

Monday, March 10, 2025
6:00 p.m.

Brooklyn Park Council Chambers
5200 85th Avenue North

REGULAR CITY COUNCIL MEETING – AGENDA #8

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 RPAC Annual Report

A. ANNUAL REPORT

3B.3 Women's History Month Proclamation

A. PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 Approve an Amendment to the Recycling Contract with Waste Management of MN to Add Curbside Organics Recycling Collection Service Beginning March 31, 2025

A. RESOLUTION

B. CONTRACT AGREEMENT

4.2 Award the Bid for the 2025 Bituminous Overlay Project to C.S. McCrossan Construction Inc.

A. RESOLUTION

B. BID TAB

C. MAP OF STREETS

D. MAP OF PARKING LOTS

4.3 Accept Bids and Award Contract for the Sanitary Sewer Televising and Inspection to Pipe Services Corporation

A. RESOLUTION

B. LOCATION MAP

4.4 Approve Memorandum of Agreement with Target Corporation to Acquire 10225 Winnetka Avenue Property and Vacate Easement Documents NO. 3559368 & NO. 3727273, CIP 4056

A. RESOLUTION

B. MEMORANDUM OF AGREEMENT

C. LOCATION MAP

- 4.5** Accept Bids and Award Contract for CIP 3001-25, Watermain Rehabilitation
 - A.** RESOLUTION
 - B.** LOCATION MAP
- 4.6** Formally Adopt the 2024 Hennepin County Multi-Jurisdictional All-Hazard Mitigation Plan
 - A.** RESOLUTION
- 4.7** SECOND READING of an Amendment to Chapter 92 of the Brooklyn Park City Code Pertaining to Animals
 - A.** ORDINANCE
- 4.8** Accept Minnesota Department of Public Safety Crisis Response Grant
 - A.** RESOLUTION
 - B.** FINANCIAL ANALYSIS/GRANT FUND AMENDMENT
 - C.** AGREEMENT
- 4.9** Resolve to Approve the Land Use Agreement with Hennepin County for a Weather Station
 - A.** RESOLUTION
- 4.10** Development Bond and Escrow Reductions/Releases
- 4.11** Approve a Tetrahydrocannabinol (THC) and Tobacco License for JR Tobacco LLC dba JR Tobacco, Located at 9530 Noble Pkwy N, Brooklyn Park, MN 55443
- 4.12** Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 26, 2025, at 9100 93rd Avenue North
- 4.13** Amend 2025-2029 CIP to Include CIP 3713 Shingle Creek Brookdale Park Natural Channel
 - A.** RESOLUTION
 - B.** RESOLUTION OF SUPPORT
 - C.** COOPERATIVE AGREEMENT
 - D.** LOCATION MAP

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 and Approving City Code Appendix Fee Resolution Table Amendments to Recycling Utility Service Charges
 - A.** RESOLUTION
- 5.2** Public Hearing for Vacation of Easement Documents No. 3559368 and No. 3727273
 - A.** RESOLUTION
 - B.** EASEMENT 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** Appointments to Commissions
- 7.2** Approve Proposed Use of Fiscal Year 2025/ 2026 Urban Hennepin County Community Development Block Grant Program Funds and Authorize Execution of Subrecipient Agreement with Hennepin County and any Third-Party Agreements
 - A.** RESOLUTION
 - B.** 2025 DEFERRED LOAN PROGRAM
 - C.** 2025 ENVIRONMENTAL HEALTH PROGRAM
 - D.** 2025 ZANESWOOD TEEN CENTER FACILITY
- 7.3** Joint Powers Agreement with City of Minneapolis Pertaining to Prevailing Wage Investigations
 - A.** JOINT POWERS AGREEMENT - PREVAILING WAGE INVESTIGATIONS
- 7.4** Community Plan Adoption
 - A.** PROPOSED COMMUNITY REDLINE
 - B.** PROPOSED COMMUNITY PLAN CLEAN

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:	March 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>
Police		
Shoyna Greaves	January 21, 2025	Part-Time Community Incident Intervention Specialist
Keith Adams	February 13, 2025	Part-Time Community Incident Intervention Specialist
Abu Mansaray	February 13, 2025	Part-Time Community Incident Intervention Specialist
Melissa Nielsen	February 13, 2025	Part-Time Community Incident Intervention Specialist
Jasmine Miller	February 24, 2025	Part-Time Community Incident Intervention Specialist
Yaraily Castillo-Rosario	February 24, 2025	Part-Time Community Incident Intervention Specialist
Troy Hill	March 3, 2025	Part-Time Police Cadet

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:	March 10, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Judy Purcell, RPAC Chair, Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	1	Presented By:	Judy Purcell, RPAC Chair
Item:	Recreation and Parks Advisory Commission 2024 Year-in-Review and 2025 Workplan		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO ACCEPT THE RECREATION AND PARKS ADVISORY COMMISSION 2025 WORKPLAN.

Overview:

The Recreation and Parks Advisory Commission (RPAC) Chair, Judy Purcell, will provide highlights of the RPAC 2024 accomplishments and present the 2025 RPAC priorities to help advance the BP 2025 Community Goals.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A 2025 RPAC WORKPLAN

Workplan | Recreation & Parks Advisory Commission

Feb. 2025 – Jan. 2026

Time frame	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
Feb	Approve Work Plan Report on Edinburgh Clubhouse Management	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
March	Operations & Maintenance Annual Report NW Area Park Planning	☐ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☒ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
April	Welcome New Commissioners Parks and Facilities Report Community Health Resources	☒ 1 ☒ 2 ☐ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
May	Annual Deer Hunt Report Destination Sports City	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☒ 6	☒ Report/Comment ☒ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
June	Youth Services Division Report Programming for BIPOC Adults	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☒ 5 ☐ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
July	No Meeting	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6	☐ Report/Comment ☐ Recommend ☐ Act Initiated by: ☐ Commission ☐ Council ☐ City Manager	
August	Annual Parks Tour – Zanewood Project	☒ 1 ☒ 2 ☐ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
September	Proposed Rec & Parks Budget & CIP / CEP Community Health Resources Follow Up	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	
October	Status of Current-Year Work Plan Destination Sports City Follow Up	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☐ Commission ☐ Council ☐ City Manager	
November	Annual Budget Update & CIP/CEP Recreation Services Division Report Programming for BIPOC Adults Follow Up	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☒ 5 ☒ 6	☒ Report/Comment ☐ Recommend ☒ Act Initiated by: ☒ Commission ☐ Council ☐ City Manager	

Workplan | Recreation & Parks Advisory Commission

Feb. 2025 – Jan. 2026

December	No Meeting	☐ 1 ☐ 3 ☐ 5	☐ 2 ☐ 4 ☐ 6	☒ Report/Comment ☐ Recommend ☐ Act Initiated by: ☐ <i>Commission</i> ☐ <i>Council</i> ☐ <i>City Manager</i>
January	Election of Officers 2026 RPAC Work Plan Discussion	☒ 1 ☐ 3 ☐ 5	☐ 2 ☐ 4 ☒ 6	☒ Report/Comment ☐ Recommend ☐ Act Initiated by: ☐ <i>Commission</i> ☐ <i>Council</i> ☐ <i>City Manager</i>

1: United Community

2: Beautiful Places

3. Thriving Economy

4. Healthy & Safe People

5. Increased Equity

6. Effective & Engaging Gov't

Workplan Projects: What's the purpose?

Commissions can either initiate a project themselves OR be asked by the Council or City Manager to do one of the following:

Report/Comment

- Commission studies a specific issue or topic and **reports its findings or comments to the Council**, either in writing or in a Council meeting.
- Commission does not vote.
- No direct action is taken.

Example: Charter Commissioner provided a memo on the topic of Council Members being employed by the City part-time, at the Council's request.

Recommend

- Commission reviews a specific policy issue and **makes a formal recommendation** to City Council on what action to take.
- A recommendation requires a majority of the Commissioners' support.
- Individual member comments are not included.

Examples: Planning Commission recommends approval on land use actions; RPAC made a recommendation on amplified sound policy.

Act

- Commission **initiates or takes on a project**, approved by Council through their workplan.

Example: HRC partnered with a community organization on an event; City Manager requests that HRC coordinate the "All Are Welcome" sign contest.

Brooklyn Park 2025 Community Goals

Working together to make Brooklyn Park a thriving community inspiring pride where opportunities exist for all.

We asked and you answered! Our community wants to accomplish these goals by the year 2025:

Unified Community

A united and welcoming community, strengthened by our diversity.

- We have connected neighbors who understand and celebrate our unique cultures.
- Brooklyn Park is unified with a strong positive identity and image.
- Our community's activities, events and services are inclusive, multi-cultural, and accessible.
- We have places and spaces for diverse communities to gather.
- Residents of every age contribute to our community.

Beautiful Places

Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.

- Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
- Quality recreation and park amenities inspire activity for all ages and interests.
- Our rich diversity is showcased through our vibrant music, art, food, entertainment, and cultural scene.
- Attractive key corridors, corners, and city centers create destinations that meet community needs.
- Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.

Thriving Economy

A balanced economic environment that empowers businesses and people to thrive.

- People of all ages and backgrounds enjoy financial stability.
- Residents and visitors support an abundance of retail stores, restaurants, and entertainment venues.
- Our business environment inspires private investment and job growth.
- Business and organizations of all types, sizes and specialties start, stay and grow here.
- We are a leader in environmental sustainability, benefiting our economy and community.

Healthy and Safe People

People of all ages have what they need to feel healthy and safe.

- Neighborhoods are empowered and supported by strengthened positive relationships with police.
- Youth are engaged in positive and quality experiences.
- Aging adults have services and amenities to thrive and age in place.
- Everyone has access to quality healthy food options.
- People have access to quality medical and emergency care.

Increased Equity

Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.

- Each resident has access to the training and support needed to get and keep a living wage job.
- Each student graduates high school with a pathway to college or career.
- Aging neighborhoods and commercial centers are revitalized through continuous investment.
- The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

Effective, Engaging Government

Effective and engaging government recognized as a leader.

- The City provides quality services at a reasonable cost.
- Elected officials, commissions, and City staff reflect the diversity of the community and are culturally competent.
- City information is clear, accessible, and delivered in ways that meet the community's needs.
- City laws are understandable, equitably enforced, and relevant to the community.
- The City is well-managed and recognized as a great place to work.

City of Brooklyn Park

Request for Council Action

Agenda Item:	3B.3	Meeting Date:	March 10, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis, REDI Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Mayor's Proclamation to Recognize and Honor the Month of March 2025 as Women's History Month in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall recognize and proclaim the Month of March, 2025 as "Women's History Month" by one of the following:

1. "I, Hollies Winston, Mayor of the city of Brooklyn Park, Minnesota do hereby recognize and proclaim the month of March 2025, to be a "Women's History Month" in the city of Brooklyn Park.

OR

2. By reading the proclamation.

Overview:

Women's History Month had its origins as a national celebration in 1981 when Congress passed Public Law 97-28 which authorized and requested the President to proclaim the week beginning March 7, 1982, as "Women's History Week." Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as "Women's History Week." In 1987 after being petitioned by the National Women's History Project, Congress passed Public Law 100-9 which designated the month of March 1987 as "Women's History Month." Between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women's History Month. Since 1995, presidents have issued a series of annual proclamations designating the month of March as "Women's History Month." These proclamations celebrate the contributions women have made to the United States and recognize the specific achievements women have made over the course of American history in a variety of fields.

Following a conversation with the City Council at the April 2023 Work Session where a discussion took place on what holidays and events the city should recognize a decision was made to recognize Women's History Month going forward.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A PROCLAMATION

PROCLAMATION

TO RECOGNIZE AND HONOR WOMEN'S HISTORY

MONTH MARCH 2025

WHEREAS, women have played and continue to play critical economic, cultural, and social roles in our country, our state, and our community by constituting a significant portion of the labor force working inside and outside the home. Women throughout history have also played a unique role by providing a majority of the volunteer labor force of our country; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching; and

WHEREAS, the theme for 2025 is "*Women Who Advocate for Equity, Diversity and Inclusion.*" This theme honors women in every community who have devoted their lives and talents to producing art, pursuing truth, and reflecting the human condition decade after decade. From the earliest storytellers through pioneering journalists, their experiences have been captured by a wide variety of artists and teachers. These include authors, songwriters, scholars, playwrights, performers, and grandmothers; and

WHEREAS, the City of Brooklyn Park is proud to honor the history and contributions of women in our community and throughout our state and our Nation and proud to put forth the goal of gender equity and work to ensure representation and opportunity for all of its women and girls.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Hollies Winston, and members of the City Council of the city of Brooklyn Park do recognize and hereby proclaim March 2025 as:

"WOMEN'S HISTORY MONTH"

BE IT FURTHER RESOLVED, the Mayor is requested to issue a proclamation each March, calling upon the people of the city of Brooklyn Park to observe March as "Women's History Month" with appropriate programs, ceremonies, and activities.



5200 85th Avenue North
Brooklyn Park, MN 55443

Hollies Winston, Mayor

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.1	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Tim Pratt, Recycling Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Tim Pratt, Recycling Manager
Item:	Approve an Amendment to the Recycling Contract with Waste Management of MN to Add Curbside Organics Recycling Collection Service Beginning March 31, 2025		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE AN AMENDMENT TO THE RECYCLING CONTRACT WITH WASTE MANAGEMENT OF MN TO ADD CURBSIDE ORGANICS RECYCLING COLLECTION SERVICE.

Overview:

In 2019, the City Council decided to require all licensed residential garbage haulers to provide opt-in curbside organics recycling by January 1, 2022. This met the requirements of Hennepin County's updated Ordinance 13 which requires cities to ensure their residents have access to curbside organics recycling.

Time is showing that most of the haulers are doing a poor job communicating with residents about organics recycling – what it is, or how to participate, and some are slow to provide carts and get residents signed up for service. As a result, many residents have been complaining.

At the April 1, 2024, work session, the Council expressed interest in having staff present details about the benefits of having a citywide contract for organics recycling service. Staff gave that presentation at the July 8, 2024, City Council Work Session. Contracted service would provide:

- Consistent communication – currently haulers are providing little or no information about organics
- Equitable service – some haulers are slow to sign up residents and provide carts
- Lower rates charged – the proposed rate is \$2.90 per household per month, currently residents are paying anywhere from \$5.00 - \$7.50 per household

Subsequently Council directed staff to negotiate an amendment to the existing recycling contract to add curbside organics recycling collection. That amendment is being presented for approval. Under the amendment weekly curbside organics recycling collection service will begin the week of March 31, 2025, at a cost of \$2.90 per household per month. Once more than 11% of households (2,513 households) sign up the price will increase to \$3.75 per household per month.

Multifamily properties are not included in the curbside organics recycling program. Those residents may bring their organics for free to the Hennepin County Drop-Off Facility, 8100 Jefferson Highway, Brooklyn Park.

Primary Issues/Alternatives to Consider:

The City Council has the following options:

1. Approve recycling contract amendment to add curbside organics recycling collection service as recommended
2. Reject the recycling contract amendment

Budgetary/Fiscal Issues:

The Proposal from Waste Management will have a price increase of \$2.90 per household per month.

Attachments:

4.1A RESOLUTION

4.1B CONTRACT AMENDMENT

RESOLUTION #2025-

RESOLUTION TO APPROVE AN AMENDMENT TO THE RECYCLING CONTRACT WITH WASTE
MANAGEMENT OF MN TO ADD CURBSIDE ORGANICS RECYCLING COLLECTION SERVICE

WHEREAS, the City of Brooklyn Park is required by County Ordinance to provide convenient recycling service to all of its residents and collect, at a minimum, all recyclable materials as specified in the Minnesota Waste Management Act and Hennepin County Ordinance 13; and

WHEREAS, the City of Brooklyn Park awarded the contract for recycling services to Waste Management on November 14, 2022. The contract runs through June 30, 2027.

WHEREAS, the City of Brooklyn Park and Waste Management of MN have negotiated an amendment to the contract that will add curbside organics recycling service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve an amendment to the recycling contract with Waste Management of MN and to authorize the Mayor and City Manager to enter into a contract amendment that will add curbside organics recycling service.

**FIRST AMENDMENT
TO RESIDENTIAL RECYCLING COLLECTION
SERVICES AGREEMENT**

This First Amendment to the Contract for Residential Recycling Collection Services (the “**Amendment**”) is made and entered into March __, 2025, between the City of Brooklyn Park, a public body corporate and municipal corporation and political subdivision of the State of Minnesota (the “**City**”) and Waste Management of Minnesota, Inc., a Minnesota corporation (“**Contractor**”) and amends the Contract for Recycling Collection Services (the “**Agreement**”) dated June 15, 2023.

RECITALS

WHEREAS, The City and the Contractor agree to amend the Contract for Residential Recycling Collection Services (the “**Agreement**”) dated June 15, 2023, and

WHEREAS, The City and Contractor agree that for the term starting July 1, 2023, through June 30, 2027, City and Contractor will incorporate additional specifications related to Curbside Organics Recycling Collection into the Contract; and

WHEREAS, Contractor will begin Curbside Organics Recycling Collection service March 31, 2025, and such collection service will expire with the existing Recycling Collection Contract on June 30, 2027; and

WHEREAS, Contractor hereby covenants and agrees to perform and execute all the provisions of the Agreement for weekly curbside collection of organics for recycling; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. **Term.** The term of the Amendment will coincide with the term of the Agreement. The Amendment and the Agreement will expire June 30, 2027.
2. **Definitions.** This First Amendment to the Agreement includes the following additional definitions/terms:
 - (a) **Food Scraps:**
 - Fruits and vegetables - Peelings, pits, shells and rinds
 - Meat, fish, shellfish and bones - Bones, scales and shells
 - Dairy products - Yogurt, cheese, butter
 - Eggs and eggshells
 - Bakery and dry goods - Pasta, grains, beans and rice, bread and cereal, nuts and shells, dough, pastries and pies
 - Pet food

(b) **Non-Recyclable Papers:**

- Napkins, food-soiled paper towels
- Paper egg cartons
- Biodegradable Products Institute (BPI) Certified, or Compost Manufacturing Alliance (CMA) approved products: cups, plates, bowls, containers, parchment and wax paper
- Paper grocery or lunch bags (recycle if not soiled)
- Tissue paper
- Paper towel and toilet paper rolls
- Soiled delivery pizza boxes

(c) **Other compostable Items:**

- Coffee grounds and filters
- Tea bags (no synthetic filter or metal)
- Houseplant trimmings
- Hair and nail clippings (undyed and not painted)
- Wooden items such as wood chopsticks, popsicle sticks and toothpicks
- Nutritional or protein supplement powders (no vitamins, minerals, etc. in pill form)
- Cotton balls and paper swabs
- BPI Certified or CMA approved compostable products: cups, plates, and bowls, utensils and straws, bags, containers, bamboo products, bagasse products

(d) The Term “Organics” does not include yard Waste

(e) Compostable Bag(s): Compostable plastic bags must meet all the specifications in ASTM Standard Specification for Compostable Plastics (D6400) compostable bags. Other acceptable bags include paper lawn and leaf bags, and paper grocery store bags.

3. Preparation and Collection.

- (a) The City grants to Contractor the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Recycling (including Recyclables, and Curbside Organics Recycling Collection) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area.
- (b) The Contractor shall collect organics that have been prepared by the residents as directed by the City.
- (c) Households are required to place Organics in compostable bags which then are placed into an organics cart for collection. Organics shall be collected by a dedicated truck on a dedicated route.
- (d) Organics shall be collected, delivered to and weighed at the Hennepin County Transfer Station, 8100 Jefferson Highway, Brooklyn Park, MN 55445.
- (e) The Contractor may, with prior approval from the City, select a different transfer station, a permitted compost facility, or an alternate site. The Contractor must use a facility that is

managed in accordance with applicable Minnesota State laws and applicable County Ordinances.

4. Carts.

- (a) The default cart size shall be approximately 64 gallons. The Contractor shall make available 32-gallon carts should a resident request a cart other than the default size.
- (b) Carts must be a different color body, lid, or both different color body and lid from the Contractor's Trash, Recyclables, and Yard Waste Carts.
- (c) The Contractor shall purchase, own, and ship all organics carts. The Contractor shall (at their facility) assemble (to include cart labeling), store, inventory, and maintain the carts. The Contractor shall maintain an adequate cart inventory for cart service requests. The Contractor shall be responsible for cart distribution.
- (d) The City will provide the design for the label to be applied to collection cart lids.

5. Compensation. The City certifies that there are 23,052 homes and apartment buildings of eight units or fewer that receive curbside recycling service. The City agrees to pay the Contractor for all households regardless of whether the household opts-in to receive curbside organics recycling service.

Contractor and the City agree to the following provisions on price:

Percent of HH signed up for organics recycling	Price per HH per month
0 – 10.9% (up to 2,513 sign ups)	\$2.90
11 – 20.9% (up to 4,818 sign ups)	\$3.75
21 – 30.9% (up to 7,123 sign ups)	\$4.63
31 – 40% (up to 9,428 sign ups)	\$5.43
40% and above	Parties will mutually agree to a price per month

6. Roll-Out.

- (a) **Household Opt-in.**
Households will opt-in to receive curbside organics recycling collection service. Households will opt-in initially by registering through **the** City's online portal until March 28, 2025. After that households may register by either contacting the Contractor's customer service center or through the City's online portal, and City will update Contractor weekly with a list of newly registered households with addresses of residents.
- (b) **Organics Sign-Up.**
The first round of organics signup shall occur until March 7, 2025. At which point the City will provide the Contractor with a list of registered households. The Contractor will use the list to distribute organics carts before March 28, 2025.
- (c) **Cart Requests.**

Requests received between March 7, 2025, and March 28, 2025, will receive carts during the week of April 14, 2025. Residents signing up after March 28, 2025, will receive a cart within 2 weeks of the request until the end of the second quarter of 2025, and one week thereafter and begin service on the ensuing scheduled collection day.

(d) **Participant List.**

A list of current organics recycling participants shall be maintained by the Contractor and shared with the City monthly.

7. Reporting. The Contractor must annually report participation rates and tonnages using City-provided reporting forms. Those reports are due by January 31 of each year.
8. Quality Control. The Contractor must perform the following periodic quality control checks:
 - (a) The Contractor must conduct at least once per quarter curbside organics recycling cart checks.
 - (b) Areas for cart checks must rotate between each recycling zone.
 - (c) The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins.
 - (d) The Contractor shall compile a list of the addresses and the reason(s) an education tag was left. The list shall be shared with the City within one week of the completion of each quarterly cart check.
9. Ratification. Except as otherwise provided in this Amendment, all terms and conditions in the Agreement remain in full force and effect.
10. Counterparts and Electronic Signature. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

CITY:

CITY OF BROOKLYN PARK

By: _____

Name:

Its:

CONTRACTOR:

WASTE MANAGEMENT OF MINNESOTA,
INC.

By: _____

Name:

Its:

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Mark Becker, Street/Fleet Manager
Ordinance:	N/A		
Attachments:	4	Presented By:	Greg Hoag: Acting Director of Operations and Maintenance
Item:	Award the Bid for the 2025 Bituminous Overlay Project to C.S. McCrossan Construction Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO AWARD THE BID FOR THE 2025 BITUMINOUS OVERLAY PROJECT TO C.S. McCROSSAN CONSTRUCTION INC. AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

Overview:

The proposed bituminous overlay project is a continuation of the street maintenance and rehabilitation program, which began in 1993 to preserve/increase street life. The street studies by IMS, Braun-Intertec and staff and research by APWA, MnDOT, MN Local Road Research Board, counties and other cities have shown a benefit if bituminous overlays are performed when streets are in relatively fair condition. Overlays will not, however, rejuvenate a street that is in severe problem condition.

The bituminous overlays are necessary to extend the useful life of existing streets in fair condition in Street/Utilities Maintenance District Three, Five, and Six. The streets recommended for overlay were selected by condition study, review of other related infrastructure items and other relevant input. Approximately 7.5 miles of residential and 1.5 miles of MSA streets will be milled and overlaid along with four park parking lots, and North Fire Station parking lot, including curb, sidewalk and ADA ramp replacements.

The 2025 Bituminous Overlay Project O&M-SM-25-01 was advertised on February 6th, 2025, in the Brooklyn Park Sun-Post. On February 28, 2025, nine (9) bids were received. The lowest responsible bid meeting specifications is from C.S. McCrossan Construction Inc. The project preliminary estimated cost was \$1,678,183.70.

Primary Issues/Alternatives to Consider:

This project is necessary to meet the goal to provide continuous infrastructure preservation and improvement.

Operations & Maintenance staff recommend approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal cost of \$1,678,183.70 is included in the 2025-2029 Capital Improvement Plan as projects 4001-25 Street Resurfacing Program (\$1,528,476.93), 2003-25 Parking Lots-Parks (\$50,563.82) and 1010-25 Fire Stations Rehabilitation (\$99,142.95)

Funding sources are Franchise Fees for the street rehabilitation and Heritage Infrastructure Fund for the Park & Fire Station parking lots.

Attachments:

- 4.2A RESOLUTION
- 4.2B BID TAB
- 4.2C MAP OF STREETS
- 4.2D MAP OF PARKING LOTS

RESOLUTION #2025

RESOLUTION TO AWARD THE BID AWARD FOR THE 2025 BITUMINOUS OVERLAY PROJECT TO C.S. McCROSSAN CONSTRUCTION INC. AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

WHEREAS, the 2025 Bituminous Overlay Project was advertised in the Brooklyn Park Sun-Post on February 6th, 2025; and

WHEREAS, on February 28th, 2025, nine (9) bids were received; and

WHEREAS, the lowest responsible bid meeting specifications is from C.S. McCrossan Construction Inc. in the amount of \$1,678,183.70; and

WHEREAS, the construction project, CIP #4001-25, is budgeted to be funded by the Franchise Fees for a cost of \$1,528,476.93, and #2003-25 and #1010-25 are budgeted from the Heritage Infrastructure Fund for the four park parking lots for a cost of \$50,563.82 and North Fire Station for a cost of \$99,142.95; and

WHEREAS, the Bituminous Overlay Program is necessary to preserve/increase the useful life of existing streets and parking lots.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the bid for the 2025 Bituminous Overlay Project to C.S. McCrossan Construction Inc. in the amount of \$1,678,183.70 and authorize the Mayor and City Manager to execute the contract.

CIP4001-25 Neighborhood Streets and 4 Parking Lots Mill and Overlay

Quest Number: 9508051

Owner Number: CIP4001-25
Closing Date: Fri, 02/28/2025 11:00 AM CST
Posting Type: Construction Project
Owner: Brooklyn Park MN, City of
Solicitor: Brooklyn Park MN, City of

Owner Name:	Brooklyn Park MN, City of
Owner Contact:	Mr. Mark Becker
Owner Phone:	763-493-8009
Solicitor Name:	Brooklyn Park MN, City of
Contact:	Mr. Mark Becker
Email:	mark.becker@brooklynpark.org
Phone:	763-493-8009
Award Date:	03/10/2025
Comments:	City Council will consider bids at 6:00pm on Monday March 10, 2025.
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
C. S. McCrossan Construction, Inc.	Estimator	763-425-4167	estimating@mccrossan.com	\$ 1,678,183.70		Apparent Low Bidder
Bituminous Roadways Inc.	Estimating Department	651-686-7001	estimating@bitroads.com	\$ 1,776,119.00		
Northwest	Estimator	952-445-1003	estimating@northwest-totalsite.com	\$ 1,795,590.74		
North Valley, Inc.	Les Bloom	763-274-2580	estimating@northvalleyinc.net	\$ 1,813,604.54		
Park Construction Company	Park Construction - Paving	763-786-9800	estimating@parkconstructionco.com	\$ 1,839,691.70		
GMH Asphalt Corporation	Estimator	952-442-5288	estimating@gmhasphalt.com	\$ 1,860,672.60		
Valley Paving, Inc	VPI Estimating	952-445-8615	estimating@valleypaving.com	\$ 1,888,328.44		
Asphalt Surface Technologies Corp.	Dale Strandberg	320-363-8500	astechquotes@gmail.com	\$ 2,086,348.40		
S.M. Hentges & Sons, Inc.	Estimating	952-492-5700	estimating@smhentges.com	\$ 2,224,964.00		

Overlay Map 2025

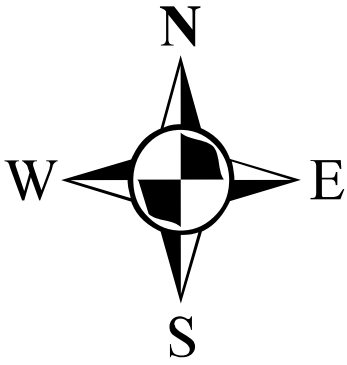
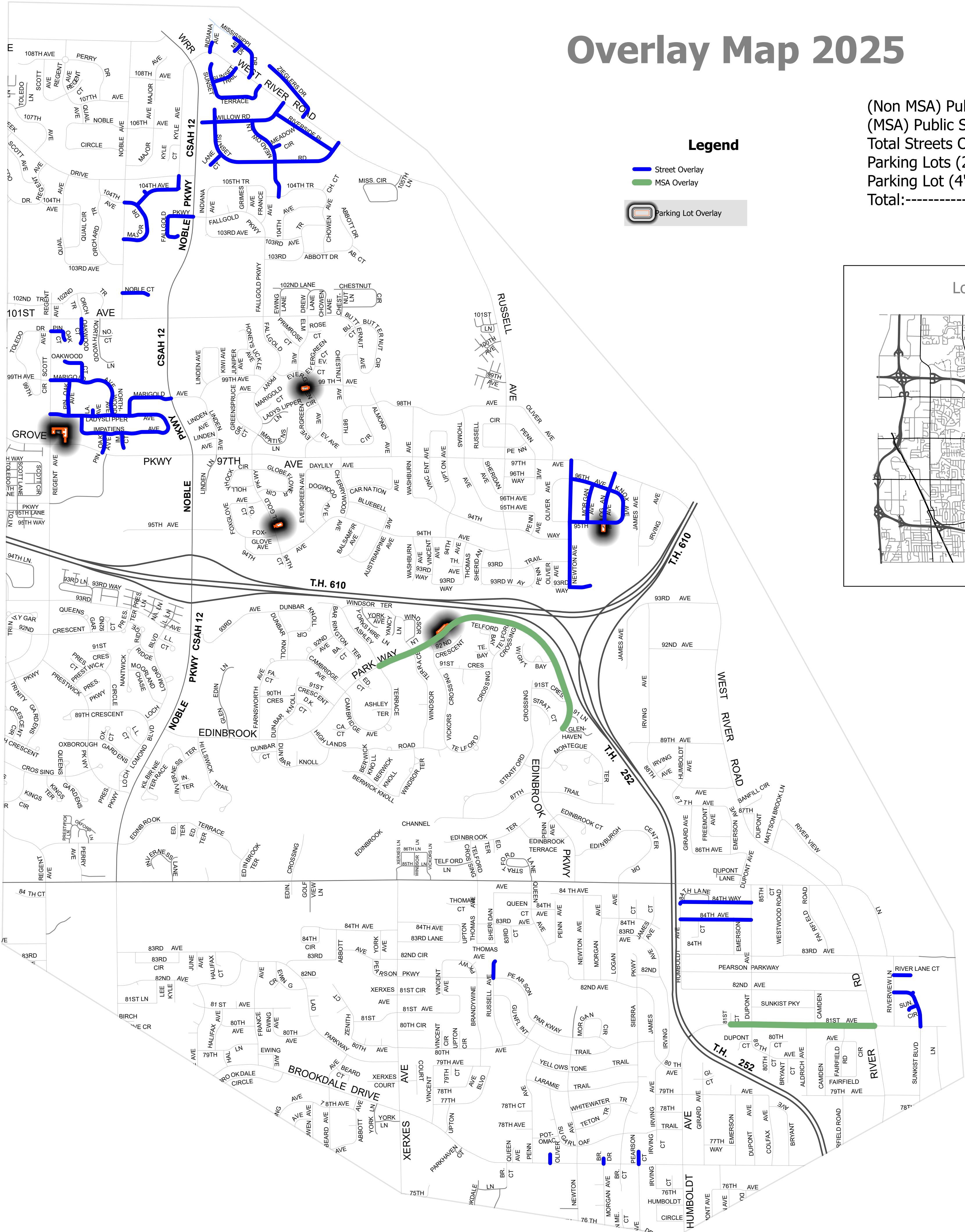
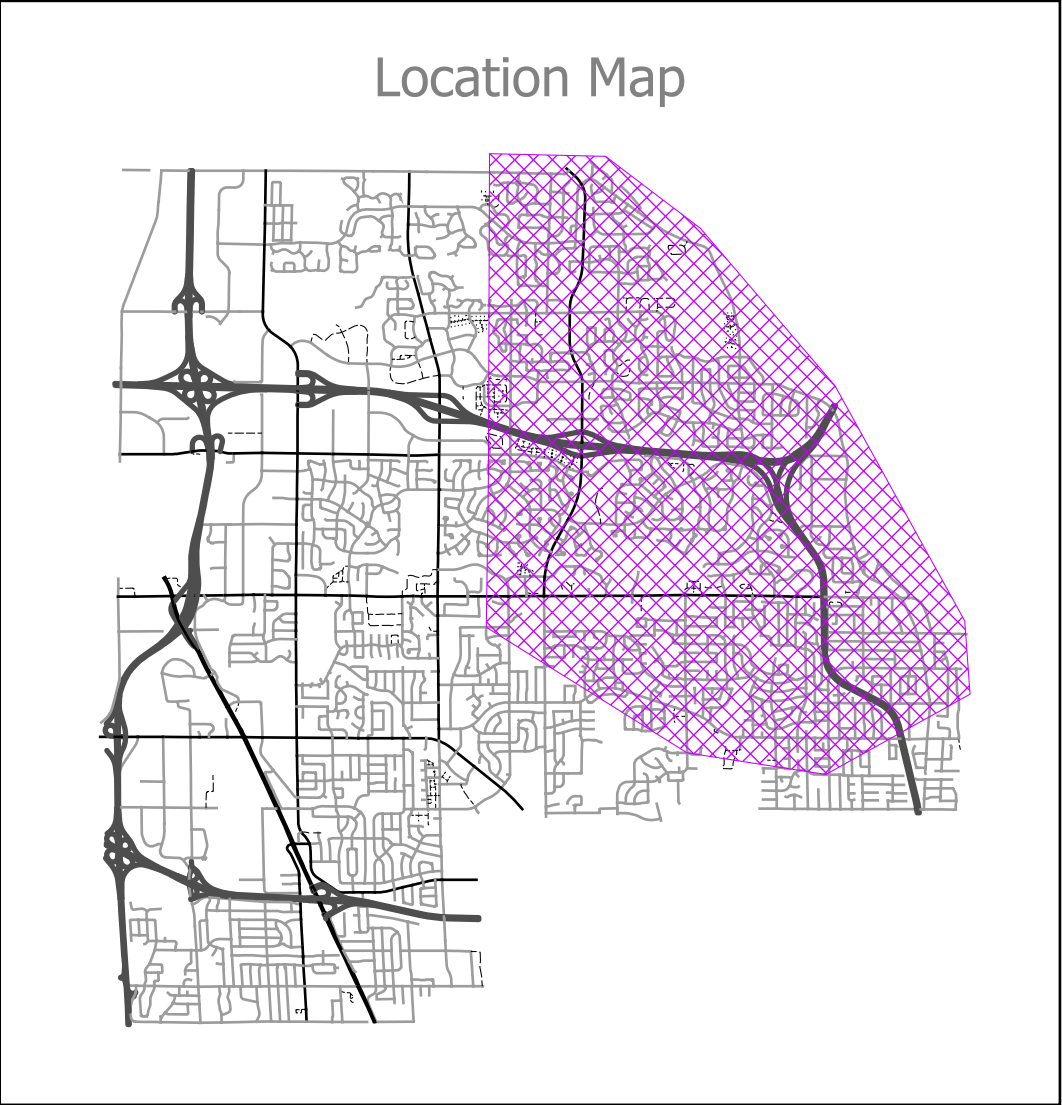
(Non MSA) Public Streets: 129,135 SY
(MSA) Public Streets: 33,065 SY
Total Streets Only:-----162,200 SY
Parking Lots (2''): 3,550 SY
Parking Lot (4''): 2,400 SY
Total:-----168,150 SY

Legend

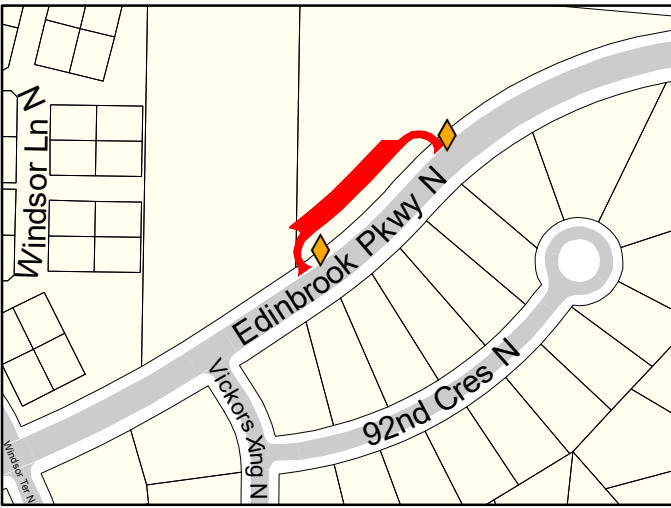
Street Overlay

MSA Overlay

Parking Lot Overlay



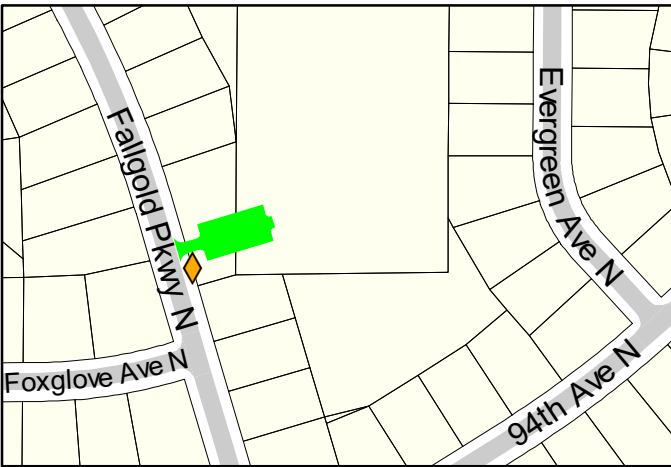
Date: 1/23/2025



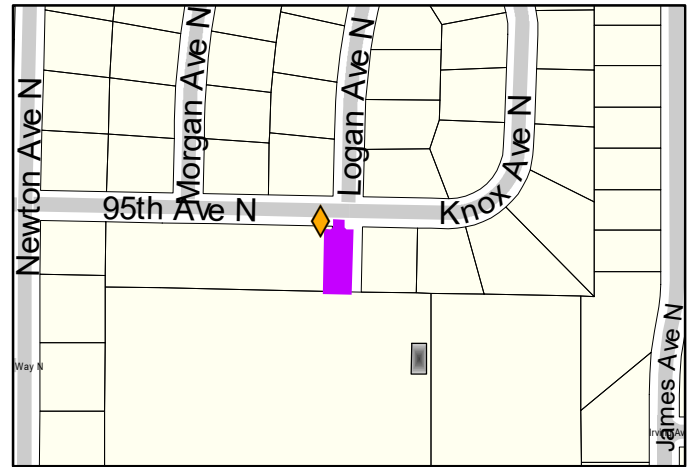
Edinbrook Park



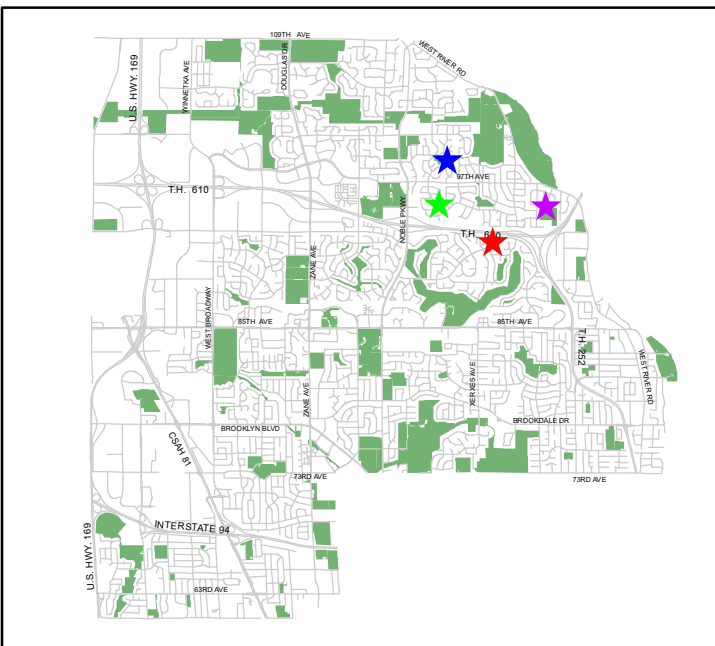
Willows of Aspen



Pinebrook Park



Willowstone Park



CITY OF BROOKLYN PARK PARKING LOT OVERLAY 2025

Legend

- Edinbrook Park - 1,000 SY
- Willowstone - 900 SY
- Pinebrook Park - 800 SY
- Willows of Aspen - 850 SY

Total for the 4 Lots - 3,550 SY

Warning Sign
Locations (5)

A City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Richard Luckow, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2		
Item:	Accept Bids and Award Contract for the Sanitary Sewer Televising and Inspection to Pipe Services Corporation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO ACCEPT BIDS AND AWARD CONTRACT FOR THE SANITARY SEWER TELEVISIONING AND CLEANING TO PIPE SERVICES CORPORATION AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

Overview:

This request is for the approval to award a contract for the televising of approximately 52.0 miles of sanitary sewer mains. The League of Minnesota Cities Insurance Trust requires that the city inspect this piping because it is important to document the sewer line's condition for a defensible position for insurance purposes. In addition, any deficiencies found in the pipe will be identified and repaired accordingly. The project was advertised in the Sun-Post on February 6, 2025 and concurrently on the consulting electronic (Quest CDN) bulletin board. On March 3, 2025, six bids were received: the lowest responsible bid being from Pipe Services Corporation Inc. in the amount of \$159,240.74. Pipe Services Corporation is an experienced televising contractor who has completed many televising projects for municipalities, including previous work for the city.

Primary Issues/Alternatives to Consider:

This project will commence this Spring and be substantially completed by October 17, 2025. Project completion date and condition reports are due November 14, 2025.

The Operations and Maintenance staff recommend approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal of \$159,240.74 is within the approved 2025 Public Utilities Sanitary Sewer Fund expenditures program budget and under the Engineers estimate of \$180,459.45.

Attachments:

- 4.3A RESOLUTION
- 4.3B LOCATION MAP

RESOLUTION #2025-

RESOLUTION TO ACCEPT BIDS AND AWARD THE CONTRACT FOR SANITARY SEWER TELEVISIONING AND CLEANING TO PIPE SERVICES CORPORATION AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

WHEREAS, televising and cleaning are necessary to properly maintain the sewer system; and

WHEREAS, the project was posted for bids on the Quest CDN electronic project board; and

WHEREAS, the project was advertised in the Sun-Post on February 6, 2025; and

WHEREAS, on March 3, 2025, six bids were received as follows:

<u>Contractor</u>	<u>Total</u>
Pipe Services Corp., Shakopee, MN	\$159,240.74
Nelson Sanitation and Rental Inc., Rice, MN	\$178,459.45
American Environmental, Chaska, MN	\$180,959.45
Superior Sewer Services, Faribault, MN	\$190,241.18
Hydro-Klean Inc, West Des Moines, IA	\$205,169.22
National Power Rodding Corporation, Chicago, IL	\$1,564,632.90

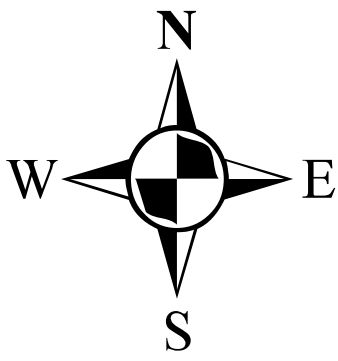
WHEREAS, the Sanitary Sewer Main Line Televising is recommended to be awarded to the lowest responsible bidder meeting specifications, Pipe Services Corporation, Inc., for an amount of \$159,240.74; and

WHEREAS, the project is under the Engineers estimate of \$180,459.45

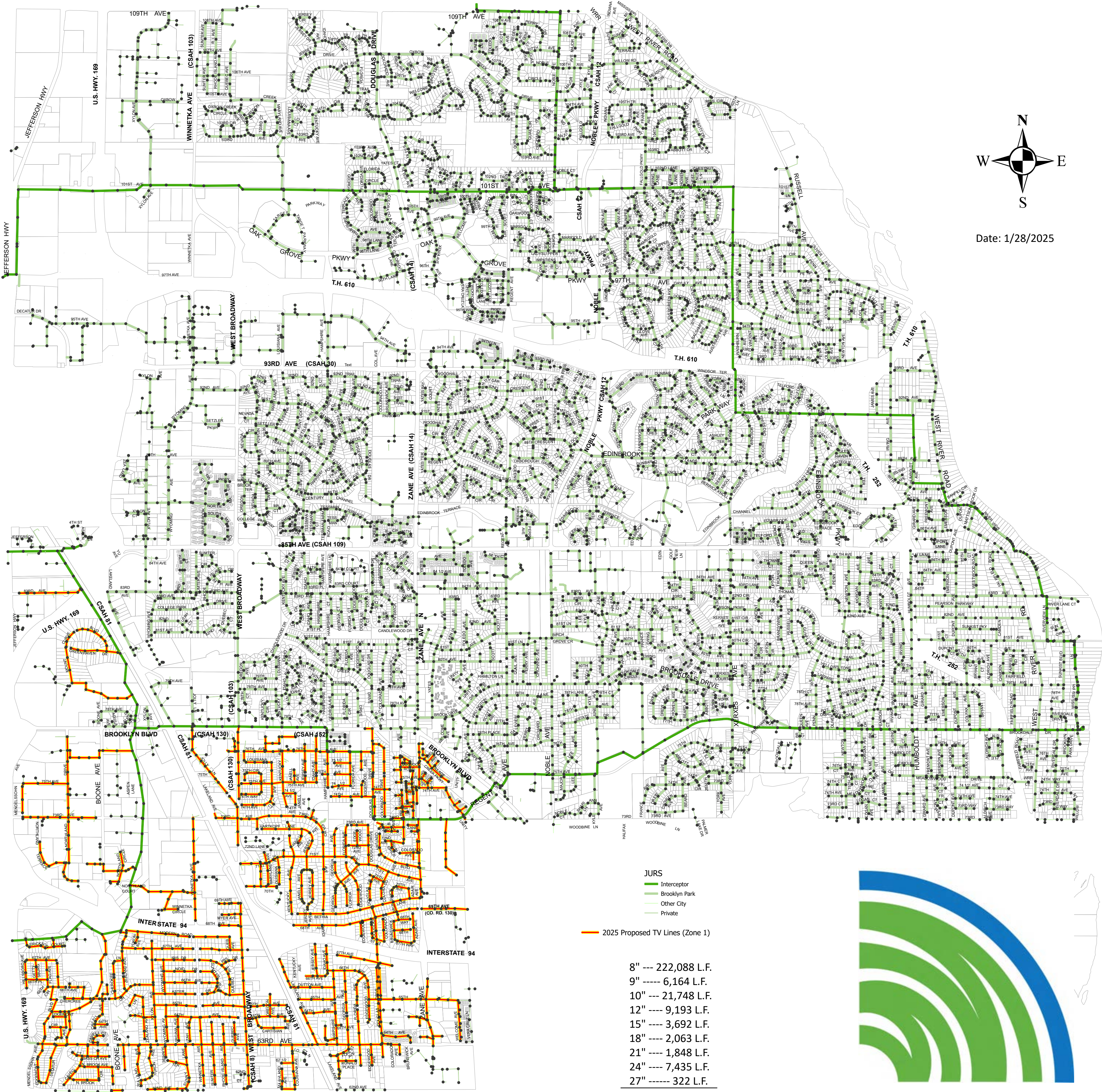
WHEREAS, the project can be accommodated in the 2025 Public Utilities Sanitary Sewer Expenditure Budget.

NOW, THEREFORE, BE RESOLVED by the City Council of the city of Brooklyn Park to award the contract for sanitary sewer televising and cleaning to Pipe Services Corporation in the amount of \$159,240.74, and to authorize the Mayor and City Manager to execute this contract.

2025 Sanitary Sewer Televising Map



Date: 1/28/2025



City of Brooklyn Park

Request for Council Action

Agenda Item:	4.4	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Jeff Holstein, City Transportation Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Mitchell Robinson, Assistant City Engineer
Item:	Approve Memorandum of Agreement with Target Corporation to Acquire 10225 Winnetka Avenue Property and Vacate Easement Documents NO. 3559368 & NO. 3727273, CIP 4056		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 _____ TO APPROVE MEMORANDUM OF AGREEMENT WITH TARGET CORPORATION TO ACQUIRE 10225 WINNETKA AVENUE PROPERTY AND VACATE EASEMENT DOCUMENTS NO. 3559368 & NO. 3727273, CIP 4056

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 has cleared the liens against the 10225 Winnetka Avenue property which is to be conveyed to the City.

The City Attorney prepared a Memorandum of Agreement (MOA) to document this transaction as the city's vacation will occur prior to Target Quit Claiming the property to the city. All parties have reviewed the MOA and find it to be reasonable and beneficial to both parties. Thus, staff is recommending Council approve the MOA.

Primary Issues / Alternatives to Consider:

The City Attorney and City staff are currently reviewing a DRAFT of the Quit Claim Deed, which would legally transfer the ownership of 10225 Winnetka Avenue to the City. The Deed is expected to be executed by the Target Corporation within 30-60 days.

Budgetary / Fiscal Issues:

The execution of the MOA and the trading of city easements which are no longer necessary for the property rights to 10225 Winnetka Avenue will save the City approximately \$200,000 in acquisition costs.

Attachments:

- 4.4A RESOLUTION
- 4.4B MEMORANDUM OF AGREEMENT
- 4.4C LOCATION MAP

RESOLUTION #2025 -

RESOLUTION TO APPROVE MEMORANDUM OF AGREEMENT WITH TARGET CORPORATION TO
ACQUIRE 10225 WINNETKA AVENUE AND VACATE EASEMENT DOCUMENTS NO. 3559368 & NO.
3727273, CIP 4056

WHEREAS, the City of Brooklyn Park is working with Hennepin County and the Three Rivers Park District to prepare plans to construct an underpass of the Rush Creek Regional Trail under Winnetka Avenue (Project) in 2025, and

WHEREAS, the Project requires the acquisition of the 10225 Winnetka Avenue property, which is currently owned by the Target Corporation, and

WHEREAS, the City and the Target Corporation agree to trade the property ownership of 10225 Winnetka Avenue (Target to City) for the vacation of city easements #3559368 & #3727273, which are no longer necessary, and this transaction is documented in a Memorandum of Agreement (MOA), and

WHEREAS, the City Attorney and City staff have reviewed the MOA and deem the agreement to be reasonable and beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the execution of the MOA with the Target Corporation. The Mayor and City Manager are hereby authorized to execute on behalf of the City of Brooklyn Park.

MEMORANDUM OF AGREEMENT
City of Brooklyn Park

City Project No.: CIP 4056
Fee Owner: TARGET CORPORATION, a Minnesota corporation
Property Address: 10225 Winnetka Avenue North, Brooklyn Park, Minnesota 55445
PID No.: 06-119-21-44-0001

On this _____ day of _____, 2025, TARGET CORPORATION, a Minnesota corporation, Owner of the above described Property located in County of Hennepin, State of Minnesota, agrees to execute and deliver a conveyance of real estate by quitclaim deed to the City of Brooklyn Park.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City has engaged the Owner in discussions regarding compensation for the property rights acquired by the City as part of this transaction. The Owner has agreed to donate the Property via quit claim deed to the City in exchange for the vacation and termination described below. The Owner understands that the acquired Property is for use in connection with City Project No. CIP 4056.
2. In the event of a clerical error, Owner and the City agree to cooperate in correcting the error including but not limited to re-signing all documents.
3. Additionally: The Owner and the City of Brooklyn Park have agreed to the following:

i. The legal description of the Property is:

That part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 119 North, Range 21, West of the 5th Principal Meridian, described as follows:

Commencing at the Southeast corner thereof and proceeding thence North on the East line for a distance of 1000 feet to the point of beginning of the tract to be described herein; and proceeding thence West and parallel to the South line thereof for a distance of 300 feet; and proceeding thence North and parallel to said East line for a distance of 100 feet and proceeding thence East and parallel to said South line to said East line; and proceeding thence South on said East line to the point of commencement, Hennepin County, Minnesota.

ii. In exchange for the donation of the Property, the City agrees to vacate or terminate or cause the termination of certain easements affecting other property within the City owned by Owner, including: City roadway easement Document No. 3559368, which is a private roadway easement conveyed to the City and filed on August 27, 1965, but never opened as a roadway; and Street and Utility Easement 3727273 which was also never opened. Owner understands that the vacation or termination of the easements is subject to City Council approval. If the City Council does not approve of the vacation or termination of the easements by April 1, 2025, then Owner will not donate the Property, and this Memorandum of Agreement will terminate without further action by either Party.

iii. Except for certain work being performed by the City on the Property, Owner has paid in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the conveyance of the Property in connection with construction, alteration or repair of any structure upon or improvement to the Property caused by or resulting from any action of Owner, and has paid all liens and judgments as described in the title report provided to the City by Owner issued by First American Title Insurance Company with a commitment date of December 26, 2024, their commitment no. NCS-1245180-MPLS.

iv. The City accepts the Property “AS IS, WHERE IS”.

v. Real estate taxes due and payable in the year of closing shall be prorated as of the date of conveyance, including levied special assessments. Owner shall pay on or before the date of conveyance all real estate taxes due and payable in all prior years including all deferred and delinquent real estate taxes, penalties, and interest. The City shall assume any special assessments that are pending but not levied against the Property as of the date of conveyance. The City shall pay for the recording costs of the deed to the Property.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and that these documents and agreements supersede all oral agreements and representations between the parties.

TARGET CORPORATION

Date: 02/27/25

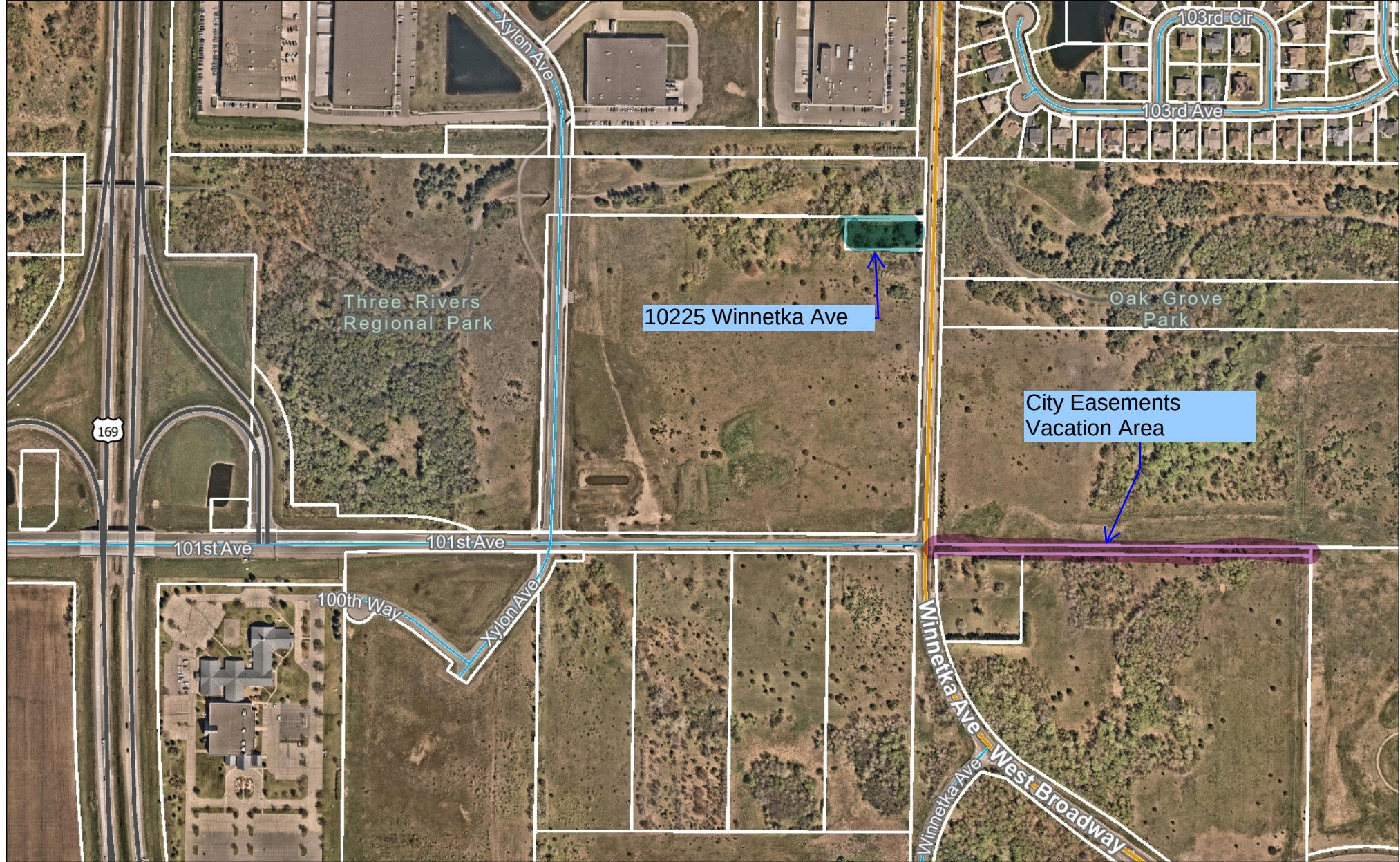
David A. Marquis
By: David A. Marquis (Feb 27, 2025 11:21 MST)
Its: Sr. Director, Corporate Real Estate

Date: _____

By: _____
_____, City of Brooklyn Park

Date: _____

By: _____
_____, City of Brooklyn Park



Map Scale = 1:5,410

451 ft = 1 in

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

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.5	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance – Engineering Services Division
Resolution:	X		Craig Runnakko, P.E., Construction Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Mitch Robinson, P.E., Assistant City Engineer
Item:	Accept Bids and Award Contract for CIP 3001-25, Watermain Rehabilitation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$182,368.00 TO KURILLA CONTRACTING OF BUFFALO, MINNESOTA FOR WATERMAIN REHABILITATION, CIP 3001-25.

Overview:

The water distribution system in the project areas (see location map) were constructed in the 1960s and 1970s. These areas contain corrosive soils that degrade the bolts on watermain gate valves and service saddles. In 2008, Operations and Maintenance started an ongoing project to rehabilitate and replace gate valves. This was in response to a series of watermain leaks resulting from the failure of the bolts holding the valves together. The watermain rehabilitation project alternates between maintenance districts and is coordinated with the city's and county's mill and overlay projects.

This project is coordinated with Hennepin County's Mill and Overlay of West Broadway and will replace 8 existing watermain gate valves to extend the life of the system, decrease the number of emergency repairs, and increase the level of service to our customers.

Bids were electronically opened on March 4, 2025, with six bids received. Bids ranged from \$182,368.00 to a high of \$346,911.80. Kurilla Contracting has done similar types of work on public and private projects in the past. City staff recommends the City Council award the contract to Kurilla Contracting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the adopted 2025-2029 Capital Improvement Plan (CIP) for a scheduled 2025 completion as Project No. 3001-25 with an estimated cost of \$450,000.00. The entire cost of this project will be funded from the Water Utility Fund.

Attachments:

- 4.5A RESOLUTION
- 4.5B LOCATION MAP

RESOLUTION #2025-

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT
OF \$182,368.00 TO KURILLA CONTRACTING OF BUFFALO, MINNESOTA
FOR WATERMAIN REHABILITATION, CIP 3001-25

WHEREAS, pursuant to an advertisement for bids for the following improvements, to wit:

CIP NO. 3001-25 – Watermain Rehabilitation

bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>TOTAL AMOUNT OF BID</u>
KURILLA CONTRACTING	\$ 182,368.00
THOMAS AND SONS CONSTRUCTION	\$ 205,074.00
DAVE PERKINS CONTRACTING, INC.	\$ 211,958.00
NEW LOOK CONTRACTING, INC.	\$ 246,670.00
PCI ROADS, LLC.	\$ 295,347.47
NORTHDALE CONSTRUCTION COMPANY, INC.	\$ 346,911.80
Engineer's Estimate	\$ 178,529.00

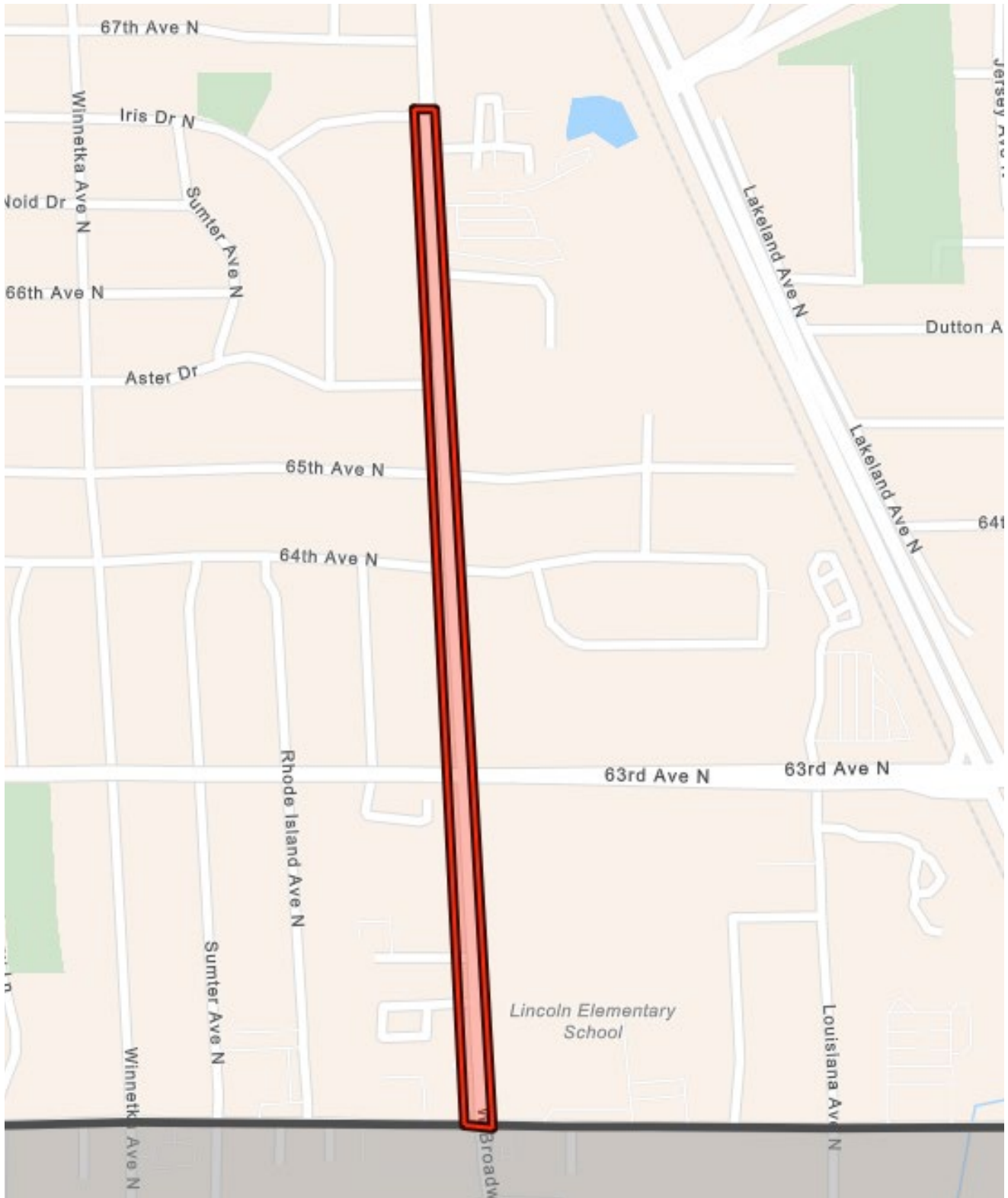
;and

WHEREAS, the City Manager recommends award of contract to Kurilla Contracting of Buffalo, MN as the lowest responsible bidder.

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

1. The Mayor and Manager are hereby authorized and directed to enter into a contract with Kurilla Contracting of Buffalo, MN in the name of the City of Brooklyn Park for the improvements aforesaid according to the plans and specifications thereof approved by the Council and on file in the office of the City Clerk.

LOCATION MAP: CIP 3001-25 WATERMAIN REHABILITATION



City of Brooklyn Park

Request for Council Action

Agenda Item:	4.6	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Fire
Resolution:	X	Prepared By:	Dan Johnson-Powers, Emergency Management Coordinator
Ordinance:	N/A		
Attachments:	1	Presented By:	Shawn Conway, Fire Chief
Item:	Formally Adopt the 2024 Hennepin County Multi-Jurisdictional All-Hazard Mitigation Plan		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ FORMALLY ADOPTING THE 2024 HENNEPIN COUNTY MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN FOR THE CITY OF BROOKLYN PARK.

Overview:

Per the Disaster Mitigation Act of 2000, every jurisdiction must complete a hazard mitigation plan for their jurisdiction. Compliance with this Act determines the jurisdiction's eligibility for Federal mitigation monies. We participate in a collaborative process with Hennepin County to meet this requirement.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Failure to adopt this plan will jeopardize eligibility for potential future Federal mitigation monies.

Attachments:

4.6A RESOLUTION

RESOLUTION #2025-

RESOLUTION FORMALLY ADOPTING THE 2024 HENNEPIN COUNTY MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN FOR THE CITY OF BROOKLYN PARK

WHEREAS, the City of Brooklyn Park has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Hennepin County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Hennepin County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Hennepin County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Hennepin County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Hennepin County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park supports the hazard mitigation planning effort and wishes to adopt the 2024 Hennepin County Multi-Jurisdictional All-Hazard Mitigation Plan.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.7	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Police
Resolution:	N/A		
Ordinance:	SECOND READING		
Attachments:	1	Prepared By:	Stephanie Heiberger, Police
		Presented By:	Police Chief Mark Bruley
Item:	SECOND READING of an Amendment to Chapter 92 of the Brooklyn Park City Code Pertaining to Animals		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2025-_____ APPROVING AN AMENDMENT TO CHAPTER 92 OF THE BROOKLYN PARK CITY CODE PERTAINING TO ANIMALS

Overview:

We are requesting a change to the animal ordinance to align with the process changes that have occurred at PUPS (Pets Under Police Security), our animal impound facility. Also, we are requesting a change to ordinance to assist with improving identification of owners of animals and reducing the number of animals at a residence. These changes are presented in hopes of reducing animal-related concerns in our community.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.7A ORDINANCE

ORDINANCE #2025-

ORDINANCE AMENDING CHAPTER 92 Sections 92.12, 92.19, 92.21, AND 92.32 OF THE
BROOKLYN PARK CITY CODE PERTAINING TO ANIMALS

~~Text with strikeout is proposed for deletion~~

Underlined text is proposed for insertion

The City of Brooklyn Park Does Ordain:

Section 1. Chapter 92.12 of the Brooklyn Park City Code is amended to read as follows:

§ 92.12 IMPOUNDING.

It is the duty of the Animal Control Officer to apprehend any animal found running at large or otherwise in violation of the provisions of this chapter and to impound such animal in the pound or other suitable place pending compliance or a determination on the animal's disposition. The Animal Control Officer upon receiving any animal must make a complete registry, entering the breed, color, sex, if such information can be obtained safely. If the animal bears no identification which reasonably reveals its ownership, the Animal Control Officer shall impound the animal in the pound for a period of at least seven days. Immediately upon impounding an animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner. Any animal impounded, with the exception of a potentially dangerous dog or dangerous dog or a dog that has inflicted substantial or great bodily harm upon a person, may be reclaimed by the owner within five days after such impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the city impound facility all required fees and costs of impoundment. An animal that is not redeemed by its owner within five days after impounding may be euthanized and disposed of in a sanitary manner by the Animal Control Officer

Section 2. Chapter 92.19 of the Brooklyn Park City Code is amended to read as follows:

§ 92.19 REDEMPTION.

(A) An animal may be redeemed from the pound during the hours set forth by the requirements of Minnesota Statutes, by the owner upon paying the following fees and charges:

- (1) Providing proof of current rabies vaccination.
- (2) The boarding fee.
- (3) An impounding fee ~~in the amount established by the Council.~~
- (4) Any fees incurred by the city or impound facility for required treatment of the animal.

(5) Any Animal that is not microchipped will be microchipped by the impounding facility.
~~prior to release, at the owner's expense. The city will also add a fee as established by the City Council for any services rendered when the officer is required to extend services in the following cases:~~

- ~~— (a) Beyond regular office hours.~~
- ~~— (b) At times when he or she is not regularly on patrol.~~
- ~~— (c) If the city incurs additional expenses for any additional services.~~

(B) This section does not require the pound keeper or the Animal Control Officer to extend services other than during regular business hours unless it is reasonably convenient for those persons to provide those services.

Section 3. Chapter 92.21 of the Brooklyn Park City Code is amended to read as follows:

§ 92.21 LIMIT OF ANIMALS ON ONE PREMISES.

It is unlawful to keep more than three animals ~~over six months of age~~ at any one dwelling unit except at a commercial kennel. If an animal owner exceeds the amount of animals kept at any one dwelling unit, the owner has eight weeks to remove all animals exceeding the limit specified in this section. Up to five animals over six months of age may be kept at any one dwelling unit only if at least two of the animals are trained or in training by a recognized program with an established curriculum for animals to perform certain tasks such as animals that provide assistance to persons with disabilities, police K-9s, detecting animals, and search and rescue animals and animals awaiting adoption in foster homes under a recognized animal foster program.

Section 4. Chapter 92.32 of the Brooklyn Park City Code is amended to read as follows:

§ 92.32 IDENTIFICATION AND VACCINATION.

(A) It is unlawful to own, harbor, keep, or have custody of an animal over six months of age within this municipality without an identification tag on them, and the animal has a current vaccination against rabies with an approved vaccine as determined by the current official “Compendium of Animal Rabies Vaccines” published by the Conference of State Public Health Veterinarians and the Center for Disease Control of the Department of Health and Human Services. Every person convicted of a violation of this provision is guilty of a penal offense.

(B) *Identification.* All animals are required to have identification on them at all times. Identification includes veterinarian issued rabies tags, ~~or~~ any tags or collars with contact information and phone number(s) inscribed on it, or a microchip.

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.8	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X		
Ordinance:	N/A		
Attachments:	2	Prepared By:	Stephanie Heiberger, Police
		Presented By:	Chief Mark Bruley
Item:	Accept Minnesota Department of Public Safety Crisis Response Grant		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO ACCEPT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY CRISIS RESPONSE GRANT

Overview:

The Police Department applied for and received a Crisis Response Grant from the Minnesota Department of Public Safety. This award provides \$200,000 in support of the work of the Community Health Unit. Specifically, this award provides funding for the unit's social workers focused on our congregate living facilities and co-response. This award will allow us to fund these positions into 2026. In addition, the award provides funding for unit members to attend the Co-Responder Annual Conference and the Criminal Justice Mental Health Summit, to ensure that the unit continues to be connected to best practices in the field and privy to continued funding opportunities.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

These positions were previously funded through the American Rescue Plan Act. Accepting this award allows us to continue the work of the unit while minimizing the impact on the general fund.

The grant fund will be amended as shown in attachment 4.8B

Attachments:

- 4.8A RESOLUTION
- 4.8B FINANCIAL ANALYSIS/GRANT FUND AMENDMENT
- 4.8C AGREEMENT

RESOLUTION #2025-

TO ACCEPT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY CRISIS RESPONSE GRANT

WHEREAS, the police department applied for a grant from the Minnesota Department of Public Safety for the continued funding of the Community Health Unit; and

WHEREAS, the grant award was in the amount of \$200,000; and

WHEREAS, the 2025 grant fund will need to be amended for this grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept a Minnesota Department of Public Safety Crisis Response Grant.

Changes to the GENERAL LEDGER Budget					
Financing Changes					
<u>Fund</u>	<u>Revenue Classification</u>	<u>Description</u>	<u>Current Budget</u>	<u>Changes</u>	<u>Amended Budget</u>
203	State Grants	MN DPS Crisis Response Grant	\$ -	\$ 182,657.00	\$ 182,657.00
					\$ -
		Total	\$ -	\$ 182,657.00	\$ 182,657.00
Spending Changes					
<u>Fund</u>	<u>Expense Classification</u>	<u>Description</u>	<u>Current Budget</u>	<u>Changes</u>	<u>Amended Budget</u>
203	Contractual Services	CHU Social Worker agreement	\$ 50,000.00	\$ 176,862.00	\$ 226,862.00
203	Conferences and Schools	Conference registration fees	\$ -	\$ 3,295.00	\$ 3,295.00
203	Conferences and Schools	Conference travel	\$ -	\$ 2,500.00	\$ 2,500.00
					\$ -
		Total	\$ 50,000.00	\$ 182,657.00	\$ 232,657.00



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crisis Response Grants 2025 Grant Contract Agreement No.: A-CRG-2025-BRKPRKCI-052
Grantee: City of Brooklyn Park, Police Department 5400 85th Avenue N Brooklyn Park, Minnesota 55443	Grant Contract Agreement Term: Effective Date: 3/1/2025 Expiration Date: 6/30/2026
Grantee’s Authorized Representative: Derek Zielen, Sergeant City of Brooklyn Park, Police Department 5400 85th Avenue N Brooklyn Park, Minnesota 55443 (763) 493-8153 derek.zielen@brooklynpark.org	Grant Contract Agreement Amount: Original Agreement \$200,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Natty Hels, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-2845 Natty.b.hels@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Crisis Response Grants 2025 Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Crisis Response Grants 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



Grant Contract Agreement

Page 2 of 2

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CRG-2025-BRKPRKCI-052 / 3-101753

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

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Brooklyn Park, City of

Budget Summary

CRG: Crisis Response in the Community of Brooklyn Park, MN				
Budget Category	Award			
Contracted Services				
2025 Co-Response Social Worker contract	\$88,431.00			
2025 Congregate Living Social Worker contract	\$88,431.00			
2026 Co-Response Social Worker contract	\$8,671.50			
2026 Congregate Living Social Worker contract	\$8,671.50			
Total	\$194,205.00			
Travel				
2025 Co-Responder Annual Conference travel expenses	\$2,500.00			
Total	\$2,500.00			
Training				
2025 Co-Responder Annual Conference registration fee	\$1,200.00			
2025 Criminal Justice Mental Health Summit registration fee	\$2,095.00			
Total	\$3,295.00			
Total	\$200,000.00			

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.9	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Fire
Resolution:	X	Prepared By:	Dan Johnson-Powers, Emergency Management Coordinator
Ordinance:	N/A		
Attachments:	1	Presented By:	Shawn Conway, Fire Chief
Item:	Resolve to Approve the Land Use Agreement with Hennepin County for a Weather Station		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ FORMALLY ADOPTING THE HENNEPIN COUNTY LAND USE AGREEMENT WITH THE CITY OF BROOKLYN PARK FOR A WEATHER STATION.

Overview:

We have been requested by Hennepin County Emergency Management to locate a weather station in the city. Staff have identified a location in the field to the south of Eidem Farm as suitable for their needs and ours. We are requesting a resolution approving the agreement with the county.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.9A RESOLUTION

RESOLUTION #2025-

FORMALLY ADOPTING THE HENNEPIN COUNTY LAND USE AGREEMENT WITH THE CITY OF
BROOKLYN PARK FOR A WEATHER STATION

WHEREAS, the City of Brooklyn Park collaborates with Hennepin County; and

WHEREAS, the agreement establishes the conditions under which Hennepin County will use nine square feet of land in the City of Brooklyn Park; and

WHEREAS, the agreement allows Hennepin County Emergency Management to locate a weather station in the City of Brooklyn Park; and

WHEREAS, said weather station is part of the Hennepin County Mesonet, a network of weather stations; and

WHEREAS, it is beneficial for the City of Brooklyn Park and surrounding jurisdictions to have a thorough mesonet; and

WHEREAS, the mesonet improves the ability of Hennepin County to monitor the weather and issue severe weather warnings; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park supports the approval of the land use agreement with Hennepin County.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.10	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Asma Jihad, Planning Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Tim Gladhill, Community Development Director
Item:	Development Bond and Escrow Reductions/Releases		

City Manager's Proposed Action:

MOTION_____, SECOND_____, TO FULLY RELEASE THE PERFORMANCE DEPOSIT (\$5,000.00), AND TO FULLY RELEASE THE DEVELOPER'S ESCROW (\$1,970.23) FOR SATISFACTORY COMPLETION OF THE DEV15104 DORAN COMPANIES MULTI-FAMILY PROJECT.

Overview:

City Code requires performance bonds and developer's escrows be established as part of the development process. As projects progress, staff works with developers on the release of financial securities. For many large projects the City requires performance bonding as well as escrows be filed with the City. The performance bonds are established at the time of site plan review. City Staff feels it is appropriate to release either the full or a portion of the performance bonds and developer's escrows included in this release request at this time.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.11	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A		Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Tetrahydrocannabinol (THC) and Tobacco License for JR Tobacco LLC dba JR Tobacco, Located at 9530 Noble Pkwy N, Brooklyn Park, MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR JR TOBACCO LLC DBA JR TOBACCO, LOCATED AT 9530 NOBLE PKWY N, BROOKLYN PARK, MN 55443

MOTION _____, SECOND _____, TO APPROVE A TOBACCO LICENSE FOR JR TOBACCO LLC DBA JR TOBACCO, LOCATED AT 9530 NOBLE PKWY N, BROOKLYN PARK, MN 55443

Overview:

This is a new tobacco and THC location requiring the issuance of tobacco and THC licenses. These license approvals will increase the total number of licenses issued in Brooklyn Park.

The first action is for approval of a THC license at 9530 Noble Parkway North. The THC license application has been approved and the police department has completed their investigation of the applicant. The second action is for approval of a tobacco license at 9530 Noble Parkway North. The tobacco license application has been approved and the police department has completed their investigation of the applicant. The Community Development Department approved the application on February 28, 2025. The Police and Community Development Departments recommend approval of THC and Tobacco Sales licenses.

Background:

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

Ordinance Requirements:

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

- Businesses must have a license approved by the city council to sell THC products effective March 1, 2023.
- Customers must be 21 years old to purchase THC products, and it is a petty misdemeanor violation for anyone under 21 to possess licensed products.
- Customers must provide a valid government issued photo identification for purchase upon request.
- Products must be located behind a counter or in a locked case requiring store employees to access.

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

THC Business Locations:

Business Name	Location	Council District	West	Central	East
A&J Tobacco	8058 Brooklyn Blvd	West	X		
A1 Smokes and Vapes	3015 85th Ave	East			X
Boone Tobacco	6284 Boone Ave	West	X		
BP Smoke Shop	7642 Brooklyn Blvd	East			X
Cellar's Wine & Spirits	7944 Brooklyn Blvd	West	X		
E-Cig Market	8413 W Broadway	West	X		
E-Vapor and Tobacco	4658 85th Ave	Central		X	
Fast N Fresh	6321 Zane Ave	West	X		
Go For It Gas	7820 Lakeland Ave	West	X		
Good Zen	8509 Jefferson Ln	West	X		
High Cloud	8517 Zane Ave	Central		X	
Ike's Wine & Spirits	9682 Colorado Ln	West	X		
JR Tobacco (new)	9530 Noble Ave	Central		X	
Kwik Trip	5801 96th Ave	Central		X	
Kwik Trip	9495 Noble Pkwy	Central		X	
Love is an Ingredient	6276A Boone Ave	West	X		
Love is an Ingredient	8505 Jefferson Ln	West	X		
New Superette	6290 Boone Ave	West	X		
Palmer Lake VFW	2817 Brookdale Drive	East			X
Pixie Liquor	1512 Brookdale Dr	East			X
Speedy Mkt & Tobacco	7401 Regent Ave	East			X
Tobacco for Less	9334 Zane Ave	Central		X	
Tobacco Plus	1436 - 85th Ave	East			X
Up North Liquor	9570 Noble Pkwy	Central		X	
Winner Gas	1500 Brookdale Dr	East			X
		Totals	11	7	7

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

THC license fee of \$1000 will be added to the general fund
Tobacco license fee of \$200 will be added to the general fund

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.12	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Community Development Rental and Business Licensing
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 26, 2025, at 9100 93 rd Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE CHURCH OF ST VINCENT DE PAUL FOR THEIR AUCTION FOR EDUCATION TO BE HELD APRIL 26, 2025, AT 9100 93RD AVENUE NORTH.

Overview:

St Vincent de Paul is hosting their Auction for Education on April 26, 2025, on parish grounds, 9100 93rd Avenue North. The hours of the event are 5:00 to 11:00 p.m. and the event will be held indoors.

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

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	4.13	Meeting Date:	March 10, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	XX		Mitch Robinson, Assistant City Engineer
Ordinance:	N/A		
Attachments:	4		
Item:	Amend 2025-2029 CIP to Include CIP 3713 Shingle Creek Brookdale Park Natural Channel		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 _____ TO AMEND THE 2025-2029 CIP AND THE 2025 BUDGET AND APPROVE COOPERATIVE AGREEMENT WITH SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION, TO INCLUDE CIP 3713 SHINGLE CREEK BROOKDALE PARK NATURAL CHANNEL PROJECT

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 _____ AUTHORIZING PROPOSAL SUBMISSION FROM NON-STATE ENTITIES TO BE ADOPTED BY THE GOVERNING BOARD OF ENTITY REQUESTING FUNDING FROM THE LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR) ENVIRONMENTAL AND NATURAL RESOURCES TRUST FUND (ENRTF)

Overview:

The City has partnered with the Shingle Creek Watershed Management Commission to identify areas of Shingle Creek in need of restoration. The project consists of two segments of Shingle Creek upstream and downstream of Xerxes Avenue for stream restoration purposes. Segment 1 is approximately 5,500 feet in length and starts 700-ft downstream of Noble Avenue to Xerxes Avenue whereas Segment 2 is approximately 2,000-feet in length and runs from Xerxes Avenue to the pedestrian bridge north of Palmer Lake.

The primary project objectives for Segment 1 are to realign the creek and reestablish a meander in the alignment of the creek using natural channel design techniques, reduce soil loss to improve water quality and fish and wildlife habitat through biological enhancements and integrate proposed improvements within the park for user educational and recreational opportunities. The primary project objectives for Segment 2 are to develop feasible solutions for bank stabilization and fishing access improvements within this reach.

City and Watershed staff have held two public meetings in 2023 to gather information and feedback regarding this project. The feedback gathered will be incorporated into the design for the project moving forward.

Staff recommends the City Council amend the 2025-2029 CIP to include CIP 3713 Shingle Creek Brookdale Park Natural Channel. Staff and the City attorney reviewed the cooperative agreement for the project and recommend approval.

Primary Issues / Alternatives to Consider: N/A

Budgetary / Fiscal Issues:

The current 2025-2029 CIP does not include funding for this project. To meet the desire of design and construction in 2025, the city needs to amend the 2025-2029 CIP and the 2025 budget to include \$800,000 for design and construction in 2025 and \$800,000 for construction in 2026.

The current total cost estimate for the project is approximately \$1,600,000. The current funding plan for the project includes \$1,450,000 of Shingle Creek Watershed Management Commission levied funds and \$150,000 of Special Assessment Construction funds. All initial costs will be paid through the Special Assessment Construction fund with \$1,450,000 of reimbursement from the Shingle Creek Watershed Management Commission upon completion of the project. The remaining \$150,000 represents the City's portion of replacing the existing trail along the creek.

Attachments:

- 4.13A RESOLUTION
- 4.13B RESOLUTION OF SUPPORT
- 4.13C COOPERATIVE AGREEMENT
- 4.13D LOCATION MAP

RESOLUTION #2025 -

RESOLUTION TO AMEND THE 2025-2029 CIP AND THE 2025 BUDGET AND APPROVE COOPERATIVE AGREEMENT WITH SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION, TO INCLUDE CIP 3713 SHINGLE CREEK BROOKDALE PARK NATURAL CHANNEL PROJECT

WHEREAS, Shingle Creek Watershed Management Commission and the City of Brooklyn Park consider it mutually desirable to restore Shingle Creek from 700 feet downstream of Noble Ave to the pedestrian bridge north of Palmer Lake; and

WHEREAS, the current 2025-2029 CIP does not include any funding for the Shingle Creek Brookdale Park Natural Channel Project; and

WHEREAS, the City of Brooklyn Park has expressed its willingness to participate in the maintenance and a portion of the trail reconstruction costs of said project; and

WHEREAS, Shingle Creek Watershed Management has levied \$1,450,000 for design and construction of said project; and

WHEREAS, Shingle Creek Watershed Management has prepared the Cooperative Agreement regarding the participation in the construction of said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to amend the 2025-2029 CIP and the 2025 Budget to provide \$800,000 for design and construction of said project in 2025 and \$800,000 for construction in 2026. The total of \$1,600,000 to be funded through the Special Assessment Construction Fund.

1. The City of Brooklyn Park approves the Cooperative Agreement for the participation in maintenance and trail reconstruction costs with Shingle Creek Watershed Management, a copy of said agreement is attached hereto and made a part hereof.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Brooklyn Park.
3. The City Clerk is hereby directed to forward two (2) City executed copies of said agreement and two (2) certified copies of this resolution to Judie Anderson, 3235 Fernbrook Ln N, Plymouth, MN 55447.

RESOLUTION #2025 -

RESOLUTION AND LETTER AUTHORIZING PROPOSAL SUBMISSION FROM NON-STATE ENTITIES TO BE ADOPTED BY THE GOVERNING BOARD OF ENTITY REQUESTING FUNDING FROM THE LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR) ENVIRONMENTAL AND NATURAL RESOURCES TRUST FUND (ENRTF)

WHEREAS, The City of Brooklyn Park seeks up to \$410,000 to support the restoration and stabilization of Shingle Creek at the city-owned Brookdale Park property. The project will improve water quality, restore hydrologic function, enhance wildlife passage, and increase public recreational access.

NOW, THEREFORE, BE IT RESOLVED, That the City of Brooklyn Park supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Brooklyn Park to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2026 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, That, if funding is awarded, the City of Brooklyn Park agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Brooklyn Park will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, That City of Brooklyn Park understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Brooklyn Park has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That City of Brooklyn Park certifies none of the current principals of City of Brooklyn Park have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, That the City of Brooklyn Park has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed; and

BE IT FURTHER RESOLVED, That the City of Brooklyn Park Operation & Maintenance Department is hereby authorized to execute such agreements and work plans as necessary and Mitchell Robinson (Assistant City Engineer) is authorized to implement the project on behalf of the City of Brooklyn Park.

This resolution was approved by the Board of Directors on March 10th, 2025.

Authorizing Representative Signature

Name _____

Title _____

March 4, 2025

Legislative-Citizen Commission on Minnesota Resources (LCCMR)
Room 1XX, Centennial Office Building
658 Cedar Street
St. Paul, MN 55155 St. Paul, MN 55155

To the Members of the LCCMR:

The City of Brooklyn Park is seeking \$410,000 to support the restoration and stabilization of Shingle Creek at the city-owned Brookdale Park property. The project will improve water quality, restore hydrologic function, enhance wildlife passage, and increase public recreational access.

The City of Brooklyn Park supports this project and authorizes the submittal of a proposal by Mitchell Robinson for funding of this project to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2026 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal.

If funds are awarded, the City of Brooklyn Park understands that it must comply with all applicable federal and state laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement (if needed) and the approved LCCMR work plan. The City of Brooklyn Park understands that grants from the ENRTF are generally paid out on a reimbursement basis and has the financial capability to pay for project expenses prior to seeking reimbursement.

The City of Brooklyn Park certifies that none of its current principals have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded

The City of Brooklyn Park has the financial capability to meet match requirements and ensure adequate construction, operation, and maintenance of the project once completed.

Mitchell Robinson is authorized to execute such agreements and work plans as necessary and is authorized to implement the project on behalf of the City of Brooklyn Park.

Sincerely,

(Signature)

City Manager, City of Brooklyn Park

Name _____

Date _____

(Signature)

Mayor, City of Brooklyn Park

Name _____

Date _____

**COOPERATIVE AGREEMENT
FOR
SHINGLE CREEK BROOKDALE PARK NATURAL CHANNEL PROJECT**

This Cooperative Agreement ("**Agreement**") is made as of this ____ day of _____ 2025 by and between the Shingle Creek Watershed Management Commission, a joint powers watershed management organization, ("**Commission**") and the City of Brooklyn Park, a Minnesota municipal corporation, ("**City**"). The Commission and the City may hereinafter be referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. On May 11, 2023, the Commission and the West Mississippi Watershed Management Commission jointly adopted the Shingle Creek and West Mississippi Fourth Generation Watershed Management Plan ("**Plan**"), a watershed management plan within the meaning of Minn. Stat. § 103B.231.
- B. The Plan includes a capital improvement program ("**CIP**") that lists a number of water quality project capital improvements.
- C. The water quality projects identified in the CIP include the Shingle Creek Brookdale Park Natural Channel Project ("**Project**"), which is more fully described in the attached Attachment One.
- D. The Plan specifies that projects in the CIP will be partially or fully funded by a County tax levy under Minn. Stat. § 103B.251.
- E. On September 12, 2024 the Commission adopted a resolution ordering the Project, directing that it be constructed by the City and that the Commission's share of the Project costs be funded from a levy previously certified to Hennepin County ("**County**") in accordance with Minn. Stat. § 103B.251.
- F. The City is willing to construct the Project and to perform the duties in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

- 1. Project. The Project will consist of the work required to construct the improvements in the City as more fully described in Attachment One. The Project will be constructed on land owned by the City or within easement areas held by the City.

2. Design and Plans. The City will design the Project and prepare plans and specifications for construction of the Project. Plans and specifications are subject to approval by the Commission's consulting engineer. The 90% plans and specifications, and any changes to such plans and specifications, shall be submitted to the Commission for approval. Minor change orders that do not materially change either the effectiveness of the Project to meet its intended purposes or the environmental impacts of the Project may be approved by the City without requiring approvals by the Commission.
3. Contract Administration. The City will advertise for bids and award the contract for the Project in accordance with the requirements of law. The City will award the contract and supervise and administer the construction of the Project to ensure that it is completed in accordance with the scope of the Project identified in Attachment One. The City will require the contractor to name the Commission as additional insured on all liability policies required by the City of the contractor and the Commission shall be given the same notification of cancellation or non-renewal as is given to the City. The City will require that the contractor defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from performance of the work of the Project conducted by the contractor. The City will supervise the work of the contractor. However, the Commission may observe and review the work of the Project until it is completed.
4. Contract Payments. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
5. Commission Reimbursement. Reimbursement to the City will be made as soon as funds are available provided a request for payment has been received from the City providing such detailed information as may be requested by the Commission to substantiate costs and expenses.
6. Limits on Reimbursement. The total reimbursement paid by the Commission to the City for the Project will not exceed the cost of the stream restoration and professional services contracts, estimated to be One Million, Four Hundred Fifty Thousand Dollars (\$1,450,000). Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.
7. Ongoing Maintenance. The City will have ownership of the associated improvements and agrees to, at its cost, maintain them in good operating condition in perpetuity or until such time as they are replaced with like improvements.
8. Indemnification. The City will defend, indemnify, protect and hold harmless the Commission and its agents, officers, and employees, from any claims arising out of conducting the Project,

including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, chapter 466.

9. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
10. Data Practices. The City shall retain and make available data related to the letting of contracts and construction of the Project in accordance with the Minnesota Government Data Practices Act.
11. Legal Compliance. The City is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances and for securing all required permits related to the Project.
12. Term. This Agreement shall be in effect as of the date first written above and shall continue until the Project is fully constructed and all obligations under the Grant Agreement have been completed. The indemnification, data practices, audit, and ongoing maintenance obligations set out herein shall survive the termination of this Agreement.
13. Entire Agreement. The above recitals and the attachments attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

**SHINGLE CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Its Chair

And by: _____
Its Secretary

CITY OF BROOKLYN PARK

By: _____
Its Mayor

And by: _____
Its City Manager

ATTACHMENT ONE

Brookdale Park Shingle Creek Remeander Project

Overall Project Narrative:

The project consists of two segments of Shingle Creek within the City of Brooklyn Park, upstream and downstream of Xerxes Avenue for stream restoration purposes. See Figure 1 below for a project area map with these two segments depicted. Segment 1, is approximately 5,500-feet in length and starts 700-ft downstream of Noble Avenue to Xerxes Avenue whereas Segment 2, is approximately 2,000-feet in length and runs from Xerxes Avenue to the pedestrian bridge north of Palmer Lake.

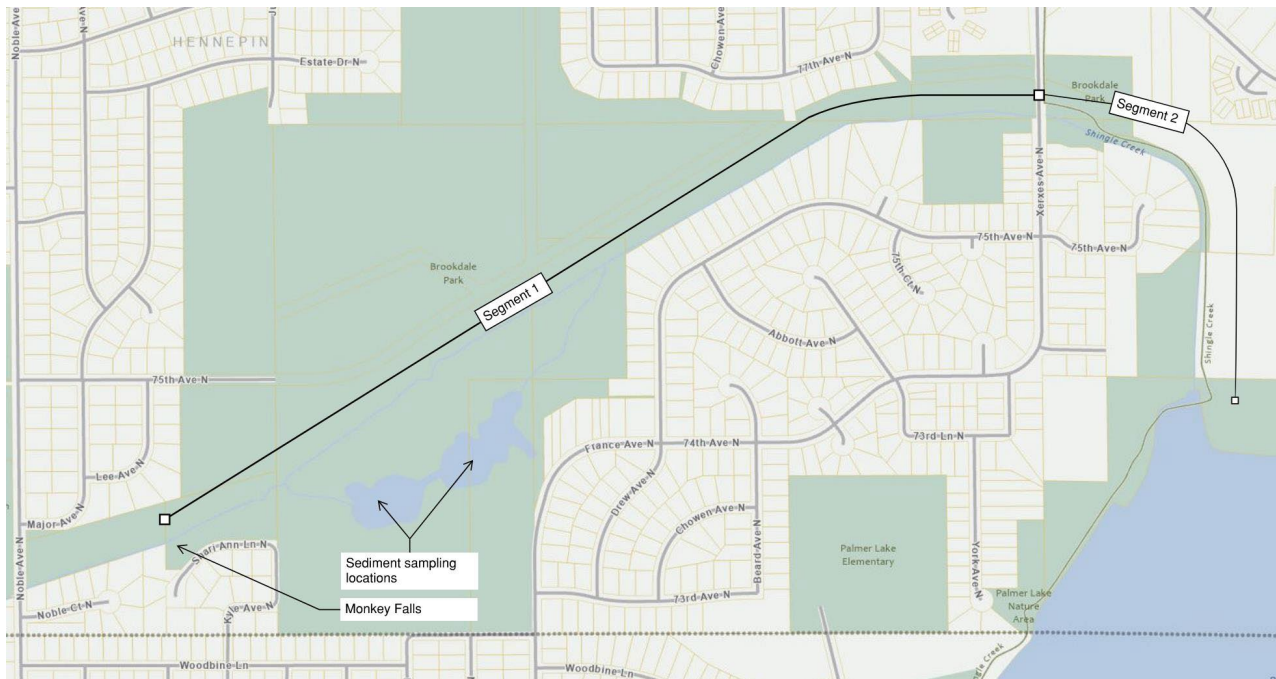
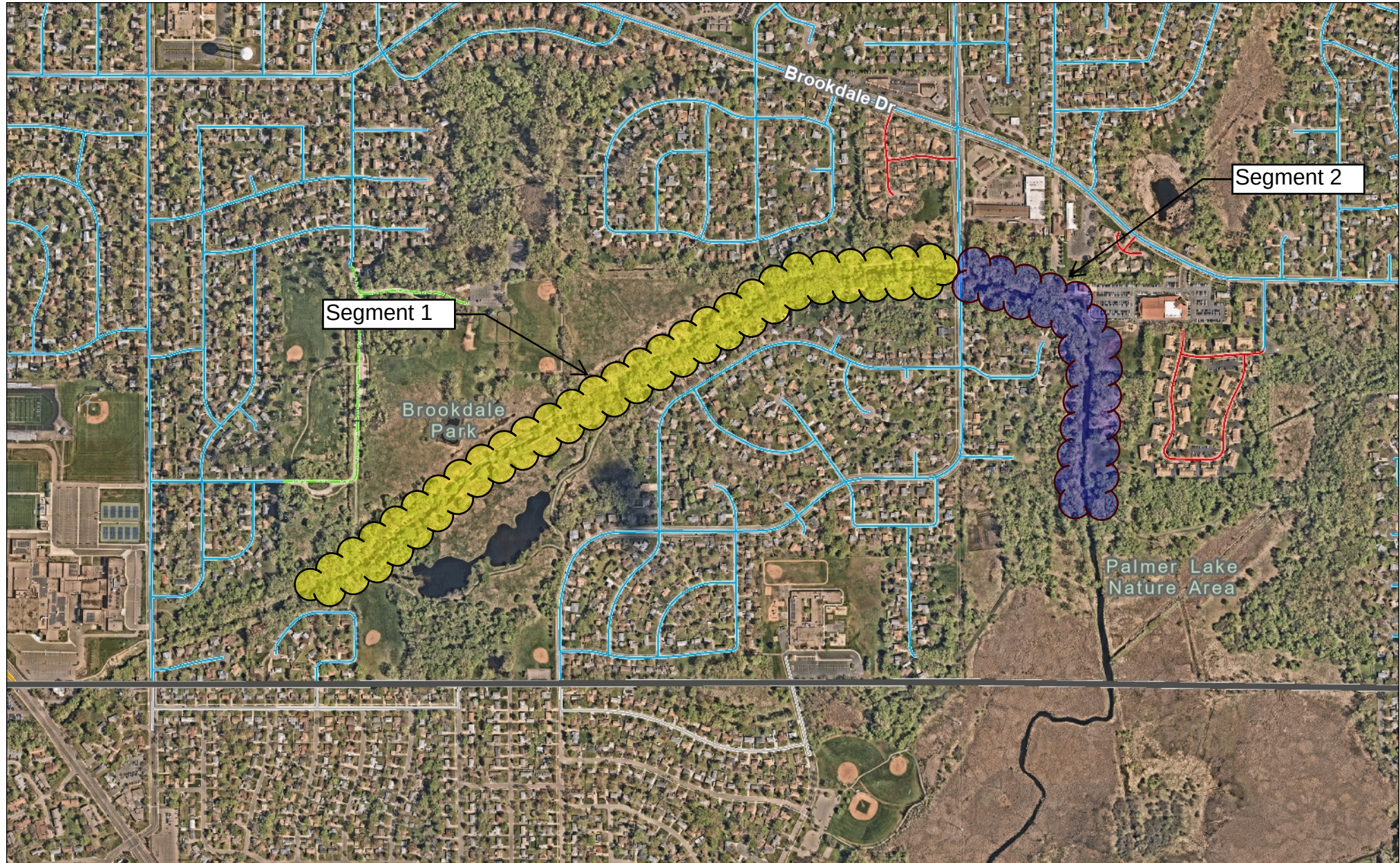


Figure 1: Project Area

The primary project objectives for Segment 1 are to remeander a previously straightened segment of the creek using natural channel design techniques, reduce soil loss to improve water quality and fish and wildlife habitat through biological enhancements and integrate proposed improvements within the park for user educational and recreational opportunities. The primary project objectives for Segment 2 are to develop feasible solutions for bank stabilization and fishing access improvements within this reach. Restoration of these channel segments were an implementation action in the Shingle Creek Biotic and DO TMDL and the Fourth Generation Plan.

The project area for both segments is within a Minnesota Pollution Control Agency (MPCA) environmental justice area of concern based on US Census Bureau's survey data (census tract #268.11) for both proportion of low-income residents and people of color. This furthers the need for incorporation of an inclusive and equitable engagement process early and throughout this project's design.



Map Scale = 1: 10,286

857 ft ————— 1 in

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

City of Brooklyn Park

Request for Council Action

Agenda Item:	5.1	Meeting Date:	March 10, 2025
Agenda Section:	Public Hearing	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Tim Pratt, Recycling Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Tim Pratt, Recycling Manager
Item:	Public Hearing and Approving City Code Appendix Fee Resolution Table Amendments to Recycling Utility Service Charges		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS TO RECYCLING UTILITY SERVICE CHARGES.

Overview:

This request is for approval of City Code Appendix fee resolution table amendments to recycling charges to adequately fund the addition of organics recycling collection to the City's curbside recycling collection program.

At the July 8, 2024, meeting the Council directed staff to expand the City's existing curbside recycling program to include organics recycling collection through a contract amendment with Waste Management. WM proposes to collect organics recycling weekly using a dedicated cart at an initial cost of \$2.90 per household per month with collection service beginning March 31, 2025. Once 11% of Brooklyn Park households have signed up for service the charge will increase to \$3.60 per household per month to cover the cost of additional trucks and drivers needed to serve the increased number of residents participating in the program.

On the consent agenda of the March 10, 2025 meeting, the Council will consider approving a recycling contract amendment to add curbside organics recycling service to the City's recycling program.

The Recycling program is an enterprise fund. Adding curbside organics recycling service to the program requires additional revenue to cover the increased program cost.

Staff recommend a \$2.90 per household per month increase in the single family and townhome recycling utility billing rate to cover the cost of adding curbside organics recycling collection. Multifamily properties are not included in the curbside organics recycling program. Those residents may bring their organics for free to the Hennepin County Drop-Off Facility, 8100 Jefferson Highway, Brooklyn Park.

Primary Issues/Alternatives to Consider:

The City Council has the following options:

1. Approve the amendment as recommended (staff recommendation)
2. Do nothing

Budgetary/Fiscal Issues:

The \$2.90/hh/mo (\$8.70/hh/qr.) increase to the single family and townhome recycling utility billing rate will provide additional revenue necessary to cover the increased contractual expenses from adding curbside organics recycling service. Upon approval, the fee adjustment will begin appearing on utility bills in April.

Attachments:

5.1A Resolution

RESOLUTION #2025-

APPROVE CITY CODE APPENDIX FEE RESOLUTION TABLE AMENDMENTS
TO RECYCLING UTILITY SERVICE CHARGES

WHEREAS, on March 10, 2025, the City Council authorized the Mayor and City Manager to enter into a contract amendment with Waste Management to add curbside organics recycling services to the existing recycling contract at an initial cost of \$2.90 per household per month; and

WHEREAS, the following City Code Appendix fee resolution table amendments to Recycling Utility Service Charges table are recommended to adequately fund the recycling program:

RECYCLING SERVICE CHARGES

Quarterly Recycling Service Charges			
Year	Single-Family through Eight Residential Unit	Multi-Family Units	Reference
<u>April 1, 2025</u>	<u>\$25.20 per unit per quarter</u>	<u>\$9.45 per unit per quarter</u>	98.39

WHEREAS, a public hearing concerning the amendments was held on March 10, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK to approve City Code Appendix fee resolution table amendments to the Recycling Service Charges table as proposed within this resolution.

City of Brooklyn Park Request for Council Action

Agenda Item:	5.2	Meeting Date:	March 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:	Mitch Robinson, Assistant City Engineer
Item:	Public Hearing for Vacation of Easement Documents No. 3559368 and No. 3727273		

City Manager's Proposed Actions:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING THE VACATION OF EASEMENT DOCUMENTS NO. 3559368 AND NO. 3727273, HENNEPIN COUNTY, MINNESOTA

This item was continued from the February 10, 2025 Council Meeting because the city was waiting for confirmation from the Target Corporation they had satisfied the liens against the 10225 Winnetka Avenue property. This information has now been received and the City Engineer and City Attorney find this information acceptable to proceed with the easement vacations.

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 has now cleared the liens against the 10225 Winnetka Avenue property which is to be conveyed to the City. Thus, staff is recommending Council approve this item.

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

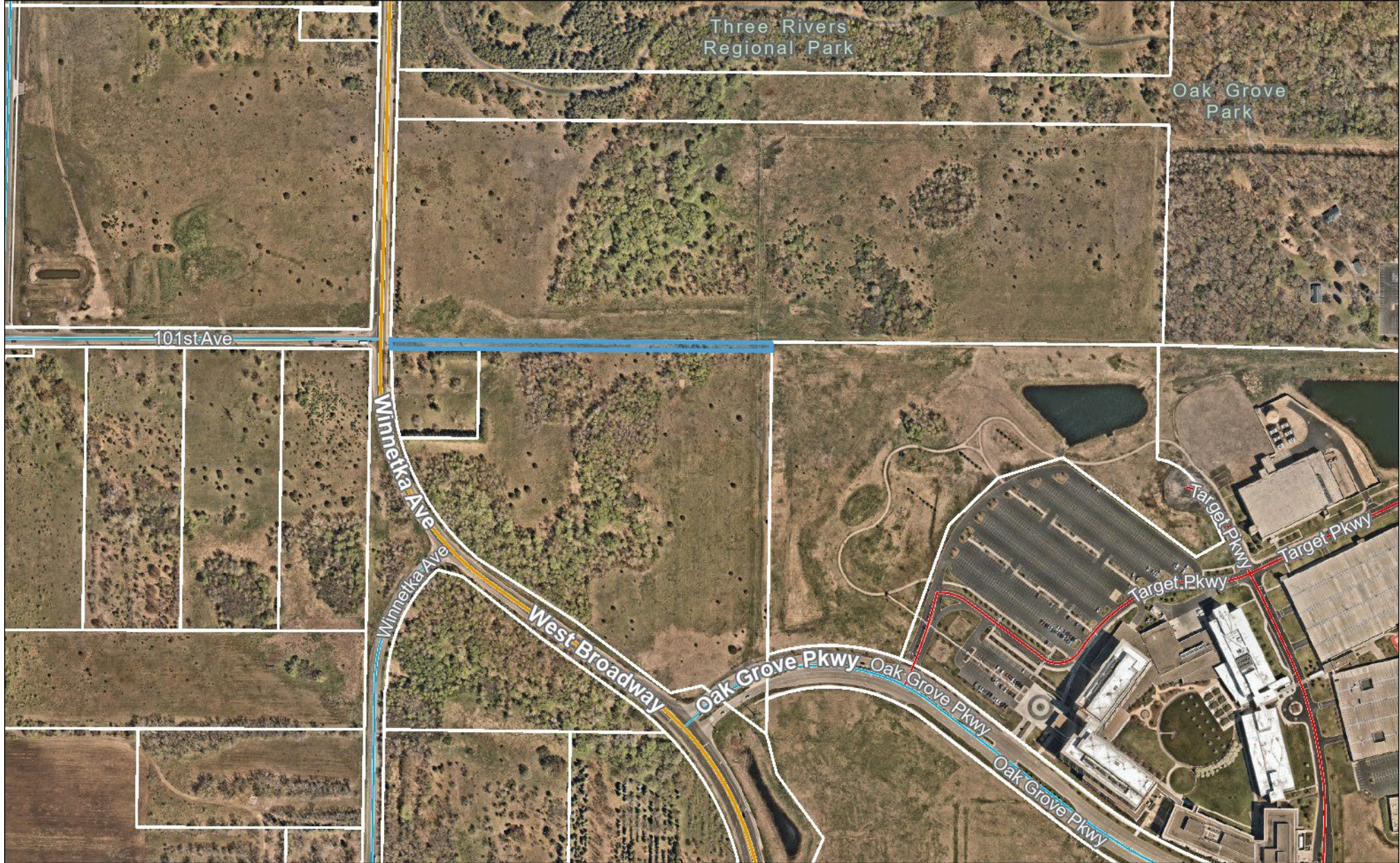
All of those easements as described in Hennepin County documents #3727273 and #3559368 on file and of record in the Office of the County Recorder, Hennepin County, Minnesota.

WHEREAS, a public hearing was opened on February 10, 2025 and continued to March 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 easements over the above described properties be vacated.
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

DEED
BOOK 2508 PAGE 31

3559368

E A S E M E N T

THIS INDENTURE, made this 7th day of July, 1965, between the undersigned, 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 (NMT) Ericson
NOELLA (NMT) ERICSON

Henry J. Hagedorn
George P. Castonguay

WIL-CAST INVESTMENTS, INC.
By: George P. Castonguay
Its President

By: _____
Its

Alice M. Johnson
Madeline T. Tiedel

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

(c.c.f.)
(119)

DEED BOOK 2508 PAGE 32

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~~ 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.

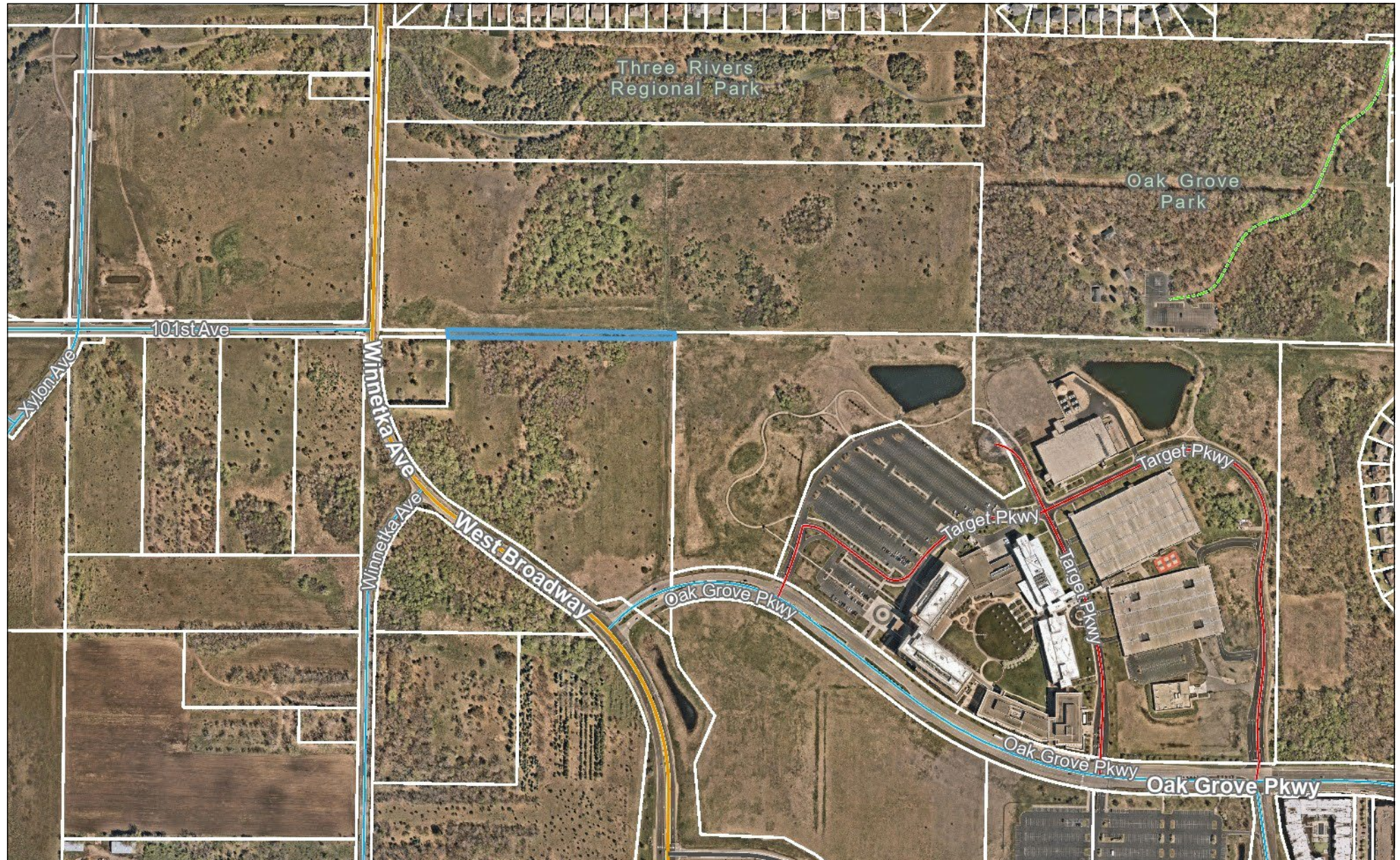
On this 7th day of July, 1965, before me a Notary Public within and for said County and State, personally appeared Albert W. Wilske to me personally known, who, being duly sworn did say he is the President of the corporation named in the foregoing instrument (said corporation having no corporate seal) 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, Henn. 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
~~Receives~~, 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.

WIL-CAST INVESTMENTS, INC.

By Paul R. Castings

Its _____ President

Its _____

(Seal)

In Presence of

Robert J. [Signature]
James W. [Signature]

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
~~and~~ to me
 personally known, who, being ~~sworn~~ by me duly sworn he ~~sway~~ 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: 9/28/74

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, Notary
 HENNEPIN COUNTY, MINN.

By W. A. West DEPUTY

3727273

Minnesota Form No. 31

Doc. No.

QUIT CLAIM DEED

Corporation to Corporation

Village of Brooklyn Park, a

municipal corporation

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 JUL1968, at 11:40 o'clock A.M.

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Ben K. Allison,

Register of Deeds,

By George B. Hickey Deputy,Taxes for the year 1968 on

the lands described within, paid

this 30 day of JUL, 1968.

Kenneth E. Pettijohn

County Treasurer

By George B. Hickey

County Auditor

By George B. Hickey

County Auditor

Recording Fee \$1.25

JUL 30 1968 3 811 2 Bureau

BOX 12: 7th Avenue, St. Paul 55422

610061 1968 279

City of Brooklyn Park

Request for Council Action

Agenda Item:	7.1	Meeting Date:	March 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Hollies Winston
Item:	Appointments to Commissions		

City Manager's Proposed Action:

Appoint commissioners to serve on the Budget Advisory Commission, Community Long-range Improvement Commission, Human Rights Commission, Planning Commission, and the Recreation and Parks Advisory Commission.

BUDGET ADVISORY COMMISSION (BAC) Four appointments (1 City At-large; 1 East; 1 West; 1 Central [Balance of Term])

City At-large (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Theresa Ajiboye)

East District (One Appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE EAST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Akeem Adeniji)

West District (One Appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE WEST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or replacing Henry Blake)

Central District (One Appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE BUDGET ADVISORY COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2027. (Replacing Wolfgang Madsen-Forrest)

COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION (CLIC) Five appointments (2 City At-large; 1 Central; 1 East; 1 West)

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

City At-large (Two appointments)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Patrick Chittester)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Theo Harris)

Central District (One appointments)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Umebe Onyejekwe)

East District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION REPRESENTING THE EAST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Nicholas Campbell)

West District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION REPRESENTING THE WEST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or replacing Jorge Martinez)

HUMAN RIGHTS COMMISSION (HRC) Five appointments (1 City At-large, 1 Central; 1 East; 1 City At-Large [Balance of Term]; 1 East [Balance of Term])

City At-large (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____, TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Bernice Cooper)

Central District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____, TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Andrea Perez-Maikkula)

East District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____, TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE EAST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Brenda Blackhawk)

City At-large (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____, TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2026. (Replacing Jen Best)

East District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____, TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE EAST DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2026. (Open Seat)

PLANNING COMMISSION Three appointments (1 City At-large; 1 Central; 1 East).

City At-large (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE PLANNING COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or replacing Maggie Borer)

Central District (One appointments)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE PLANNING COMMISSION REPRESENTING CENTRAL DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Kathy Fraser)

East District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE PLANNING COMMISSION REPRESENTING THE WEST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Philip Gaye-Bai)

RECREATION AND PARKS ADVISORY COMMISSION (RPAC) Four appointments (2 City At-large; 1 Central; 1 West)

City At-large (Two appointments)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Emily Arias)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Reappointing or Replacing Kellina Quigley)

Central District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Jenkins Vangehn)

West District (One appointment)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION REPRESENTING THE WEST DISTRICT EFFECTIVE APRIL 1, 2025 FOR A THREE-YEAR TERM TO EXPIRE APRIL 1, 2028. (Replacing Dwain Erickson)

RPAC YOUTH LIAISON – City At-large (Ages 14-17 – One-year terms) (Two appointments)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION AS A YOUTH LIAISON REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A ONE-YEAR TERM TO EXPIRE APRIL 1, 2026. (Replacing Aria Reickard)

MOTION _____, SECOND _____, TO APPOINT _____ TO THE RECREATION AND PARKS ADVISORY COMMISSION AS A YOUTH LIAISON REPRESENTING THE CITY AT-LARGE EFFECTIVE APRIL 1, 2025 FOR A ONE-YEAR TERM TO EXPIRE APRIL 1, 2026. (Replacing Klarissa Yu)

Overview:

On February 24, 2025, the City Council interviewed applicants to fill commission openings. Unless noted, terms are three-years, expiring April 1, 2028.

If there are any openings left unfilled after the appointments are made at tonight's Council meeting, City staff will re-advertise to fill the positions that are still vacant.

Primary Issues/Alternatives to Consider:

Selection and appointment of commissioners.

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	March 10, 2025
Agenda Section:	General Action Items	Originating Department:	Community Development
Resolution:	X	Prepared By:	John Kinara, Housing and Redevelopment Coordinator
Ordinance:	N/A		
Attachments:	4	Presented By:	John Kinara
Item:	Approve Proposed Use of Fiscal Year 2025/ 2026 Urban Hennepin County Community Development Block Grant Program Funds and Authorize Execution of Subrecipient Agreement with Hennepin County and any Third-Party Agreements		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING PROPOSED USE OF FISCAL YEAR 2025/2026 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZE EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY THIRD-PARTY AGREEMENTS.

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 that was held on February 10 and final approval in 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 43 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. The City Council action on February 10 Council meeting authorized the 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	\$214,000	\$170,518.47
Environmental Health	\$17,500	\$17,500
Zanewood Teen Center	\$200,000	\$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:

7.2A RESOLUTION

7.2B 2025 DEFERRED LOAN PROGRAM

7.2C 2025 ENVIRONMENTAL HEALTH PROGRAM

7.2D 2025 ZANEWOOD TEEN CENTER FACILITY

RESOLUTION #2025 -

RESOLUTION APPROVING PROPOSED USE OF FISCAL YEAR 2025/2026 URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH
HENNEPIN COUNTY AND ANY THIRD-PARTY AGREEMENTS

WHEREAS, the City of Brooklyn Park, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program; and

WHEREAS, the City of Brooklyn Park has developed a proposal for the use of Urban Hennepin County CDBG funds made available to it, and held a public hearing on February 10, 2025, to obtain the views of residents on local and Urban Hennepin County housing and community development needs and priorities regarding the City's proposed use of \$438,018.47 from the Fiscal Year 2025 Urban Hennepin County Community Development Block Grant program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the following projects for funding from the Urban Hennepin County Community Development Block Grant program and authorize submittal of the proposal to Hennepin County for review and inclusion in the Fiscal Year 2025 Urban Hennepin County Community Development Block Grant Program.

FY2025 CDBG PROGRAM ACTIVITY	BUDGET
Home Rehab/Emergency Deferred Loan Program	\$170,018.47
Environmental Health/Code Enforcement	\$17,500.00
Zanewood Teen Center	\$250,000.00
Total Allocation	\$438,018.47

BE IT FURTHER RESOLVED that should the final amount of Fiscal Year 2025 CDBG funds available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the Home Rehab/Emergency Deferred Loan Program activity reflect an increase or decrease in funding accordingly.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor and its City Manager to execute the Subrecipient Agreement and any required Third-Party Agreements on behalf of the City.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and its City Manager to approve such modifications to the Agreement as in their judgment is consistent with the spirit and content thereof.



Hennepin County CDBG Funding Request Form

2025 Program Year

DIRECT ALLOCATION

Organization Information

Agency/Organization Name: City of Brooklyn Park

Address: 5200 85th Avenue North, Brooklyn Park, MN 55443

Organization Type: ☒ **Government** ☐ **Non-Profit** ☐ **For-Profit** ☐ **Other:** [Click here to enter text.](#)

Name of Primary Contact: John T. Kinara

Title of Primary Contact: Housing and Redevelopment Coordinator

Primary Contact Email: john.kinara@brooklynpark.org

Primary Contact Phone: 763 493 8054

Unique Entity Identifier Number: MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in www.SAM.gov.

Activity Information

Activity Name: Home Rehabilitation Deferred Loan/ Emergency Rehabilitation Deferred Loan Programs

Amount of 2024 CDBG Funding Request: \$\$170,518

Use of CDBG Funds (e.g. acquisition, rehabilitation, construction): Rehabilitation and deferred maintenance repairs.

Description of Activity: Staff is recommending funding be provided for the Brooklyn Park Home Rehabilitation/ Emergency Deferred Loan Program from CDBG funds for FY2025. In FY2024, CDBG funds were also allocated to this program. About 24 projects in dire need of repairs qualified for the program grants. The need for this program is high and the proposed funding will allow staff to complete another 20 projects in FY2025. The City of Brooklyn Park in partnership with Hennepin County provides these deferred loans to homeowners to make eligible improvements, emergency repairs and deferred maintenance. The housing program is designed to enhance the home values and curb appeal of the existing housing stock while promoting a safe, stable, and suitable living environment in the community. [Click here to enter text.](#)

Location Address (if applicable): City of Brooklyn Park – City Wide

Description of Project Service Area (if applicable): The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households. The anticipated goal in this regard is to help low to moderate income homeowners make the necessary deferred repairs to their residential units.

Anticipated Accomplishments (complete a, b, or c below):

- a.) Housing activities:** The anticipated goal in this regard is to help about 20 low to moderate income qualified homeowners make the necessary deferred repairs to their residential units.

#Housing Units: 20

- b.) Public Facilities activities:**

List Census Block Groups served by the facility: N/A

- c.) All other activities:** [Click here to enter text.](#)

#People Served: 20 households

Activity Need, Consistency with Plans, and Public Support

Who is the target clientele? What populations will benefit from the activity?

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

What community needs does this activity address?

Preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park

How does the activity address a goal identified in the 2020-2024 Consolidated Plan?

Note: Specify which Strategy and Goal the activity addresses.

It's a high priority strategic need that preserves and maintains single family affordable homeownership in the City of Brooklyn Park for low to moderate income households.

How does the activity meet other locally identified community development needs?

This program will allow the city to continue administering the housing program that has been in high demand. We anticipate completing at about 20 additional projects by the end of the fiscal year 2025

Describe any community or private partnership support:

The Home Rehabilitation/ Emergency Deferred Loan Program is administered by Hennepin County in partnership with the City of Brooklyn Park.

Implementation Schedule

Projects should begin after July 1, 2025, and to be completed by June 30, 2026.

Note: Priority given to projects that can be completed by March 30, 2026.

TASK	Anticipated Completion Date
Homeowners occupied units' rehabilitation projects	June 30, 2026

Activity Budget -- Funding Sources & Uses

Note: Projects involving the acquisition, rehabilitation, and/or construction of housing or public facilities should submit a detailed source and uses budget in Microsoft Excel format in lieu of completing this section.

SOURCES	AMOUNT	USES	AMOUNT
CDBG	\$170,518	Homeowner rehabilitation	\$170,518
Other Local Government (list)	N/A	Click here to enter text.	Click here to enter text.
Other Federal Government (list)	N/A	Click here to enter text.	Click here to enter text.
State	N/A	Click here to enter text.	Click here to enter text.
Private	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
TOTAL	\$170,518		\$170,518

(Attach separate pages if necessary)

Has this activity received CDBG funding in previous years? ☒ Yes ☐ No

If yes, describe: The Home Rehabilitation / Emergency Deferred Loan Program was funded by CDBG funds in the amount of \$214,000 in the FY2024 –FY2025. The program served about 20 income qualified homeowners in Brooklyn Park.

Staff Capacity

Describe staff capacity and experience relevant to administering this activity:

Staff administered this program in FY2024 and has previously administered this program for several decades in the past. The City of Brooklyn Park and Hennepin County have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

Describe the organization's experience complying with federal grant regulations:

City of Brooklyn Park has participated in the CDBG Program for the past 43 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city's internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

Does your organization go through an independent/ third party financial audit annually? (Note: acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

List the names, position titles, and brief qualifications of staff who will be primarily responsible for delivering this activity (attach additional pages if necessary)

John Kinara – Housing and Redevelopment Coordinator; Certified Housing Development Finance Professional (HDFP) – City of Brooklyn Park.

Melisa Illes – Senior Housing Analyst; Certified Housing Development Finance Professional (HDFP) – Hennepin County

Sydney Quinlan– Principal Planning Analyst – Hennepin County



Hennepin County CDBG Funding Request Form

2025 Program Year

DIRECT ALLOCATION

Organization Information

Agency/Organization Name: City of Brooklyn Park

Address: 5200 85th Avenue North, Brooklyn Park, MN 55443

Organization Type: ☒ **Government** ☐ **Non-Profit** ☐ **For-Profit** ☐ **Other:** Click here to enter text.

Name of Primary Contact: John T. Kinara

Title of Primary Contact: Housing and Redevelopment Coordinator

Primary Contact Email: john.kinara@brooklynpark.org

Primary Contact Phone: 763 493 8054

Unique Entity Identifier Number: MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in www.SAM.gov.

Activity Information

Activity Name: Environmental Health Program (formerly code enforcement)

Amount of 2025 CDBG Funding Request: \$\$17,500

Use of CDBG Funds (e.g., acquisition, rehabilitation, construction): Staff time for monitoring and enforcing code violations in CDBG eligible census tracts and properties within the City of Brooklyn Park.

Description of Activity: The Environmental Health Program and Public Health Division continue to handle high levels of code violations in specific neighborhoods. The aging housing stock and subsequent vacant homes over the last few years has increased the workload for code enforcement staff. From FY2011 – FY2024, the City has allocated CDBG funds for increased code correction activity within designated areas of the City. The need for additional staff continues in 2025 to manage the high number of code violations, and track and monitor any foreclosed, aged, and vacant properties. Staff proposes to continue using existing environmental Health staff in this effort and to allocate CDBG funds for this purpose in order to relieve the general fund budget and allow for enhanced corrective actions in the CDBG eligible neighborhoods. . Click here to enter text.

Location Address (if applicable): City of Brooklyn Park – City Wide in CDBG Eligible Areas

Description of Project Service Area (if applicable): The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households. The anticipated goal in this regard is to help low to moderate income homeowners meet the necessary code requirements within the appropriate time.

Anticipated Accomplishments (complete a, b, or c below):

- a.) Housing activities:** The anticipated goal in this regard is to help about 375 low to moderate income homeowners make the necessary code corrections in their residential units as they arise.

#Housing Units: About 375

- b.) Public Facilities activities:**

List Census Block Groups served by the facility: N/A

- c.) All other activities:** [Click here to enter text.](#)

#People Served: 375 households

Activity Need, Consistency with Plans, and Public Support

Who is the target clientele? What populations will benefit from the activity?

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

What community needs does this activity address?

Preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park's designated neighborhoods

How does the activity address a goal identified in the 2020-2024 Consolidated Plan?

Note: Specify which Strategy and Goal the activity addresses.

This program activity will allow the city to continue administering code enforcement activities proactively thus stabilizing the existing housing stock of single-family homes in CDBG designated/ eligible areas.

How does the activity meet other locally identified community development needs?

This program preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park's designated neighborhoods.

Describe any community or private partnership support:

Environmental Health is administered by the City of Brooklyn Park's public health division in partnership with Hennepin County and Minnesota Department of Human Services.

Implementation Schedule

Projects should begin after July 1, 2025, and to be completed by June 30, 2026.

Note: Priority given to projects that can be completed by March 30, 2024.

TASK	Anticipated Completion Date
Environmental health code correction activities	June 30, 2026

Activity Budget -- Funding Sources & Uses

Note: Projects involving the acquisition, rehabilitation, and/or construction of housing or public facilities should submit a detailed source and uses budget in Microsoft Excel format in lieu of completing this section.

SOURCES	AMOUNT	USES	AMOUNT
CDBG	\$17,500	Code correction activities	\$17,500
Other Local Government (list)	N/A	Click here to enter text.	Click here to enter text.
Other Federal Government (list)	N/A	Click here to enter text.	Click here to enter text.
State	N/A	Click here to enter text.	Click here to enter text.
Private	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
TOTAL	\$17,500		\$17,500

(Attach separate pages if necessary)

Has this activity received CDBG funding in previous years? ☒ Yes ☐ No

If yes, describe: The environmental health division has been funded with CDBG funds for several years due to increased code violations brought about by an ageing housing stock and some vacant foreclosed properties. The CDBG funds are specifically used to pay staff time in delivering the code correction related activities.

Staff Capacity

Describe staff capacity and experience relevant to administering this activity:

Staff administered this program in FY2024 and has previously administered this program for several decades in the past. The City of Brooklyn Park, Hennepin County and the Department of Health have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

Describe the organization's experience complying with federal grant regulations:

City of Brooklyn Park has participated in the CDBG Program for the past 43 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city's internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

Does your organization go through an independent/ third party financial audit annually? (Note: acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

List the names, position titles, and brief qualifications of staff who will be primarily responsible for delivering this activity (attach additional pages if necessary)

John Kinara – Housing and Redevelopment Coordinator (HFDP) – City of Brooklyn Park.

Jason Newby – Public Health and Environmental Services Manager – City of Brooklyn Park

Sydney Quinlan – Principal Planning Analyst – Hennepin County

Teegan Wydra – Environmental Health Specialist

Melisa Illes – Senior Program Analyst – Hennepin County



Hennepin County CDBG Funding Request Form

2025 Program Year

DIRECT ALLOCATION

Organization Information

Agency/Organization Name: City of Brooklyn Park

Address: 5200 85th Avenue North, Brooklyn Park, MN 55443

Organization Type: ☒ **Government** ☐ **Non-Profit** ☐ **For-Profit** ☐ **Other:** Click here to enter text.

Name of Primary Contact: John T. Kinara

Title of Primary Contact: Housing and Redevelopment Coordinator

Primary Contact Email: john.kinara@brooklynpark.org

Primary Contact Phone: 763 493 8054

Unique Entity Identifier Number: MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in www.SAM.gov.

Activity Information

Activity Name: ZaneWood Teen Center Program)

Amount of 2025 CDBG Funding Request: \$250,000

Use of CDBG Funds (e.g., acquisition, rehabilitation, construction): Rehabilitation of a city owned public facility to improve its functionality and safety while providing increased specific programming activities that benefits low- and moderate-income households, youth, and young adults.

Description of Activity: 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 newly expanded Youth and Teen Recreation Center at the same facility 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 in early 2023 and completed in 2024. The requested funding will be used in the construction work to create 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.

Location Address (if applicable): City of Brooklyn Park – 7100 Zane Ave N, Brooklyn Park, MN 55429

Description of Project Service Area (if applicable): The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households, youth, and young adults. The anticipated goal in this regard is to help low to moderate

income households, youth and young adults enjoy the after-school program benefits as well as other recreational and extra-curricular activities in this high poverty concentration area.

Anticipated Accomplishments (complete a, b, or c below):

a.) Housing activities:

#Housing Units: N/A

b.) Public Facilities activities:

List Census Block Groups served by the facility: [Click here to enter text.](#) 268101, 268102, 268103, 268104, 268105, 268106, 268161, 268162, 268163, 268164, 268165, 268181, 268182, 268183, 268184, 268191, 268092, 268093

c.) All other activities: [Click here to enter text.](#)

#People Served: The goal is to serve at least over 5000 youth, young adults, and parents in FY2024

Activity Need, Consistency with Plans, and Public Support

Who is the target clientele? What populations will benefit from the activity?

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

What community needs does this activity address?

Preserves maintains a city owned public facility that provides programming benefits for low – moderate income households, youth, and young adults in the designated census blocks

How does the activity address a goal identified in the 2020-2024 Consolidated Plan?

Note: Specify which Strategy and Goal the activity addresses.

It's a high priority strategic need that preserves a public facility that provides youth programming services, education, and outreach in designated census blocks.

How does the activity meet other locally identified community development needs?

This funding proposal will be critical in preserving and stabilizing the functionality as well as the safety of the Zanewood Recreation Teen Center. In this regard the Center will continue providing increased capacity for youth programming services, education, and outreach in the community.

Describe any community or private partnership support:

The City of Brooklyn Park has worked closely with staff from Hennepin County in previous years to administer other structural improvements for public facilities.

Implementation Schedule

Projects should begin after July 1, 2025, and to be completed by June 30, 2026.

Note: Priority given to projects that can be completed by March 30, 2024.

TASK	Anticipated Completion Date
Zanewood Teen Center Improvements	June 30, 2026

Activity Budget -- Funding Sources & Uses

Note: Projects involving the acquisition, rehabilitation, and/or construction of housing or public facilities should submit a detailed source and uses budget in Microsoft Excel format in lieu of completing this section.

SOURCES	AMOUNT	USES	AMOUNT
CDBG	\$250,000	Public Facility Improvements	\$250,000
Other Local Government (list)	N/A	Click here to enter text.	Click here to enter text.
Other Federal Government (list)	N/A	Click here to enter text.	Click here to enter text.
State	N/A	Click here to enter text.	Click here to enter text.
Private	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
Other (list)	N/A	Click here to enter text.	Click here to enter text.
TOTAL	\$250,000		\$250,000

(Attach separate pages if necessary)

Has this activity received CDBG funding in previous years? ☒ **Yes** ☐ **No**

If yes, describe: In FY2015 – FY2016, the Zanewood Center received \$50,000 in CDBG funds. Improvements and additions to the Zanewood Community Center were made to support and better serve the growing need and programming opportunities for the residents in the center's service area. First, the project involved the installation of a concrete apron around the outdoor basketball court. The basketball court serves many of the over 3,000 area youth who use the recreation center for afterschool and weekend activities. Second, the project involved the construction of a shed that's being used for storage purposes. The sporting items and equipment as well as maintenance machinery or tools need to be stored in a safe and secure shed. Third, the Center built a dumpster enclosure area for trash collection purposes.

In FY2016, the facility received \$100,000 in CDBG funds to redesign the front entry lobby for safety, security, and enhanced visibility. This change was recommended by the Brooklyn Park Police Department for the purpose of utilizing Crime Prevention through Environmental Design techniques to maximize the facility's security and safety. In addition, the facility also created a professional office space with two separate rooms in the front lobby to facilitate efficiency in customer service delivery. The additional office space was necessary in providing adequate space for the front office staff to utilize in addressing the needs of the youth undertaking various programming activities as well as the community members.

In 2023, the facility received another \$100,000 for concept planning and pre-design work for the expansion of the existing facility, or the construction of a new facility. 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.

Staff Capacity

Describe staff capacity and experience relevant to administering this activity:

Staff has previously administered this program for several decades in the past. The City of Brooklyn Park, and Hennepin County have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

Describe the organization's experience complying with federal grant regulations:

City of Brooklyn Park has participated in the CDBG Program for the past 43 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city's internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

Does your organization go through an independent/ third party financial audit annually? (Note: acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

List the names, position titles, and brief qualifications of staff who will be primarily responsible for delivering this activity (attach additional pages if necessary)

John Kinara – Housing and Redevelopment Coordinator (HFDP) – City of Brooklyn Park.

Brad Tullberg – Parks and Recreation Director – City of Brooklyn Park

Sydney Quinlan – Principal Planning Analyst – Hennepin County

Melisa Illes – Senior Program Analyst – Hennepin County

City of Brooklyn Park Request for Council Action

Agenda Item:	7.3	Meeting Date:	March 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration & Finance
Resolution:	N/A	Prepared By:	Zach Kramka, Asst to the City Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Zach Kramka
Item:	Joint Powers Agreement with City of Minneapolis Pertaining to Prevailing Wage Investigations		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF BROOKLYN PARK AND THE CITY OF MINNEAPOLIS PERTAINING TO PREVAILING WAGE INVESTIGATIONS AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT.

Overview:

On May 13, 2024, the Brooklyn Park City Council passed an ordinance requiring covered persons to pay prevailing wage to workers completing work on capital projects financed, in whole or in part, by City and Economic Development Authority funds of \$50,000 or greater. Prevailing wage regulations establish a price floor for wages in addition to fringe benefits that must be paid by contractors and sub-contractors to their employees who are performing work on behalf of the government entity funding the work. In addition, these regulations serve as a deterrent to wage theft and other exploitative labor practices.

The upcoming summer construction season will be the first full season of projects subject to prevailing wage requirements in Brooklyn Park. One component of implementing this ordinance is to anticipate any investigative needs should they arise. The City of Brooklyn Park does not have the administrative capacity nor expertise to undertake such investigations internally.

As a result, an agreement has been negotiated with the City of Minneapolis Department of Civil Rights to undertake prevailing wage investigations on behalf of the City of Brooklyn Park in the event they are necessary.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The services outlined in the attached agreement will be performed on an as-needed basis at a cost of \$85 per hour. These costs will be absorbed into existing project budgets or general fund line items. Cost recovery for these services will be pursued, when possible, through the tools outlined in the City's prevailing wage ordinance.

Attachments:

7.3A JOINT POWERS AGREEMENT - PREVAILING WAGE INVESTIGATIONS

**JOINT POWERS AGREEMENT REGARDING
REFERRAL OF PREVAILING WAGE ORDINANCE VIOLATION COMPLAINTS ON CITY
OF BROOKLYN PARK CONSTRUCTION PROJECTS**

This Joint Powers Agreement (“Agreement”) regarding the referral of prevailing wage ordinance violations cases on City of Brooklyn Park funded construction projects, (the “Agreement”) is by and between the City of Brooklyn Park, a Minnesota Home Rule Charter City, (“Brooklyn Park”), and the City of Minneapolis, a Minnesota Home Rule Charter City, (“Minneapolis”), together referred to as the “Parties.”

RECITALS

WHEREAS, Brooklyn Park has an ordinance, Brooklyn Park City Code § 42.03, requiring the payment of prevailing wages to workers on certain projects involving funding of Brooklyn Park and its Economic Development Authority (“EDA”);

WHEREAS, Minneapolis has an equivalent ordinance, Minneapolis, Minn. Code of Ordinances (MCO) § 24.220, requiring the payment of prevailing wages to workers on certain Minneapolis contracts;

WHEREAS, Minneapolis has substantial experience investigating alleged violations of its prevailing wage ordinance and such experience would benefit Brooklyn Park in ensuring compliance with its own prevailing wage ordinance;

WHEREAS, the Parties desire to enter into this agreement setting forth the terms by which Minneapolis will perform services on behalf of Brooklyn Park;

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes § 471.59, commonly known as the Joint Powers Act, and in consideration of the mutual covenants contained herein and the benefits that each party shall derive hereby, Brooklyn Park and Minneapolis mutually agree as follows:

AGREEMENT

SECTION 1: PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to set forth the terms and conditions whereby Brooklyn Park will refer complaints of prevailing wage violations on Brooklyn Park and EDA-funded projects to Minneapolis to conduct investigations and issue findings of fact.
- B. Brooklyn Park will exercise its best efforts to refer cases only when necessary. The Parties acknowledge and agree that resource availability fluctuates, and any case transfer requests are subject to acceptance by Minneapolis.
- C. For case transfer requests that Minneapolis accepts, Minneapolis will investigate the matter and share its findings with Brooklyn Park.
- D. Brooklyn Park will be responsible for formally issuing determinations of any ordinance violations and conducting any enforcement.
- E. Minneapolis will only investigate referred cases and has no obligation to defend any findings or conclusions, or pursue any enforcement actions related thereto, in any administrative or legal proceedings.

SECTION 2: TERM OF AGREEMENT

This Agreement shall be effective from the date of execution, after all required signatures have been entered, until December 31, 2027, unless otherwise terminated early per Section 6 of this Agreement.

SECTION 3: CASE REFERRAL CRITERIA

- A. Brooklyn Park's case referrals will meet the following criteria:
 - 1. After Complaint review, Brooklyn Park will submit the case referral request in writing to Minneapolis. The request may be sent via email.
 - 2. That email or communication must include:
 - a) Named parties,
 - b) The reason for the requested transfer,
 - c) A brief description of the factual allegations of the case,
 - d) The legal issues identified, and
 - e) A summary of any investigative steps already completed.

SECTION 4: CASE REFERRAL PROCEDURE

A complete Case Referral Procedure is outlined in **Exhibit A** to this Agreement.

- A. When receiving a case referral, Minneapolis agrees to:
 - 1. Respond in writing to the request seeking to transfer a case within 10 calendar days. This response may be sent via email.

2. The writing must indicate:
 - a) Whether the case is accepted;
 - b) Whether additional information is needed; or
 - c) Whether the case is rejected.

If Minneapolis rejects a case referral, the response must indicate why the case is being rejected, and whether there are circumstances under which the case could be accepted. Minneapolis will only accept case referrals that allege a violation of Title III, Chapter 42 of the Brooklyn Park City Code.

- B. Once Minneapolis accepts a case, Brooklyn Park will communicate to the Complainant and the Respondent that the case has been referred to the Minneapolis Department of Civil Rights for investigation, acting as the designated Compliance Officer per § 42.02 of the Brooklyn Park City Code. The communication will include Minneapolis Department of Civil Rights contact information and instruction on next steps.
- C. Brooklyn Park will provide all relevant documentation and information related to the referred case(s).
- D. Once Minneapolis accepts a case, it will provide periodic updates to Brooklyn Park on the case progress.
- E. If the case will take longer than six (6) months to investigate and close-out, the Parties will discuss case viability and come to a joint decision on how to proceed.

SECTION 5: CASE PROCESSING CRITERIA

- A. Following acceptance of a case referral, the Parties agree to meet the following criteria:
 1. Absent extraordinary circumstances, the investigation of the referred case must be completed within one year of the transfer. Extraordinary circumstances means staff turnover, act of God, etc.
 2. For the duration of the investigation, Minneapolis shall have at its disposal all investigative and monitoring powers granted to Brooklyn Park and its Compliance Officers under Brooklyn Park City Code § 42.03 and § 42.05.
 3. At the conclusion of its investigation of the referred case, Minneapolis will produce findings of fact and provide them to Brooklyn Park, along with all documents and records collected during the investigation. Brooklyn Park is solely responsible for making a formal determination in the matter and communicating its decision to all necessary parties.
 4. Minneapolis's provision of findings of fact and collected documentation to Brooklyn Park shall conclude Minneapolis's obligations in the referred case. Brooklyn Park is solely responsible for conducting, overseeing, or participating in any subsequent administrative or legal proceedings related to the referred case.

SECTION 6: TERMINATION

- A. Minneapolis or Brooklyn Park may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
- B. The Notice of Termination must state the reasons for termination.
- C. In the event of termination by either Party, Minneapolis must return all case investigative materials to Brooklyn Park (i.e., complaint, interview notes, payroll reports, evidentiary documentation from either the complainant or respondent, preliminary determinations, final determinations, etc.), and must also provide the status of any pending case(s) referred to Minneapolis.

SECTION 7: COMPENSATION AND OTHER COSTS

- A. Brooklyn Park shall compensate Minneapolis \$85.00/hour ("hourly fee") for work completed on a referred case. In instances of more complex cases, Brooklyn Park and Minneapolis must come to an agreement on fees. A "Complex Case" is a case containing multiple complainants, multiple contractors/subcontractors, multiple scopes of work, multiple years, etc.
- B. Minneapolis will submit invoices to Brooklyn Park detailing the hours worked on each case by the 15th of each month for the previous month's work. Minneapolis must submit its invoices electronically to Brooklyn Park authorized representative _____. Brooklyn Park must pay the undisputed portion of any invoice within 35 days. If Brooklyn Park disputes any portion of an invoice, the Parties will resolve the dispute under Section 8 of this Agreement.
- C. Each Party is responsible for compensating its own employees for any services rendered pursuant to this Agreement. Each party assumes full responsibility for its own lost or damaged equipment regardless of the cause of such loss or damage. Except for the hourly fee described in Section 7, Paragraph A, each Party is responsible for its own costs under this Agreement
- D. Each party shall maintain workers compensation insurance or self-insure coverage, covering their own personnel while performing pursuant to this Agreement.

SECTION 8. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding the terms of this agreement, including any attachments or exhibits, the party with the grievance must report it to the other party in writing within 10 business days of discovery. After the notice, the Parties will attempt to resolve the issue immediately. If the Parties cannot resolve the dispute within 30 business days, the Parties will elevate the dispute to the following individuals, Brooklyn Park: Director of Finance and Minneapolis: Director of Civil Rights. Within 10 business days the individuals will meet and attempt to resolve the dispute. Utilization of this dispute resolution procedure is a condition precedent to litigation of any dispute between the Parties relating to this Agreement.

SECTION 9: NOTICE AND AUTHORIZED REPRESENTATIVES

- A. Except as otherwise stated in this Agreement, all notices or demands to be given under this Agreement shall be emailed, delivered in person or deposited as United States Certified Mail with Return Receipt Requested. Any notices or other communications shall be addressed to the authorized representatives for this Agreement as depicted below:

The City of Brooklyn Park

Name: Zach Kramka
Address: City of Brooklyn Park
5200 – 85th Avenue North
Brooklyn Park, Minnesota 55443
Telephone: 763-493-8159
Email: zach.kramka@brooklynpark.org

The City of Minneapolis

Name: Johnnie Burns
Address: Minneapolis Civil Rights Department
350 South 5th Street Rm 239
Minneapolis, MN 55415
Telephone: 612.673.2086
Email: Johnnie.burns@minneapolismn.gov

SECTION 10: WORK PRODUCT, RECORDS, DISSEMINATION OF INFORMATION

- A. The Parties agree to abide by Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act (“MGDPA”) and Minnesota Statutes Section 363A.35. All of the data created, collected, received, stored, used, maintained or disseminated by parties in performing any functions under this Agreement is subject to the requirements of the MGDPA and the parties must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

SECTION 11: LIABILITY

- A. Each Party is responsible for the acts and omissions of their respective employees when acting in the course and scope of their employment duties.
- B. Each Party is not liable for the acts or omissions of the other Party.
- C. Liability for any joint activity is subject to the limitations in Minnesota Statutes section 471.59, subd. 1a(b).
- D. Each Party’s liability shall be limited by provisions of Minnesota Statutes, Chapter 466 (“Tort Liability, Political Subdivisions”) and other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend, any defense or immunity that either party

and their respective officials and employees may have under Minnesota Statutes Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

SECTION 12: INSURANCE

It is acknowledged that the Parties may rely primarily on self-insurance programs for liability coverages, including statutory workers' compensation coverage. Each party agrees to maintain its self-insurance program or to obtain/maintain insurance policies for tort, automobile, professional liability and workers' compensation coverage to at least the minimum amounts required by statute.

SECTION 13: AMENDMENT OR CHANGES TO AGREEMENT

- A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.
- B. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 14: INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

SECTION 15: COMPLIANCE WITH APPLICABLE LAW

All parties agree to comply with all applicable federal, state, and local laws, rules, regulations, and standards established by any agency of such governmental units, which are hereinafter promulgated insofar as they relate to the parties' performance of the provisions of this Agreement.

SECTION 16: ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein.

SECTION 17: SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

SECTION 18: COUNTERPARTS

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of

which together constitute one instrument.

SECTION 19: ELECTRONIC SIGNATURES

The Parties agree that the electronic signature of a party to this Agreement is as valid as an original signature of such party and is effective to bind such party to this Agreement.

[Section left intentionally blank]

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement on the dates below:

CITY OF MINNEAPOLIS

By: _____
Name: Michelle Phillips
Its: Civil Rights Department Director
Date: _____

Approved as to Form
By: _____
Name: Alexander Kane
Its: Assistant City Attorney
Date: _____

CITY OF BROOKLYN PARK

By: _____
Name: Hollies Winston
Its: Mayor
Date: _____

By: _____
Name: Jay Stroebe
Its: City Manager
Date: _____

Approved as to Form
By: _____
Name: James Thomson
Its: City Attorney
Date: _____

Exhibit A

The following is the case referral procedure which has been agreed upon by both Parties.

1. Complaint is received by City of Brooklyn Park staff.
2. Complaint is forwarded to City of Brooklyn Park Compliance Officer.
3. City of Brooklyn Park Compliance Officer forwards relevant case information as well as contact information to City of Minneapolis Department of Civil Rights staff.
4. City of Minneapolis Department of Civil Rights conducts investigation.
5. Investigative findings are forwarded to City of Brooklyn Park Compliance Officer for further action by the City of Brooklyn Park.
6. City of Minneapolis Department of Civil Rights sends invoice for services rendered to the City of Brooklyn Park Compliance officer.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.4	Meeting Date:	March 10, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Zach Kramka, Asst to the City Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Jay Stroebel, City Manager Zach Kramka
Item:	Community Plan Adoption		

City Manager's Proposed Actions:

MOTION _____, SECOND _____, TO APPROVE BROOKLYN PARK JEWEL OF THE NORTH COMMUNITY PLAN

Overview:

The City Council directed staff in January of 2024 to begin the process of developing a new community plan in preparation for the sunsetting of *Brooklyn Park 2025*. More information related to the achievements of *Brooklyn Park 2025* can be found online at BrooklynPark.org/Brooklyn-Park-2025. A steering committee was formed composed of City Council Members, City Commissioners, and staff to guide the development process, and input was gathered from the broader community from August through October of 2024. Additional community feedback was solicited in January of this year.

At its February 3, 2025 work session, the City Council provided feedback on draft goal language and directed staff to prepare potential metrics that can be used to measure successes and opportunities for improvement throughout the duration of the updated community plan.

The proposed community plan is organized around six goal areas. These proposed goals and a selection of example metrics will be presented during this agenda item.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 7.4A PROPOSED COMMUNITY PLAN REDLINE
- 7.4B PROPOSED COMMUNITY PLAN CLEAN

Brooklyn Park Community Plan:

Jewel of the North

~~Text with strikeout is proposed for deletion~~

Underlined text is proposed for insertion

1. **Inclusive & Engaged Community** – Brooklyn Park is a thriving community, defined by a positive identity and image.
 - a. Brooklyn Park is unified with a strong reputation across the region.
 - b. Our community’s activities, events, and services are inclusive, multicultural, and accessible.
 - c. We have connected neighbors who understand and celebrate our unique cultures.
 - d. The City pursues strategic partnerships with community members and organizations.
 - e. The City fosters meaningful engagement opportunities for community members.
2. **Safe Community** – Comprehensive and transparent public safety services create a sense of safety throughout the community.
 - a. First responders are equipped to respond to all types of emergencies.
 - b. Public safety professionals build legitimacy with the community in every interaction.
 - c. The City is a leader in innovative public safety approaches.
 - d. Prevention and intervention strategies for youth are of the utmost importance.
 - e. The City is a catalyst for systems and policy change in public safety.
 - f. The City engages all residents to contribute to public safety.
3. **Equitable Outcomes** – The City maintains a focus on ~~racial~~ equity to remove barriers, address opportunity gaps, and build more just systems.
 - a. The City’s decisions and policies are guided by a racial equity lens to remove barriers.
 - ~~a.b.~~ Quality recreation facilities and responsive programming for youth and families inspire activity for all interests and abilities.
 - ~~b.c.~~ Aging adults have services and amenities to thrive and age in place.
 - ~~c.d.~~ The City supports its emerging workforce to obtain the training and support needed to get and keep a living wage job.
 - ~~d.a.~~ The City’s decisions and policies are guided by a racial equity lens to remove barriers.
 - e. Community members have access to quality food, employment, healthcare, housing, and education to overcome life challenges.
4. **Beautiful Places** – Unique amenities, art, and quality infrastructure make Brooklyn Park a community of choice.
 - a. Brooklyn Park residents and business owners do their part to maintain~~has clean and~~ attractive neighborhoods, corridors, and commercial destinations.

- b. The City maintains and invests in quality green space, ~~and amenities,~~ and natural resource preservation.
 - c. Residents and visitors are served by reliable utilities, transportation network, and infrastructure.
 - d. The City maintains and develops robust, ~~multimodal mobility transportation options~~ networks of all types.
 - e. We are a leader in environmental sustainability, increasing the community's resilience to a changing climate.
5. **Thriving Economy** – Brooklyn Park is home to an inclusive economy where people and businesses can prosper.
- a. Our rich diversity is showcased through our vibrant arts, food, entertainment, and retail offerings.
 - b. Aging neighborhoods and commercial centers are revitalized through continuous investment.
 - c. The City capitalizes on opportunities to expand and diversify Brooklyn Park's tax base and workforce.
 - d. Businesses and organizations of all types, sizes, and specialties start, stay, and grow here.
 - e. Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.
6. **Innovative & Responsive Government** – The City continuously seeks creative solutions to drive effective service delivery.
- a. Elected officials, commissions, and City staff reflect the diversity and values of the community.
 - b. The City effectively manages its resources.
 - c. City information is clear, and accessible to all.
 - d. The City is innovative, and recognized as a great place to work.
 - e. City staff are responsive to community needs and strive for an excellent customer experience.

Brooklyn Park Community Plan:

Jewel of the North

1. **Inclusive & Engaged Community** – Brooklyn Park is a thriving community, defined by a positive identity and image.
 - a. Brooklyn Park is unified with a strong reputation across the region.
 - b. Our community’s activities, events, and services are inclusive, multicultural, and accessible.
 - c. We have connected neighbors who understand and celebrate our unique cultures.
 - d. The City pursues strategic partnerships with community members and organizations.
 - e. The City fosters meaningful engagement opportunities for community members.
2. **Safe Community** – Comprehensive and transparent public safety services create a sense of safety throughout the community.
 - a. First responders are equipped to respond to all types of emergencies.
 - b. Public safety professionals build legitimacy with the community in every interaction.
 - c. The City is a leader in innovative public safety approaches.
 - d. Prevention and intervention strategies for youth are of the utmost importance.
 - e. The City is a catalyst for systems and policy change in public safety.
 - f. The City engages all residents to contribute to public safety.
3. **Equitable Outcomes** – The City maintains a focus on equity to remove barriers, address opportunity gaps, and build more just systems.
 - a. The City’s decisions and policies are guided by a racial equity lens to remove barriers.
 - b. Quality recreation facilities and responsive programming for youth and families inspire activity for all interests and abilities.
 - c. Aging adults have services and amenities to thrive and age in place.
 - d. The City supports its emerging workforce to obtain the training and support needed to get and keep a living wage job.
 - e. Community members have access to quality food, employment, healthcare, housing, and education to overcome life challenges.
4. **Beautiful Places** – Unique amenities, art, and quality infrastructure make Brooklyn Park a community of choice.
 - a. Brooklyn Park residents and business owners do their part to maintain clean and attractive neighborhoods, corridors, and commercial destinations.
 - b. The City maintains and invests in quality green space, amenities, and natural resource preservation.
 - c. Residents and visitors are served by reliable utilities, transportation network, and infrastructure.
 - d. The City maintains and develops robust transportation options of all types.

- e. We are a leader in environmental sustainability, increasing the community's resilience to a changing climate.
5. **Thriving Economy** – Brooklyn Park is home to an inclusive economy where people and businesses can prosper.
- a. Our rich diversity is showcased through our vibrant arts, food, entertainment, and retail offerings.
 - b. Aging neighborhoods and commercial centers are revitalized through continuous investment.
 - c. The City capitalizes on opportunities to expand and diversify Brooklyn Park's tax base and workforce.
 - d. Businesses and organizations of all types, sizes, and specialties start, stay, and grow here.
 - e. Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.
6. **Innovative & Responsive Government** – The City continuously seeks creative solutions to drive effective service delivery.
- a. Elected officials, commissions, and City staff reflect the diversity and values of the community.
 - b. The City effectively manages its resources.
 - c. City information is clear, and accessible to all.
 - d. The City is innovative, and recognized as a great place to work.
 - e. City staff are responsive to community needs and strive for an excellent customer experience.