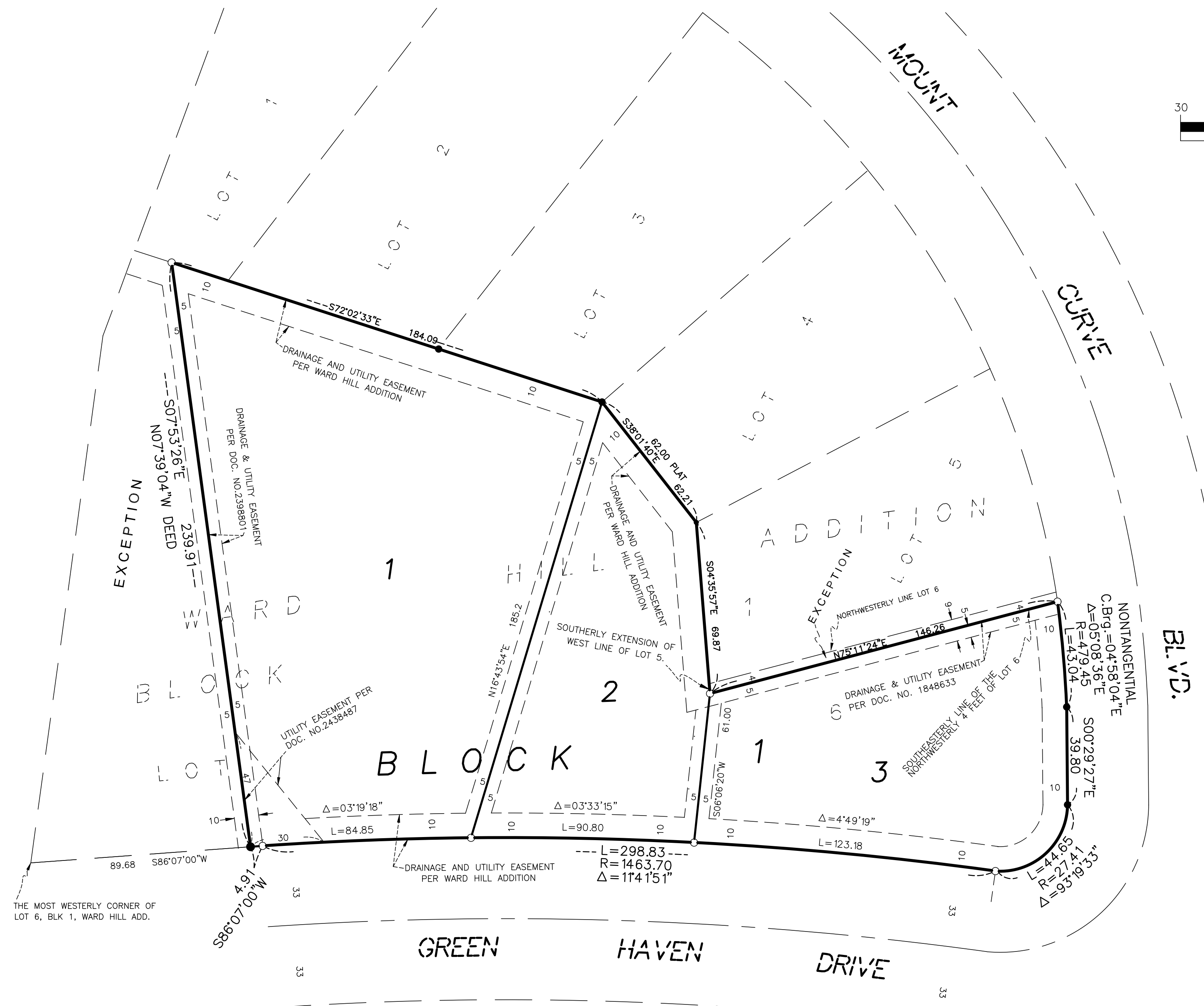
Pursuant to MN. STAT. Sec. 386.3B.565(1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

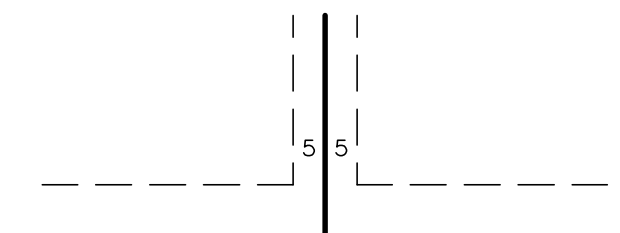
REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of THE LORD PROVIDES was filed in this office this _____ day of _____, 20____, at _____ o'clock _____ P.M.

Amber Bougie, Registrar of Titles By: _____ Deputy



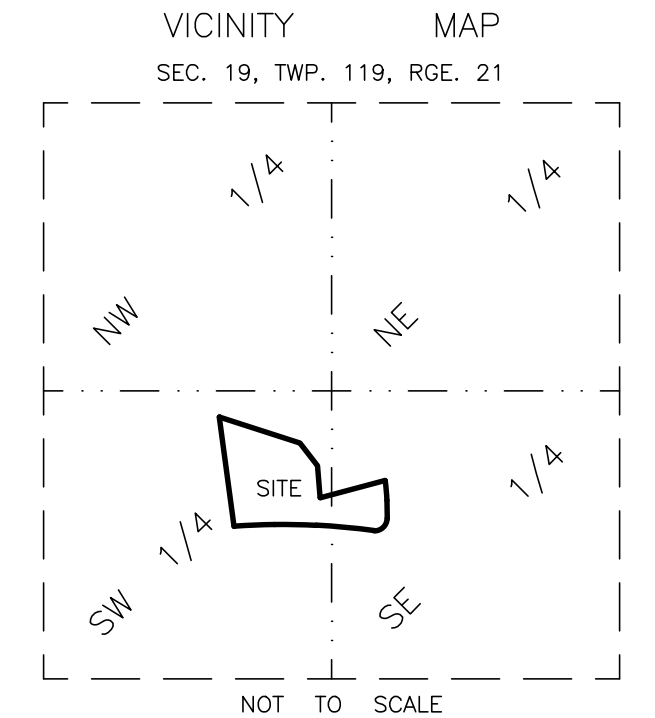
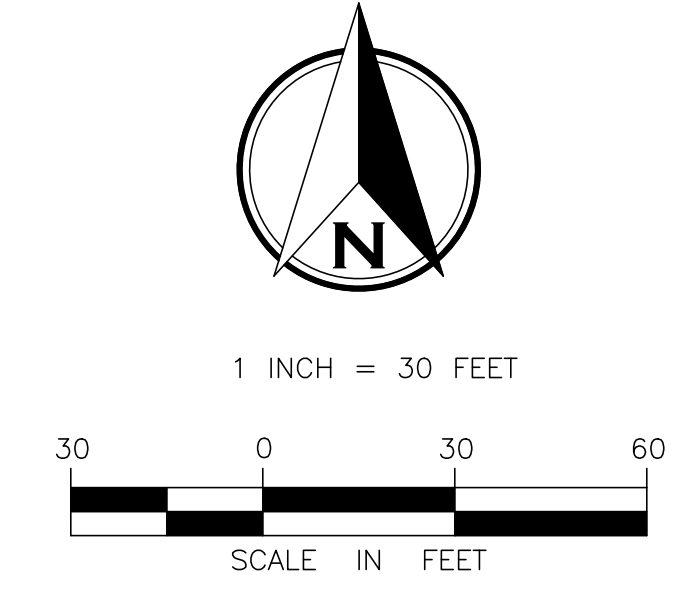
THE DEDICATED DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT ARE SHOWN THUS:



LEGEND

- DENOTES SET 1/2 INCH x 14 IRON MONUMENT INSCRIBED RLS 15230
- FOUND HENNEPIN COUNTY CAST IRON MONUMENT
- PLAT - Refers to the distance as shown on the plat of WARD HILL ADDITION, recorded in the office of the County Recorder, Hennepin County, Minnesota.

Basis or Bearings:
Orientation of this bearing system is based upon Hennepin County Coordinates, North American Datum of 1983, 1986 Adjustment.



SCALE IN FEET

W. BROWN LAND SURVEYING, INC.
 8030 14th Avenue SE, Suite 208
 Bloomington, MN 55425
 PH: 612-835-4555
 WWW.BROWNLANDSURVEYING.COM
 EMAIL: INFO@WBLANDSURVEYING.COM

**EXISTING CONDITION SURVEY FOR:
CLIENT'S NAME HERE**

NPLS

PROPERTY OF ASH CONSULTING

Lot Area = 4333 SF
 100% Building Coverage
 100% Building Coverage
 100% Building Coverage

NOTES:
 100% Building Coverage
 100% Building Coverage

EDINA

PROPERTY OF ASH CONSULTING

Lot Area = 4333 SF
 100% Building Coverage
 100% Building Coverage
 100% Building Coverage

NOTES:
 100% Building Coverage
 100% Building Coverage

DISCLAIMER

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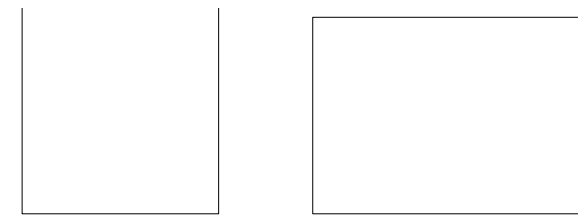
JOB NO.	DATE	BY	DESCRIPTION
XX-XX	XX-XX	XXX	XXX
XX-XX	XX-XX	XXX	XXX
XX-XX	XX-XX	XXX	XXX

I hereby certify that the above data is a true and correct copy of the original survey as shown on the attached plan and is based on the best of my knowledge and belief.

W. BROWN LAND SURVEYING, INC.
 8030 14th Avenue SE, Suite 208
 Bloomington, MN 55425
 PH: 612-835-4555
 WWW.BROWNLANDSURVEYING.COM
 EMAIL: INFO@WBLANDSURVEYING.COM

18 x 24

**EXISTING CONDITION SURVEY FOR:
CLIENT'S NAME HERE**



11 x 17

**CERTIFICATE OF SURVEY FOR:
CLIENT'S NAME HERE**

LEGEND

● Field Measurement
 ○ Historical Data (1920)

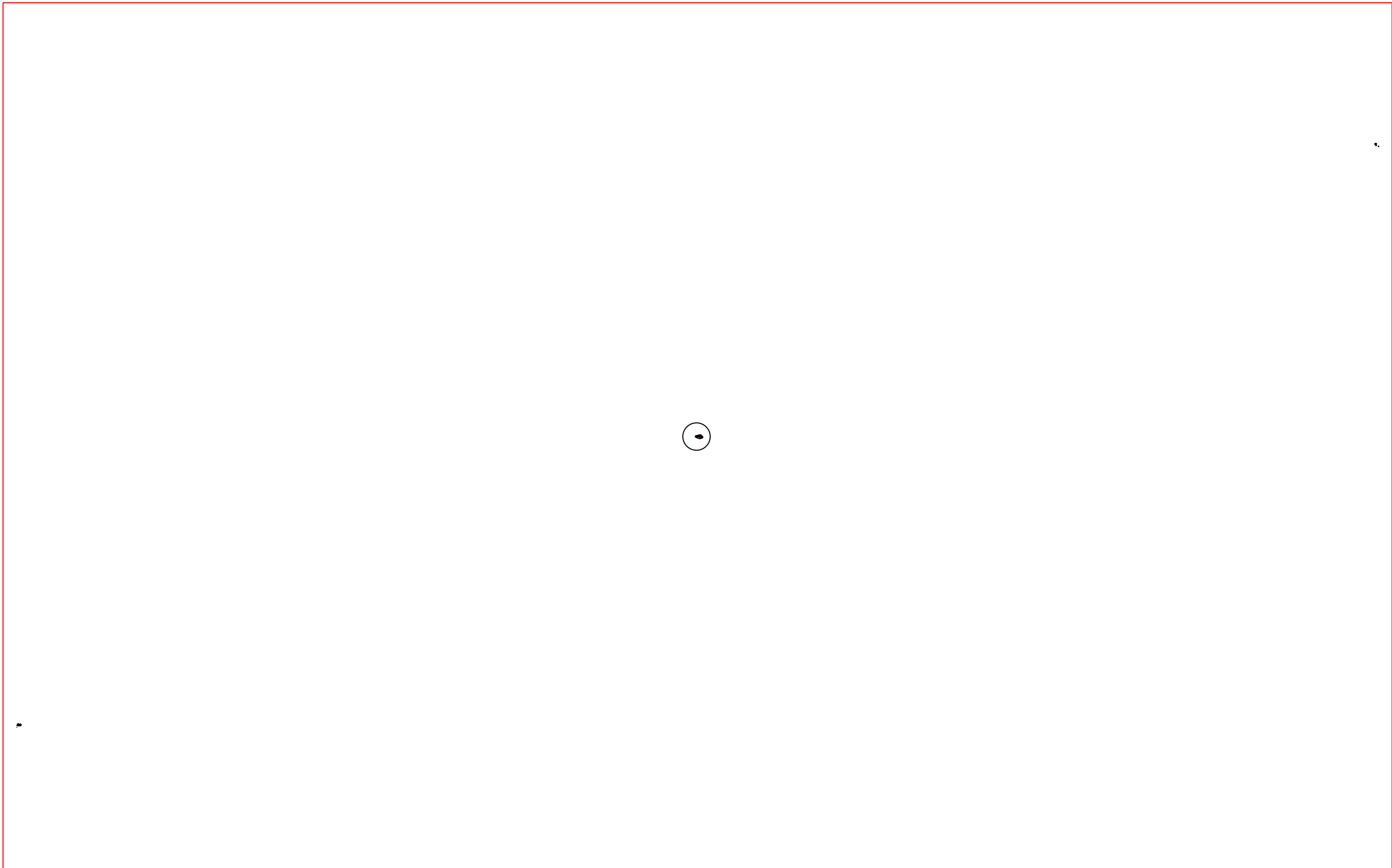
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11 x 17



City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	February 10, 2025
Agenda Section:	Consent	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Richard Luckow, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	1	Presented By:	Greg Hoag, Acting Director
Item:	Accept Bid and Award Contract for the Water Treatment Plant High Aeration Pump Replacement to Minnesota Mechanical Solutions Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO ACCEPT BIDS AND AWARD A CONTRACT FOR THE CONSTRUCTION AND INSTALLATION OF ONE AERATION PUMP, PIPING AND RELATED EQUIPMENT AT THE WATER TREATMENT PLANT TO MINNESOTA MECHANICAL SOLUTIONS AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

Overview:

This request is for approval to award a contract for the construction and installation of one Aeration Pump for the Brooklyn Park water treatment plant. The existing pump has failed catastrophically and needs to be replaced to ensure operational capacities of the water treatment plant. Bids were solicited on December 20, 2024. Consulting Engineers SEH prepared plans and specifications for the project. On January 17, 2025, three (3) bids were received: the lowest responsible bid being from Minnesota Mechanical Solutions in the amount of \$161,800.00. Minnesota Mechanical Solutions is an experienced mechanical contractor who has completed many projects for municipalities, industrial customers, and the City of Brooklyn Park.

Should the Council award the bid as recommended?

The Operations & Maintenance staff recommends approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal of \$161,800.00 is within the approved 2025 Public Utilities Water Fund expenditures program budget and capital improvement plan CIP project number 3004-25 with a total budget of \$1,075,000.

Attachments:

4.3A RESOLUTION

RESOLUTION #2025-

RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT FOR THE CONSTRUCTION AND INSTALLATION OF ONE AERATION PUMP, PIPING AND RELATED EQUIPMENT AT THE WATER TREATMENT PLANT TO MINNESOTA MECHANICAL SOLUTIONS AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, it is important to keep the Water Treatment Plant at a high level of service; and

WHEREAS, the project is in the 2025 Capital Improvement Plan as Project #3004-25 with a budget of \$1,075,000; and

WHEREAS, plans and specifications were produced by SEH; and

WHEREAS, on January 17, 2025, three bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
Municipal Builders Inc, Nowthen, MN	\$188,500.00
Shank Constructors, Brooklyn Park, MN	\$162,800.00
Minnesota Mechanical Solutions Inc., Waite Park, MN	\$161,800.00
<i>Engineers Estimate</i>	<i>\$171,925.00</i>

WHEREAS, the Water Treatment Plant Aeration Pump Replacement project is recommended to be awarded to the lowest responsible bidder meeting specifications, Minnesota Mechanical Solutions for an amount of \$161,800.00: and

WHEREAS, the project can be accommodated in the 2025 Public Utilities Water Supply Expenditure Budget.

WHEREAS, the bid is less than the Engineers estimate.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the Aeration Pump and Piping project to Minnesota Mechanical Solutions in the amount of \$161,800.00

BE IT FURTHER RESOLVED to authorize the Mayor and City Manager to execute the contract.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	February 10, 2025
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Keith Ehrlichman, Information and Technology Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Keith Ehrlichman, Information and Technology Manager
Item:	Approve a Contract with Marco Technologies LLC for the Lease of Multifunction Printing Devices		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MARCO TECHNOLOGIES LLC FOR THE LEASE OF MULTIFUNCTION PRINTING DEVICES

Overview:

The City of Brooklyn Park leases a variety of multifunction printing devices located throughout city buildings. These devices are used for printing, copying and faxing and are critical to the delivery of city services. Up for renewal are the production printer in the City Hall mailroom and 20 large workgroup devices.

These devices are currently leased through Marco Technologies LLC and have reached the end of their current 5-year lease cycle. A new lease will provide new devices along with print costs for approximately 51,000 black and white pages per month and 50,500 color pages per month.

For equipment purchases over \$175,000, the city's purchasing policy allows for the acquisition of equipment through a cooperative purchasing contract which eliminates the need to go through a formal bidding process. The cooperative purchasing contract uses predetermined vendors and provides pre-negotiated pricing assuring that the city receives competitive pricing.

The IT Division worked with two vendors on two different cooperative purchasing contracts to get pricing on the lease renewal:

- Marco Technologies LLC provided pricing on Konica equipment through the Sourcewell Joint Powers contract number 030321-KON. Their proposal came in at \$62,246.40 per year with a total 5-year commitment amounting to \$311,232.00.
- Loffler Companies provided pricing on Canon equipment through the State of Minnesota Cooperative Purchasing Venture contract number C-1005(5). Their proposal came in at \$68,737.44 per year with a total 5-year commitment amounting to \$343,687.20.

Primary Issues/Alternatives to Consider:

IT Staff recommends leasing the City's printing devices through Marco Technologies for a 5-year term.

Budgetary/Fiscal Issues:

Funding is allocated to the Information Technologies Division's annual operating budget to cover the expense of the lease agreement.

Attachments:

- 4.4A RESOLUTION
- 4.4B CONTRACT

RESOLUTION #2025-

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MARCO TECHNOLOGIES LLC FOR THE LEASE OF MULTIFUNCTION PRINTING DEVICES.

WHEREAS, multifunction printing devices are critical to the delivery of City services; and

WHEREAS, the current multifunction printing devices have reached the end of their 5-year lease; and

WHEREAS, the IT Division received lease pricing on cooperative purchasing contracts from two vendors;
and

WHEREAS, funding is allocated in the annual Information Technology operating budget; and

WHEREAS, staff recommends leasing the City's multifunction printing devices through Marco Technologies LLC in the amount of \$62,246.40 annually and \$311,232.00 total for the 5-year term; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Brooklyn Park to Authorize the City Manager to Enter into a Contract with Marco Technologies LLC for the Lease of Multifunction Printing Devices.



MAP Agreement

APPLICATION NO. 3160178

AGREEMENT NO.

Meter Reading Contact Person: Keith Ehrlichman - keith.ehrlichman@brooklynpark.org

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

Customer information form with fields for Full Legal Name, Street Address, City, State, ZIP, Phone, Billing Name, and Equipment Location.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Equipment details table with columns for Make/Model/Accessories, Serial Number, Start Meter Color, and Start Meter BV.

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Marco Support Desk enrollment form with logo, checkboxes for enrollment, and a table of monthly fees.

FREQUENCY OF MINIMUM PAYMENT

Payment frequency selection form with checkboxes for Monthly, Quarterly, Semi-Annually, and Annually.

METER READING FREQUENCY

Meter reading frequency selection form with checkboxes for Monthly, Quarterly, Semi-Annually, and Annually.

TERM

Term selection form with a field for Term in Months (60) and a checkbox for sales tax exemption.

SUPPLIES COVERAGE LEVELS

Supplies coverage selection form with checkboxes for All Inclusive, HP OEM, and No Supplies Included.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Owner acceptance form with fields for Owner Name, Signature, Title, and Dated.

PRIVACY AND INFORMATION SECURITY

Privacy and information security acknowledgment text regarding PCI data storage.

Privacy acknowledgment signature form with fields for City, Signature, Title, and Dated.

CUSTOMER ACCEPTANCE

Customer acceptance text: BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Customer acceptance signature form with fields for City, Signature, Title, and Dated.

41-6008804

Federal Tax I.D. # and Print Name fields.

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be a adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the "Services and Supplies"). Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owing to Supplier for the Services and Supplies. If necessary, Supplier's obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a \$3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s). In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday - Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.



Grouped Pool Billing Schedule

APPLICATION NO. 3160178

AGREEMENT NO.

Meter Reading Contact Person: Keith Ehrlichman - keith.ehrlichman@brooklynpark.org

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

PAYMENT SCHEDULE:

Minimum Payment* \$ 3,010.80 plus applicable taxes

POOL 1 COPIERS

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: See Attached Schedule A-1. Row 2: KM Sourcewell contract # is 030321-KON --- Locked Rates for the term of the contract.

Color Print Allowance 0 Excess Color Print Charge* \$ 0.039000
B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.003900

POOL 2 PRINTERS

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-5 are empty.

B&W Print Allowance 0 Excess B&W Print Charge* \$

POOL 3 Production Print

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: KONICA ACCURIO PRESS C4070 COLOR COPIER - [5200 85TH AVE N, BROOKLYN PARK, MN, 55443-430]. Row 2: KM Sourcewell contract # is 030321-KON --- Locked Rates for the term of the contract.

Color Print Allowance 0 Excess Color Print Charge* \$ 0.039000
B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.004900

POOL 4

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-5 are empty.

B&W Print Allowance Excess B&W Print Charge* \$

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

X

TITLE
DATED



Grouped Pool Billing Schedule

APPLICATION NO. 3160178

AGREEMENT NO.

Meter Reading Contact Person: Keith Ehrlichman - keith.ehrlichman@brooklynpark.org

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC**.

PAYMENT SCHEDULE:

Minimum Payment* \$ 3,010.80

**plus applicable taxes*

CUSTOMER (as referenced above)

SIGNATURE



Schedule "A-1"

APPLICATION NO. 3160178

AGREEMENT NO.

Meter Reading Contact Person: Keith Ehrlichman - keith.ehrlichman@brooklynpark.org

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-42 listing various Konica copiers and a production print.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy

X

TITLE DATED

City of Brooklyn Park



Schedule "A-1"

APPLICATION NO. 3160178

AGREEMENT NO.

Meter Reading Contact Person: Keith Ehrlichman - keith.ehrlichman@brooklynpark.org

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
CUSTOMER (as referenced above)	SIGNATURE		



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # _____ and any future supplements/schedules thereto, between
City of Brooklyn Park _____, as Customer and Marco Technologies LLC, as Lessor
("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LESSOR ACCEPTANCE

CUSTOMER ACCEPTANCE

Marco Technologies LLC

LESSOR

X

SIGNATURE

City of Brooklyn Park

CUSTOMER

X

SIGNATURE

TITLE

DATE

TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	February 10, 2024
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Police
Ordinance:	N/A		
Attachments:	3	Presented By:	Deputy Chief Shane DuPaul
Item:	Approve an Amendment to the Intensive Comprehensive Peace Officer Education and Training Grant from the Minnesota Department of Public Safety		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ TO APPROVE AN AMENDMENT TO THE INTENSIVE COMPRENHENSIVE PEACE OFFICER EDUCATION AND TRAINING GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2025 GRANT FUND.

Overview:

In May 2024, the Brooklyn Park Police Department was awarded an Intensive Comprehensive Peace Officer Education Training (ICPOET) grant from the Minnesota Department of Public Safety. This award provided \$100,000 to go toward the intensive education program, wages, and benefits of two full-time cadet positions. These two cadets will complete their program in the coming months. We anticipate that they will begin Brooklyn Park's police academy as sworn officers in March 2025.

The Department of Public Safety is now providing the Brooklyn Park Police Department with an additional \$50,000 toward the cost of a third full-time cadet to begin the intensive education program at Hennepin Technical College in February. Accepting this award allows us to expedite the process of educating and training our cadets, more quickly adding to the rank of police officer.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Amend the 2025 grant fund budget as outlined in Attachment 4.5B.

Attachments:

- 4.5A RESOLUTION
- 4.5B BUDGET AMENDMENT
- 4.5C GRANT AGREEMENT

RESOLUTION #2025-

RESOLUTION TO APPROVE AN AMENDMENT TO THE INTENSIVE COMPREHENSIVE PEACE OFFICER
EDUCATION AND TRAINING GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND
AMEND THE 2025 GRANT FUND

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

WHEREAS, the Department of Public Safety is providing an additional \$50,000 toward the cost of a third full-time cadet; and

WHEREAS, the 2025 grant fund will need to be amended for this grant as outlined within.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve an amendment to the Intensive Comprehensive Peace Officer Education and Training grant from the Minnesota Department of Public Safety and amend the 2025 grant fund.

Changes to the GENERAL LEDGER Budget					
Financing Changes					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
203	State Grants	MN DPS ICPOET grant	\$ -	\$ 50,000.00	\$ 50,000.00
			\$ -	\$ -	\$ -
					\$ -
Total			\$ -	\$ 50,000.00	\$ 50,000.00
Spending Changes					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
203	Conferences and Schools	Cadet education	\$ -	\$ 20,600.00	\$ 20,600.00
203	Salaries	Wages	\$ 826,074.00	\$ 24,400.00	\$ 850,474.00
203	Benefits	Benefits	\$ 20,793.00	\$ 5,000.00	\$ 25,793.00
Total			\$ 846,867.00	\$ 50,000.00	\$ 896,867.00
Changes to the PROJECT Budget (<i>Only complete this section if this is a CIP/CEP/Grant</i>)					
Financing Changes					
Project Number	Funding Source	Description	Current Budget	Changes	Amended Budget
GRSDPS-ICPOET	State Grants	MN DPS ICPOET Grant	\$ -	\$ 50,000.00	\$ 50,000.00
					\$ -
Total			\$ -	\$ 50,000.00	\$ 50,000.00
Spending Changes					
Project Number	Expense Category	Description	Current Budget	Changes	Amended Budget
GRSDPS-ICPOET	Conferences and Schools	Cadet education	\$ -	\$ 20,600.00	\$ 20,600.00
GRSDPS-ICPOET	Salaries	Salaries - Full Time	\$ 826,074.00	\$ 24,400.00	\$ 850,474.00
GRSDPS-ICPOET	Benefits	Social Security		\$ 1,200.00	\$ 1,200.00
GRSDPS-ICPOET	Benefits	Medicare	\$ 1,574.00	\$ 200.00	\$ 1,774.00
GRSDPS-ICPOET	Benefits	PERA	\$ 19,219.00	\$ 1,500.00	\$ 20,719.00
GRSDPS-ICPOET	Benefits	Workers Compensation		\$ 50.00	\$ 50.00
GRSDPS-ICPOET	Benefits	Healthcare benefits		\$ 2,050.00	\$ 2,050.00
					\$ -
Total			\$ 846,867.00	\$ 50,000.00	\$ 896,867.00



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2024 Grant Contract Agreement No.: A-ICPOE-2024-BRKPRKCI-011 Grant Contract Amendment No.: 1
Grantee: City of Brooklyn Park 5200 N 85th Avenue Brooklyn Park, Minnesota 55443	Grant Contract Agreement Term: Effective Date: 06/01/2024 Expiration Date: 6/30/2025 <u>12/31/2025</u>
Grant Matching Requirement: Original Agreement Amount \$0.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$0.00	Grantee Contract Agreement Amount: Original Agreement Amount \$100,000.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$50,000.00</u> Total Agreement Amount <u>\$150,000.00</u>
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No./PO No: A-ICPOE-2024-BRKPRKCI-011 / 3-94543

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

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

-continued-



Grant Contract Agreement Amendment

Page 2 of 2

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS

Grantee

State's Authorized Representative

Organization: Brooklyn Park, City of

Budget Summary

ICPOE: Brooklyn Park ICPOET				
Budget Category		Award		
Personnel				
Candidate 1 - Wage		\$23,558.35		
Candidate 2 - Wage		\$20,259.22		
Candidate 3 - Wage		\$24,400.00		
Total		\$68,217.57		
Payroll Taxes and Fringe				
Candidate 1 - Taxes and fringe		\$4,782.71		
Candidate 2 - Taxes and fringe		\$10,199.72		
Candidate 3 - Taxes & Fringe		\$5,000.00		
Total		\$19,982.43		
Program Expenses				
Candidate 1 - Education Expense		\$20,600.00		
Candidate 2 - Education Expense		\$20,600.00		
Candidate 3 - Education Expense		\$20,600.00		
Total		\$61,800.00		
Total		\$150,000.00		

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	February 10, 2025
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	5	Presented By:	Devin Montero
Item:	Approval of Minutes		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF MAY 13, 2024, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF MAY 28, 2024, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF OCTOBER 28, 2024, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL SPECIAL MEETING OF NOVEMBER 18, 2024, AS PRESENTED BY THE CITY CLERK.

MOTION _____, SECOND _____, TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL SPECIAL MEETING OF DECEMBER 16, 2024, AS PRESENTED BY THE CITY CLERK.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.6A REGULAR CITY COUNCIL MEETING MINUTES, MAY 13, 2024
- 4.6B REGULAR CITY COUNCIL MEETING MINUTES, MAY 28, 2024
- 4.6C REGULAR CITY COUNCIL MEETING MINUTES, OCTOBER 28, 2024
- 4.6D SPECIAL CITY COUNCIL MEETING MINUTES, NOVEMBER 18, 2024
- 4.6E SPECIAL CITY COUNCIL MEETING MINUTES, DECEMBER 16, 2024

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

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

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Pro Tem Xp Lee

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

ABSENT: Mayor Hollies Winston (excused); Boyd Morson

Mayor Pro Tem Lee read a statement regarding a Council member might meet via interactive technology.

Mayor Pro Tem Lee opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT – None.

2B PUBLIC COMMENT

1. Collette Guyotte Hempel, 9277 Trinity Gardens. Stated she would like to see the Walks the Park event in June would be nice if some of the Council attended. She thanked the Parks and Recreation and Police departments and their sponsors of the Cops and Kids basketball night at Zanewood Recreation Center. She stated WCCO did a nice job of showing how the programs worked together promoting youth and cops building a community.

She stated she hoped Representative Nelson's house bill and Senator Hoffman's senate bills fully funded the building of gyms and keeping the two ice rinks made it in the bonding bill and hoped they did a bonding bill this year. She didn't think the teen center or fire station funding were being included in the bonding bill but was still questionable.

She stated the community needed to consider funding the projects by either a referendum or sales tax. She stated they might seem like they were regressive, however, not having those amenities and expecting people to pay \$4 more to go swimming at Maple Grove because they were not Maple Grove residents, and the city didn't have a pool was regressive too. She stated the fact there weren't cars and that a lot of those kids live in poverty and often would need to figure out transportation on their own was a disappointing action by the city's neglect over many years and not just the current Council. She stated they needed to look forward and need to consider putting the sales tax and referendum on the ballot as those were important.

She stated the teen center, and the senior center were not fully funded in the parks referendum 2018/2019 and the city did not have a swimming pool. She stated everyone knew that 3 children that were minority were likely to drown for every two Caucasian children. She stated the news just recently reported that if their parents did not have an organize swimming lesson, they were only 10% likely to have the lesson. She stated the swimming lessons that were done was because of the cooperation of the school districts

and the Parks and Recreation were filled within 3 hours of registration opening. She stated a majority of children in the city could not get it unless their parents could afford gym memberships for families, whether it be the YMCA or Lifetime Fitness. She stated the city manager and parks and recreation department tried to get a YMCA and Foss Swimming to build in the city, however, the pandemic threw a monkey wrench beyond all expectations, especially for nonprofits like the YMCA.

She asked the Council to consider having it ready to go because when the session was done and they would know whether they could do the gyms or not. She stated there were more things the city needed to do to interrupt violence, crime and give kids direction from mentors and amenities for them to use and that was their jobs as taxpayers.

3A. MOTION LEE, SECOND MCGARVEY TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK AND ADDING ITEM 3B4, RECOGNITION OF COMMUNITY DEVELOPMENT DIRECTOR KIMBERLY BERGGREN. MOTION PASSED UNANIMOUSLY.

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Commissioner Plaque Presentation.

Mayor Pro Tem Lee and Council Members recognized outgoing Commissioners for their years of service on the commissions.

3B.2 Mayor's Proclamation Declaring May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park.

Mayor Pro Tem Lee read a proclamation declaring May 19-25, 2024 as "National Public Works Week" in the City of Brooklyn Park.

3B.3 Mayor's Proclamation of May 12 – 18, 2024, as "Police Week" in the City of Brooklyn Park.

Mayor Pro Tem Lee read a proclamation declaring May 12 – 18, 2024, as "Police Week" in the City of Brooklyn Park.

3B.4 Mayor's Proclamation to Recognize Community Development Director Kimberly Berggren for her extraordinary service, dedication and commitment to the city of Brooklyn Park.

Mayor Pro Tem Lee read a proclamation to recognize Community Development Director Kimberly Berggren for her extraordinary service, dedication and commitment to the city of Brooklyn Park.

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

4.1 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-72 TO APPROVE THE PURCHASE OF A FIELD LINE SPRAYER AND TRUCKSTER FROM TRAQNOLOGY NORTH AMERICA.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-73, ACCEPTING THE

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

4.3 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-74 TO AWARD THE BID FOR THE 2024-2025 TREE AND STUMP REMOVAL PROJECT TO PRECISION LANDSCAPE AND TREE INC. FOR A TOTAL COST NOT TO EXCEED \$500,000.

4.4 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-75 AUTHORIZING STAFF TO ENTER INTO A REPAIR CONTRACT WITH RAK CONSTRUCTION INC. FOR THE REPAIRS OF FIRE DAMAGED SALT SHED LEAN-TO BUILDING AT THE OPERATIONS AND MAINTENANCE FACILITY, WITH FUNDING BEING PROVIDED BY AN AMENDMENT TO THE 2024 LOSS CONTROL INTERNAL SERVICE FUND BUDGET.

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

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

4.6 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-76 AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE LIMITED USE PERMITS WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING AND OPERATING NON-MOTORIZED TRAILS WITHIN THE RIGHT-OF-WAYS OF TH252, TH610 AND TH94 IN CONTROL SECTIONS 2748, 2771 AND 2786.

4.7 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-77 TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM.

4.8 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-78 TO ACCEPT THE 2023 DEER HUNT RESULTS AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2024 DEER MANGEMENT PROGRAM.

4.9 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-79 TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GOODMANSON CONSTRUCTION FOR THE INSTALLATION OF ADA ACCESSIBLE PATHWAYS IN PARKS IN THE AMOUNT OF \$51,618.

4.10 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-80 TO ACCEPT AN INTENSIVE COMPREHENSIVE PEACE OFFICER EDUCATION AND TRAINING GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND.

4.11 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-81 TO ACCEPT A FIREARMS STORAGE GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AMEND THE 2024 GRANT FUND.

4.12 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-82 AUTHORIZING AN AGREEMENT WITH OSSEO SCHOOL DISTRICT 279 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO THE OSSEO SCHOOL DISTRICT'S BROOKLYN PARK SCHOOLS.

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

4.13 TO APPROVE THE MINUTES OF THE BROOKLYN PARK CITY COUNCIL MEETING OF JANUARY 22, 2024 AS PRESENTED BY THE CITY CLERK.

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

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

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

4.14 TO APPOINT COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE AS THE ALTERNATE LIAISON TO THE MINNEAPOLIS NW TOURISM BOARD EFFECTIVE IMMEDIATELY FOR THE REMAINDER OF 2024.

4.14 TO APPOINT THE ECONOMIC DEVELOPMENT AND HOUSING DIRECTOR OR DESIGNEE AS THE STAFF LIAISON TO THE MINNEAPOLIS TOURISM BOARD EFFECTIVE IMMEDIATELY FOR THE REMAINDER OF 2024.

MOTION PASSED UNANIMOUSLY.

5. PUBLIC HEARINGS

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

Sarah Abe, Development Project Coordinator, briefed the Council on the issuance, sale, and delivery of its Multifamily Housing Revenue Bonds for the Decatur Landing Apartments Phase II Project.

Mayor Pro Tem Lee opened the public hearing to consider the issuance, sale, and delivery of its Multifamily Housing Revenue Bonds for the Decatur Landing Apartments Phase II Project.

The following individuals addressed the Council – None.

Mayor Pro Tem Lee closed the public hearing and returned the item back to the table for consideration.

5.1 MOTION KLONOWSKI, SECOND MCGARVEY TO WAIVE THE READING AND ADOPT RESOLUTION #2024-83 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF ITS

MULTIFAMILY HOUSING REVENUE BONDS FOR THE DECATUR LANDING II APARTMENTS PROJECT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH BONDS AND RELATED DOCUMENTS; APPROVING A HOUSING PROGRAM PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C, AS AMENDED; PROVIDING FOR THE SECURITY, RIGHTS, AND REMEDIES WITH RESPECT TO THE BONDS; AND GRANTING APPROVAL FOR CERTAIN OTHER ACTIONS WITH RESPECT THERETO, INCLUDING THE EXECUTION AND DELIVERY OF DOCUMENTS FOR PURPOSES OF RECYCLING VOLUME CAP. MOTION PASSED UNANIMOUSLY.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS.

7.1 Second Reading of the Prevailing Wage Ordinance.

Zach Kramka, Asst to the City Manager, briefed the Council on the second reading of the Prevailing Wage Ordinance. He briefed on Overview/Background, What is Prevailing Wage, Prevailing Wage Commercial, Proposed Ordinance, Violations and Penalties, Implementation Costs, and Recommended Actions.

7.1 MOTION KLONOWSKI, SECOND MCGARVEY TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-1301 ADDING CHAPTER 43 TO THE BROOKLYN PARK CITY CODE, TITLE III: ADMINISTRATION, PERTAINING TO PREVAILING WAGE. MOTION PASSED UNANIMOUSLY.

7.1 MOTION KLONOWSKI, SECOND MCGARVEY TO APPROVE THE SUMMARY OF ORDINANCE #2024-1301 DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE. MOTION PASSED UNANIMOUSLY.

At 7:10 p.m. Mayor Pro Tem Lee called for a recess.

At 7:18 p.m. Mayor Pro Tem Lee reconvened the meeting.

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

City Manager Jay Stroebel briefed the Council on the Request by Council Member Tran to Travel to and Attend the League of Minnesota Cities Annual Conference from June 26-28, 2024.

7.2 MOTION TRAN SECOND KLONOWSKI, TO APPROVE COUNCIL MEMBER TRAN TO TRAVEL TO AND ATTEND THE LEAGUE OF MINNESOTA CITIES ANNUAL CONFERENCE IN ROCHESTER, MN FROM JUNE 26-28, 2024. MOTION PASSED UNANIMOUSLY.

8. DISUCSSION ITEMS – None.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Tran congratulated everyone for Item 4.9. She stated they had taken care of Willowstone Park, Sunny Acres Park, Tessman Park, Park Lawn Park, Cavelle Park and Edgewood Park for repairs for elderly and disabled population. She stated the residents could now get out more to the parks as the weather is warmer. She stated people should reach out

more in the community for unity and greet and get to know each other.

She congratulated Police Chief Bruley on getting \$100,000 for his cannabis training from the Minnesota Department of Safety and is working his best to serve our public safety and getting better with the cadet training.

She stated recently in the TV news was a story about scammers scamming the elderly more on their finances. She stated people should watch out for family members, the elderly who lived alone. She stated the scammers sent emails and made phone calls and set up traps and those tricks worked everywhere. She stated it was the same as in Japan every time during the New Year or Christmas. Scammers call the elderly, and they had hearing problem; and couldn't recognize whose voice it was on the phone. She stated the scammer would call and pretend to be their grandkids, saying "grandma hurry, give money, give the password to their savings account and needed the money as soon as possible. She stated the money would then be drained from the elderly savings accounts in Japan. She stated now in American it is the same thing happen and needed to watch out for elderly living alone and if not a family, to help watch out for their neighbors.

Mayor Pro Tem Lee stated Minnesota had a new flag and state seal and was exciting.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager stated that in preparation for the Juneteenth event, a message was sent out if anyone was interested in helping promote the event, there was opportunities to get short a video to help promote the Juneteenth event.

He stated the Tater Daze parade was only a few weeks away and held on June 1, from 11 a. m. to 12 p.m. and followed by the community celebration.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 7:29 p.m.

XP LEE, MAYOR PRO TEM

DEVIN MONTERO, CITY CLERK

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Monday, May 28, 2024
6:05 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Boyd Morson, Xp Lee, Christian Eriksen, Tony McGarvey and Nicole Klonowski; Acting City Manager Angel Smith; City Attorney Jim Thomson; Interim Community Development Director Jason Newby; Finance Director LaTonia Green; Operations and Maintenance Director Dan Ruiz; Recreation and Parks Director Brad Tullberg; Police Chief Mark Bruley and City Clerk Devin Montero.

ABSENT: None.

Mayor Winston opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

Acting City Manager Smith stated there was one public comment at the May 13 Council meeting from Collette Hempel about the Walks the Park event held in June, thanked Recreation and Parks, police department and the sponsors of the Cops and Kids basketball night held at Zanewood Recreation Center. She expressed concerns regarding Representative Nelson's house bill and Senator Hoffman's senate bill and shared what she hoped were included in the bonding bill.

2B PUBLIC COMMENT

1. Daniel Quinones, 8220 Newton Ave N. Stated he was concerned about the state of the city. He asked several questions: 1) Why have 7 African females heads of departments resigned from the city; 2) Why are African American immigrants being threatened by city staff when they ask for the money they are due; 3) Why are there no violence interrupter services at Huntington Place after a double homicide last Halloween; 4) Why did the city not work to resolve the wage theft allegations with the former violence interrupters; 5) Why are Council members being censured and reprimanded for them doing their jobs; 6) Why did the mayor undermine a city vendor providing violence interrupter services;

Mayor Winston stopped Mr. Quinones. He stated when he talked about the Council on what they did, was fine. When he did personal grievances or personal questions, the Council had established a policy for that. Mayor Winston stated if Mr. Quinones continued to do that, he would cut off the microphone and move on to the next person. He asked him to stick to the Council's policy and that it would be appreciated.

Mr. Quinones continued with his questions; 7) Why does the mayor vote on legalized cannabis items when he has a conflict of interest with his private business enterprises.

Mayor Winston stated Mr. Quinones did not understand the rules and asked Mr. Quinones to step away from the podium because he was breaking the Council's rules.

Mr. Quinones stated he believed he had the right to ask questions.

Mayor Winston shut off the microphone and Mr. Quinones stepped away from the podium.

2. Collette Guyotte Hempel, 9277 Trinity Gardens. She stated she looked for the discussion at next week's work session regarding what they were going to do since the bonding bill failed. She stated Speaker of the House Representative Hortman who lived in the city, failed to put it on schedule. She stated they needed to figure out what they were going to do to help the youth. She stated it was not just in the city, as Baltimore was facing the same thing. What they decided to do when they get large groups gather, was to bring in a crows of outreach workers and try to put some structure into the mayhem and chaos.

She stated that in Baltimore they lost 17 kids that would never graduate from high school. She stated they had midnight basketball and had curfews that by 11 p.m. anyone under the age of 14 had to be at home and anyone out at 12 a.m. ages 14 to 16 were to be at home. She stated they needed to provide opportunities by having amenities so that mentors could intervene. She stated they also should consider getting a swimming pool, if they were doing referendums, to put that on. She stated that under the age of 4 it was the leading cause of death and under the age of 14, it was the third leading cause. She stated 55% of adults in the country never attended formal swimming lessons and of them, only 10% of their kids were in formal swimming lessons. She stated that in New York and Baltimore they were teaching kids how to save themselves by doing the elbow, elbow, knee, knee, to climb out of a pool when there was no one there that knew how to save them. She stated they needed to help the kids in Minnesota and especially in the city with the number of immigrants from African countries that didn't have lakes, real convenient in their countries, and needed to help those kids. She stated it was her hope that it would help the police and parks and recreation with the outreach programs and facilities available so that maybe those flash mobs and marijuana parties stopped.

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

Mayor Winston called for a roll call vote.

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

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Mayor Winston's Proclamation of June 1 – June 30, 2024, as "Pride Month" in the City of Brooklyn Park.

Mayor Winston read the proclamation declaring June 1 – June 30, 2024, as "Pride Month" in the City of Brooklyn Park.

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

4.1 TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$389.43) FOR COMPLETION OF THE "CHANSOMARY ESTATES" PROJECT #23-117.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-84 APPROVING A CONDITIONAL USE PERMIT FOR A CLASS II RESTAURANT AT 8515 EDINBURGH CENTER DRIVE NORTH, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

4.3 TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE BROOKLYN PARK LIONS AT THE PARKS AND RECREATION JAZZ IN JULY EVENT HELD JULY 19, 2024, AT THE COMMUNITY ACTIVITY CENTER LAWN, 5600 85TH AVENUE NORTH

4.4 TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR MAM COMPANY DBA BP SMOKE SHOP, LOCATED AT 7642 BROOKLYN BOULEVARD, BROOKLYN PARK, MN 55443

4.4 TO APPROVE A TOBACCO LICENSE FOR MAM COMPANY DBA BP SMOKE SHOP, LOCATED AT 7642 BROOKLYN BOULEVARD, BROOKLYN PARK, MN 55443

4.5 TO APPOINT TONY MCGARVEY AS THE COUNCIL LIAISON TO THE RECREATION AND PARKS ADVISORY COMMISSION EFFECTIVE IMMEDIATELY FOR THE REMAINDER OF 2024.

4.6 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-85 TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO MUTUAL AID AND AUTOMATIC AID AGREEMENTS WITH THE COON RAPIDS FIRE DEPARTMENT AND THE WEST METRO FIRE DISTRICT AND APPROVE THE PROPOSED TERMS AND CONDITIONS AS OUTLINED IN THE ATTACHED AGREEMENTS.

MOTION PASSED UNANIMOUSLY.

5. PUBLIC HEARINGS

5.1 NorthPark Business Center Alternative Urban Areawide Review (AUAR) Update.

Paul Mogush, Planning Director, gave an update on the NorthPark Business Center Alternative Urban Areawide Review.

Mayor Winston continued the public hearing.

The following individuals addressed the Council:

1. Scott Shulte, Community Development Director, City of Champlin. He stated they were talking mostly of the NW corner of business park remaining acres that was left for development. He stated developments had gone well there with a lot of quality development business park type users in the area and seemed to be going nicely. He stated with respect to the 32 acres, they put together a list of concerns as a neighboring community; from the standpoint of that area being considered for 140,000 square feet of retail for that corner.

He stated that on their current commercial business, they had along the highway corridor at 114th Avenue and 117th Avenue, they had commercial quadrants. He stated they believed it would impact those and potentially cannibalize them based on the amount of square footage of retail that was being identified on that corner.

He stated the concern was with the business park use there and knew it was guided for business park use, and under that definition, it allowed various business park typical uses, but it also mentioned limited retail. He stated they could argue that 140,000 square feet of retail on that corner was more than limited. He gave an example and compared it with Champlin. He stated they had a commercial node on the north east corner of 114th Avenue and Highway 169 that had a Cub Foods, Walgreens, two restaurants, three retail strip centers and two other users and was not quite 140,000 square feet and was a major commercial node for Champlin. He was just giving a sense of scale of that area and how much that actually was. He stated they would argue that was more than limited retail.

He stated from a general land use standpoint on the traffic impacts and analysis, there had been studies and they tracked the AUAR from the beginning realizing there was a lot of traffic being generated there. He stated on business park uses there were a lot of workers. He stated they were focused on the remaining 32 acres at 109th Avenue. He stated the cities were jointly pursuing the reconstruction of 109th Avenue and they had gone through the design of those improvements at 109th Avenue, which would help that corridor in terms of traffic movement. He stated he didn't know if there was much they could do at Highway 169/109th Avenue and couldn't add enough lanes there to make it a really good intersection but they were trying to make it as best as they could.

He stated their concerns with the land use again were all commercial there was that they used the traffic analysis from 2022 put together by Kimley Horn, which was Brooklyn Park's consultant related to AUAR. He stated they used them and their data to design 109th Avenue and made those improvements and did signal phasing and timing and that type of thing. He stated that 2022 study identified that whole corner as business park uses and not retail uses. He stated their concern being, now they were talking about retail uses and what they did that do for design of the road, which had already been set. He asked if they had to redesign it based on a change in land use or change in an assumption of land use from back in 2022 when they started the process in designing 109th Avenue. He stated those were their concerns and what their ask was continue what was doing well there up to that point which was business park type uses. He stated if there were retail uses there, at a minimum needed to reconsider the design for 109th Avenue in terms of recommendations and roadway improvements, signal timing and things like that, to reflect that was retail versus industrial.

Council Member Klonowski stated that by reading the study, said that area was built to handle 12,000 trips per day and currently it was around 7,000 and was projected at 9,000 with the proposed development. She asked what the developer was looking to put there.

Planning Director Mogush stated they indicated to Scannell and indicated to staff their hope was to have a gas station/convenience store as well as some separate standalone retail. He stated they didn't have any specifics in terms if a gas station was interested, the name of it, how big it was, and what would the other retail be.

Council Member Klonowski stated from her understanding, their intention was to provide some level of amenities and service to the many workers from the North Park Business Center.

Planning Director Mogush stated that was the intent in both the comprehensive plan and zoning code in allowing that limited retail Mr. Shulte was speaking about in the business park. He stated the category in the comprehensive plan, in the business park zoning district, it was for

just that purpose to make sure areas of employment did have some retail and food service available to the workers.

Council Member Klonowski asked about the taxbase, that if looking at retail applications for the 36 acres, how would that impact the city as far as tax revenue versus if it was to be another type industrial use.

Planning Director Mogush stated on the work done last year on the 610-development study and looking at examples of recent development, those development contributions to the city's taxbase, the stand-alone retail seen built in recent years, contributed to the taxbase on a per acre basis. He stated it was far less than business park style development and ended up being a tradeoff between getting the services to serve the neighborhood and the employees and that extra taxbase they got from the business park style development.

Council Member Klonowski asked with the 36-acre parcel left if it was a substantial enough room to request more business park.

Planning Director Mogush stated staff, and Council had a good relationship with the developer and they're always willing to listen to the suggestions. He stated they were also allowed to operate within the framework of the regulations the city had if they had the environmental clearance under the AUAR, complying with comprehensive plan and the ordinance. He stated they could build those things allowed and they could have discussions with them about encouraging them one way or another.

Council Member Morson asked about the new development on 109th Avenue on how that differed from what was proposed and would they go back and revisit the traffic.

Planning Director Mogush stated Brooklyn Park and Champlin had been working together for a number of years on coming together on the design for reconstructing 109th Avenue and came on an agreement on what that layout would be, adding lanes, adding turn lanes, adding signals, adding curb and gutter to what was a largely rural road. He stated that they were doing a project; like that required a traffic study to understand what were today's needs for traffic and how it changed over time and the future as more development happened and as traffic patterns changed. He stated one of those was done for the project to inform the design and layout of 109th Avenue and his understanding from both city engineers and hearing tonight from Mr. Shulte, the traffic study that was done for the project did assume for those 36 acres, all of it would be office warehouse business park style development and not retail development. He stated Transportation Engineer Holstein had indicated retail did generate some additional traffic on a per sq foot basis than industrial did and the difference when talking about a 227-acre development was small.

Council Member Tran stated the study said the project might have some changes unknown in the areas and asked if they could expect those changes to be positive or negative.

Planning Director Mogush stated that it might be an acknowledgement when looking to the future and using a crystal ball making the best presumptions and predications they could, there will always be a variable they didn't know about. He stated the job of the AUAR document is if any potential environmental impacts where there were potential environmental impacts to propose and mandate mitigation for those impacts. He stated typically those mitigation measures centered around traffic. He stated the AUAR is also about other things, including natural environment and storm water but often those mitigation measures were traffic related as they

were in the project. He stated when they saw the additional turn lanes being built in the area, additional signals, additional lanes to streets and this case two entire new streets were going through the development that were mitigation measures identified in the study to make sure they were prepared for traffic impacts.

Mayor Winston closed the public hearing and returned the to the table for consideration.

5.1 MOTION LEE, SECOND ERIKSEN TO WAIVE THE READING AND ADOPT RESOLUTION #2024-86 TO ADOPT THE 2024 NORTHPARK BUSINESS CENTER ALTERNATIVE URBAN AREA-WIDE REVIEW (AUAR) UPDATE. MOTION PASSED UNANIMOUSLY.

5.2 Public Hearing to Consider Authorizing the Submittal of an Application to the Minnesota Department of Employment and Economic Development Under the Minnesota Investment Fund (MIF) Program for the Expansion of Rotation Engineering.

Malcolm Hicks, Business Development Coordinator, briefed the Council on the submittal of an application to the Minnesota Department of Employment and Economic Development Under the Minnesota Investment Fund (MIF) Program for the expansion of Rotation Engineering.

Mayor Winston opened the public hearing.

The following individuals addressed the Council-None.

Mayor Winston closed the public hearing and returned the item back to the table for consideration.

Council Member McGarvey asked if there was any part the city played in advancing the company's desire to grow or

Business Development Coordinator Hicks stated other than the standard assistance they provided to all businesses within the city, the participation with the particular project was to assist with application process and once submitted, monitor, manage the grant and loan under the conditions of the contract and also include internships from Brooklynk and workforce development and overall management.

Mayor Winston asked how exactly the dollars were used if the DEED granted them and then potentially how many jobs could help support or how that mechanism worked.

Business Development Coordinator Hicks stated the project, adding an additional 22 jobs to the current facility, majority of the jobs were above \$25 per hour. He stated there was also the addition of a 400-ton press, currently they had only one press in the facility and reached its capacity with one and adding another to maintain manufacturing in case of emergencies and taking on new business. He stated there would also be a 26,000 square foot expansion to the current facility.

Mayor Winston asked how that dovetailed with the work they were doing with Brooklynk.in terms of the 15 to 20 jobs.

Business Development Coordinator Hicks stated part of the program, the city decided to incorporate the addition of Brooklynk internships when companies came to the city to apply for those funds. He stated once they received the funds, those internships were not a part of that

job outlook and were separate. He stated most of the time when it came to internships for the city, did know that a number of those internships developed into full time jobs and was the case when they were looking to provide internships and working in partnerships with businesses.

Mayor Winston stated as they establish the biotech district and grow those jobs, that one of the things they had been hearing was at some point add Brooklynk and making sure to at least deliver on that as more jobs came to the city. He stated people knew that programming was robust and programming it with everything they did with Brooklynk.

Council Member Eriksen stated they often heard how would it impact the Brooklyn Park workforce and how Brooklyn Park jobs were created. He stated they were limited in ways to control that and having Brooklynk interns as part of the contract was a guarantee to get youth from the Brooklynks in the door. He stated it was an important tool the city could use and was excited to see that expand.

Council Member Tran supported the idea that the business had to prioritize jobs for the youth. She asked about the amount the repayment would be determined by the number of jobs and how much in percentage.

Business Development Coordinator Hicks stated currently the application for loan was for \$640,000 based on the DEEDS application. He stated the initial calculations were their preliminary approval amount and that amount corresponded to number of jobs, the 22 jobs. He stated when it came to loan forgiveness, DEED did the calculations when it came to percentages of the jobs attained in the amount of the loan that was forgivable. He stated the number of jobs obtained took place after the execution of the contract and allowed the business owner to incorporate those jobs into their business in the next 2 years.

Council Member Tran stated that it said during the project period to have Brooklynk interns, failure to do so could result in a financial penalty for the business. She also asked how much payback of amount was given out.

Business Development Coordinator Hicks stated based on the contract if they didn't satisfy those qualifications when it came to the Brooklynk interns, and the jobs first stated in the original contract, that forgivable portion was no longer valid. He stated they would have to look at the initial deed application and speak to the representatives to get that number once that contract was over and see what the forgivable loan amount would be.

Council Member Lee asked how much the city was part of the reporting structure and if it was mostly a pass-through role. Rotation Engineering, sending information to DEED and DEED would have people following up with the numbers and how the grant was going.

Business Development Coordinator Hicks stated it was a complex partnership with the business owners, the city and DEED. He stated that on the reporting, there were annual reports done from the business to the city and the city forwarded those to DEED after reviewing the report and contract. He stated the city also walked through at the facility and a finalized report provided in addition to the annual reports.

5.2 MOTION ERIKSEN, SECOND LEE TO WAIVE THE READING AND ADOPT RESOLUTION #2024-87 AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT UNDER THE MINNESOTA INVESTMENT FUND (MIF) PROGRAM FOR THE EXPANSION OF ROTATION

ENGINEERING. THE MOTION PASSED. (6 to 0) COUNCIL MEMBER TRAN ABSTAINED.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS.

7.2 Motion to authorize a Letter of Reprimand to Councilmember Maria Tran for Violating the City's Respectful Workplace Policy and the Brooklyn Park Elected Officials Code of Conduct Policy.

7.1 MOTION COUNCIL MEMBER MCGARVEY TO LIMIT DISCUSSION ON ITEM 7.1 TO FIVE MINUTES TOTAL.

Mayor Winston made a friendly amendment to the motion to get that to 15 minutes. Council Member McGarvey accepted the friendly amendment.

7.1 COUNCIL MEMBER KLONOWSKI SECONDED THE MOTION.

City Attorney Thomson stated the motion on the floor was to limit debate for 15 minutes total but would be appropriate if another Council member wanted to amend the motion to something else but would also need a second.

7.1 MOTION TRAN, SECOND MORSON, TO AMEND THE MOTION TO GET MORE TIME TO DISCUSS THE ITEM.

Council Member Klonowski asked if she needed to specify more time.

City Attorney Thomsons stated as he understood the motion was to not to limit the time. He stated it was a proper amendment and had been seconded. He stated the motion now before the Council was the amended motion to not limit the time for the Council to discuss the agenda item. He stated if it failed it went back to the motion to limit it to 15 minutes.

Mayor Winston stated before voting, he would vote on limiting it to 15 minutes. He stated they discussed it in depth at the last meeting and would limit it to 15 minutes out of respect for people watching tonight's item. He stated he respected their own time, but the Council heavily debated it and had some outside influence in between, but was heavily debated and thought they came to a good understanding on it.

7.1 MOTION KLONOWSKI, SECOND WINSTON, TO AMEND THE MOTION FOR DISCUSSION FOR ITEM 7.1 IS 4 MINUTES PER COUNCIL MEMBER IN ORDER THAT NOT ONE COUNCIL MEMBER CAN TAKE ALL 15 MINUTES.

Council Member Tran stated she was okay with that.

7.1 THE MOTION PASSED. (6 TO 1) MORSON VOTED NO.

City Attorney Thomson stated the agenda item was self-explanatory and didn't need further explanation and would be happy to answer questions.

Mayor Winston read the staff report so the public would know and have an understanding what the Council was considering. He stated it was a motion to authorize a letter of reprimand to

Maria Tran for violating the city's respectful workplace policy and the Brooklyn Park's elected officials code of conduct policy. He read the letter of reprimand for Council Member Tran.

Council Member Tran stated at the closed session it was confirmed on the things that had been going on toward her since she was in office. She stated the 4 minutes was not the place for her to speak if she wanted to find justice. She stated she needed to go to court and would say her speech to the jury. She wanted to share with the Council that based on what she found at the closed meeting, found the reason why the person might interpret a different way on her voting no for that employee. She stated it was not a complaint by one employee, it was by those employees that she had questions about transparency in the past. She stated one more thing that came to her attention was that employee was the one she found a violation of using drugs on the city premises. She stated her report was never getting any attention or investigation but now the investigation was towards her.

Mayor Winston asked Council Member Tran to not to go after employees and she agreed not to go after employees and that was why they did a reprimand versus a censure.

Council Member Tran stated she needed to share with the public why the investigation needed to investigate the use of drugs on city premises in the work hour, but it never happened and those she discovered of the violation came to complain about her. She stated that it was something brought to her attention. She believed she needed justice and would go to court, and her lawyer filed a case with the court.

Council Member Eriksen made a point of order. He stated Council Member Tran was currently violating the Council conduct policy tonight.

Mayor Winston stated he and Council Member Lee pointed that out and pointed it out a third time and hopefully she would not go after employees publicly again.

Council Member Tran stated she would be going to court.

Mayor Winston stated that was fine, but the Council was asking Council Member Tran to not go after employees publicly. He stated if she wanted to go to court for it, it would be wonderful. He asked her not to go after employees, because when she punched down, it didn't make the Council look good and she was punching down at someone who could not publicly speak against her.

Council Member Tran stated there was corruption, financial abuse and stated she had a case.

Council Member Morson stated he agreed with Council Member Tran in due process. He stated he was reminded of Council Member Tran going before the Council almost a year ago and stated she had concerns and issues with staff. He stated during that meeting, she introduced her feelings on the way she felt. He stated the mayor came back with a comment that said, "be careful because you can get wrote up yourself." He stated he didn't think that was an appropriate comment for the mayor to say and none of the Council members stepped up to listen to what Council Member Tran had to say. He stated it was a year and half later and she still had not been heard. He stated whether they agreed with her or not, the point was she expressed she had a concern and over the year and half, she expressed she felt bullied by the mayor and mayor Pro Tem and did not want to come back to the Council chambers because of it.

He stated they were not able to determine how she felt, and she felt the way she felt, but out of due process and code of conduct, they were supposed to listen to what she had to say. He stated the Council did not give her the platform to share her concerns before the Council, yet when the tables were turned, a city staff had a complaint, an investigation was launched and everything else. He didn't agree with the investigation because of his understanding, the mayor could not spend city money without the Council's approval. He stated with the understanding by state statute, the mayor's limited duties were to conduct the meeting, to do business for the city, signing documents and things like that. He stated to make any decisions in that manner had to come before the Council to approve any investigations and actions regarding any type of decisions using taxpayer's money as well as to prevent any shenanigans between the city manager, city attorney, or mayor to control the city and residents in processes like that.

He stated the process regarding Council Member Tran was not appropriate through the lens of his eyes. He stated she deserved better and thought about the opportunity for her to have her situation heard, the Council denied her that opportunity to have her right and due process to have her day before this Council. He stated the Council didn't give her due process to listen to what she had to say and it was 18 months later, but the city staff was going after her with a complaint and the Council was rushed to implement the investigation and it was not justice, especially a respect for a fellow Council member.

Council Member Klonowski asked the city attorney to specify the findings of facts around the allegations made by Council Member Tran according to the investigator because she felt she was reading a different report than Council Member Morson.

City Attorney Thomson stated the findings were summarized in the letter that was before the Council tonight. He stated the investigator after examining the facts, considered all the evidence that was submitted to her and concluded that the alleged conduct did violate the city's code of conduct and respectful workplace policy dealing with treating city employees as professionals, working through the city manager to address employee matters, and publicly criticizing an employee. He stated that it was the findings of the investigator that the allegations of the complainant were substantiated.

Council Member Klonowski stated there was another section in the report that outlined her concerns that Council Member Tran did bring up to the city staff and how they were resolved.

City Attorney Thomson stated Council Member Tran in her meeting with the investigator raised issues that she felt would constitute a defense to the complaint made against her. He stated the investigator looked at all those defenses and concluded that the defenses were not substantiated, and they did not change the investigators' conclusions that the findings showed that the allegations were substantiated.

Council Member Klonowski stated what she was reading, there were several allegations brought up by Council Member Tran to city staff, particularly, city manager Stroebel and each one highlighted in the report was reviewed and some level of direction was given by the city manager to address each concern.

City Attorney Thomson stated the investigator listened to Council Member Tran, listened to what she had to say about those other matters, investigated those other matters and concluded Council Member Tran's concerns were properly addressed by the city manager and the other allegations and did not constitute a defense to the action that gave rise to the complainant.

Council Member Klonowski stated the only thing left Council Member Tran had been asking for was the review of City Manager Stroebel and that was in the works, and they would have a private entity helping the Council in that review. She stated it almost seemed like those two things were being conflated together when the rebuke was centering around the behavior toward the harassment complaint from a specific employee and not necessarily Council Member Tran's unresolvable issues that she felt City Manager Stroebel had not completed. She stated they were two separate things.

City Attorney Thomson stated they were two separate things, but Council Member Tran raised them in her interview. The investigator did look into them and came to conclusions about them. He stated they were separate, but they got related because Council Member Tran, which she had a right to do, raised those matters as potential defenses to the allegations.

Council Member Kowalski stated the rebuke was specifically brought forward by Council following a complaint of harassment by a city employee. An investigator provided an investigation, thorough, a report to Council, a closed session conversation, where the Council decided jointly, the majority, that the rebuke of letter would be the correct action. She stated that was her understanding.

Mayor Winston stated there were number of bold face lies stated. It was not 18 months later because the new Council had not been in the office for 18 months. He stated the reason the Council was there complaints were made against employees, people were concerned about employee behavior. He stated the process that people wanted to continuously point out, how their system worked. The process was such, the Council and their code of conduct and how they were set up as cities determines, if they had an issue with an employee, they did not bring them up in front of the Council. He stated what bothered him, there were people on the Council who would sit in front of employees, literally sit in front of employees, in a meeting, in a city Council meeting and say, it was good policy for me to line them up in public if they had criticism against them. He stated people thought that was the best spirit of democracy, to punch down on employees, "Hey look we are going to get you in front of Council, we disagree with you, we don't like this behavior, I'm concerned, I want to bring it up, I want to besmirch your name publicly, even though you didn't run for office." He stated the Council signed up for that stuff as electeds and employees did not sign up for that, to be put in firing squad and when someone was not happy with it, the Council would say, well that was just democracy. He stated that was not democracy in its best form.

Mayor Winston thought people forgot the history of the city or maybe they didn't want to understand it or simply could not understand it. He stated before the Council who was there tonight, there was a Council member who consistently went after and embarrassed a fire chief. The fire chief sued, the city had to pay, not his money, not the Council member's money, but pay taxpayer's dollars. He stated they had to pay taxpayer dollars because an elected official could not conduct themselves in fashion by becoming an elected official and respected somebody who worked in the city. He stated the city had to pay out of pocket when there was a whole process in place for people to simply say, "hey city manager, I have issue with this." He stated that they spoke to just to the liability, just the legal actual reality they lived in as a city. He stated they could come out on a regular basis out of pocket if they didn't have a system that respected and protected employees. He stated it was just dollars and cents for those that did not have a moral compass to understand that they should not line up employees in a fire squad. He stated if they couldn't understand the moral elements, to understand this, if they couldn't respect the employee, the system would respect the employee and taxpayers would pay and no one up at the dais had an interest in that.

He stated that in terms of process, Council Member Tran had her day in court, not the courts, but in front of the Council. He stated there was a closed meeting and unlike other Council members, she showed up, she listened and made her case and the Council came to a conclusion of reprimand because at that time, not sure where they were now, Council Member Tran said she saw the different perspective, she would not want to be that employee standing up there getting embarrassed in that fashion and said she got it. He stated the Council said a reprimand was appropriate because they did not think that would happen again. He stated that was the Council saying, they wanted to hear from her, what she thought, Council treated her as Council member and respected that and they heard her what she had to say and the Council said what they had to say and then the Council came to a conclusion.

Mayor Winst stated she was there and not absent and she was there today and respected that piece. He stated as far as the process of saying, the mayor couldn't do this, and maybe the Council needed to make it public, because they had some Council members that would literally take advantage of the public not knowing their processes and maybe the Council needed to make the process very clear. He stated when an employee made a complaint, because of legal reasons, the Council wanted to be a good Council, the Council wanted to be a good city, there was a process. He stated it came to him and the city manager. They talk and city manager had within the budget, were certain tools they could use for investigations.

He stated he didn't know what state law Council Member Morson was trying to determine, but there were states under a charter and different ways a city could be set up. He stated to cookie cutter them all meant Council Member Morson was either politically unaware of the reality of what went on with cities or he was making the case that was based on the basis lack in morality they had seen up at the dais in quite some time. He stated what he was hoping was that people understood because they were not going to reach certain Council members and that was fine. He stated they could agree to disagree and hope that first, the employees understood and second, residents understood, they went through the process. An employee made a complaint, the Council listened, they went through the official process that was outlined in their rules and procedures. They discussed it and said they did not have enough information and had to spend some tax dollars on that. He stated they had an investigation to put those facts on the table, the facts that were found, the employee was disrespected. He stated the second thing, the person also said Council Member Tran had these issues with employees; the city manager, contrary to what had been said, what had been lied to in the most basic fashion, the city manager did do an investigation that day and addressed other things.

He stated the problem was that increasingly they lived in a society where they did not get the outcome they wanted, someone either lied, or didn't listen to them; or they were just a bad person, the process was executed. He stated whether they agreed with the city manager's outcome or not or the decision or not, that it was literally the government that Brooklyn Park had chosen, which he was not pushing back against, and stated he like it. He stated that was the decision that was made. He stated he didn't want to be the person because he could promise that some of the people at the dais were snickering and laughing. He stated if he was in the city manager's position, it would be the worst outcome. He stated the process was respected, people might not agree with the process because it didn't boost their ego, didn't make them feel good about themselves, put them in a bad light and that was politics. He stated they all get in a bad light, but they obeyed and respected the process and contrary to what people thought, they chose an independent investigator because they didn't want to find those facts themselves, and in any way be biased for or against. He stated that was the decision that was made.

Council Member Eriksen thought it was worth noting again, as he did during the closed meeting

that Brooklyn Park was a suburb like many others in a state like many others, when it came to city staff and residents, the 7 people sitting up at the dais had a great deal of power. He stated when it came to employees, aside from the 20 or 25 employees that they often saw at Council meetings, they didn't know who all of them were. He stated he didn't know who worked at the maintenance facility, didn't know every one of the police officers, and didn't know them all, but they knew the Council. He stated they deserved to expect that when they interacted with the Council, and they would be treated fairly. He stated they would be given the benefit of the doubt that if they did something wrong, perhaps one of the Council members believed they did something wrong, they would get their due process, treated fairly under their union contract, under their city of agreement of employment, however they were employed by the Council, they would be treated fairly and got the due process they deserved. He stated the 7 of the Council members sitting up at the dais were elected, they were hard to get rid of, could recall them or they could vacate their position for 90 days, otherwise, employees and residents would be stuck with the Council. He stated they had an obligation to hold that power carefully, responsibly, and in such a way those people who were subject to what they did up at the dais, felt safe and they would be treated fairly and decently 100% of the time. He stated he felt that had been forgotten a great deal lately by a number of people sitting up at the dais now and they could not allow that to continue. He stated the fact that as a Council heard Council Member Tran say that she understood what she did wrong and the Council agreed the letter of reprimand was sufficient and then to hear her tonight do the exact same thing from this dais made him want to table it for tonight and go back to consider a formal censure under the same terms of Council Member Morson's censure because Council Member Tran had failed to grasp the basics of what they talked about during the closed meeting.

Council Member Lee stated that if they were not embarrassed, he didn't know what else to say. He stated it was embarrassing that they had Council members up at the dais politicking, interrupting and there was a time and place for it. He stated he understood personalities were personalities, there was outspokenness, there was chaos and there was agitation. He stated he got that, and was all for it, but there was also a decorum and respect and power dynamics. He stated there were a couple Council members who didn't understand it and thought they wouldn't understand it. He stated to Council Member Morson, that he thought it was shameful what he was saying and continued to say and to Council Member Tran, he thought it was shameful.

Council Member Morson asked if he was attacking him.

Council Member Lee stated he said it was shameful.

Council Member Morson asked if that was an attack.

Council Member Lee stated he was saying it was shameful.

Council Member Morson asked (not audible)

Council Member Lee stated he was saying it was shameful.

Council Member Tran stated he was attacking others.

Mayor Winston asked Council Member Morson if he would let Council Member Lee finish his statement.

Council Member Morson stated he wanted to know if it was an attack.

Council Member Lee stated he was saying it was shameful.

Mayor Winston stated Council Member Lee made a point it was shameful. He stated they all had called out each other for behavior and to suddenly say that he called the behavior shameful was a personal attack on Council Member Morson.

Council Member Morson stated he was asking if it was attacking him.

Mayor Winston asked Council Member Morson if he would let other people talk and if he had the decency to let people finish a thought before interjecting to try to make himself look like he was going to finish his statement, but he wouldn't let the mayor finish. He stated he understood Council Member Tran was hurt and angry.

Council Member Tran stated Mayor Winston allowed others to finish.

Council Member Tran asked who the leader was.

Mayor Winston asked Council Member Tran if she could allow him to finish and asked if people could finish their statements. He stated at some point they were going to have to recess. He stated Council Member Tran could not allow people to finish. He stated that his point was, if they called each other out for behavior, that was one thing, but it was not about the Council protecting themselves from one another.

Council Member Morson stated (inaudible)

Mayor Winston stated he understood Council Member Morson wanted to play the victim.

Council Member Morson stated he asked a question.

Mayor Winton stated he made a statement to Council Member Morson as the person that was facilitating the meeting.

Council Member Morson stated he didn't hear Council member defer and didn't hear him say that.

Council Member Lee stated he would defer to the mayor.

Mayor Winston stated that Council Member Morson could read his behavior, that was on him. He stated that if Council Member Morson listened to people and not just in words but in their body language, he would understand what they were up against at the dais. He stated what he was telling Council Member Morson to not make it about the Council members against one another. He stated that the whole thing did not arise from the city Council going at each other like politicians did. He stated the people did not want to see that. He stated what had come from was the Council protecting an employee and was not about protecting a Council member.

Council Member Tran asked the mayor to look in the mirror.

Mayor Winston stated that was the problem. He stated he didn't recognize Council Member Morson.

Council Member Morson stated (inaudible)

Mayor Winston stated to Council Member Morson he did not recognize him to speak and did not recognize Council Member Tran.

Council Member Klonowski called for a point of order. She stated it was out of control, and she voted for the Council to take a recess. She stated it was embarrassing for Brooklyn Park.

NOTE: Due to interruptions by Council Member Tran and Council Member Morson, Mayor Winston called for a five-minute recess.

At 7:42 p.m. Mayor Winston called for a recess.

At 7:47 p.m. Mayor Winston reconvened the meeting.

Mayor Winston stated they were going to let Council Member Lee finish his statement followed by Council Member Eriksen and suggested a motion to table Items 7.2 and 7.3 or table the remainder of the agenda and adjourn after that.

Council Member Lee stated he supported Council Member Eriksen's suggestion to table, in light of the comments that were made tonight and wanted to second the motion to table Item 7.1.

Mayor Winston stated his understanding was there needed to be some direction. If he was tabling to just tabling it or tabling to censure in a similar fashion like Council Member Morson. He stated he would want to direct staff if he wanted to do that or anything in between he would do the same, but that would be how that motion would work.

Council Member Lee stated that depending on Council Member Eriksen's motion, he could amend it however he wanted to, but he would second it.

7.1 MOTION ERIKSEN, SECOND KLONOWSKI TO TABLE ITEM 7.1 AND INSTRUCT STAFF TO COME BACK WITH A CENSURE MOTION FOR THE NEXT COUNCIL MEETING SIMILAR TO WHICH THEY PASSED FOR COUNCIL MEMBER MORSON.

Mayor Winston called for a roll call vote.

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

V. MOTION WINSTON, SECOND MCGARVEY TO ADJOURN THE MEETING. He stated the other items would be tabled to the next meeting.

Council Member Eriksen stated he would like to speak to opposition to adjourning the meeting. He stated he didn't think the Council should let the behavior of a few interrupts the work of the city.

Mayor Winston stated that given the way tempers flowed, he thought they could move on with the business of the city. He stated there were issues that had been bubbling for quite some time and thought they were dealing with them, and they would deal with them again. He stated he was sure they would not continuously be interrupted during meetings and if they were they would deal with it. He thought a lot of people were in the mood to say let's go home and reset for another meeting.

V. THE VOTE ON THE MOTION PASSED. 4 YES VOTES-(LEE, KLONOWSKI, MCGARVEY, WINSTON) 3 NO VOTES-MORSON, TRAN, ERIKSEN).

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 7:52 p.m.

HOLLIES WINSTON, MAYOR

DEVIN MONTERO, CITY CLERK

REGULAR BROOKLYN PARK CITY COUNCIL MEETING

Monday, October 28, 2024
7:20 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Maria Tran, Boyd Morson, Xp Lee, Christian Eriksen, Tony McGarvey and Nicole Klonowski; City Manager Jay Stroebel; City Attorney Jim Thomson; Community Development Director Tim Gladhill; Finance Director LaTonia Green; Acting Operations and Maintenance Director Greg Hoag; Recreation and Parks Director Brad Tullberg; Police Chief Mark Bruley and City Clerk Devin Montero.

ABSENT: None.

Mayor Winston opened the meeting with the Pledge of Allegiance.

2A RESPONSE TO PRIOR PUBLIC COMMENT

City Manager Stroebel stated there was one public comment from the last meeting. Ms. Guyott Hemple and requested the Council consider approving a special election next year to cover the costs for the fire station Community activity center, and possibly to invest in a new swimming pool and put that by a referendum. She also shared words of support for advocacy for Council Member Tran on various issues.

2B PUBLIC COMMENT

1. Collette Guyott Hempel, 9277 Trinity Gardens. Stated she wanted housing with dignity for residents in the city and that meant family housing with multiple bedrooms, two people per bedroom maximum, sprinklers, ADA equipped units to prevent overcrowding. She stated the city could build new complexes for the price instead of the replacement and repair price for Huntington. She stated \$200 million was what was said, and the place was only worth \$80 million. She asked that new builders be allowed to bring back projects they suggested last year through this year. She stated Huntington received \$10 million from the State, \$3.4million from Hennepin County and asked why they didn't consider Brooklyn Park residents first because there were no requirements on that money and could of paid the back of the \$5 million. She asked why was it that 834 units that were all one bedroom had 2,500 people instead of 1,670 people that would be two people per unit. She asked why Brooklyn Park residents and businesses should pay for them to have \$7,100 dollars per unit in forgiveness over and above what the state and county already paid. She stated every homeowner should get that \$7,100 if that was what the city was going to do and that would be \$158 million.

She stated now the state had made it that affordable apartments got to write off two thirds of any tax bill if they did repairs, maintenance and security changes. She stated that If Huntington, instead of \$800,000 next year, if they paid a million dollars' worth of repairs, the city got \$200,000 instead of the \$800,000. She stated the city had to worry about Senate File 1957, good intentions to get repairs done but meant that cities like Brooklyn Park in the first ring that cared enough to build apartments and have affordable housing lose, tax base and where would the money be for the police and fire departments.

3A. MOTION KLONOWSKI, SECOND LEE TO APPROVE THE AGENDA AS SUBMITTED BY THE CITY CLERK WITH ADDITION OF COUNCIL SEATING ARRANGEMENTS ADDED BEFORE ITEM 3B.1 AND ITEMS 4.6, 4.8 AND 4.15 PULLED FROM THE CONSENT AGENDA FOR SEPARATE CONSIDERATION. THE MOTION PASSED UNANIMOUSLY.

Mayor Winston briefed the Council on the seating arrangements.

3. MOTION KLONOWSKI, SECOND LEE TO APPROVE THE SEATING ARRANGEMENTS.

Council Member Tran asked why there was a new seating arrangement.

Mayor Winston asked Council Member Tran to allow the city manager to speak and he would take a recess if she continued interrupting.

At 7:30 p.m. Mayor Winston took a recess.

At 7:35 p.m. Mayor Winston reconvened the meeting.

3. MOTION LEE, SECOND KLONOWSKI TO CALL THE QUESTION ON THE VOTE. THE MOTION PASSED (5 TO 2) MORSON AND TRAN VOTED NO.

3.THE VOTE ON THE MOTION ON CHANGING THE COUNCIL'S SEATING ARRANGEMENTS PASSED. (5 TO 2) MORSON AND TRAN VOTED NO.

At 7:42pm the Council members moved to their new assigned seats.

Council Member Tran refused to move to her new seating arrangement.

Mayor Winston called for recess at 7:44 pm.

At: 7:49 pm Mayor Winston reconvened the meeting.

MOTION KLONOWSKI, SECOND MCGARVEY TO ADJOURN THE MEETING.

Mayor Winston called for a roll call vote.

THE MOTION FAILED ON A ROLL CALL VOTE AS FOLLOWS: YES-KLONOWSKI, MCGARVEY, NO-TRAN, LEE, ERIKSEN, MORSON; ABSTAINED-WINSTON.

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B1 Robbinsdale School District Superintendent Introduction

City Manager Stroebel introduced Dr. Teri Staloch, ISD 281 Superintendent. Dr. Staloch gave a presentation.

3B.2 Mayor's Proclamation Recognizing And Honoring Veterans In The City Of Brooklyn Park On Veteran's Day, November 11, 2024.

Council Member McGarvey read the proclamation proclaiming November 11, 2024, as "Veterans

Day” Recognizing and Honoring Veterans in the City Of Brooklyn Park.

4.0 MOTION TRAN, SECOND MCGARVEY TO APPROVE THE FOLLOWING ADMINISTRATIVE CONSENT ITEM: (Items 4.6, 4.8 and 4.15 were removed for separate consideration.

4.1 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-152 AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUTES, SECTION 465.03.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-153 TO APPROVE A PRELIMINARY PLAT FOR “PRAIRIE SEEDS ACADEMY” AT A PROPERTY ADDRESSED 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-154 FOR THE APPROVAL OF A FINAL PLAT FOR “PRAIRIE SEEDS ACADEMY” AT 6200 WEST BROADWAY FOR THE CREATION OF ONE LOT.

4.2 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-155 FOR THE APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN EXPANSION TO THE EXISTING STRUCTURE AT 6200 WEST BROADWAY.

4.2 TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-1306 AMENDING CHAPTER 152 REZONING 2.41 ACRES FROM R-1 DETACHED SINGLE-FAMILY ESTATE DISTRICT TO PI PUBLIC INSTITUTION AT 6200 WEST BROADWAY.

4.3 TO WAIVE THE READING AND ADOPT RESOLUTION 2024-156 APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO REPAIR SERVICE, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

4.4 WAIVE THE READING AND ADOPT RESOLUTION #2024-157 RATIFYING THE EXTENSION OF TIME GRANTED BY CITY STAFF TO REVIEW SCANNELL PROPERTIES #377, LLC’S APPLICATION RELATED TO THE FINAL PLAT OF NORTHPARK BUSINESS CENTER NINTH ADDITION.

4.4 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-158 APPROVING A FINAL PLAT FOR “NORTHPARK BUSINESS CENTER NINTH ADDITION” AT THE NORTHWEST INTERSECTION OF XYLON AVENUE NORTH AND OXBOW CREEK DRIVE.

4.5 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-159 APPROVING A FINAL PLAT FOR “THE BROOK” AT 6001 94TH AVENUE NORTH FOR THE CREATION OF ONE LOT.

4.7 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-160 TO APPROVE THE PROPOSAL FROM BOLTON & MENK, INC. FOR ENGINEERING SERVICES FOR THE VILLAGE CREEK AREA STREET AND SIDEWALK IMPROVEMENTS

4.9 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-161 TO APPROVE AN AGREEMENT WITH INCONTROL INC. FOR SCADA OPERATIONAL

IMPROVEMENTS AT THE WATER TREATMENT PLANT.

4.10 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-162 TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DESIGN BY MELO FOR CONSTRUCTION ADMINISTRATION IN THE AMOUNT OF \$139,910 FOR ZANEWOOD RECREATION CENTER.

4.11 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-163 APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR THE JOINT COMMUNITY POLICE PARTNERSHIP.

4.12 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-164 TO APPROVE THE PURCHASE OF LOCKERS FOR THE POLICE STATION FROM STEEL SOLUTIONS AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE PROPOSAL.

4.13 TO FULLY RELEASE SUBDIVISION BOND NO. 41BSBAC0593 FOR COMPLETION OF THE "MARANATHA CHRISTIAN ACADEMY" PROJECT #24-103.

4.14 TO WAIVE THE READING AND ADOPT RESOLUTION #2024-165 APPROVING A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR A SECOND ALTERNATIVE RESPONSE TEAM.

4.0 THE MOTION PASSED UNANIMOUSLY.

4.6 6301 Welcome Ave - Conditional Use Permit, #24-115 for an Auto Oriented Repair Service on a Property Zoned BP

Erin Perdu, Interim Planning Director, briefed the Council on the Conditional Use Permit, for an Auto Oriented Repair Service on a Property Zoned BP.

Council Member Morson stated he had been involved and the business owner reached out to him regarding the issue, and he had concerns. He stated if they did nothing, the CUP was still the same way or take no action it would be the same way and by being the same way or denial, it did not safeguard individual tenants in there. He stated he knew it was said they were willing to work individually with those tenants to provide a cup independently.

Interim Planning Director Perdu stated staff had a meeting with the tenants and owners and would like to work with them to get individual CUPs based on their particular use. She stated then they would be able to make sure the conditions on the use were appropriate, for example, the request was to remove blanket prohibition on auto-lifts. Part of the CUP was issued in 1989 and not all of the users needed or wanted auto-lifts and that individual approach would allow customized conditions.

Council Member Morson stated his concern was that it went back to the owners of the property dating back to 1989 CUP. He stated some of them didn't share information with tenants they were renting to. He stated the tenants were not aware of the ordinance that existed, handcuffing them in their situation. He stated they had a lift but couldn't use it according to the existing CUP and in the paint shop too. He stated he had toured those places; they needed a lift in the paint shop. He stated he would be more on board if she had presented the Council with an alternative CUP. He stated once they deny it, or ignore it, it was still in existence and subjected those tenants to the ordinances that were currently in existence. He stated she said she was going to work with them

independently but there was nothing in writing that said they would do that. He stated if they wanted to go to one of those business owners who had a lift, which was not appropriate to be there according to the CUP, and require them to leave, then they would be out of business, because they were not protected. He stated if they had had the language that would support what she was saying would be more of a confirmation to him and those tenants. He stated he had met with staff and owners of the property, and they were not aware of a lot of things. He asked how soon she would be able to have language that supported those tenants in those buildings.

Interim Planning Director Perdu stated it would be a matter of creating CUPs for each of the users and would not be one replacement CUP and would be a series of them. She didn't know how long it would take even with staff's help it would require them to apply. She stated if the CUP request was denied, the original CUP was still there, and nothing changed. She stated right now the lift that was in existence on the property was not conforming to the conditions. She stated staff could of pursued getting them out but instead their approach was working with them and made sure they got the right approvals. She stated it was not staff's intent to get rid of the businesses and it was staff's intent to correct code enforcement issues and working on that as well.

Council Member Morson stated he didn't want to see them packing everything. At the last meeting, one of the businesses talked about leaving because of what was going on and been there several years. He didn't think that was a good position to put anyone in when they had been working in those buildings for so long and now being forced out. He stated it provides an opportunity for them to feel safe, feel they had some protection, if they had language that spoke to that. He stated he heard there wasn't a timeframe when that would be developed or written. He was trusting, it would be in place to safeguard those residents' doing business in the city. He stated he wanted to wait to give a time frame when the language would be developed and ready so the tenants were not unprotected for how long the length of the time period would be before they would get the language ready.

City Attorney Thomson stated the action tonight was not to revoke the existing CUP. The applicant made a request to change that, and staff and the planning commission were recommending to deny that request. He stated the existing CUP would still be in effect and staff could work with the property owners and tenants to come up with a better CUP. He stated it wouldn't force them out of business, because the existing CUP was still in effect

Community Development Director Gladhill stated if they did not have statute 5099, which was known as the 60-day rule, they could work with this a lot closer. He stated if they took no action, they already extended it once, the amendment would automatically be approved. He thought it was going to exacerbate the issue, as they were getting a bunch of complaints from the surrounding neighbors. He stated their concerns, was not those doing the right thing, trying to add a point booth and trying to add a lift. He stated there were too many motor vehicle repair stations in that multitenant building that was creating parking issues and had to resolve it. He stated there were few tenants that were painting without paint booths and creating a clear nuisance and could work through that. He stated with the statute they had to act, and the amendment was not the right approach, the underlining CUP was not the right approach but because of the way the statute was written, the best option was to deny the amendment. He stated it would be reviewed with the planning commission in November if not December and could draft a good resolution to make the amendment. He stated they would work with the neighborhood and staff for those that were trying to comply. He stated they were not going to take action to get them evicted. He stated he couldn't control what the landowner was going to do as they might do something completely different than expected and they couldn't control that. He stated their recommendation; was bring the request to a conclusion to make this amendment stop and bring forward the right approach. He stated the

city was pro-business and was the right route to go to get to their concerns.

4.6 MOTION LEE, SECOND KLONOWSKI TO WAIVE THE READING AND ADOPT RESOLUTION #2024-166 TO ADOPT FINDINGS OF FACT FOR THE DENIAL OF A CONDITIONAL USE PERMIT REQUEST FOR AN AUTO ORIENTED REPAIR FACILITY AT 6301 WELCOME AVENUE NORTH. MOTION PASSED. MORSON ABSTAINED.

4.8 Approve Change Orders #3 and #4 for Well #10 Building improvements to American Liberty Construction Inc.

Greg Hoag, Acting Operations and Maintenance Director briefed the Council on the Change Orders for Well #10 Building improvements to American Liberty Construction Inc.

Council Member McGarvey stated Director Hoag answered his questions. He stated it was not a huge dollar amount and wary when contractors didn't know and thought why they didn't discover the potential leak when initially bidding on the project, which was why he pulled it from the consent agenda. He stated the money still added up over the years when the change orders were in the tens, twenty and thirty thousands of dollars.

4.8 MOTION LEE, SECOND MCGARVEY TO WAIVE THE READING AND ADOPT RESOLUTION #2024-167 TO APPROVE CHANGE ORDERS FOR THE WELL #10 BUILDING REHABILITATION PROJECT FOR AMERICAN LIBERTY CONSTRUCTION. MOTION PASSED UNANIMOUSLY.

4.15 Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 And Chapter 4, Section 4.03, of the Home Rule City Charter.

Chair Secara briefed the Council on the amendments to Chapter 2, Section 2.06 and Chapter 4, 4.03.

Council Member Klonowski thanked Chair Secara and Commissioners. She stated the Council asked the charter commission to review questions they had about Council vacancies and to save money for the city on some of the elections. She stated the commissioners presented it to the Council and the Council asked to take another look at it and it was brought back. She thanked the charter commission for their continued work, the presentation was a wonderful way to honor the will of the voters to make sure all the districts had representation.

Council Member Morson stated his concern was about when the commission talked to the residents about making that change. He asked when the residents were included or involved in that effort to prohibit them from voting or lessening any of those things because it was up to their vote. He stated the 50% plus one percent didn't mean anything because a lot of people didn't vote in the city. He stated that was the reason why they didn't come out during the primary, but they showed up during the General election. He stated that it deprived those individuals an opportunity to cast their vote of the candidate of their choice by making it 50% plus one. He stated he was not in support of it because the residents were not involved in the process of exercising their right to know about what they were trying to change their voting rights in the community and to shorten the time for the vacancy.

Chair Secara stated all meetings were open to the public and no members of the public showed up at any of the meetings to question it, support it or oppose it. He stated the commissioners

were chosen based on their ability to represent the community. He stated they were given guidelines by the Council to focus on the city Council position, not the mayor. He stated that on denying a vote, no one was denying them the ability to vote in the primary. On the 50 percent plus one, he stated the commissioners went back and forth on that one. He stated there were three approaches, the plurality approach: whoever got the most votes won, ranked choice voting and for various reasons that was voted down. He stated the current proposed amendment was suggested by the city attorney. He stated it was an option they found as a nice compromise between ranked choice and plurality method. He stated it would be using the same voting method and still have a majority. He stated the goal, and the Commissioners felt strongly about was to have a representative on the Council that had more than plurality but a clear majority, especially in cases of a special election. He stated that was the reason why they chose the middle ground approach and changes in future statute might allow for revisions to this or event to the current charter. He stated they believed it was the best approach to resolve the concerns brought to us by the Council over the length of vacancies and costs of special elections.

City Attorney Thomson stated the Council directed the charter commission to see what they could do to shorten the time frame where the vacancies occurred. He stated there were public hearing notices for the first reading of the ordinance and there was an opportunity for the public to weigh in either at the at charter commission meeting or the first reading of the ordinance when it was held a couple of weeks ago. He stated if there were more than two people file for Council, there has to be primary. If three or more, has to have a primary and the two highest vote getters from the primary would move forward to the general election. He stated the sense was that if in the primary; if person received more than 50% of vote; they have been voted on by the majority of voters to fill that vacancy by a majority of the voters; and therefore there would be no need for general election; He stated if someone did not receive 50% plus percent of the vote there still would be a general election. He stated the amendment did require a unanimous vote to pass for the Council.

Council Member Klonowski stated it was pertaining only to special elections. She stated the Council asked the charter commission to look at amending the charter to say if it was under two year vacancy that the Council could appoint and point to other cities on what they did. She stated the commissioners said they were uncomfortable with that juncture and already allowed to have the appointment if it was a year or less. The Council asked to extend it because there had been multiple special elections. She stated there was an empty seat for a long time because of the filing dates as required by the state. She stated if it was a two-year term it would end up with almost an entire year potentially serving in that seat. She stated that was where all of that came from was the charter commission saying they wanted the residents to speak out. If there were three people running. She stated if Candidate A had 51%, the other 50% was split between those other two people. it could be 40/10 or 25/25 but it was an effort to make sure for the remainder of a two year term or more that the city has representation for all districts. On the residents having a chance to speak to it, the information was in their packet. Sep 23, they set a public hearing; October 3, the public hearing notice and text of the proposed ordinance was published; October 14 public hearing and first reading of ordinance was held; and today having the second reading of the ordinance. She stated if it passed, the ordinance was published in the newspaper and on February 5, the ordinance became effective. She stated it was open to the public and people are allowed to come to speak.

Chair Secara stated the language amending Section 4.03 was before Council in February 26 and was the exact same language and did not make any changes to it. He stated the reason for the amendment for Section 2.06 was based on feedback they received, and it was determined

the amendment was necessary to Section 2.06 and the reason why they were presenting both amendments concurrently.

City Attorney Thomson stated it only applied in special municipal elections when there was a vacancy and did not apply for this year's general election. He stated if there had been a primary which there was the top two vote getters went to the general election. He stated it was a limited exception only in a situation where there was a vacancy. He stated voter turnout in a special election be it a primary or general was not very high whether it was the primary or regular election. He stated he was not sure they were depriving anyone to vote at a special election.

Council Member Lee stated he wanted to emphasize, the Council was not denying anyone a general vote, they were enhancing a special election process they could make it more effective not just for the residents but also a cost savings for the city.

4.15 MOTION LEE, SECOND KLONOWSKI TO WAIVE THE READING AND ADOPT ON SECOND READING AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.06 OF THE HOME RULE CITY CHARTER.

Council Member Morson asked what would happen if there were two candidates.

Chair Secara stated there would be no primary and they would go to the general election and follow general election rules. He stated to have a primary, there needed to be more than two candidates to have a primary. If there was a primary with 3 candidates, if one got 50% plus one or greater, the candidate would be elected to the Council at that time. He stated if none of them receive that then the top two candidates would go to the general election which serve as a runoff and the plurality of the votes would win.

Council Member Morson stated the amendments were for special elections.

Chair Secara stated the amendments were for special election where the unexpired term was two years or greater and where a primary was required if more than two candidates have applied.

Council Member McGarvey stated if there were only two candidates in a special election the primary would not need to be held and went to the general election. He asked if it would be accurate to say the primary date became the general election, for November in that case.

Chair Secara stated there was a day of declaration; and had to have 46 days prior. He stated if there was no primary needed, presumably the date of what would be the primary election would be the general election and needed only one election.

Council Member McGarvey stated he didn't want the Council to believe that they would have to wait for November for the general election, the typical date used.

Chair Secara stated that would be the case if it was less than 365 days.

Council Member Klonowski clarified if the amendment did not relate to the mayor's seat.

City Attorney Thomson clarified that the wording of the change in Section 4.03, said, "If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor". He stated it applied to every Council member including the mayor.

4.15 THE MOTION FAILED. (5 TO 2) MORSON AND TRAN VOTED NO.

Mayor Winston asked if the other motion to Section 4.03 also failed.

City Attorney Thomson stated the motions were independent and could pass one without the other.

4.15 MOTION KLONOWSKI, SECOND MCGARVEY TO WAIVE THE READING AND ADOPT ON SECOND READING AN ORDINANCE AMENDING CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

Council Member Lee stated that seeing there were some no votes on the Council before voting on the motion made, the Council should have some discussions of why the Council members voted no and try to have some conversations because the amendment needed a unanimous vote. He stated that was question, why are the voting no. For him it was straightforward, save money and get representation for the residents in a very effective way.

Mayor Winston stated it would be up to the Council members to respond and the Council members voting no desired not respond.

Council Member Klonowski asked the two Council members voting no, if they worded the language in way that it did not cover the mayor's seat, would they vote in favor of it or against. She asked if they were going to ask the Charter Commission to take it back and look at it. She asked if that was what made them hesitate, because the Commission spent a year and a half trying to remedy it. She asked Council Member Tran if she would be supportive if it was for the Council and not the mayor position.

Council Member Tran stated whatever is in the system, if they needed to update, they needed to think carefully, and she wanted to rethink about it. She stated it was not just for Council members as the city attorney said it was for the mayor too. She stated they should relook at it and she wanted to think carefully before they did some changes in the system. She stated it was not necessary and had to think carefully.

Mayor Winston asked if Chair Secara could let the Council know the timeline of what had been going on, because some were saying they needed more time. He asked if a year and half or three years were needed. He asked if Chair Secara could go through the timeline it had gone through so the public could understand what the commission had been working on for some time.

Chair Secara stated Section 2:06 required the dates of declaration of vacancy and date calling for special election to be concurrent on the same date. Section; 4:03 was the change on the special primary.

He stated discussions began in July 2023. He stated he was invited to a work session, where the mayor and all Council members were present including the city attorney. He stated the Council brought to the commission a concern about the length of time it took to fill Council Member Pha's position on the Council. She was elected as the state legislator in November 2022. Her vacancy was declared in December and there was a Primary in May 2023 and a special election 2024. He stated in the primary election for the West District, the winning candidate Council Member McGarvey won by at least a two to one margin. He stated if the 4.03 amendment had been in effect, then, Council Member McGarvey would have been seated at that time but under the current Charter as it read then, it went to a general election and the result were the same. He stated

Council asked the Charter Commission to look at it and ways that they could shorten the length of the vacancy in the Council in that situation whether the unexpired term was greater than 365 days. He stated if it was less than 365 days, usually was left open for the general election or the Council retained the option of appointing until the remainder of that unfiled term.

Chair Secara stated at the work session, the commission was asked just to focus on Council members and not the mayor. He stated the commission looked at various options and alluded to those options: RCV, the proposed amendment tonight, and had a one-time special election; or why not an appointment for the remainder of the term until a special election. He stated there was a great deal of opposition to the appointments on the commission. He stated the commission looked at what other Charter cities throughout the twin cities on what they did. The city of Coon Rapids gave the Council an option of appointment or a special election. He stated the commission settled on the options for the reasons they discussed earlier.

He stated they started discussions in September 2023 and brought their proposal to amend Section 4.03 in its current language to the Council in January 2024. He stated he was present for the first reading and the vice chair was present for the second reading in February 26. He stated it was at that time there was some discussion by the Council where they liked the idea of 50% plus one in a special primary but wanted to change some wording due to the desire for appointments and various other issues. He stated the city attorney at that time mentioned that it had to go back to the commission with the city Council comments in order for the commission to change it and then the commission would bring it back to the Council and go through the whole process again.

Chair Secara stated it was during that amending process that the Commission had another meeting with the Council at a work session in May 2024. At that meeting, the Charter Commission Vice Chair and two other commissioners were present with all of the Council members. He stated the Council looked at the history of special elections in the city dating back twenty years. He stated the commission noticed on one occasion the Council had declared a vacancy but waited a month for its next meeting to call a special election. He stated at that time the legislature had not specified the dates on which municipalities could hold special elections. He stated when the Commissioners saw that, if it had both dates concurrent, it could save 45 days and get into that process much sooner. He stated that was where they came up with the amendment to Section 2.06.

On Section 4.03, they discussed it and worked on that and came up with language in May and agreed to forward it to attorney Thomson for review. He stated the Commissioners had a discussion in August and at that time the attorney indicated there wasn't anything legally incorrect about that procedure. It was a policy change, and it would be up to the Council to accept it or deny it.

Chair Secara stated once that came back in September the Commissioners voted on the amendment to Section 2.06 and reauthorized Section 4.03 and agreed at that time to present the two concurrently since they both addressed the issue. He stated they could not add the language that the Council desired to Section 4.03 because it required an amendment to a separate section in the charter.

Mayor Winston stated he heard the Council asking for more time to review or understand it. He asked the city attorney when it was read earlier as it was the second time it had been read and there had been some time if people had been following the Council meetings to consider and track it.

City Attorney Thomson stated the amendment was before the Council on first reading; but it did not require a unanimous vote because it was the first reading. He clarified both of the amendments applied to both the mayor and the Council. He stated the one the Council already voted on had nothing to do with the vote needed to go to the general election. He stated all it did, when a vacancy occurred, the Council declared a vacancy. He stated the current charter provision said, when that happens, they then had up to 45 days to call for the special election. He stated on the amendment they voted on that failed, 5 to 2; what it would have done was require the Council to immediately call the special election and delay that 45 day period. He stated he was not sure the two Council members who voted against it understood that and might have been thinking about Section 4.03. He stated it would be appropriate if the two Council members that voted against it wanted to reconsider their vote and could do that. He just wanted to make it clear the one that Council already voted on did not apply to primary or general elections. He stated that applied when the Council must call a special election to fill the vacancy.

Council Member Lee stated that was the reason to make sure why the Council had a conversation before the second vote. He said to Council Member Morson and Tran the Council talked about it for a long time and had been plenty of information out there for them to review and plenty of opportunities to ask questions, get answers throughout the process. He stated the moment was here in front of Council tonight and didn't think they should table it for the Charter Commission. He stated they had been at the work sessions and had a stellar chair for the Council. He stated whatever feelings of frustration or not being heard, they had plenty of time and want to take a moment to ask them to put that to the side for this vote because the Council needed a unanimous vote to pass it, for residents, for cost savings and made sense to move the city forward and keep the city running as efficiently and effectively as possible. He stated Council already talked about some of the parameters tonight, were given more information asked to vote yes on the second motion that would change the Charter to allow them to modify the special election process. He stated it helped the city save money and be effective.

Council Member Tran stated she knew Council Member Lee wanted her to change her vote but couldn't do it because something recently happened, and a resident opinion came to her and that's why she had to think carefully and why she already voted.

Council Member Morson stated their vote is their vote. If it wasn't satisfying to them and did not have enough information for how every long, they had been reading it, he was asking if the residents weighed in on it. He didn't care if they had many opportunities to do it, the point was, did they do it. He stated if they did not weigh in on that matter, that's what he was concerned about. He didn't care how long it had been going on and thought they had a right to change it if they wanted to change it or not change it. He stated it was not about his opinion; he believed the residents should weigh in on something that was significant to the community. He stated it was not about the same old thing with two people going along with some agenda. He stated they heard those condescending remarks. His main point was if residents weighed in on it and was told it was open to the public and on TV, but did they weigh in on it and he didn't hear yes at all.

Mayor Winston stated the Council should be respectful to the Commissioners because they were volunteers. He stated democracy worked in a fashion where there was a responsibility for people to vote and for people to take advantage of the apparatus that existed. He stated they had a Commission and those things were posted, people who wished to follow could show up and make comments. He stated it was often used as a tactic in politics when people wanted to say they didn't agree with the specific approach to say did the residents speak up or were they there. He stated the city went by law, and made it clear there were opportunities for people to weigh in. He thought the other thing they forgot was that Commissioners were appointed, and they represented

resident voices, and they took that into account. He stated the ordinance was read and was taken into account so people could give feedback during that.

He stated the Council was elected to do the business of the city and the consistency he would like, was when something went through that people liked or the Council supported, he would love that same consistency for them to say did the residents speak on this one. He thought it was often used as tactics to say they didn't agree with it and going to do, X, Y, and Z. He stated residents were given ample opportunities to speak up and notices were publicly posted. He stated quite often people knew about the commission structure and commission opportunities. He stated the law said for those things to pass, it needed to be read "x" amount of times and people had the opportunity to hear that it was read and to respond to their elected officials. He stated there were a number of ways for people to track it and make their voices heard. He stated they also elected people to be their voice and didn't elect the Council to say anything that came before the body of let them vote as a city on it once again. He stated that looking at the agenda, they would be asking residents to vote on 40 things every week and they didn't sign up for that as a U.S. citizen. He thanked Chair Secara for the year and half effort, for the work they put in and the Council appreciated the work they have done. He stated he also wanted to make it clear they were at no point acting in their own direction. He stated the Council had a work session and there were times where special elections took too long, or the process took too long and now they had a district that was supposed to have two representatives but only have one representative. He stated if the representative got sick or something happened in their family and was unable to attend now that district didn't have anyone representing them for a number of months for quite a long time. He stated there were residents of that district that didn't have a voice and encouraged residents if they were interested in understanding the Council pursued it because there were cost savings involved. He stated they asked the Charter Commission to look into it because the Council wanted as much representation from residents as possible. He stated their voices were important and the Council wanted to make sure they heard their voices as residents, and it was a proposed solution to do it. He stated there were people that agreed on how that should happen; if people recall recently in districts where people had gone with the full amount of their voice and that meant it was not easy to get all the work done up at the dais. He stated they couldn't hear from all residents because some residents wanted to reach out to one Council member or to another Council member and then there was those perspectives. He stated why it was put forward and there was motion that was made and was seconded.

City Attorney Thomson stated the motion before the Council was: TO WAIVE THE READING AND ADOPT ON SECOND READING and ORDINANCE AMENDING CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

Council Member Tran and Morson abstained.

Council Member Klonowski asked if the motion passed.

City Attorney Thomson stated he didn't believe the motion passed. He stated the statute required a majority of all members of the Council. Council Member Morson and Tran were still members. They did not vote in favor of it and it didn't matter whether they abstained or not and wouldn't change the vote.

Mayor Winston stated to Chair Secara they could have another work session and consider other things that addressed some of the concerns up at the dais. He stated those concerns were not made aware of what those particular concerns were merely an "abstention" and a "no" and perhaps they could follow up with the Council members maybe offline and they would tell the

Commissioners the reason and then maybe kraft something from there. He thought it was important that every district had two voices for it. He stated for the Council members who abstained, to maybe follow up and find out what the concerns were privately and then kraft something from there. He appreciated the work by the Commission on the Council's behalf.

4.15 THE MOTION FAILED. (5 TO 0) MORSON AND TRAN ABSTAINED.

5. PUBLIC HEARINGS

5.1 Approve an On-Sale Intoxicating Liquor License for Reyes Bar Restaurant Breakfast LLC, Doing Business as Reyes Restaurant Bar & Breakfast, Located at 7901 Brooklyn Boulevard North.

Keith Jullie, Rental and Business Licensing Manager, briefed the Council on the On-Sale Intoxicating Liquor License for Reyes Bar Restaurant Breakfast LLC, Doing Business as Reyes Restaurant Bar & Breakfast, Located at 7901 Brooklyn Boulevard North.

5.1 MOTION LEE, SECOND MCGARVEY TO APPROVE AN ON-SALE INTOXICATING LIQUOR LICENSE FOR REYES BAR RESTAURANT BREAKFAST LLC, DOING BUSINESS AS REYES RESTAURANT BAR & BREAKFAST, LOCATED AT 7901 BROOKLYN BOULEVARD NORTH CONTINGENT ON APPROVAL AND ISSUANCE OF A FOOD LICENSE, CORRECTION OF ALL FIRE CODE ISSUES, ISSUANCE OF ALL REQUIRED PERMITS AND COMPLETION OF ALL REQUIRED INSPECTIONS. MOTION PASSED UNANIMOUSLY.

6. LAND USE ACTIONS-None.

7. GENERAL ACTION ITEMS.

7.1 Appointments to Commissions

BUDGET ADVISORY COMMISSION (BAC) One appointment

City At-large

7.1 MOTION WINSTON, SECOND KLONOWSKI TO APPOINT Amy Meuers TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A THREE-YEAR TERM TO EXPIRE APRIL 1, 2026.

RECREATION AND PARKS ADVISORY COMMISSION (RPAC) One appointment

Central District

7.1 MOTION WINSTON, SECOND KLONOWSKI TO APPOINT Jenkins Vangehn TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A THREE-YEAR TERM TO EXPIRE APRIL 1, 2025.

7.2 Adopt Resolution for Proposed Special Assessments for Certain Delinquent Utility Charges; Abatements Costs for Weed Cutting, Tree Removal, Nuisance Abatements, And Fire Inspection Fees; Administrative Penalty Citations; Various Costs Associated with Rental Housing Cases; and Administrative Fees.

Jason Newby, Inspections & Environmental Health Manager and LaTonia Green, Director of Finance briefed the Council on the Proposed Special Assessments for Certain Delinquent Utility Charges; Abatement Costs for Weed Cutting, Tree Removal, Nuisance Abatements, And Fire Inspection Fees; Administrative Penalty Citations; Various Costs Associated with Rental Housing Cases; and Administrative Fees.

7.2 MOTION KLONOWSKI, SECOND LEE TO WAIVE THE READING AND ADOPT RESOLUTION #2024-168 LEVYING TAX FOR PROPOSED DELINQUENT UTILITY CHARGES, ABATEMENT COSTS FOR WEED CUTTING, TREE REMOVAL, NUISANCE ABATEMENTS, FIRE INSPECTION FEES, ADMINISTRATIVE PENALTY CITATIONS, VARIOUS COSTS ASSOCIATED WITH RENTAL HOUSING CASES, AND ADMINISTRATIVE FEES. MOTION PASSED UNANIMOUSLY.

7.3 Resolution Amending Fee Resolution #2023-136 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota.

LaTonia Green, Finance Director briefed the Council on the Amend Fee Resolution #2023-136 Adopting a Schedule of Fees and Charges for Various Services, Licenses and Permits for the City of Brooklyn Park, Minnesota.

7.3 MOTION KLONOWSKI, SECOND LEE TO WAIVE THE READING AND ADOPT RESOLUTION #2024-175 AMENDING FEE RESOLUTION #2023-136 ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR THE CITY OF BROOKLYN PARK, MINNESOTA. MOTION PASSED UNANIMOUSLY.

At 9:34 p.m. Mayor Winston recused himself and turned over the gavel to Mayor Pro Tem Lee.

Mayor Pro Tem Lee reconvened the meeting.

7.4 Ordinance Amendment: Cannabis Registration and Zoning

Erin Perdu, Interim Planning Director, Keith Jullie, Rental and Business Licensing Manager briefed the Council on the Amendment: Cannabis Registration and Zoning

7.4 MOTION KLONOWSKI, SECOND MCGARVEY TO APPROVE ON FIRST READING OF AN ORDINANCE AMENDING CHAPTERS 127 AND 152 OF THE BROOKLYN PARK CODE OF ORDINANCES ADOPTING REGULATIONS FOR CANNABIS ORIENTED BUSINESSES. MOTION PASSED UNANIMOUSLY.

8. DISCUSSION ITEMS – None.

9A COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Morson stated he heard a lot of conversations regarding the Huntington sale in that there was no haste on the Council to have to make a decision on approving or denying the forgoing balance of \$5 million that was there in existence. He stated he found it equally important and pertinent that the Council have residents be involved in that conversation or discussion to see if they wanted to give opinions to forego and or deny that opportunity forgoing the taxes proposed to Huntington that was mass capital. He thought they should have a meeting amongst that because that was the taxpayer's money and the community was at stake. He stated the city had an opportunity to build or someone come in and assume the problematic

property with problems for long time yet, within the past year, they upgraded the security and armed security, the gate they put around there to minimize some of the crime within that area. He stated it didn't do anything for the horrible living conditions the residents continued to endure and live through. He stated here was a proposed opportunity for someone to come in and begin phase by phase to make corrections, remodeling those areas to make them potentially one, two or three bedrooms. He stated he had been engaging in conversations with a business for the past 2 to 3 months regarding coming in to participate. He stated he was trying to get blueprints and reached the city manager about some blueprints of Huntington and went back as far as they could and still couldn't find blueprints or designs of Huntington. He stated it was an ongoing conversation to bring in some business that wanted to make some difference within the community that they had been complaining about for years. He stated it was an opportunity they could help erase and eradicate some of the unwanted activity and deplorable living conditions and provided the residents or tenants there an opportunity to feel like someone was working on their behalf. He stated the Council should consider that but without depriving the residents an opportunity to weigh in on the money. He stated the money they were asking to be forgiven with a solid plan from mass capital in place that they could visibly see, the stages and phases what they potentially were going to do as opposed to selling. He believed they should present the Council with a phase of what they were going to do so they could see and hold them accountable to what they were proposing to the city and those tenants so the Council could hold them accountable once again. He stated if they did it or not do it, thought a proposed plan should be presented to the Council so they could examine it and see what the potential and possibilities might be from any business coming to want to procure that building and renovate it. He thought it should be open to the residents to come in and weigh their opinions on what the Council should do with that money.

He stated there was a performance review today for the city manager and he wasn't in attendance intentionally. He stated he met with some city staff regarding this matter and met with the HR Director and Assistant city manager. He learned in that conversation they had in the meeting the Council was the one that hired and fired any city manager. He stated it was the responsibility of the Council to choose an organization that did his/her performance evaluation, and that was not how the process went. He stated in the meeting he learned the mayor had a conversation with the city manager and took whatever came out of the conversation, had his staff find some performance review organization to do his performance evaluation. He stated that came from the staff, which was not how it was supposed to work and nor was the mayor to engage that conversation with the city manager without the Council because the Council voted on the city manager's performance or hired and fired. He stated the opportunity was not presented to the Council. He stated the organization was doing the performance evaluation and Council Member Tran and him didn't get emails to the original meeting a few weeks back. He stated he thought they got a letter around the 26th inviting them to a meeting on that day that took place at 11 a.m. and his schedule was already booked. He thought that was not a good thing and wrote to the city attorney to express his concerns about that meeting. He stated after that, he spoke with the city manager and had a meeting with the assistant city manager and HR director to explain who chose these people because he didn't think anyone on the Council knew anything about it. He asked why it wasn't brought to the Council for approval. He stated even if staff had found some potential people, the Council should have had an opportunity to vote on who they decided to choose to take on that responsibility. He stated the company chosen, they were able to do staff evaluations as well and that it was fine to do staff evaluations but was not fine to do city manager evaluations. He stated that decision was supposed to come from the Council to find which direction they were going to go to do that. He stated that was the reason why he didn't participate in that meeting earlier today because he didn't think it followed protocol and the right thing to do because they were the only people that could hire and fire any city

manager. He stated the Council should be the same people that had responsibility of ensuring that an appropriate performance review organization was in place with their decision as a Council as a body and not a mayor's decision.

Council Member Lee stated he was almost sure 99% that Council Member Morson was invited to today's meeting. He stated Council Member Tran was there or at least notified of it in terms of emails. He stated he didn't need to make those decisions in terms of finding a consultant. He thought they were highly regarded consultants that the city had history with, and he was good with it.

Council Member Eriksen pointed out at any time that any Council member could add something to the Council agenda by getting a second from another Council member. He stated if Council Member Morson had a problem with the agency that was selected to do city manager Stroebel's review, he could of found a second and could of brought it to Council. He stated it could have been on the agenda and could of overridden whatever decision was made by HR or by the city manager Stroebel. He stated the time to act as a Council member was not the day of the event. He stated the rest of the Council was there and saw the results of the performance appraisal and each of the Council members was given an opportunity to say whatever they wanted during that meeting. He stated the fact that Council Member Morson opted not to come only deprived his constituents of his voice in that space. He stated the time to act as a Council member was to get something on the agenda at which point the Council could act or not act as they saw fit. He started to complain about something after the fact to city staff which under the terms of the censure he was not supposed to meet without the city manager present. He thought it was inappropriate to use his role on the Council and thought it casts aspersion on the appropriate functioning actions of the city.

Council Member McGarvey thanked all families and children who came out to Spooktacular at Zanewood Recreation Center on Saturday. He stated he was there last year and it was incredible and fun and thanked everyone that made it out to that event.

Council Member Klonowski asked the city attorney if anywhere in the city charter the Council chose their consultants over the city manager. She asked if they had that authority to be the one that chose as a body, a consultant for someone's review.

City Attorney Thomson stated the Council had the authority to decide whatever process the Council wanted to conduct the performance review of the city manager.

Council Member Klonowski stated as it stood, there was not a process outlined, no voting on how it would go or how it would not go.

City Attorney Thomson stated there was nothing in the city code, that he was aware of a specified a process, but just a process be conducted.

Council Member Klonowski stated Council Member Eriksen's point, how long the Council has been talking about the review when they got the 360-review information. She stated at any point it could have been added to the agenda, and it was not. She stated on to the terms of the censure, it was deeply troubling to her, that Council Member Morson met one on one, without following the proper process, with two women, when his first censure was for sexual harassing a staff person, a woman. She asked him what he was doing and why he was putting them in that position, so they were alone with him and then had to ask a person to walk by and make sure they were okay. She stated it was so wildly inappropriate. She stated he could of talked to the

attorney who was a man and instead he went and forced those two women to meet with him against the code of conduct, put them in a horrible situation when you have a track record of sexual harassment of city staff.

She stated it was disturbing. She stated the Council as a whole was informed of today's meeting on October 22 where the city manager asked the Council what time would work. You were invited. The meeting at 11 a.m., that he brought up twice, she thought he was told before there was confusion on his part that there wasn't a meeting at 11 a.m. for any of them to try to have to figure out that day. She stated it was exhausting and was crazing to her that AEON had done a national search to find someone to buy Huntington, yet he thought he had the qualifications to broker a deal for AEON, which by the way, the city had a lien on the property but still private property. She stated Council Member Morson didn't have the background in financing complex multifamily deals. She stated he was not supposed to be out and representing Brooklyn Park in that fashion according to his censure. She stated if there was anything the Council had learned, for her, for almost two years, he didn't care about the rules, didn't care about the process. She stated he wanted to show up and have the bravado and bluster. She stated when he showed up to, however, many of the meetings he chose to and didn't show up but should not show up to the things that he complained about like wanting the city manager to have a staff performance review. She stated he abdicated his duty to the residents so that he could bother the women on staff instead and was just amazing to her.

Council Member Morson stated in all the drama, he went to the city manager about the meeting. She stated the city manager set up the meeting, he didn't set up the meeting. He stated all the stuff she just said, and the city manager set it up. He stated he wasn't bothering anyone or harassing anyone, and she could keep talking all she wanted to. He stated he talked to the city manager, the city manager set the meeting up with him and the people that he said he spoke with. He stated all the other foolishness was just a way to put icing to whatever it is he said, that was all that was. He stated it was just politics by the mayor and that was all it was tonight. He stated as a resident they know as they told him that they saw what was going on. He believed they knew, and he knew they did. He stated all of it was just smoke and mirrors and once again, they always brought up something that wasn't there, but they adamantly talked about something that they were not there. He stated he wanted to make it abundantly clear that he talked to the city manager and the city manager set that meeting up. All he did was show up and ask him questions and no other Council member asked, who was doing it, who was the company doing it, what qualifications did they have and it was never brought to the Council. He stated Council Member Klonowski said it was talked about for so long, and that was not true. He stated the only time he heard it was about three months ago when the mayor said they were discussing it. He asked who we was, because he didn't know anything about it until he said it and when he said it he was wondering what Council Members were engaged in the conversation. He stated Council Member Klonowski said they had been talking about it for so long, and Council Member Tran and him didn't know anything about it. He stated he did not say that he didn't get informed about the meeting today. He stated he had that conversation with the city manager earlier and told him the reason why he wasn't there. He stated when talking about how things got put on the agenda, they put things on the agenda, and they knew what the process was. He stated there were people that didn't vote to talk about it. He stated the Council sat there and watched it, they put something on the agenda but voted it down, so they followed the process. He stated they exercised their right to vote and say no and that was the way it worked. He got it and understood it. He stated all of the Council's bluster as they called it, was their opinion and entitled to their opinion. He stated when they tried to craft it, they tried to dehumanize someone, belittle someone, that's when it took a different turn because they were entitled to their opinion. He stated he could care less about what they thought of him the process was followed.

Mayor Pro Tem Lee stated he was thankful for the staff's help and the city manager in particular in terms of keeping the Council in touch with events and what was going on. He stated he knew they did the best they could every week to give the Council information. He stated the Council had asked for more information ahead of time as much as possible as well. He stated they put pressure on as well and city staff had been accommodating it and he appreciated all the effort the staff had put into trying to meet their demands.

9B CITY MANAGER REPORTS AND ANNOUNCEMENTS

City Manager Stroebel reminded the Council that the next regular Council meeting was Tuesday November 12 as Monday, November 11 was Veterans Day. He stated staff was working on additional community conversations around Huntington on November 6 and once that got solidified, they would get that information to the Council and the community.

He stated that on the review. Several weeks ago, there was a prep meeting that all the people invited to do the 360-review process we invited too. He stated Council Member Morson alleged that he didn't receive emails, and they did confirm with IT, those emails were delivered, because they knew there were questions being asked by Council Member Morson. He stated the HR director looked into, if they had the right email and was in fact delivered and indeed that was the case.

He stated regarding the series of questions, to the process, he stated the 360-review process for himself was wrapped up into hiring a firm that could do the 360s for all the department directors as well and doing the employee engagement survey. He stated he was not part of the process in terms of selecting just like all other city processes, over a certain dollar threshold, they did an RFP process where a number of people put in bids. He stated there was a selection group that identified who was the best vendor and didn't want there to be suggestions in terms of his involvement in selecting that particular firm or being involved in terms of his involvement at all whatsoever. He stated it was a very neutral and fair process, and a 360-review process was probably the most unbiased process they could do for a performance review which they thought would be the most satisfactory to the full Council and the mayor had recommended that route and that's the route the went down on.

On the meeting with the assistant city manager and HR director, he stated that meeting wouldn't of needed to take place if Council Member Morson if had not watched the video, participate in the meeting or followed up as requested. It was only after he asked the assistant city manager and HR director would they be willing to answer your questions because he shouldn't be the one answering questions about his own review. He stated he did ask if they were comfortable to doing it, to answer Council Member Morson's questions and to set the record straight that was correct. He stated all seven Council members did participate in the 360-review process for clarity in terms of filling out the form and did get 100% participation in that. He stated that as been highlighted this evening six of the seven Council members participated in the conversation tonight.

Mayor Pro Tem Lee stated there had been a lot of talk about the community being involved. He stated he had said it before, community residents, please engage. He stated they still had a couple of days left to fill out the survey to help the Council create their new vision. He stated they could check out the city's Facebook, like and subscribe, had YouTube, and newsletters. He stated there was a lot of information and city staff were great as they were, even Council members. He stated the Council could only do so much and just like they had the power to bring

up the agenda items, they had the power to ask the Council questions and try to talk with the Council and staff about what was going on. He stated the Council invited them and wanted them to watch the Council meetings and get the information as they got it. He asked to have conversations with the Council and that was how they would love to have the city work, and how democracy worked heading into the future. He stated Brooklyn Park was growing, Brooklyn Park was rising and had so much potential. He asked the community and residents to get more engaged and meet the Council half way.

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 10:33 p.m.

HOLLIES WINSTON, MAYOR

DEVIN MONTERO, CITY CLERK

BROOKLYN PARK SPECIAL CITY COUNCIL MEETING

Monday, November 18, 2024
5:48 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER - Mayor Hollies Winston

PRESENT Mayor Hollies Winston; Council Members Boyd Morson, Xp Lee, Christian Eriksen, Tony McGarvey and Nicole Klonowski; City Manager Jay Stroebel; City Attorney Joe Sathey; Community Development Director Tim Gladhill; Finance Director LaTonia Green; Operations and Maintenance Director Greg Hoag; Recreation and Parks Director Brad Tullberg; Police Chief Mark Bruley and City Clerk Devin Montero.

ABSENT: Council Member Maria Tran (excused)

Council Member Tran was in the chambers and was not at the Council notice location for remote attendance. Attorney Sathey stated she was considered absent from the meeting.

Mayor Winston opened the meeting with the Pledge of Allegiance.

Mayor Winston stated there would not be a response to prior public comment or public comment due to the special Council meeting. He stated public comments would be taken at the next Council meeting or EDA meeting.

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

3B PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B1 Proclamation Recognizing November 30, 2024, as "Small Business Saturday" in the City of Brooklyn Park.

Mayor Winston read the proclamation proclaiming November 30, 2024, as "Small Business Saturday" in the City of Brooklyn Park.

He acknowledged the Small Business Center in Brooklyn Park and encouraged everyone to visit the facility and the businesses.

3B.2 Mayor's Proclamation of November 2024 as "Native American Indian Heritage Month".

Mayor Winston read the proclamation proclaiming the month of November 2024 as "Native American Heritage Month".

4.0 MOTION KLONOWSKI, SECOND LEE TO APPROVE THE FOLLOWING ADMINISTRATIVE CONSENT ITEMS:

4.1 MOTION KLONOWSKI, SECOND LEE, TO APPROVE THE METRO TRANSIT NETWORK PLAN NOW RESPONSE.

4.2 MOTION KLONOWSKI, SECOND LEE, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-169 TO LEVY SPECIAL ASSESSMENT FOR WATER ASSESSMENT AT 324 81ST AVENUE NORTH.

4.3 MOTION KLONOWSKI, SECOND LEE, TO AUTHORIZE STAFF TO NEGOTIATE AND FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BERGANKDV LTD. FOR AUDIT SERVICES FOR 2024-2027 AUDIT YEARS.

THE MOTION PASSED UNANIMOUSLY.

5. PUBLIC HEARINGS – None.

6. LAND USE ACTIONS -None.

7. GENERAL ACTION ITEMS – None.

8. DISCUSSION ITEMS

8.1 City Manager's Amended 2025 Budget, and 2025-2029 Capital Improvement Plan (CIP) and 2025-2029 Capital Equipment Plan (CEP)

Finance Director Green presented the amended 2025 Budget for the Council's review. She reviewed and explained the various funds that make up the overall budget. These funds include the General Fund, Debt Fund, Enterprise Funds, Special Revenue Funds and Internal Service Funds. She explained the various metrics of each fund and the outcomes of each fund.

She reviewed each department of the city and how the funds were allocated and highlighted various projects and events for the departments. She reported that 76% of the expenditures for the budget is that of salaries and benefits.

She explained that resources have been explored for insurance companies to carry the city for insurance at a lower cost however, there has been a company in the insurance industry that is able to successfully offer the insurance needed for a large municipality.

Council Member Morson asked if they had a salt surplus from last winter season.

Director Green stated she believed the city didn't have an extreme winter or snowplow and did have some salt left over.

Operations and Maintenance Director Hoag explained that there is currently a surplus of salt due to the mild winter of 2023. He stated that in years past there has been a deficit of salt due to the winter conditions and much more plowing and salt taking place. He stated that not as much was used last year therefore more is available this year and not as much was needed to be purchased.

Council Member Morson stated he was concerned of how much they were spending on something they already had. He stated the surplus was fine which meant they didn't have to spend as much for the season. He asked if gas price decline for the purchase of gallons and how it related to how much they spent for gas were going down in purchasing those supplies.

Director Hoag stated they were no different than the normal consumer except they got a better price than what the price is at the pumps for the normal consumer. He stated it was based on what happened. He stated last year they used less fuel because they didn't plow as much.

Council Member Morson inquired if the gasoline used for city vehicles was purchased annually or at five-year price.

Director Hoag explained that the gasoline is purchased annually as the state sets the annual price. He stated that the amount purchased is based off previous year trends.

Council Member Klonowski Page 12, Special Revenue Fund Summary, Ice arena. Golf Course fees. She asked if it meant to be golf course fees revenue for the ice arena.

Director Green stated that was not supposed to be in the Ice Arena.

Director Tullberg stated they were not supposed to be listed as golf fees and believed it came in as concession fees under the ice arena. He thought it was the way the grouping worked in the new world system. He stated the number listed was the number they associated with the lease or the rent for the concession space in the arena.

Council Member McGarvey asked about page 5, under amended budget discussions Finance Department, "payments processed", he asked what that meant and what payments were being processed.

Director Green stated they were the invoices the city processed payments for. She stated it could be invoices or ACH forms and stated they tried to make minimum ACH payments.

Council Member McGarvey asked about page 5, significant changes and drivers from 2024-2025, health insurance benefit increases, workers compensation and liability insurance. He asked about the insurance providers blaming the significant increases on.

Director Green stated health insurance had been an experience model. She stated normally they brought it to the Council when they were to accept the contracts; but the drivers for healthcare had been their experience. She stated the staff was compared to other cities and not as healthy as some of the other constituents and pool not as healthy and the costs of insurance had been significantly increasing over the years.

Council Member McGarvey stated on page 10, key metrics for essential services, information technologies, IT Satisfaction survey, he asked who the customers that were surveyed.

Director Green stated the IT services are for internal customers and would be all city departments.

Council Member McGarvey asked about page 25, key police outcomes, Huntington Place crime reduction. When Dr. Johnson was at the Council meeting three weeks ago, he stated it was due to the \$1.4 million per year they put into security at Huntington Place. Which is it, the \$1.3 million per year they put into security at Huntington Place or was it the police department. If not, for this kind of money we could step in and take care of security. Is this number reflective of the police at Huntington Place or enhanced security.

Director Green stated that she believes it is a combination of both of those efforts. With

Huntington providing some security would bring down some of the crime rate as well as the city providing resources to Huntington Place. Spent a lot of time there to ensure relationships build in order to bring down the crime in that area.

Council Member McGarvey stated that on Page 28, special revenue funds, the revenues matched exactly the expenditures and realized those were special revenues funds; asked how they were funded and how they worked where they matched exactly.

Director Green stated the way they worked, did like to have the revenues equal expenditures sometimes they could have more revenues than expenditures. She stated if they knew they needed to level out the expenses over time and could have more revenue than expenditures. She stated it came from the fees for activities the constituents are participating in and sometimes comes from funding received from outside resources like the grants and donations. She stated if they didn't have enough revenues to cover the expenses, had the fund balance they used the fund balance and why the chart would see revenues equaling expenditures.

Council Member Lee stated the maps for the parks and recreation metrics and services were awesome to see and thanked GIS Manager Nerge for the maps. He stated there had been questions on Rec on the Go and Health on the Go, and city services to activate the parks, and youth programming. He stated it showed where the city was serving residents. He asked about Fire Engine #3; if that was central because the line was very high. He stated if that was high use then, would be high wear and tear. He asked if there were any special cases the Council needed to be aware of in the next couple of years.

Fire Chief Conway stated they were trying to balance the call volume, Tower 2 and Engine 3 were coming in together. He stated it dispersed the load on call volume across the crew. On the maintenance side, right now they were individually identified Engine 1, Engine 3, and Engine 4 but were looking for ways to identify them and able to rotate them to ensure the cost of operations and maintenance stay consistent, so they were not generating an additional cost for the for the replacement of a single engine consistently.

Council Member Lee stated there were two new engines coming and asked if they were substituting the other engines to allow them to get more efficiency.

Chief Conway stated they had the two engines, and the ladder showed up in the fall 2026, if not the latest update was January 2027. He stated they would maintain the ladder and would give them credit for the ISO rating which translated into insurance premium savings for the community and the two engines went to a reserve status; He stated it gave them a constant state of readiness and not having to adjust or reduce a crew because they didn't have the ability to staff an engine.

Council Member Morson asked about the insurance if it was negotiated annually, and able to negotiate 3 or 4 years in advance for a certain rate to stay the same and giving relief to the residents and they are not going to have an increase if the city could negotiate with the insurance carriers and or change carriers to offset and sustain the benefits the employees.

Director Green stated it was an annual process they went through and had been request by staff on a yearly basis to see if they could find a provider and had asked the insurance broker to look into it; She stated last year, this year and previous years, they had not found anyone willing to insure the city. She stated they would look at it again in 2025 to see if they can find another insurance provider.

Council Member Morson asked if the increase to health insurance also increased the premiums to the employees with the same benefits or are they getting increased benefits for the premium increase.

Director Green stated the costs were associated with providing the services and associated with different per injury for workers' compensation and with liability was reimbursing the equipment the city had to cover the costs.

Council Member Morson inquired about a 2 percent usage of supplies and inquired as to what that figure refers to. He asked for an explanation on the surplus of the salt that is used for the streets during the winter months.

Mayor Winston stated he didn't recall anyone coming before the Council saying the city couldn't get insurance or not ready to insure the city.

Director Green stated each year the insurance broker knew they had to go out and try to find a resource not within the city. Minnesota is not just for the city; it's for Minnesota cities; and hard for an outside agency to provide that service. She stated it was hard to find a private industry to provide that service for the size of the city and difficult for the broker to find one that was cheaper, or the industry was a risk.

Recreation and Parks Director Tullberg and Acting Operations and Maintenance Director Greg Hoag briefed the Council on the 2025-2029 Capital Improvement and Equipment Plans.

Council Member Morson stated he didn't see anything in the presentation regarding splash pads in the community.

Director Tullberg stated there had been conversation on it for the past few years and had not identified a location and project that included the splash pad.

Council Member Morson stated in the ongoing conversations in the past few years they still hadn't identified a place to have a splash pads.

Director Tullberg stated they had talked about multiple locations where a splash pad could potentially be installed or located and had not identified funding for it.

Mayor Winston stated the Council had not voted on a splash pad. He stated the splash pad was brought up by Council Member Morson, but the Council had not given direction specifically on a splash pad or other items spoken to.

Council Member McGarvey asked page 43, the sunset date of the franchise fees; December 31, 2028; Director Hoag mentioned he might come to the Council for a dollar to two per month. He asked if that was set when all of the work was done or when the ask of \$7 per month for the utilities was set to end.

Director Hoag stated when franchise fees mechanism was brought to the Council in 2015-2016, the Council at that point put a sunset date on it. Based on where they were at, they would most likely go to Council not only for an increase but to have the discussion. He stated if they did do round 1, asked what happened with round 2 and round 3 and at that point to have a policy discussion. If the franchise fee was not in place at the funding level to support it, they would go

back to special assessments to each neighborhood as they got there for a project.

Council Member McGarvey asked about slide 87, Kentucky Avenue borders Lakeland Park, was still not paved and never been paved. He asked what was going on with that and asked if they paid the franchise fee too, the residents living along Kentucky Avenue bordering Lakeland Park.

Director Hoag stated that it was an interesting block and had more to do with what was not underground. He stated most of those houses did not have city sewer and water and at the point they fixed the road they would want to do that. He stated that it was the only block in the city that did not have pavement.

Council Member McGarvey asked in order to do that at the same time, would that create a special assessment for that neighborhood specifically.

Director Hoag stated it was most likely because of the need to pull sewer and water and at that point provide access to those residents.

Mayor Winston asked Director Green if there was anything specific from the Council or just wanted to get the information in front of the Council.

Director Green stated the next portion tonight was to go through the next steps. On Monday, November 25, the Budget Advisory Commission would provide their report to the Council. On December 2, they would have the Truth in Taxation meeting; if they went well, December 9 would have budget adoption and by December 30, city staff would certify the levy to Hennepin County. She stated they would continue to find to see if they could reduce the budget even further and as of right now the levy before the Council was 10.5% increase for 2024.

Mayor Winston stated he did see the tax rate go down.

Director Green stated the tax rate went down to 45.5%, the total values she was asking to use 45.5% of the total value and went down from 47.3%

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 7:18 p.m.

HOLLIES WINSTON, MAYOR

DEVIN MONTERO, CITY CLERK

SPECIAL BROOKLYN PARK CITY COUNCIL MEETING - DRAFT

Monday, December 16, 2024
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

CALL TO ORDER – Mayor Winston called the meeting to order at 6:06 PM

PRESENT: Mayor Winston, Council Members Nicole Klonoski, Christian Eriksen, Tony McGarvey, Xp Lee and Maria Tran; City Manager Jay Stroebel; City Attorney Tolar Siobhan; Community Development Director Tim Gladhill; and Deputy City Clerk Jennifer Gooden.

ABSENT: Council Member Boyd Morson

Mayor Winston opened the meeting with the Pledge of Allegiance.

Mayor Winston read a statement about the passing of former Mayor Grace Powelson (Arbogast).

2. CONSENT

2.1 MOTION LEE, SECOND WINSTON RESOLUTION #2024-190 RECOGNITION OF SERVICE BY EAST DISTRICT COUNCIL MEMBER XP LEE TO THE CITY OF BROOKLYN PARK.

MOTION LEE, SECOND WINSTON RESOLUTION #2024-191 RECOGNITION OF SERVICE BY CENTRAL DISTRICT COUNCIL MEMBER BOYD MORSON TO THE CITY OF BROOKLYN PARK.

The motion passed unanimously as follows: YES-6 NO-0

ADJOURNMENT - With consensus of the Council, Mayor Winston adjourned the meeting at 6:13 p.m.

HOLLIES WINSTON, MAYOR

JENNIFER GOODEN, DEPUTY CITY CLERK

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	February 10, 2025
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	X	Prepared By:	John Kinara, Housing and Redevelopment Coordinator
Ordinance:	N/A		
Attachments:	2	Presented By:	John Kinara
Item:	Public Hearing for Preliminary Allocation of Fiscal Year (FY) 2025/2026 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee		

City Manager's Proposed Action:

MOTION _____, SECOND _____, APPROVING PRELIMINARY ALLOCATION OF FISCAL YEAR 2025/2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND APPOINTING JOHN KINARA TO REPRESENT BROOKLYN PARK ON THE HENNEPIN COUNTY CDBG PUBLIC/HUMAN SERVICES SELECTION COMMITTEE.

Overview:

The City of Brooklyn Park is part of the Urban Hennepin County Community Development Block Grant (CDBG) Program. CDBG is a population, and needs based federal grant program from the US Department of Housing and Urban Development (HUD). The City's relationship with Hennepin County allows the County to administer the grants and ensure federal compliance through a Joint Cooperation Agreement (JCA) adopted between the County and the City, which is renewed every three (3) years. The current agreement runs through 2026.

The City Council sets the use of CDBG funds into two steps, a public hearing and preliminary approval and final approval in February or March for the upcoming program year. HUD requires a public hearing for the purpose of soliciting comments from the community on the proposed use of these funds. The proposed total FY2025/ 2026 CDBG allocation for Brooklyn Park is approximately \$438,018.47. FY 2025 program runs from July 1, 2025, to June 30, 2026.

In accordance with HUD requirements, up to 15-percent of the funds or an estimated \$60,000 can be directed to public/human service activities. Hennepin County CDBG selection committee will allocate the public/human service activity for all communities within the Urban Hennepin County JCA. The city appoints a representative to this selection committee which has previously been the Housing and Redevelopment Coordinator.

Table 1: FY2025 CDBG Funds Available

Program Funds	Estimated FY2025 CDBG Allocation
FY2025 CDBG Allocation for locally directed programming	\$438,018.47
15-percent set aside for public/human services (Maximum)	\$60,000
Total amount available for City directed programming	\$498,018.47

Primary Issues/Alternatives to Consider:

- How is the CDBG amount determined?

HUD allocates CDBG funds to communities based on a distribution formula. HUD considers a community's population, individuals with incomes at or below the poverty level, and the number of overcrowded housing units to determine grant amounts. Poverty data is a double-weighted factor.

The City's proposed allocation of \$438,018.47 is an estimate provided by Hennepin County and may change, up or down, per HUD's final announcement around July 1, 2025. A provision in the final resolution will address any major change in funding.

- **How does the City allocate CDBG funds?**

The City has participated in the CDBG program for the past 42 years and historically the City Council has allocated the major portion of the funds for EDA and the Council approved housing and redevelopment projects. In addition, the City Council has also supported community public/human service programs through utilization of 15-percent of CDBG funds, the maximum allowed by HUD for that purpose.

Eligible CDBG projects are those that meet at least one of three national program objectives. The objectives are activities benefiting low- and moderate-income households; activities preventing or eliminating slums or blight; and/or projects meeting community development needs with a specific urgency.

- **How are public/ human services funds awarded?**

Funding for public/human service activities is capped at 15-percent of the grant amount. Per the JCA between the City and the County, the County will retain the full 15-percent of the grant for allocation to public/human service activities in the city. A County-based selection committee will award funds retained for public service activities on a competitive request for proposal basis. The County will invite one representative from each Direct Allocation City under the JCA to participate in the Selection Committee. Staff requests an action by the City Council to appoint this representative. Staff recommends Housing and Redevelopment Coordinator, John Kinara, to serve on this committee.

In FY2024, \$437,000 in public service funds were available through Hennepin County's CDBG program. 18 proposals requesting \$1.6 M were received during the 2024 CDBG Public Services RFP. A total of 8 organizations were funded and 4 of the organizations provide services in Brooklyn Park. Awards ranging from \$10,000 to \$80,000 were given, and many of the organizations provide services that meet the needs of Low-Moderate income residents in Brooklyn Park and other northwestern suburbs.

On January 13, 2025, Hennepin County issued a Request for Proposals (RFP) for the 15-percent of CDBG directed to public/human service activities. All registered non-profit organizations operating in Brooklyn Park may submit applications for CDBG funds. The submission of applications to the County are due on February 28, 2025. The Selection Committee will meet in March to review and score all the submitted applications before making funding recommendations to the County Board for the Annual Action Plan approval expected in June 2025.

- **What locally directed programs are proposed to be funded?**

Staff recommends using the non-public service funds totaling \$438,018.47 for the programs described in Table 2. which details the CDBG funding allocations made in FY2024 and proposed funding allocations for FY2025. The proposed allocations for FY2025 aim to meet HUD expectations to serve multiple income groups and areas in the community as the objectives of Hennepin County's Consolidated Plan.

Table 2: FY2025 CDBG Proposed Program Activities

Program Activity	FY2024 Funds Awarded	FY2025 Proposed Funding
Home Rehabilitation Deferred Loans	\$200,000	\$170,518.47
Environmental Health	\$17,500	\$17,500
Zanewood Teen Center	\$100,000	\$250,000
TOTAL	\$431,500	\$438,018.47

Home Rehabilitation Deferred Loan Program

\$170,000

Staff recommends allocating \$170,000 to the Home Rehabilitation Deferred Loan Program. Administered in partnership with Hennepin County, this program provides financial resources to single-family homeowners for capital improvements and emergency repairs. The program allows homeowners who earn 80-percent of the Area Median Income or less to borrow money to make interior and exterior improvements such as new furnaces, windows, siding as well as some kitchen renovations. The Home Rehabilitation Deferred Loan Program provides zero interest loans without any monthly payments and is entirely forgiven if the borrower maintains ownership and occupancy for 10 years.

Under the current program guidelines, qualifying Brooklyn Park homeowners receive between \$1,000 and \$20,000 in a deferred loan. In the fiscal year 2024 about \$280,000 was awarded to 20 homeowners, with 250 more homeowners still on the waiting list. The average amount awarded to qualifying homeowners was about \$15,000.

Code Correction

\$17,500

The Environmental Health Program and Public Health Division continue to handle high levels of code violations in the neighborhoods. From FY2011 – FY2024, the City has allocated CDBG funds for increased code correction activities within designated census tracts of the City. The need for additional staff continues in 2025 to manage the high number of code violations and to track and monitor any vacant and under-maintained properties. Staff proposes to continue using existing environmental health staff in this effort and to allocate CDBG funds for this purpose to allow for extra enforcement in the neighborhoods. The approved 2025 budget included the anticipated use of CDBG funds in this manner.

Teen Center

\$250,000

The Youth and Teen Recreation Center was identified as a priority of the 2018 Park Bond Referendum. The Zanewood Recreation Center has served the community for more than twenty years, but as the demand has increased the facility is no longer large enough to support all of program needs. A new Youth and Teen Recreation Center would be a hub for youth and teen activities as well as daily drop-in activity. Positive youth development programs strengthen young people's sense of identity, belief in the future, self-regulation, and self-efficacy as well as their social, emotional, cognitive, and behavioral competence.

The concept planning and pre-design work for the expansion of the existing facility started early in 2024. Creating space for arts programs, workforce development, music studio production, homework assistance, drop-in activities, fitness activities and youth outreach are all part of the vision for the new space.

While the Park Bond Referendum identified \$2M of funding for the Youth and Teen Recreation Center, inflation and rising material costs have limited the amount of new or renovated space that can be created. The Recreation and Parks Department is seeking \$250,000 in Community Development Block grants to help support the construction costs including materials, labor, plumbing, mechanical, and building finishes.

Staff Analysis

The proposed CDBG allocations are designed to be a part of a comprehensive community development strategy, which includes both "bricks and mortar" projects as well as programs and projects designed to support some of the social service needs of City residents. Each of the programs offer specific benefits to low- and moderate-income households, youth, or assists in the clearance of slum and blight, as required by the national CDBG program objectives.

The City Council has discretion on suggested funding allocations. Staff will evaluate any proposed changes to the allocations presented in this report for consistency with CDBG guidelines and report any findings at the February 24 Council meeting.

Budgetary/Fiscal Issues:

The CDBG program is a federally funded program and has no impact on the City's budget, except for the budgeted City staff time needed to receive and allocate funds and administer CDBG-funded programs.

Attachments:

- 5.1A MARKETING FLYER FOR CDBG 2025
- 5.1B PUBLIC HEARING NOTICE

Brooklyn Park
Community Development

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



Scan the QR Code to Register

Community Development Block Grant

for Social Service Organizations

Purpose

The Community Development Block Grant (CDBG) is a federal funding program aimed to revitalize and stabilize communities. Hennepin County distributes this funding to various organizations that offer social services to residents across the county.

For more information, visit <https://bit.ly/48Hj3Xc>

Eligibility Requirements

Social services include:

- Supporting housing and suitable living environments
- Expanding economic opportunities for low- and moderately low-income households (emergency assistance, tenant advocacy, as well as family, youth, and senior services)

Application Timeline

January 24, 2025: **Applications open**

February 20, 2025: **Applications close**

How to Apply

- Visit the Hennepin County Supplier Portal at <https://bit.ly/3S7A5GV>
- Click on the "Contracting Opportunities" button to view bidding event information.
- Select '2025 CDBG Public Services' to view the event details and application information.
- Follow the instructions listed under the 'Description' section to apply for the grant.

**Housing and Redevelopment
Coordinator**
763-493-8054
john.kinara@brooklynpark.org

Senior Planning Analyst
Hennepin County
612-348-4969
sydney.quinlan@hennepin.us

Si usted necesita esta información en español, llame 763-424-8000.

Yog xav tau kev pab, thov hu rau 763-424-8000 lawv mam li nrhiav ib tus neeg txhais lus rau koj.

If you need this information in another language or format or disability accommodations, email access@brooklynpark.org or call 763-424-8000.



**NOTICE OF PUBLIC HEARING
2025 URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Notice is hereby given that the City of Brooklyn Park in cooperation with Hennepin County, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, is holding a public hearing on **February 10, 2025, at 6.00 p.m.** in the Council Chambers located at 5200 85th Avenue North, Brooklyn Park, MN 55443.

The public hearing is on the housing and community development needs and the City's proposed use of the 2025 Urban Hennepin County Community Development Block Grant Program funding allocation of about **\$438,018.47**.

The City of Brooklyn Park is proposing to undertake the following activities in 2025 using Urban Hennepin County CDBG funds. The start date is estimated to begin on or about July 1, 2025.

Proposed Program Activity	Proposed Budget
Home Rehabilitation Deferred Loan Program	\$170,018.47
Code Enforcement Program	\$17,500.00
Zanewood Teen Center	\$250,000.00
Total	\$438,018.47

For additional information on the priorities, proposed activities, level of funding, and program performance contact the City of Brooklyn Park at **763-493-8054** or the Hennepin County Housing Department at **612-348-2205**.

The public hearing is being held pursuant to MS 471.59.

Members of the public who desire to give input or testimony during the meeting may do so in person or by texting City Clerk Devin Montero at 763-439-1883 or emailing him at devin.montero@brooklynpark.org (Subject line: "Council Testimony").

If you need these materials in an alternative format or need reasonable accommodations for a City Council meeting, please provide the city with 72-hours' notice by calling 763-424-8000 or emailing Cindy Devonish at cindy.devonish@brooklynpark.org. Para asistencia, 763-424-8000; Yog xav tau kev pab, 763-424-8000

DEVIN MONTERO
CITY CLERK

Published on January 30, 2025, edition of the Sun Post

City of Brooklyn Park Request for Council Action

Agenda Item:	5.2	Meeting Date:	February 10, 2025
Agenda Section:	Public Hearing	Originating Department:	Operations & Maintenance – Engineering Services Division
Resolution:	X	Prepared By:	Jeff Holstein, City Transportation Engineer
Ordinance:	N/A		
Attachments:	5	Presented By:	Marc Culver, City Engineer
Item:	Public Hearing for Vacation of Easement Documents No. 3559368 and No. 3727273		

City Manager’s Proposed Actions:

MOTION _____, SECOND _____, TO CONTINUE THE PUBLIC HEARING TO MARCH 10, 2025 FOR VACATING EASEMENT DOCUMENTS NO. 3559368 AND NO. 3727273, HENNEPIN COUNTY, MINNESOTA

Overview:

The City is currently working with Hennepin County and the Three Rivers Park District to construct an underpass of the Rush Creek Regional Trail (RCRT) under Winnetka Avenue (Hennepin County State Aid Highway 103 – CSAH 103) during the 2025 construction season. The City requires some right of way or permanent roadway easement from the current Target owned parcel at 10225 Winnetka Avenue in order to complete this project.

Engineering staff discussed with Target representatives and reached an agreement to swap the current street easements east of Winnetka Avenue along the 101st Avenue alignment (a rectangular area 30’ wide by approximately 1280’ long) for the Target owned property at 10225 Winnetka Avenue. These easements were acquired in the 1960’s when the City had aspirations of connecting 101st Avenue at Winnetka with 101st Avenue at Zane Avenue / Douglas Drive. This connection is no longer needed and no longer possible. Thus, the City Engineer, City Assessor and City Attorney believe the proposed swap is reasonable and equitable.

As part of the process, the Target Corporation is requesting the vacation of the street easements (Hennepin County Documents #3559368 and #3727273) across the northern 30 feet of their two current properties (PID # 0811921220001 and PID 0811921220002), Hennepin County, Minnesota. The City Attorney and Consultant surveyor indicate these easements will revert to the Target Corporation after the vacation.

The Target Corporation is still clearing some liens against the 10225 Winnetka Avenue property which is to be conveyed to the City. The City Attorney suggests the City wait to vacate the easements until the liens have been cleared. **Thus, staff is recommending Council continue this item to March 10, 2025.**

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: The proposed action will save the City approximately \$200,000 in acquisition costs.

Attachments:

- 5.2A RESOLUTION
- 5.2B EASEMENT AREA – COUNTY DOCUMENT #3559368
- 5.2C EASEMENT DOCUMENT #3559368
- 5.2D EASEMENT AREA – COUNTY DOCUMENT #3727273
- 5.2E EASEMENT DOCUMENT #3727273

RESOLUTION #2025-

RESOLUTION VACATING EASEMENTS NO. 3559368 AND NO. 3727273, HENNEPIN COUNTY,
MINNESOTA

WHEREAS, Section 14.07 of the City Charter provides that the City Council may by resolution vacate any street, alley, public grounds, or public way, or any part thereof, when it appears in the interest of the public to do so; and

WHEREAS, the City of Brooklyn Park has roadway and utility easements over the following described land:

Parcel Descriptions

Unplatted properties. PID 0811921220001 and PID 0811921220002

Easement Vacation Descriptions

All of those easements as described in Hennepin County documents #3727273 and #3559368 on file and of record in the Office of the County Recorder, Hennepin County, Minnesota.

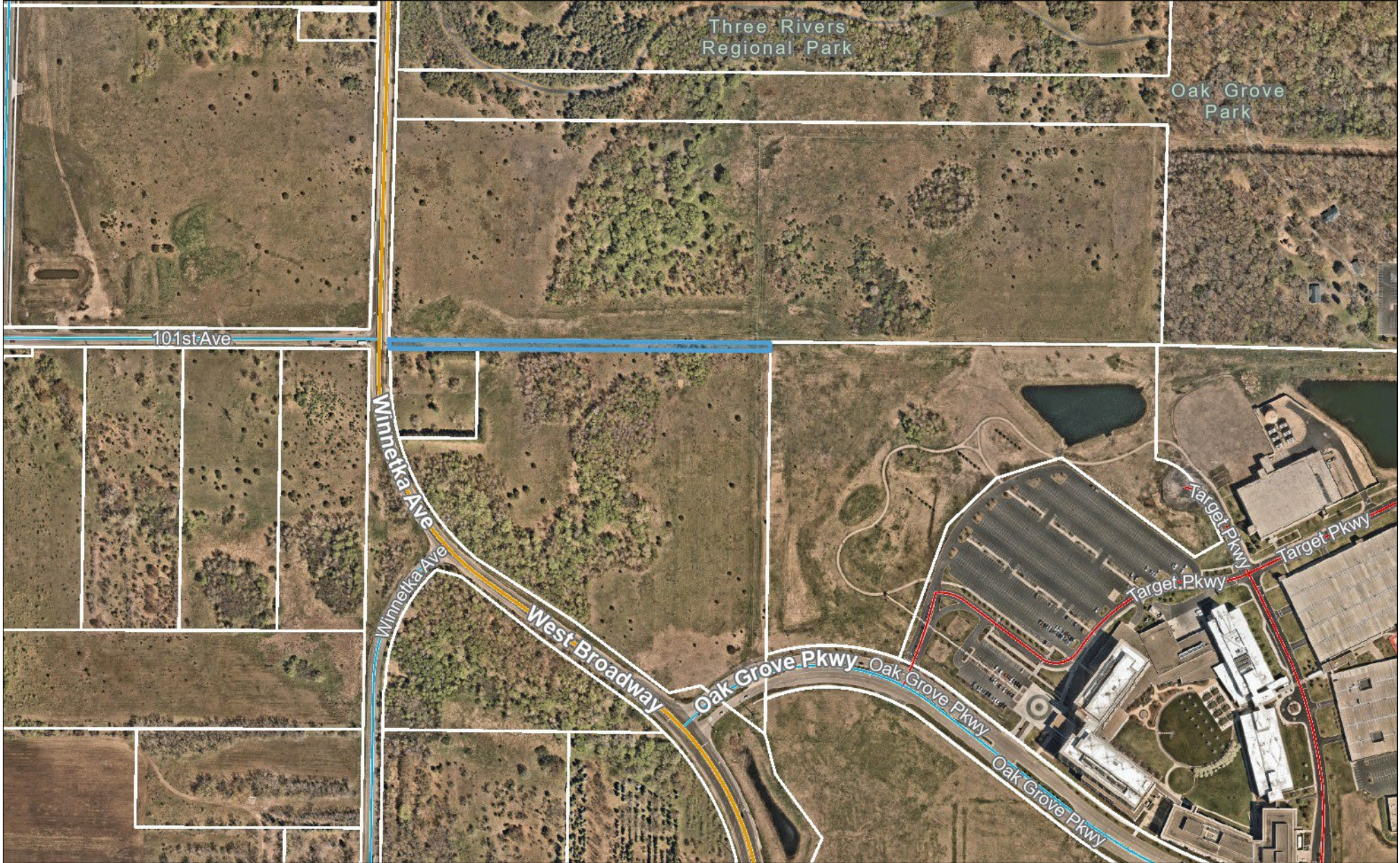
WHEREAS, a public hearing was held on February 10, 2025 as required by law; and

WHEREAS, it has been determined that good area planning requires that these easements be vacated and that it would be in the public interest to do so.

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

1. That the utility easements over the above described properties be vacated except those portions of these easements as described in of this Resolution.
2. A certified copy of this resolution shall be prepared by the City Clerk and shall be a notice of completion of the proceedings and shall be recorded in accordance with the provisions of Section 14.07 of Brooklyn Park City Charter.

Easement Area Document #3559368 (Entire Area in Blue to be Vacated)



Map Scale = 1: 5,343

445 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

3559368

E A S E M E N T

THIS INDENTURE, made this 7th day of July, 1965, between the under-
signed, being the owners of the property hereinafter described, all of the
County of Hennepin, State of Minnesota, parties of the first part, hereinafter
referred to as the Grantors, and the Village of Brooklyn Park, a municipal
corporation of Hennepin County, Minnesota, party of the second part, hereinafter
referred to as the Grantee, WITNESSETH:

WHEREAS, the Grantors are the owners in fee simple of the property
hereinafter described, the same to be used for public street and highway
purposes and the construction and maintenance of a public street.

NOW, THEREFORE, in consideration of One Dollar and other good and
valuable consideration, the receipt of which is hereby acknowledged, the
Grantors do hereby grant and convey unto the Grantee, its successors and
assigns, full and free right and authority to enter upon and maintain a
public street and highway over the land hereinafter described, together
with any and all further authority necessary to construct and maintain said
land as a public thoroughfare, and for such other and further use as public
streets and highways are ordinarily put to, said tract or parcel of land
lying and being in the County of Hennepin, State of Minnesota, described as
follows:

The North 30 feet of Northwest Quarter (NW $\frac{1}{4}$) of Northwest
Quarter (NW $\frac{1}{4}$), Section 8, Township 119, Range 21, West of
5th Principal Meridian, except the Westerly 33 feet thereof.

IN WITNESS WHEREOF, parties of the first part have hereunto set
their hands the day and year first above written.

Henry J. Hagedorn
George P. Castonguay

Dennis L. Ericson
DENNIS L. ERICSON
Noella Ericson
NOELLA (NMT) ERICSON

Henry J. Hagedorn
George P. Castonguay

WIL-CAST INVESTMENTS, INC.
By: Henry J. Hagedorn
Its President
By: _____
Its

Alice M. Johnson
Melvin T. Tiedel

NORTH AMERICAN DEVELOPMENT COMPANY
By: Alice M. Johnson
Its President

(c.c.P.
119)

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 7th day of July, 1965, before me a Notary Public within and for said County and State, personally appeared Paul R. Castonguay ~~and~~ _____ to me personally known, who, being ~~asked~~ ^{asked} by me duly sworn ~~that~~ ^{he} did say that ~~he is~~ ^{he is} respectively the president ~~and~~ _____ of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Paul R. Castonguay ~~and~~ _____ acknowledged said instrument to be the free act and deed of said corporation.

George P. Castonguay
George P. Castonguay
Notary Public, Hennepin County, Minnesota.
My Commission expires March 12th, 1966.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

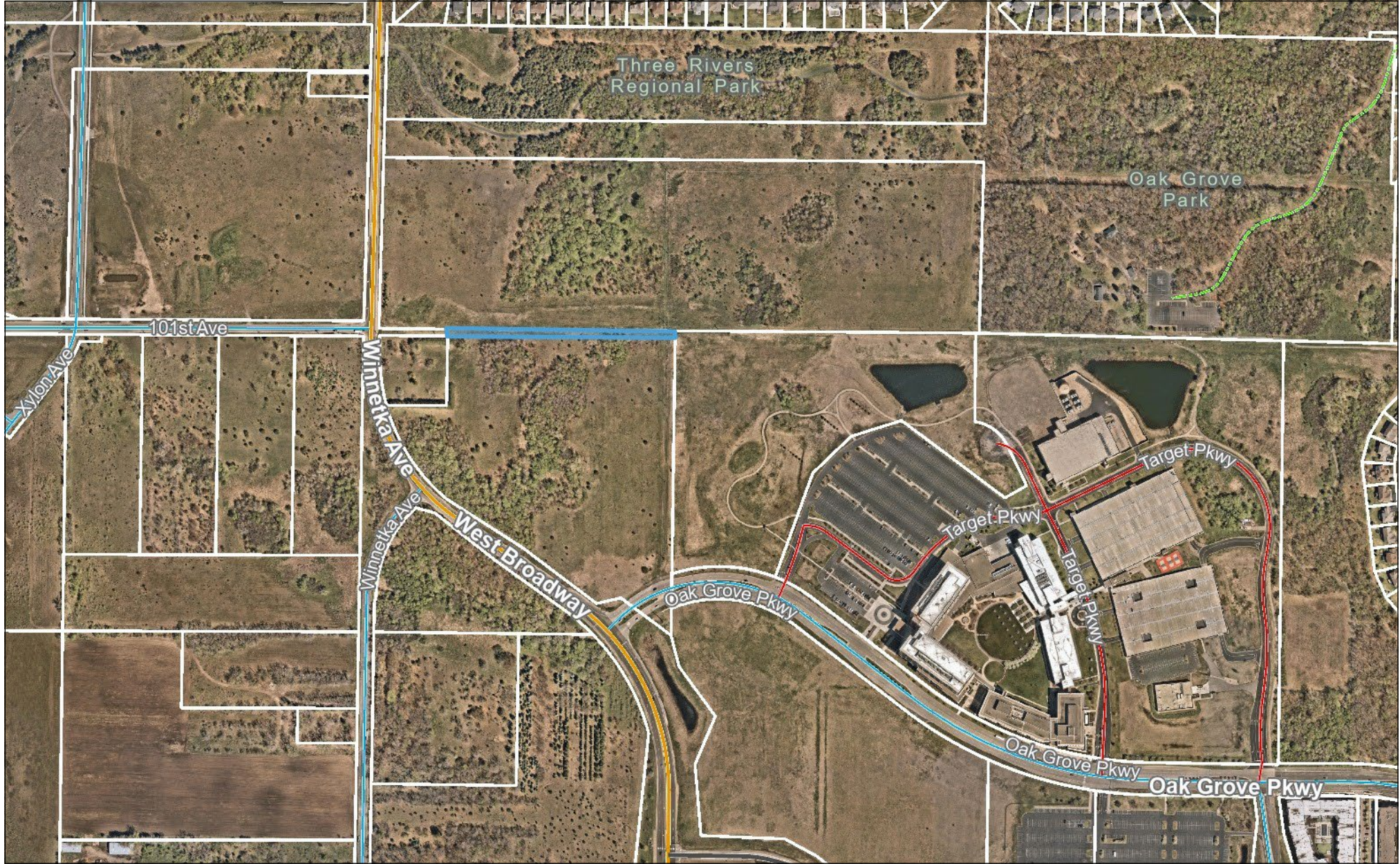
On this 7th day of July, 1965, before me a Notary Public within and for said County and State, personally appeared Albert W. Wilske to me personally known, who, being duly sworn did say he is the President of the corporation named in the foregoing instrument (said corporation having no corporate seal) and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Albert W. Wilske acknowledged said instrument to be the free act and deed of said corporation.

Madonna Treichel
Notary Public, Hennepin County, Minnesota
My Commission expires
MADONNA TREICHEL
Notary Public, Hennepin Co., Minn.
My commission Expires Dec. 28, 1968

The foregoing easement was duly presented to and accepted by the Council of the Village of Brooklyn Park, Minnesota, this _____ day of _____, 1965.

Clerk

Filed for record on the 27 day of Aug AD 1965 at 4 o'clock P.M.



Map Scale = 1: 6,871

573 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

3727273

Quit Claim Deed (Street Easement) Minnesota Uniform Convey-
Corporation to Corporation FORM NO. 31-M ancing Blanks (1931)

THIS INDENTURE, Made this 25th day of April, 1968,
between Wil-Cast Investments, Inc.

a corporation under the laws of the State of Minnesota, party
of the first part, and Village of Brooklyn Park, a municipal
& corporation under the laws of the State of Minnesota
party of the second part,

WITNESSETH, That the said party of the first part, in considera-
tion of the sum of One Dollar and other good and valuable consideration
~~Return~~, to it in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, does hereby Grant, Bargain,
Quitclaim and Convey unto the said party of the second part, its
successors and assigns; Forever, all the tract or parcel of land
lying and being in the County of Hennepin and State
of Minnesota, described as follows, to wit:

An easement for public street and utility purposes over that
part of the following described property lying North of a line drawn
parallel to and 33 feet South of the North line of the Northwest $\frac{1}{4}$
of the Northwest $\frac{1}{4}$ of Section 8, Township 119, Range 21, to wit:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 119,
Range 21, Hennepin County, Minnesota, except that part of the Northwest $\frac{1}{4}$
of the Northwest $\frac{1}{4}$ of Section 8, Township 119, Range 21, Hennepin County,
Minnesota described as beginning at the Northwest corner of said North-
west $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South along the West line of said North-
west $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 330 feet; thence East parallel to
North line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 330 feet;
thence North parallel to said West line 330 feet to the said North line of
said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence West along said North line 330
feet to the point of beginning; subject to the West 33 feet thereof for
road purposes.

State deed tax due hereon: \$ none

TO HAVE AND TO HOLD THE SAME, Together with all the heredita-
ments and appurtenances thereunto belonging or in anywise appertain-
ing, to the said party of the second part, its successors and assigns,
Forever.

IN TESTIMONY WHEREOF, The said first
party has caused these presents to be
executed in its corporate name by its
President ~~Robert~~
and its cor-
porate seal to hereunto affixed the day
and year first above written.

In Presence of
Walter D. [Signature]
James Wash [Signature]

WIL-CAST INVESTMENTS, INC.
By Paul R. [Signature]
Its _____ President


(Seal)

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 15th day of April, 1968, before me,
 a Notary Public within and for said County,
 personally appeared Paul R. Castonguay
~~not~~ to me
 personally known, who, being ~~sworn~~ by me duly sworn he ~~swore~~ did
 say that ~~that~~ he is ~~the~~ President of the corporation named in
 the foregoing instrument, and that the seal affixed to said instru-
 ment is the corporate seal of said corporation and that said in-
 strument was signed and sealed in behalf of said corporation by
 authority of this Board of Directors and said
Paul R. Castonguay
 acknowledged said instrument to be the free act and deed of said
 corporation.

Robert J. Miller
 Robert J. Miller
 Notary Public, Hennepin
 County, Minnesota
 My Commission expires: 9/25/74



I, the undersigned, being the duly qualified and acting
 Clerk-Treasurer of the Village of Brooklyn Park, Minnesota, hereby certify
 that the Council of said Village has duly accepted the foregoing
 quit claim deed.

Dated this 27 day of MAY, 1968

Richard Engel
 Village Clerk-Treasurer

TRANSFER ENTERED
 JUL 30 1968
 GEORGE B. HICKEY, REGISTER
 HENNEPIN COUNTY, MINN.
 BY W. West DEWEY

3727273

Minnesota Form No. 31

Doc. No. QUIT CLAIM DEED
 Corporation to Corporation
Village of Brooklyn Park a
Minnesota corporation
 To
Village of Brooklyn Park a
municipal corporation
 Office of Register of Deeds
 STATE OF MINNESOTA
 County of Hennepin
 I hereby certify that the within
 Deed was filed in this office for
 record on the 30 day of JULY
 1968, at 11:20 o'clock A.M.
68 HENNEPIN COUNTY REGISTER'S BOOK
of pages, page 18
 Ben K. Allison,
 Register of Deeds,
 Deputy,
 Taxes for the year 1968 on
 the lands described within, paid
 this 30 day of JULY, 1968.
 Kenneth E. Pettijohn
 County Treasurer
 Deputy.
 Taxes paid and Transfer entered
 this 30 day of JULY, 1968.
 George B. Hickey,
 County Auditor
 Deputy.

Recording Fee \$1.25

Mail to
Council, Village of Brooklyn Park
JUL 30 1968 3 811 4 Brooklyn
Box 12: 7th Avenue, Brooklyn 55422

68061
1968

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	February 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	N/A		
Item:	Immigration Action Items Update - Council Direction		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO DIRECT THE CITY MANAGER TO REVIEW CITY SERVICES AND BRING BACK AN EMPLOYEE POLICY OUTLINING CITY STAFF'S LIMITATIONS AND RESTRICTIONS ON SOLICITING IMMIGRATION INFORMATION OR INQUIRING ABOUT IMMIGRATION STATUS DURING THE COURSE OF THEIR DUTIES.

Overview:

At the January 27 and February 3, 2025 work sessions, the Council and staff discussed current immigration policy issues and the impact on the Brooklyn Park community. City Manager Jay Stroebel will give updates to the Council on immigration action items that have taken place over the course of the past several weeks, and planned items for the weeks ahead. In addition, Council has expressed an interest to provide a staff direction establishing a policy related to not inquiring about immigration status beyond what is required by state and federal law. Council wants to ensure all Brooklyn Park community members feel a sense of safety in their interactions with city staff, whether that be paying a water bill, requesting a permit, calling 911, etc.

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:	7.2	Meeting Date:	February 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Request by Mayor Winston to Travel to and Attend the Mississippi Rivers and Towns Initiatives 2025 Capitol Meeting from March 5-7, 2025		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE MAYOR WINSTON TO TRAVEL TO AND ATTEND THE MISSISSIPPI RIVERS AND TOWNS INITIATIVES 2025 CAPITOL MEETING IN WASHINGTON D.C. FROM MARCH 5-7, 2025.

Overview:

Mayor Winston has requested to travel to the Mississippi Rivers and Towns Initiatives 2025 Capitol Meeting from March 5-7, 2025 in Washington, D.C.

Approximate costs as of February 5, 2024:

Registration: Free of charge

Airfare and baggage: ~\$550 (Delta)

Hotel: ~\$760

Per Diem: \$92 x 3 = \$276

Supplemental Council Pay: \$50 x 3 = \$150

Total: \$1736.00 plus rideshare/taxi costs

This expenditure would be covered under 2025 budgeted resources in the Mayor and Council travel/lodging and conferences/schools expense lines.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

City Travel Policy for Elected Official Travel (Out-of-State Travel):

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council Members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

Prior Travel in 2025:

The Mayor traveled to Washington, D.C. in January 2025, with an expected cost of \$1500.00

Attachments:

7.2A TRAVEL POLICY

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

Advances

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

Elected Official Travel

Elected Official Travel

The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

Out-of-State Travel

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

In-State Travel

Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

City of Brooklyn Park Request for Council Action

Agenda Item:	7.3	Meeting Date:	February 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Followup to Request by Councilmember Maria Tran to Register for the National League of Cities Data Literacy for Electeds Self-guided Course.		

Possible Council Action:

MOTION _____, SECOND _____, TO APPROVE COUNCIL MEMBER MARIA TRAN TO REGISTER FOR THE NATIONAL LEAGUE OF CITIES (NLC) DATA LITERACY FOR ELECTEDS SELF-GUIDED COURSE.

Overview:

Councilmember Tran has requested to register for the NLC Data Literacy for Electeds Course. This is a self-guided course (available from January 30 – Mar 7, 2025). The cost for this course is \$500.00. There are no travel costs associated with this request.

Total cost: \$500.00

This expenditure would be covered under 2025 budgeted resources in the Mayor and Council conferences/schools expense lines.

Primary Issues/Alternatives to Consider:

At the January 27, 2025 Council meeting, this item was tabled pending more information. Multiple attempts were made to contact the NLC via phone and internet to inquire if there were any public or group discourse as part of this program: discussion boards, group chats, etc. As of end of business on February 6, we did not receive a response from NLC. The deadline to register is February 13, 2025.

Budgetary/Fiscal Issues:

Other expenses in 2025:

The Mayor traveled to Washington, D.C. in January 2025, with an expected cost of \$1500.00.

The Mayor is requesting to travel to Washington, D.C. in March 2025, with an expected cost of \$1736.00.

The Travel Policy is attached to Item 7.2

Attachments: N/A