

REGULAR CITY COUNCIL MEETING – AGENDA #24

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 Appointments of Brooklyn Park Development Corporation Board Members

A. BPDC BOARD OF DIRECTORS VOTING FORM

3B.2 Charter Commission's Recommendation on Council Compensation

A. MAYOR AND COUNCIL MEMBER SALARY COMPARISON DATA

B. LETTER TO THE CITY MANAGER FROM CHARTER COMMISSION CHAIR SECARA

C. CITY CODE 30.01

3B.3 Proclamation Proclaiming August 9, 2025 as "Omenala-Igbo Day"

A. PROCLAMATION

3B.4 Proclamation Proclaiming July 1, 2025 as Women of Today Founders Day in the City of Brooklyn Park

A. PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 Approve Emergency Replacement of Municipal Well Pump #22 to Key's Well Drilling Company

A. RESOLUTION

B. QUOTATION FROM KEYS WELL DRILLING COMPANY

4.2 Extend a Supplemental Engineering Agreement with WSB Engineering for Implementing a MPCA Grant for Drinking Water Planning and Design for PFAS

A. RESOLUTION

B. WSB SUPPLEMENTAL LETTER OF AGREEMENT 12b

4.3 Approve Proposal from Bolton and Menk for Bidding and Construction Services for the Winnetka Ave / Rush Creek Regional Trail Underpass Project

A. RESOLUTION

B. PROPOSAL

C. PROJECT LAYOUT

- 4.4 Approve Amendment to Supplemental Letter of Agreement #12 with Bolton and Menk, Inc., to Prepare Plans and Specifications for the Winnetka Avenue / Rush Creek Regional Trail Underpass Project
 - A. RESOLUTION
 - B. BOLTON AND MENK AMENDMENT
 - C. PROJECT LAYOUT
- 4.5 Approve change order #1 TO THE 2025 street overlay project 4001-25
 - A. RESOLUTION
 - B. CHANGE ORDER
 - C. MAP OF ADDED STREET SEGMENTS
- 4.6 Approve a Temporary On-Sale Liquor License for St. Gerard's Church for their Corn Fest to be held August 8-9, 2025, at 9600 Regent Avenue North
- 4.7 Donation to the Liberian National Police
 - A. RESOLUTION
- 4.8 DEV25-110 (BAPS Mandir) Conditional Use Permit (CUP) Applications
 - A. RELIGIOUS INSTITUTION CONDITIONAL USE PERMIT RESOLUTION
 - B. RECTORY CONDITIONAL USE PERMIT RESOLUTION
 - C. LOCATION MAP
 - D. APPLICATION MATERIALS
 - E. PC MINUTES
- 4.9 Authorize Furniture Purchase for Zanewood Recreation Center from Fluid Interiors
 - A. RESOLUTION
 - B. FLUID INTERIORS PROPOSAL

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

5. PUBLIC HEARINGS

- 5.1 Public Hearing for Host Approval for the Issuance of Lease Revenue Bonds for Athlos Leadership Academy
 - A. RESOLUTION
- 5.2 Si Senior - Public Hearing Wine License
 - A. LIQUOR LICENSE LIST

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

- 7.1 FIRST READING of an Ordinance Amending the Brooklyn Park City Code Pertaining to Residency Restrictions for Predatory Offenders
 - A. ORDINANCE
- 7.2 Second Reading of an Ordinance To Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 and Chapter 4, Section 4.03 of the Home Rule City Charter
 - A. ORDINANCE

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

8. DISCUSSION ITEMS

- 8.1 Discussion of Changes to the Elected Officials Rules of Procedures and Code of Conduct Regarding Attendance by Interactive Technology
 - A. PREVIOUS ADDITIONS AND PROPOSED AMENDMENTS
 - B. EXCERPT OF CHANGES TO MINNESOTA STATUTES 2024, SECTION 13D.02, SUBDIVISION 1 AND 4

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. WORK SESSION – Recess to Room A203

10.1 Discussion of Pets Under Police Security (PUPS) Facility

VI. 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:	June 23, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Josephine Thao, Project Facilitator
Ordinance:	N/A		
Attachments:	1	Presented By:	Josephine Thao, Project Facilitator
Item:	Applicant Interviews for Brooklyn Park Development Corporation Board of Directors Selection		

City Manager's Proposed Action:

Interview applicants to fill vacancies on the Brooklyn Park Development Corporation (BPDC) Board of Directors.

Overview:

The City of Brooklyn Park (the "City") is in the process of filling two (2) vacancies on the Brooklyn Park Development Corporation (BPDC) Board of Directors:

1. One (1) Financial Representative:

Eligibility: "Be affiliated with a financial institution, including but not limited to a community development financing institution, credit union, commercial bank, or financial advisor that has experience working with small businesses in the City of Brooklyn Park, even if the financial institution is not located in the City of Brooklyn Park."

2. One (1) Small Business Representative

Eligibility: "Be an owner or representative of a business establishment located in the City of Brooklyn Park, Minnesota; and, One shall represent a small business in the City (50 or less full time employees)."

The City advertised the openings and received four (4) applications during the initial application period. All applicants meet the minimum eligibility requirements. Interviews are underway to determine appointments. Each term is for two (2) years, ending June 30, 2027.

The BPDC Board of Directors is composed of seven (7) members, including:

- One (1) City Council Representative (3-year term)
- One (1) Economic Development Authority Representative (3-year term)
- Two (2) Business Representatives (2-year term)
- Two (2) Financial Representatives (2-year term)
- One (1) Resident Representative (2-year term)

The BPDC Board of Directors meets quarterly on the third Thursday at 8:30 AM, with meetings typically lasting under two hours and offered in a hybrid format (in-person or virtual). The estimated time commitment is approximately 12 hours each year.

A voting form (Attachment 3B.1A) has been provided to council members to indicate their selections. Please submit your completed form to Mayor Hollies Winston by Monday, June 30, 2025. Mayor Winston will consolidate the votes to determine who will be appointed to the BPDC Board of Directors. The final appointments will be confirmed at the City Council Meeting on Monday, July 14, 2025.

Background:

The BPDC was established in the early 1990s to provide low-interest loan programs to help small businesses start, grow, and thrive. The board members play an important role in overseeing and guiding multiple loan programs, including:

- Commercial Code Correction Loan
- Microbusiness Loan
- Real Estate and Equipment Loan

The BPDC currently oversees dozens of active loans and holds two (2) contracts with loan servicers. The Board of Directors remains committed to strengthening its business support programming through innovative and responsive strategies, while intentionally centering race, equity, and inclusion to ensure programs are accessible, impactful, and aligned with the needs of Brooklyn Park's diverse business community.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A BPDC BOARD OF DIRECTORS VOTING FORM

BROOKLYN PARK DEVELOPMENT CORPORATION BOARD OF DIRECTORS VOTING FORM

This completed form will be submitted to Mayor Hollies Winston for review by Monday, June 30, 2025.

Agenda Item:	3B.1	Meeting Date:	June 23, 2025, at 6:00 PM
Item:	Applicant Interviews for Brooklyn Park Development Corporation Board of Directors Selection		

Voting Selection

- 1) Please select one (1) applicant by marking an "X" next to their name. This applicant will serve on the BPDC Board of Directors as the Financial Representative, affiliated with a **financial institution** with experience supporting small businesses in Brooklyn Park.

Financial Representative Applicant(s)	Mayor Hollies Winston	Council Member Christian Eriksen	Council Member Nichole Klonowski	Council Member Tony McGarvey	Council Member Shelle Page	Council Member Maria Tran	Council Member Amanda Xiong
Hable, Jeff <i>The applicant works in the Financial Services industry.</i>							

- 2) Please select one (1) applicant by marking an "X" next to their name. This applicant will serve on the BPDC Board of Directors as the Small Business Representative, affiliated with a **small business** of 50 or fewer full-time employees located in Brooklyn Park.

Small Business Representative Applicant(s)	Mayor Hollies Winston	Council Member Christian Eriksen	Council Member Nichole Klonowski	Council Member Tony McGarvey	Council Member Shelle Page	Council Member Maria Tran	Council Member Amanda Xiong
Fasinro, Abayomi <i>The applicant works in the Food Manufacturing industry.</i>							
Jones, Penny <i>The applicant works in the Health and Wellness industry.</i>							
McKenzie, Edna <i>The applicant works in the Construction Services industry.</i>							

Additional Comments (Optional)

Name:		Submission Date:	
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Please note that this voting form is considered public information under the Minnesota Government Data Practices Act.

Board of Directors

Below is a list of current members serving on the BPDC Board of Directors. The two applicants selected through this ballot will fill the vacant openings.

City Council Representative	Christian Eriksen (Term Expires December 2026)
Economic Development Authority Representative	Amanda Xiong (Term Expires December 2026)
Large Business Representative	Brian Wentz (Term Expires April 2027)
Small Business Representative	Vacant (Term Expires July 2027)
Financial Representative	Rin Larson (Term Expires April 2027); Vacant (Term Expires July 2027)
Resident Representative	Paula Weakly (Term Expires April 2027)

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.2	Meeting Date:	June 23, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	3	Presented By:	Dennis Secara, Charter Commission Chair
Item:	Charter Commission's Recommendation on Council Compensation		

City Manager's Proposed Action:

Charter Commission Chair Dennis Secara will present the Charter Commission's recommendation related to the Council's compensation.

Overview:

At its meeting on May 14, 2025, the Charter Commissioners and the Budget Advisory Commissioners reviewed and held discussions on the Council Member salary and compensation comparison data for various communities. The Charter Commissioners voted on a recommendation to the council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 3B.2A MAYOR AND COUNCIL MEMBER SALARY COMPARISON DATA
- 3B.2B LETTER TO THE CITY MANAGER FROM CHARTER COMMISSION CHAIR SECARA
- 3B.2C CITY CODE 30.01

Mayor and Council Member Salary Comparison Data (2025)

Form of Government	Organization	Population	Number of Full Time Employees	Total Budget	Number of Council Members	Member Annual Base Salary	Mayor Annual Base Salary	Medical
Statutory B Council MGR	Apple Valley	56,374	210	\$39,524,000	4	\$ 11,340	\$ 15,840	Offered - Same Benefits
Council/Mgr	Blaine	73,774	228	\$39,547,492	6	\$ 13,462	\$ 18,315	Not Offered
Council/Mgr	Bloomington	89,298	618	\$190,549,193	6	\$ 12,396	\$ 26,400	Offered - Same Benefits
Council/Mgr	Brooklyn Park	86,478	384	\$121,500,000	6	\$ 12,578	\$ 21,996	N/A
Statutory B	Burnsville	61,693	266	\$100,568,108	4	\$ 18,000	\$ 24,000	Offered - Same Benefits
Charter Council Mgr	Coon Rapids	63,599	242	\$78,466,766	6	\$ 10,500	\$ 14,000	Not Offered
Council/Mgr	Eden Prairie	64,400	280	\$85,715,538	4	\$ 14,136	\$ 18,260	N/A
Statutory B Council MGR	Edina	52,437	342	\$211,679,069	5	\$ 14,072	\$ 17,689	N/A
Plan A	Lakeville	75,217	261	\$138,515,004	4	\$ 10,000	\$ 15,000	Not Offered
Mayor Council	Maple Grove	70,253	294	\$52,331,800	5	\$ 15,100	\$ 17,400	Offered - Unique Benefits
Executive Mayor Legislative Council	Minneapolis (FT)	422,331	3,250	\$1,700,000,000	13	\$ 109,847	\$ 140,814	Offered - Same Benefits
Council/Mgr	Mnetonka	54,474	233	2025 Budet for all funds is \$126,794,661; General Fund is only \$55,298,661	6	\$ 18,000	\$ 23,500	N/A
Council/Mgr	Plymouth	81,000	331	\$99,090,160	6	\$ 13,409	\$ 21,148	N/A
Strong Mayor	St. Paul (FT)	303,820	3,218	\$897,066,202	7	\$ 76,794	\$ 153,587	Offered - Same Benefits
Weak Mayor; Mayor Council	Woodbury	78,920	293	\$101,048,209	4	\$ 12,726	\$ 17,681	Offered - Unique Benefits
Strong Mayor	Duluth	86,619			10	\$ 29,900	\$ 97,500	
Mayor Council	Rochester	122,191			7	\$ 55,840	\$ 83,760	
Mayor Council	St. Cloud	69,568	475	\$89,808,200	7	\$ 12,500	\$ 50,000	mayor-medical; council -no
Council/Mgr	Mankato	46,130	283	166,778,247	7	12,316	24,632	

*Note: Data collected from League of MN Cities Survey Report. Some cities may not have updated data in 2025.

NOTES:

APPLE VALLEY-2026-Mayor \$16,632; Council Member \$11,904; FTEs-If you include our enterprise accounts (liquor, golf, sports arena, utilities), then it's about 273; Mayor/Council Member also receives \$50/month technology stipend

BLAINE-Dental offered as well: Single Annual - \$496.80; Family Annual - \$1477.44

BROOKLYN PARK-\$50 Compensation for attending approved functions

COON RAPIDS-At Large-\$12,250

LAKEVILLE-\$25 Meeting Fee \$25 per committee meeting and Inter-agency assignments

MAPLE GROVE-Deferred Compensation, PERA contribution, Health Care Savings Plan

MINNETONKA-Complimentary (taxable) Fitness Club Membership

50.6M Total Budget?

DULUTH-\$45.00/month parking per CBA; \$184.62/pay (\$4800/year) vehicle allowance

ROCHESTER-Mileage allowance (\$213/month) and Phone Reimbursement (\$78/month)

ST CLOUD-Mayor-CAR ALLOWANCE



To: City Manager Jay Stroebel
From: Dennis Secara, Chair, Brooklyn Park Charter Commission
Date: May 20, 2025
Subject: Council Compensation

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

At the Charter Commission meeting on May 14, 2025, the Charter Commissioners and Budget Advisory Commissioners reviewed 2025 mayor and council member salary and compensation comparison data for various Twin Cities communities, as provided by the City Manager. Based on this information, the Charter Commission recommends that the City Council approve a 3% annual salary increase for council members from \$12,578.04 to \$12,995.38 in 2027 and a 5% increase for the mayor from \$21,995.88 to \$23,099.67 in 2027. Per statute, if approved by the City Council before the November 2026 general election, these increases would take effect in January 2027.

Upon reviewing compensation data, the Commissioners observed a salary disparity between the mayors of Brooklyn Park and Bloomington. The Mayor of Bloomington receives an annual salary of \$26,400, while the Mayor of Brooklyn Park earns \$21,996. Given the cities' comparable population sizes—89,298 in Bloomington and 86,478 in Brooklyn Park—the Commissioners concluded that the Mayor of Brooklyn Park should receive a salary more in line with, though not exceeding, that of Bloomington's mayor. They also acknowledged the growing demands of the mayoral role, the unique responsibilities it entails, and the significant level of commitment required to serve Brooklyn Park residents.

The Commissioners also noted that in 2022, the city council approved a 20% salary increase for the mayor, while the council members were approved for a 3% increase to align with inflationary trends. These increases took effect on January 1, 2023, and January 1, 2024, respectively.

The Commissioners also requested that the City Council consider the \$50-per-day supplemental compensation allowed for the mayor and council members for approved activities. The mayor is frequently called to testify during legislative sessions or invited to speak at community-related events, often without sufficient time to obtain prior council approval. In such cases, the mayor should be eligible for compensation, with the activities reviewed and approved at the next council meeting.

If requested, I'd be happy to present this recommendation to the city council.

A full text of the charter commission's deliberations is available in the minutes for the April 9 and May 14, 2025 meetings.

Sincerely, -

A handwritten signature in black ink that reads "Dennis Secara".

Dennis Secara, Chair
Brooklyn Park Charter Commission

Attachment: Mayor and Council Member Salary Comparison Data (2025)

cc: Charter Commission Members
City Attorney

GENERAL PROVISIONS**§ 30.01 SALARY OF MAYOR AND COUNCIL MEMBERS.**

(A) The monthly salary of each Council member shall be \$988.00 per month until January 1, 2023, at which time it shall be \$1,017.64 per month until January 1, 2024, at which time it shall be \$1,048.17 per month, and the monthly salary for the Mayor shall be \$1,483.00 per month until January 1, 2023, at which time it shall be \$1,779.60 per month until January 1, 2024, at which time it shall be \$1,832.99 per month.

(B) The salary schedule referred to in division (A) of this section is established on the basis that the offices of Mayor and Council member in this city are part-time positions. The Mayor and/or Council members are sometimes required to attend municipal functions or to take time from their regular employment to perform services beneficial to the city. Additional compensation is paid to the Mayor or Council members in those cases subject to the following conditions:

(1) The activity and number of days for which a Council member is to be engaged must be approved by the City Council prior to member's participation.

(2) The Mayor and Council member will be paid \$50 per day as supplemental compensation for each day approved and for which the member is in attendance at the approved activity.

(C) The City Manager shall biennially prepare a compensation report that contains an analysis of the compensation paid to elected officials of the Minneapolis-St. Paul area metropolitan cities similar to the City of Brooklyn Park. The report shall be provided to the City Council for review.

('72 Code, § 115:00) (Am. Ord. 1996-817, passed 5-13-96; Am. Ord. 1998-880, passed 5-11-98; Am. Ord. 2000-923, passed 4-10-00; Am. Ord. 2002-976, passed 6-10-02; Am. Ord. 2006-1054, passed 1-23-06; Am. Ord. 2018-1233, passed 7-9-18; Am. Ord. 2022-1283, passed 10-24-22)

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.3	Meeting Date:	June 23, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis, Racial, Equity, Diversity, & Inclusion Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Winston
Item:	Proclamation Proclaiming August 9, 2025 as "Omenala-Igbo Day"		

City Manager's Proposed Action:

The Mayor shall proclaim August 9, 2025 to be observed as "Omenala-Igbo Day".

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, do hereby proclaim August 9, 2025 shall be observed as "Omenala-Igbo Day" in the City of Brooklyn Park."

OR

2. By reading the proclamation.

The Umunne Cultural Association is hosting Igbofest on Saturday, August 9, 2025 from 11am-7pm at North Hennepin Community College. This free event will include food, performances, and fun for families.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A PROCLAMATION

PROCLAMATION



PROCLAIMING SATURDAY, AUGUST 9, 2025 TO BE OBSERVED AS “OMENALA-IGBO DAY” IN BROOKLYN PARK, MN

WHEREAS, The City of Brooklyn Park remains the home of many ethnic people of African descent in the state of Minnesota, Igbos are one of the major ethnic groups in Nigeria who live in Brooklyn Park and

WHEREAS, There are thousands of Igbo residents in Minnesota, some of whom have lived in Brooklyn Park for more than forty-five years; and

WHEREAS, The city of Brooklyn Park continues to foster the environment that reflects cultural diversity, Igbos in Minnesota formed the non-profit organization Umunne Cultural Association to unite and educate Igbo families and Minnesotans about Igbo culture, arts, music and values, and

WHEREAS, The first Igbofest was held in 1994 to celebrate the rich heritage of the Igbos to educate Minnesotans about Igbo culture, and

WHEREAS, Igbos in Minnesota have been involved in causes such as education, the arts, volunteering in local schools and organizations, book driven, cultural performances at local and international festivals, and

WHEREAS, Igbos in Minnesota are working to ensure the sustainability of Igbo Culture by creating and promoting cultural diversity by IgboFest Re-envisioning with focus on understanding other cultures

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, do hereby proclaim August 9, 2025 as “OMENALA-IGBO DAY”.

Hollies Winston, Mayor



5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.4	Meeting Date:	June 23, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Proclamation Proclaiming July 1, 2025 as Women of Today Founders Day in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim July 1, 2025 as Women of Today Founders Day in the City of Brooklyn Park.

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, July 1, 2025 as Women of Today Founders Day in the City of Brooklyn Park."

OR

2. By reading the proclamation.

Overview:

The Minnesota Women of Today and the Brooklyn Park Women of Today set aside July 1, Founders' Day of Minnesota Women of Today, to recognize the many community activities of dedicated Women of Today across the state.

The Minnesota Women of Today is an organization of over 900 members in more than 49 communities. Minnesota Women of Today is a vibrant, statewide service and social organization that brings together individuals with a shared passion for making a difference in their communities. Since its founding, the organization has been a dynamic network where members grow through leadership opportunities, personal development, and lasting friendships.

Their mission is to empower women and men by providing opportunities to improve their lives and the lives of those around them. Through community service, social events, and educational programming, Minnesota Women of Today members actively create a positive impact while having fun and building lifelong connections.

Primary Issues/Alternatives to Consider:

Representatives from Brooklyn Park Women of Today will be in attendance.

Budgetary/Fiscal Issues: N/A

Attachments:

3B.4A PROCLAMATION

PROCLAMATION

PROCLAIMING JULY 1, 2025 AS “WOMEN OF TODAY FOUNDERS DAY” IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, the Minnesota Women of Today and the Brooklyn Park Women of Today have set aside July 1 to recognize the many community activities of dedicated Women of Today across the state; and

WHEREAS, The Minnesota Women of Today is an organization of over 900 members in 49 communities; and

WHEREAS, The Minnesota Women of Today and the Brooklyn Park Women of Today are dedicated to actively promoting such public awareness and service programs as: The Crescent Cove Respite & Hospice Home for Kids, Wishes & More, True Friends/Camp Friendship, and the March of Dimes; and

WHEREAS, the Minnesota Women of Today and the Brooklyn Park Women of Today provide personal enrichment and leadership training for members of all ages; and

WHEREAS, the Women of Today believe that "Through us Great Lessons Can Be Learned, Worthy Deeds Performed, and a Hand of Fellowship Extended to Millions of Women Everywhere."

NOW, THEREFORE, I, Hollies Winston, the Mayor of the city of Brooklyn Park, do hereby proclaim July 1, 2025, shall be observed as the “Women of Today Founders Day” in the city of Brooklyn Park, Minnesota.



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:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Richard Luckow, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2	Presented By:	Greg Hoag, Interim Operations and Maintenance Director
Item:	Approve Emergency Replacement of Municipal Well Pump #22 to Key's Well Drilling Company		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE THE REPLACEMENT OF MUNICIPAL WELL #22 TO KEY'S WELL DRILLING COMPANY AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Overview:

Municipal Well #22 is located on the southeasterly corner of the water treatment plant site and is one of the City's primary wells with a pumping capacity of approximately 3.1 million gallons of water per day. In May of 2025 the water treatment plant staff observed operational problems with well #22 and tried various remedies for repair all of which were unsuccessful. Keys Well Drilling Company was hired to pull the entire well assembly and inspect the equipment. The electric motor, pump, check valve and drop pipe were sent to an authorized repair shop and found to be beyond repair. Since the entire assembly has been pulled and taken apart, it is recommended that the pump & appurtenances be replaced along with the new electric motor for a total cost of \$69,977.50.

With the negative impact of PFAS on the city's water supply it is vital to restore production capacity.

Key's Well Drilling Company is an experienced well contractor that has completed projects in the area for both public and private sectors, including many previous projects for the City of Brooklyn Park.

Primary issues/alternatives to consider:

Operations & Maintenance Department staff recommend approval as presented.

Budgetary/Fiscal Issues:

The recommended replacement cost of \$69,977.50 is available within the approved 2025 Public Utilities Water Supply and Treatment expenditures program budget.

Attachments:

- 4.1A RESOLUTION
- 4.1B QUOTATION FROM KEYS WELL DRILLING COMPANY

RESOLUTION #2025-

RESOLUTION TO APPROVE THE REPLACEMENT OF MUNICIPAL WELL #22 TO KEY'S WELL DRILLING COMPANY AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, upon review the electric motor is unfeasible for repair; and

WHEREAS, staff recommends replacement of the pump & appurtenances ; and

WHEREAS, on June 11, 2025 a quotation was received from Keys Well Drilling Company for \$69,977.50; and

WHEREAS, the recommended replacement cost of \$69,977.50.00 is within the approved 2025 Public Utilities Water Fund expenditures program budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the emergency replacement of municipal well pump #22 to Key's Well Drilling Company in the amount of \$67,977.50 and authorize the City Manager to authorize the agreement.

Keys Well Drilling Company

Quotation

1156 Homer Street, St. Paul, MN 55116-3232
 651-646-7871 Fax 651-641-0216

To: City of Brooklyn Park
 5200 85th Avenue N
 Brooklyn Park, MN 55443

Date of: June 11, 2025
 Attention: Rick/Mitch
 Project: Submersible Pump
 Location: Well #22

We are pleased to quote you as follows:

Pull, inspect, and recommend repairs needed for your deep submersible well pump #22. Here's a estimated cost to replace the Pump.

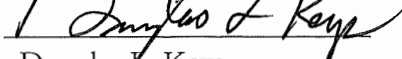
	<u>Unit</u>	<u>Est Qty</u>	<u>Price</u>	<u>Extention</u>
Removal and Reinstall Pump	LS	1	\$ 7,500.00	\$ 7,500.00
Shop Time (disassemble, blast, inspect, splice motor)	HR	20	\$ 125.00	\$ 2,500.00
Submersible pump end (2500gpm @75"TDH)	EA	1	\$ 12,200.00	\$ 12,200.00
Hitachi 60HP 460V 3Ph Submersible Motor	EA	1	\$ 23,800.00	\$ 23,800.00
12" x 20 T&C Drop Pipe	EA	5	\$ 2,500.00	\$ 12,500.00
12" Check Valve	EA	1	\$ 8,000.00	\$ 8,000.00
1/0 w/grd Pump Cable	EA	110	\$ 20.25	\$ 2,227.50
Cable Connectors/Splice Kit	LS	1	\$ 250.00	\$ 250.00
Epoxy coat 2' ID of drop pipe/pump assembly	HR	8	\$ 125.00	\$ 1,000.00

Total estimated cost for submersible pump \$ 69,977.50

Thank You for giving us the opportunity of quoting you. If you have any questions, please call.

Terms: N-30

Quotation valid for 60 days

Quoted By 
 Douglas L. Keys

Accepted _____

Date _____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Richard Luckow Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2	Presented By:	Greg Hoag, Interim Operations and Maintenance Director
Item:	Extend a Supplemental Engineering Agreement with WSB Engineering for Implementing a MPCA Grant for Drinking Water Planning and Design for PFAS		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ TO ACCEPT SUPPLEMENTAL LETTER OF AGREEMENT FROM WSB ENGINEERING TO IMPLEMENT A GRANT FROM THE MINNESOTA POLLUTION CONTROL AGENCY FOR DRINKING WATER PLANNING AND DESIGN FOR PFAS TREATMENT AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT.

Overview:

Perfluoroalkyl and polyfluoroalkyl substances (PFAS) are a very large class of chemicals that include PFOA, PFOS, and GenX chemicals. These have been manufactured and widely used in many industries and consumer applications since the 1940s. Low levels of PFAS have been found in some of the water supply wells of Brooklyn Park. Well #11 exceeds the newly implemented USEPA PFAS standard of 4 parts per trillion (ppt) and is no longer being used. This exceedance affects the water supply capacity for Brooklyn Park. Staff recommends that treatment for PFAS is likely and should be part of all water supply planning discussions.

The Minnesota Pollution Control Agency (MPCA) has a grant program for water suppliers to research and fund options for mitigation of PFAS contamination. The City of Brooklyn Park received a grant award from the MPCA for \$1,085,000 in July 2024 to begin the investigative process and has been working with WSB on solutions for this issue.

Staff is requesting City Council to approve an additional Supplemental Letter of Agreement with WSB in the amount of \$300,000.00. This will be for the continuing study and planning of PFAS impacts on Brooklyn Park Well #11, the Brooklyn Park Water System, investigating solution alternatives, a hydrogeologic study, and conceptual treatment design.

Primary Issues/Alternatives to Consider:

Operations and Maintenance staff recommend continuing to work with WSB for their experience and familiarity with the MPCA PFAS Grant and the Brooklyn Park water supply and treatment system.

Budgetary/Fiscal Issues:

The city has an existing consulting services master agreement with WSB that allows for Supplemental Letter Agreements as proposed. The proposed additional fee of up to \$300,000 will be funded out of the MPCA Drinking Water Planning and Design Grant for PFAS of \$1,085,000. This allows the total MPCA Grant expended funds to be \$530,000, leaving \$555,000 remaining.

Attachments:

- 4.2A RESOLUTION
- 4.2B WSB SUPPLEMENTAL LETTER OF AGREEMENT 12b

RESOLUTION #2025-

RESOLUTION TO ACCEPT SUPPLEMENTAL LETTER OF AGREEMENT FROM WSB ENGINEERING TO IMPLEMENT A GRANT FROM THE MINNESOTA POLLUTION CONTROL AGENCY FOR DRINKING WATER PLANNING AND DESIGN FOR PFAS TREATMENT AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, in April 2024, Minnesota Pollution Control Agency (MPCA) opened a grant solicitation for Drinking Water Planning and Design Grant for PFAS Treatment; and

WHEREAS, Operations and Maintenance staff submitted an application in 2024 for \$1,085,000 from this grant program; and

WHEREAS, in July 2024, MPCA awarded Brooklyn Park a \$1,085,000 grant; and

WHEREAS, the City of Brooklyn Park has an Engineering Services Master Agreement with WSB for work related to the grant, and

WHEREAS, WSB Engineering has extensive knowledge of the Brooklyn Park Water Supply and Treatment System, and

WHEREAS, the initial phase of the agreement with WSB was for \$230,000.00 for initial studies and preliminary design for PFAS removal and treatment, and

WHEREAS, additional study, planning and funds are necessary to evaluate PFAS Solutions, and

WHEREAS, WSB Engineering has proposed an additional Supplemental Letter of Agreement, (12b) for Professional Services for Water Supply and Well #11 PFAS Solution in the amount of \$300,000, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept the Supplemental Letter of Agreement #12b from WSB in the amount of \$300,000.00 for the continuing study and planning of PFAS impacts on Brooklyn Park Well #11, the Brooklyn Park Water System, investigating solution alternatives, a hydrogeologic study, and conceptual treatment design and to authorize the Mayor and City Manager to execute the agreement.



June 10, 2025

Mr. Richard Luckow
Public Utilities Superintendent
City of Brooklyn Park
8300 Noble Ave. N
Brooklyn Park, MN 55443

Re: Supplemental Letter Agreement No. 12.b
Professional Services for Glacial Drift Water Supply PFAS Solution
A. An amendment to Supplemental Letter of Agreement No 12

- Professional Services for Water Supply and Well 11 PFAS Solution
- August 20, 2024

Dear Richard:

The proactive efforts to secure over one million dollars (\$1.085M) in the form an MPCA PFAS Planning and Design Grant was a great success. These funds were designated for a solution to the elevated PFAS levels in Brooklyn Park's glacial drift Well 11.

Funding and Assessment of a Long Term Glacial Drift PFAS Solution:

Testing reveals that PFAS contamination has also become elevated in Brooklyn Park's other glacial drift wells. Because PFAS contamination is mobile, elevated levels can move through an aquifer over time. Consequently, in the future, PFAS treatment might be required for Brooklyn Park's other glacial drift wells.

Thus, it is advisable to assess a PFAS solution that is not limited to Well 11.

Funding agencies support long-term solutions.

Therefore, it is advisable to seek funding and a PFAS solution that is not limited to Well 11.

Engineering Services Goal of this Amendment:

This amendment will:

1. Identify PFAS solutions for your glacial drift wells.
2. Work with funding agencies to secure long-term financing for a glacial drift aquifer PFAS solution.

Approach & Scope:

Phase 1 – Study of Glacial Drift Well PFAS Solution Alternatives:

Kick-off Meeting - Brooklyn Park staff and WSB held a preliminary project success kick off meeting and began assessing:

- What project success will look like
- Challenges to the project's success
- Opportunities the project presents
- Communications Plan with the Funding Agencies

Work Group Meetings - We will continue facilitating collaboration and project success planning with future Work Group Meetings.

Assessment of Selected Alternatives - We will then begin defining solutions and compare selected alternatives via life cycle cost and sensitivity analysis tools.

Richard Luckow
 Letter of Agreement No. 12.b - Professional Services for Glacial Drift Wells PFAS Solution
 June 10, 2025
 Page 2

Example Alternatives include:

- Alternative PFAS Treatment(s) at the existing Water Treatment Plant (WTP) and means to accommodate multiple Glacial Drift Wells with changing PFAS contamination levels
- Alternative Surface Water Sources
- Consecutive System Sources

Phase 2 – Conceptual Design:

WSB will collaborate with Brooklyn Park to create a conceptual design for the Best Fit Solutions. Additionally, we will develop tools and collaborative discussion plans for meetings with funding agencies and work to secure approval and additional funding for Brooklyn Park's comprehensive glacial drift well PFAS solutions.

The resulting conceptual design, approach, and funding will serve as the basis for scoping professional services associated with final design of the selected PFAS solution.

Compensation:

All work under this letter proposal will be governed by the Public Works Consultant Pool - Master Agreement. Compensation for the work will be on an hourly basis. The proposed fee is tabulated below.

This Letter Proposal	Estimated Fee
Phase 1 – Study of Glacial Drift Well PFAS Solutions	\$160,000
Phase 2 – Conceptual Design & Collaboration w/Funding Agencies	\$140,000
Total This Letter Proposal	\$300,000

If you have any questions about this letter agreement, please feel free to call me at 612.258.8152.

Sincerely,
WSB



Steve Nelson, PE
 Director of Water and Wastewater
 612.258.8152

Attachment: MPCA Planning and Design Funds for PFAS Treatment – Grant Application

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance (O&M)
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Marc Culver, City Engineer
Item:	Approve Proposal from Bolton and Menk for Bidding and Construction Services for the Winnetka Ave / Rush Creek Regional Trail Underpass Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 _____ TO APPROVE PROPOSAL FROM BOLTON AND MENK FOR BIDDING AND CONSTRUCTION SERVICES FOR THE WINNETKA AVENUE / RUSH CREEK REGIONAL TRAIL UNDERPASS PROJECT.

Overview:

On April 22, 2024, the City Council approved Supplemental Letter of Agreement #12 with Bolton & Menk, Inc., to prepare plans and specifications for the Winnetka Avenue/Rush Creek Regional Trail Underpass. On May 27, 2025, Council further approved a Cooperative Construction Agreement with Hennepin County and Three Rivers Park District as well as awarded a contract to Veit & Company for the construction of the Winnetka Ave / Rush Creek Regional Trail Underpass project.

The subject project, which constructs a grade separated crossing of the Rush Creek Regional Trail underneath Winnetka Ave (County State Aid Highway 103), is summarized as follows:

The County owns, operates, and maintains Winnetka Avenue in the vicinity of the Rush Creek Regional Trail (RCRT) as County State Aid Highway 103 (CSAH 103). The RCRT is owned by the Three Rivers Park District (TRPD). The current junction of CSAH 103 and the RCRT is at-grade and considered by the City, the TRPD, the public and the County as a hazardous trail crossing due to high traffic volumes and speeds along CSAH 103, high trail usage and limited visibility. The City has been working with these partners for several years to bring this project to construction to finally provide a grade separation at the final high-volume at-grade crossing of the Regional Trail in the City of Brooklyn Park.

In order to provide construction testing and inspection services for the subject project, staff requested a proposal from Bolton & Menk for these services. Bolton & Menk is a current consultant in the City's Consultant Pool and also provided the design services for this project. It is prudent and efficient to work with Bolton & Menk to provide the necessary inspection, bidding and contract administration services for this project.

Bolton & Menk provided the attached proposal for these services in the amount of \$238,094.

Staff recommends the City Council approve the proposal for Bidding and Construction Services with Bolton and Menk, Inc., in the amount of \$238,094.

Primary Issues / Alternatives to Consider:

The proposed work is necessary to legally and effectively deliver this project and meet the requirements of the various funding sources for this project.

Budgetary / Fiscal Issues:

The 2025 CIP for Project 4056 budgets \$2,400,000 in funding for this project. The final cooperative construction agreement with Hennepin County and the Three Rivers Park District identified \$1.27 million in funding from the two agencies with \$1.1 million in MSA funds identified in the CIP for a total project funding of \$2,370,000. With the awarded contract amount, design consultant fees of \$277,778 and the proposed bidding and construction services in the amount of \$238,094 the total cost of the project is \$2,127,210.

Attachments:

- 4.3A RESOLUTION
- 4.3B PROPOSAL
- 4.3C PROJECT LAYOUT

RESOLUTION #2025 -

RESOLUTION TO APPROVE PROPOSAL FROM BOLTON AND MENK FOR BIDDING AND
CONSTRUCTION SERVICES FOR THE WINNETKA AVENUE / RUSH CREEK REGIONAL TRAIL
UNDERPASS PROJECT

WHEREAS, on April 22, 2024, the City Council approved Letter of Supplemental Agreement #12 with Bolton & Menk to prepare plans and specifications for the Winnetka Avenue / Rush Creek Regional Trail Underpass Project; and

WHEREAS, on May 27, 2025, the City Council approved a Cooperative Construction Agreement and awarded a contract to construct the Winnetka Ave / Rush Creek Regional Trail Underpass Project; and

WHEREAS, Bolton & Menk has prepared a proposal for bidding and construction services for the subject project in the amount of \$238,094.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the proposal for bidding and construction services from Bolton and Menk Inc for the Winnetka Ave / Rush Creek Regional Trail Underpass Project and authorize the City Manager to execute the proposal.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509

Fax: (952) 890-8065

Bolton-Menk.com

May 16, 2025

Marcus Culver, PE
City Engineer
5200 85th Avenue N
Brooklyn Park, MN 55443

Re: Winnetka Avenue/Rush Creek Regional Trail (RCRT) Underpass Project
Bidding & Construction Phase Services Proposal

Dear Mr. Culver,

Thank you for providing Bolton & Menk the opportunity to further assist the city with implementation of the Rush Creek Trail Underpass on Winnetka Avenue. We have developed a scope and fee estimate for contract administration for the project. Bolton & Menk will perform all tasks except for material testing, which will be performed by American Engineering Testing (AET). Tasks and expected deliverables are shown below:

Task Description	Deliverables
Task 1: Construction Project Management	
Manage preconstruction, utility coordination, weekly construction meetings	Agendas, attendance rosters, action item logs, and minutes
Review payment vouchers for accuracy and completeness	Signed payment voucher to city project manager
Review preliminary, baseline, look-ahead, and update schedules	Written summary of review notes regarding compliance, change in contract construction status
Oversee and manage NPDES, SWPPP, NOT, contaminated materials, private utilities, project staging, shop drawings, trucking reports, labor compliance, change orders	SWPPP inspection logs, active SWPPP document, manifests, relocation plans, staging schedules, trucking report log, field wage checks, executed change orders, signed request-to-sublet forms
Task 2: Construction Inspection	
Document quantities for payment	Electronic documentation records of quantity for each pay item, payment estimates for construction manager review
Communicate/coordinate with city, county, TRPD, and private entities	Prompt coordination and communication of construction activities to construction manager and local stakeholders, project photos
Submittals/shop drawing	Review for compliance with plans & specs
Task 3: Construction Surveying	
Provide control points, right-of-way boundaries and staking for construction items	Staking calculations, control points, blue tops, right-of-way boundary stakes, slope stakes, curb and gutter, trails, drainage

Task Description	Deliverables
Task 4: Materials Testing	
Test project materials for compliance	Test reports, final QA summaries of testing, tester roster
Task 5: Final Documentation	
Provide final project documentation in accordance with applicable standards	Project documentation, reports, diaries, records, tester roster, final G&B report, materials exceptions summary, punchlist, project acceptance letters, payment records, change orders, final voucher, field labor compliance logs, as-builts

We propose to complete the above services for a total estimated fee of \$238,094. The fee is split between Bolton & Menk (\$209,956) and AET (\$28,138). AET’s fee assumes MnDOT will provide bituminous and concrete plant inspection. Our fees would be billed hourly and would not exceed \$238,094 without prior authorization from the city.

Bolton & Menk has the staff and resources available to begin work on these services upon contract approval. We have included staff that are local to the project and are familiar with the location and design.

Thank you for the opportunity to present this scope and fee letter. We look forward to working with you and your staff on this important project. If you need any additional information or have any questions, please do not hesitate to reach out.

Respectfully submitted,

Bolton & Menk, Inc.



Chad Fowlds, PE
Principal Engineer

CC: David Martini, Bolton & Menk, Inc.
Beth Engum, Bolton & Menk, Inc.

City of Brooklyn Park, Minnesota Rush Creek Trail and Pedestrian Underpass		Bolton & Menk, Inc.								
Task No.	Work Task Description	Project Manager	Lead Inspector	Land Surveyor	Survey Technician	Survey Crew	Construction Administration Support	Principal-in-Charge	Totals	Costs
1.0 Construction Project Management										
1.1	Contract Administration (8 hrs/wk for 22 wks June 1 - Nov 1)	170						6	176	\$39,270.00
1.2	Weekly Administrative Support (2 hrs/wk for 22 wks)						44		44	\$5,720.00
Subtotal Hours - Task 1		170	0	0	0	0	44	6	220	\$44,990.00
2.0 Construction Inspection										
2.1	Full-Time Inspection (daily logs, reports, testing) 8 hrs/wk for 9 wks (Jun 1-Aug 1) 55 hrs/wk for 13 wks (Aug 4- Nov 1)		787						787	\$134,577.00
2.2	Project Preparation (organize field records, project set-up)		16						16	\$2,736.00
2.3	Attend Utility, Preconstruction Meetings	6	16						22	\$4,068.00
2.4	Submittal/shop drawing review	8	26						34	\$6,222.00
Subtotal Hours - Task 2		14	845	0	0	0	0	0	859	\$147,603.00
3.0 Construction Surveying										
3.1	Survey Calculations			4					4	\$788.00
3.2	Set Control Points					6			6	\$1,170.00
3.3	Right-of-Way/Construction Limits				2	10			12	\$2,340.00
3.4	Storm Sewer				2	6			8	\$1,560.00
3.5	Blue Tops				2	4			6	\$1,170.00
3.60	Pedestrian Underpass				4	16			20	\$3,900.00
3.70	Trail					6			6	\$1,170.00
Subtotal Hours - Task 3		0	0	4	10	48	0	0	62	\$12,098.00
4.0 Materials Testing										
4.1	Materials Testing									\$28,138.00
Subtotal Hours - Task 4		0	0	0	0	0	0	0	0	\$28,138.00
5.0 Final Documentation										
5.1	Review As-Built Submittal	1	4		2	3			10	\$1,881.00
5.2	Closeout Documentation, Contractor Coordination	3	4						7	\$1,350.00
5.3	Compilation of Project Files and Submittal to City	2	4						6	\$1,128.00
5.4	Final Payment Application and Support Documentation	1	4						5	\$906.00
Subtotal Hours - Task 5		7	16	0	2	3	0	0	28	\$5,265.00
Total Hours		191	861	4	12	51	44	6	1169	
Average Hourly Rate		\$222	\$148	\$197	\$195	\$195	\$130	\$255		
Subtotal		\$42,402	\$127,428	\$788	\$2,340	\$9,945	\$5,720	\$1,530		
Total Fee									\$238,094	

City of Brooklyn Park, Minnesota Rush Creek Trail and Pedestrian Underpass		Bolton & Menk, Inc.									
Task No.	Work Task Description	Project Manager	Lead Inspector	Land Surveyor	Survey Technician	Survey Crew	Construction Administration Support	Materials Tester	Principal-in-Charge	Total Hours	Total Cost
1.0	Construction Project Management	170	0	0	0	0	44	0	6	220	\$44,990
2.0	Construction Inspection	14	845	0	0	0	0	0	0	859	\$147,603
3.0	Construction Surveying	0	0	4	10	48	0	0	0	62	\$12,098
4.0	Materials Testing	0	0	0	0	0	0	0	0	0	\$28,138
5.0	Final Documentation	7	16	0	2	3	0	0	0	28	\$5,265
Total Hours		191	861	4	12	51	44	0	6	1169	
Average Hourly Rate		\$222	\$171	\$197	\$195	\$195	\$130	\$28,138	\$255		
Subtotal		\$42,402	\$147,231	\$788	\$2,340	\$9,945	\$5,720	\$0	\$1,530		
Total Fee										\$238,094	

April 22, 2025

City of Brooklyn Park
c/o Bolton & Menk, Inc.
5200 85th Avenue North
Brooklyn Park, MN

Attn: Marc Culver, PE – City Engineer
marc.culver@brooklynpark.org

RE: Quality Assurance Testing Proposal
CSAH 103 and Rush Creek Trail Reconstruction
S.A.P. 110-020-045
Brooklyn Park, Minnesota
AET Proposal No. P-0042791

Dear Mr. Culver:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to Chad Fowlds request (from Bolton & Menk, Inc. (BMI)) on April 16, 2025, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Brooklyn Park (the City) will be performing a street and trail reconstruction project during the 2025 construction season. Construction is anticipated to begin summer, 2025, and be completed by fall, 2025. The project area will include the CSAH 103 (Winnetka Ave North) and the Rush Creek Trail intersection. The project may be funded with a mix of state aid and municipal funds otherwise it will be funded with only City funds.

Plans and Specifications were prepared by BMI. We understand Construction Inspection and Contract Management of the project will be performed by BMI.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration, dated March 14, 2025 (AET Project No. P-0034850). Reference should be made to that report for more details regarding site conditions and recommendations.

PROJECT APPROACH

During the construction improvements, AET will provide experienced MnDOT certified Engineering Technicians to perform sampling and material testing services in accordance with the 2024 State Aid for Local Transportation Schedule of Materials Control (2024 SALT SMC) and project specific testing requirements referenced in the Project Manual. For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

We assume that the City will contract with MnDOT Metro Inspections for bituminous and concrete plant monitoring. However, for the purpose of this proposal we have included optional bituminous and concrete plant monitoring.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with BMI on similar projects and the scope of services requested in the RFP, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized BMI field personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2024 SALT SMC. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill
- Embankment Fill

The MnDOT Dynamic Cone Penetrometer will be used to test compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2024 SALT SMC.

AET will perform the sampling of the soils, granular materials and Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. BMI personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Box Culvert Bridge Soil Testing

During placement of fill around the box culvert, a Technician II will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using a nuclear density gauge.
- MnDOT Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests and direct shear test (if requested).

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick up companion samples provided by the contractor, during each day of paving, and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyration Mix Properties as follows:

- Gyration Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Coarse Aggregate Angularity, One Face (ASTM D5821)

AET assumes that BMI will utilize the MnDOT program to determine random core locations of bituminous based on information regarding tonnage (lot sizes) and pavement placement patterns. We also assume BMI personnel will mark the core locations in the field. This proposal does not incorporate the time and cost to mark the core locations or to determine random core locations. These services can be provided at your request. BMI will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample
- The density of each layer of the core sample

Bituminous Plant Inspection ~ *optional*

When placement of the bituminous pavements begins, an experienced, MnDOT Certified Engineering Technician will be at the bituminous plant on a full-time basis to observe the contractor sampling and testing of the bituminous lab samples. We will also collect verification samples in the field or at the plant and they will be tested as described in the previous section.

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2024 SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards (100 cubic yards for bridge mixes) of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met. Control cylinders will be cast at BMI or the contractor's request.

We have assumed BMI personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

Concrete Plant Inspection ~ *optional*

AET will verify the concrete plant has been certified prior to the beginning of work and perform concrete plant inspections during construction. We will also collect verification samples for coarse and fine aggregate gradations, as required by the 2024 SALT SMC, and deliver them to our St. Paul laboratory for testing.

REPORTING

AET staff will prepare reports for BMI and the City to review. These reports will include the results of our field and laboratory testing as performed per the 2024 SALT SMC and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared and made available upon request. Upon completion of the project, AET will provide BMI with a MnDOT Materials Exception Report for submission to the office of State Aid for certification of the project. BMI has requested AET review the Contractor's Incentive/Disincentive reports.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2025 projects.

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost is **\$28,138.00 or \$34,854.00** with the optional plant inspections. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET

to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

American Engineering Testing



Ryan S. Schaefer

Geologist II/Project Manager

rschaefer@teamAET.com

651-603-6639



Robert D. Anderson

CMT Transportation Sector Lead

randerson@teamAET.com

612-685-3079

Please initial one of the following fees:

Base Cost Estimate, \$28,138.00: _____

Base Cost Estimate with Plant Inspection, \$34,854.00: _____

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0042971

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

Attachments: Materials Testing Estimate
Construction Service Agreement – Terms and Conditions
Certificate of Insurance
W9



**Materials Testing Estimate for CSAH 103 and Rush Creek Trail Reconstruction – 2024 SALT SMC
SAP 110-020-045; Brooklyn Park, Minnesota**

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests	Cost per Test (\$)	Cost (\$)
Common Embankment	CY	12,906	2	5	Proctor (1/soil type)	1	195.00	195.00
					Specified Density Nuclear Gauge (1/4,000 CY)	6	44.00	264.00
					Relative Moisture (1/10,000 CY, 10 max)	2	56.00	112.00
Storm Sewer	LF	616	4	10	Proctor (1/soil type)	3	195.00	585.00
					Transverse Storm Sewer Culverts, Specified Density Nuclear Gauge (1 per 2' fill)	1	44.00	44.00
					Longitudinal Trenches, Specified Density Nuclear Gauge (1/300'2' fill)	12	44.00	528.00
					Relative Moisture (1/10,000 CY, 10 max)	4	56.00	224.00
Select Granular Embankment	CY	4,758	1	3	Gradation (1/40,000 CY)	1	142.00	142.00
					Proctor (1/soil type)	1	195.00	195.00
					Specified Density Nuke Gauge (1/6,000 CY, test rolled)	3	44.00	132.00
					Relative Moisture (1/10,000 CY, 10 max)	1	56.00	56.00
Aggregate Surfacing Class 1 Note 1	CY	78	0	0	Gradation (2 per lot, 1 lot ≤ 2,000 CY)	0	142.00	0.00
					Road, Penetration Index DCP (1/500 CY)	0	66.00	0.00
					Relative Moisture (1/1,000 CY, 10 max)	0	56.00	0.00
					Percent Crushed (1/source, if required)	0	225.00	0.00
					LAR (1/source, if required)	0	195.00	0.00
					Insoluble Residue (1/source, if required)	0	640.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)	0	492.00	0.00
Bitumen Content (Engineer's discretion)	0	303.00	0.00					
Aggregate Base Class 5 Note 5	CY	1,630	1	3	Gradation (2 per lot, 1 lot ≤ 2,000 CY)	2	142.00	284.00
					Road, Penetration Index DCP (1/1,500 CY, test rolled)	3	66.00	198.00
					Walks and Trails, DCP (1/500 feet)	0	66.00	0.00
					Relative Moisture (1/1,000 CY, 10 max)	2	56.00	112.00
					Percent Crushed (1/source, if required)		225.00	0.00
					LAR (1/source, if required)		195.00	0.00
					Insoluble Residue (1/source, if required)		640.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)		492.00	0.00
Bitumen Content (Engineer's discretion)		303.00	0.00					
Fine Aggregate Bedding (Box Culvert)	CY	360	1	3	Gradation (1/source)	1	142.00	142.00
					Proctor (1/soil type)	1	195.00	195.00
					Specified Density Nuke Gauge (1/300'2' LF)	3	44.00	132.00
					Relative Moisture (1/10,000 CY, 10 max)	1	56.00	56.00
Box Culvert (testing of Select Granular and Structural Backfill)	LF	274	10	25	Proctor (1/soil type)	2	195.00	390.00
					Gradation (1/40,000 CY) - Select Granular Modified Material	2	142.00	284.00
					Specified Density Nuclear Gauge (1/300'2' fill)	30	44.00	1,320.00
					Direct Shear Test, granular soil (if requested; proctor require		612.00	0.00
Bituminous - SP WE/NW	TON	1,908	2	4	MnDOT Gyration Mix Properties (1/day/mix type)	2	656.00	1,312.00
					Companion Core Density & Thickness	8	59.00	472.00
Bituminous - 3" Trail	TON	269	1	2	MnDOT Gyration Mix Properties (1/day/mix type)	1	656.00	656.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter	CY	±70	4	12	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below			
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cys/300 CY)	20	44.00	880.00
					Concrete sample pick up from job site	4	105.00	420.00

Concrete - Bridge	CY	268	6	18	Plastic Concrete Testing (1 set of tests/100 CY) -Included in hourly rate see below			
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cyls/100 CY) & Field Cures	36	44.00	1,584.00
					Concrete sample pick up from job site	6	105.00	630.00
Bituminous & Concrete Plant Inspection			10	36	Concrete Gradation (1 per day)	8	142.00	1,136.00
					Bit. & Concrete Plant Inspection, Tech. III -Included in hourly rate see below			
Tech. II Trips and Time			32	85			Subtotal =	11,544.00

Notes:

1. For grading and base materials, per the 2024 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Material quantities are estimated based upon Statement of Estimated Quantities, conversions, and plans.
3. Number of bituminous samples, cores, and trips assumes 2 days of paving (800 to 1000 tons of bituminous per day). Assumes testing of all companion cores and no longitudinal density cores.
4. We have not included time for marking bituminous core locations or for determining the random bituminous core locations.
5. Construction Note G: Walkways to be uniformly compacted as per the quality compaction requirements of 2106.3.G.2.

Time and Mileage	Unit	Rate (\$)	Quantity	Cost
Mileage, Personal Automobile/Truck	Mile	1.35	1,440	1,944.00
Technician II	Hour	120.00	85	10,200.00
Concrete & Bit Plant Inspection, Tech. III Optional	Hour	140.00	36	5,040.00
Engineer II, Final Project Summary Report	Hour	200.00	8	1,600.00
Engineer II, Project Management	Hour	200.00	12	2,400.00
Project Administrator	Hour	90.00	5	450.00
			Subtotal =	16,594.00

Estimate prepared by: **Ryan Schaefer**

Total Cost Estimate =	28,138.00
Optional, Total Cost Estimate with Plant Inspection =	34,854.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement **AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET’s measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

10.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation,

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company of America INSURER C: Travelers Property Casualty Company of America INSURER D: Charter Oak Fire Insurance Company INSURER E: Continental Casualty Company INSURER F:

INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804
--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9H9151012543G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE
25-26

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) American Engineering Testing, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 550 Cleveland Ave. N. 6 City, state, and ZIP code St. Paul, MN 55114 7 List account number(s) here (optional)	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1		0	9	7	7	5	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New













Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

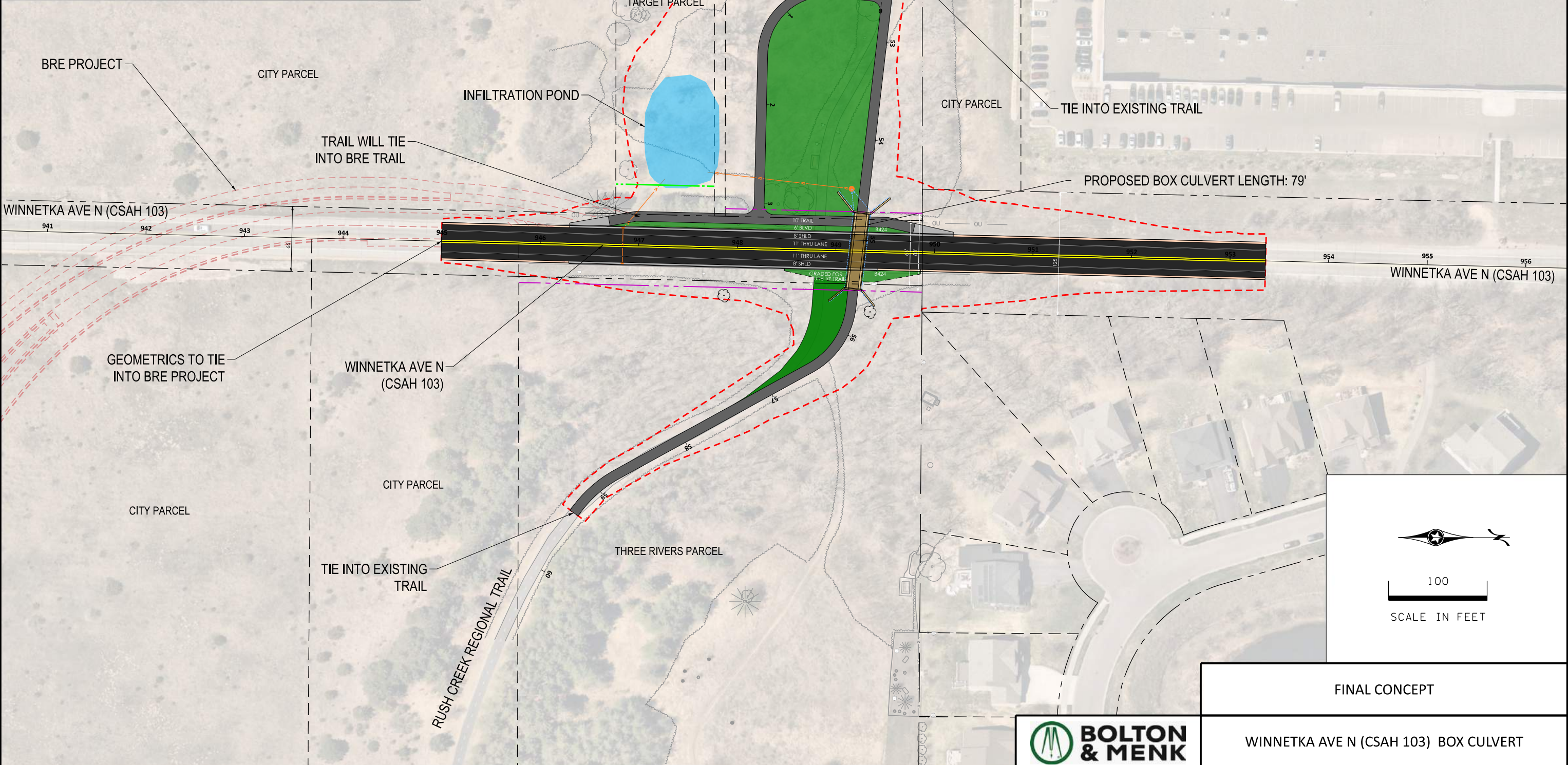
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

LEGEND

-  EXISTING PAVEMENT
-  RAISED CONC. MEDIAN, CURB & GUTTER, WALK
-  PROPOSED TRAIL
-  BOULEVARD/GRASS AREA
-  EXISTING TRAIL
-  PARCEL LINES
-  EXISTING RIGHT OF WAY
-  STORM PIPE
-  DRAIN TILE
-  CONSTRUCTION LIMITS
-  BRE PROPOSED R/W
-  PROPOSED ROADWAY R/W ON TRPD PROPERTY



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FINAL CONCEPT

WINNETKA AVE N (CSAH 103) BOX CULVERT



City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance (O&M)
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Marc Culver, City Engineer
Item:	Approve Amendment to Supplemental Letter of Agreement #12 with Bolton and Menk, Inc., to Prepare Plans and Specifications for the Winnetka Avenue / Rush Creek Regional Trail Underpass Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025 _____ TO APPROVE AMENDMENT TO SUPPLEMENTAL LETTER OF AGREEMENT #12 WITH BOLTON AND MENK, INC., TO PREPARE PLANS AND SPECIFICATIONS FOR THE WINNETKA AVENUE / RUSH CREEK REGIONAL TRAIL UNDERPASS PROJECT.

Overview:

On April 22, 2024, the City Council approved Supplemental Letter of Agreement #12 with Bolton & Menk, Inc., to prepare plans and specifications for the Winnetka Avenue/Rush Creek Regional Trail Underpass in the amount of \$168,178.

The subject project, which constructs a grade separated crossing of the Rush Creek Regional Trail underneath Winnetka Ave (County State Aid Highway 103), is summarized as follows:

The County owns, operates, and maintains Winnetka Avenue in the vicinity of the Rush Creek Regional Trail (RCRT) as County State Aid Highway 103 (CSAH 103). The RCRT is owned by the Three Rivers Park District (TRPD). The current junction of CSAH 103 and the RCRT is at-grade and considered by the City, the TRPD, the public and the County as a hazardous trail crossing due to high traffic volumes and speeds along CSAH 103, high trail usage and limited visibility. The City has been working with these partners for several years to bring this project to construction to finally provide a grade separation at the final high-volume at-grade crossing of the Regional Trail in the City of Brooklyn Park.

Over the course of the past year, Bolton & Menk has been working closely with City staff as well as Hennepin County and Three Rivers Park District to design the project and prepare final plans and specifications. During the course of that activity several factors led to the increase in the scope of the original proposal and required additional time and resources to meet the needs and requirements of the parties involved in this project. The attached amendment from Bolton & Menk details the added activities and associated cost. The proposed amendment is the amount of \$110,600 increasing the total design cost to \$278,778.

The bulk of the added effort was the result of the box culvert for the underpass being installed at a higher elevation than originally planned due to higher water table elevations than expected. This resulted in the need to reconstruct a longer section of Winnetka Ave than anticipated and to redesign the stormwater facilities. During the project development we also decided to acquire additional land from Target Corporation for a storm water treatment basin that also wasn't originally anticipated.

The original budget for this project was \$2,370,000 which was funded with \$1,100,000 of Municipal State Aid funds, \$500,000 from Hennepin County and up to \$770,000 from the Three Rivers Park District. On May 27, 2025, the City Council awarded a contract for the construction of this project in the amount of \$1,610,338. With

the construction administration fees of \$238,094 (item 4.3 on this Council Agenda) and the amendment for design services, the total project cost is \$2,127,210, which remains under the 2025 CIP Budget for this project.

Staff recommends the City Council approve the amendment to Supplemental Letter of Agreement #12 with Bolton and Menk, Inc., in the amount of \$110,600.

Primary Issues / Alternatives to Consider:

1. The amendment details extra work which was required to deliver this project to the requirements of Hennepin County and Three Rivers Park District and the overall needs of the project.

Budgetary / Fiscal Issues:

The 2025 CIP for Project 4056 budgets \$2,400,000 in funding for this project. The final cooperative construction agreement with Hennepin County and the Three Rivers Park District identified \$1.27 million in funding from the two agencies with \$1.1 million in MSA funds identified in the CIP for a total project funding of \$2,370,000. With the awarded contract amount and revised consultant fees the total cost of the project is \$2,127,210.

Attachments:

- 4.4A RESOLUTION
- 4.4B BOLTON AND MENK AMENDMENT
- 4.4C PROJECT LAYOUT

RESOLUTION #2025-

RESOLUTION TO APPROVE AMENDMENT TO SUPPLEMENTAL LETTER OF AGREEMENT #12 WITH BOLTON AND MENK, INC., TO PREPARE PLANS AND SPECIFICATIONS FOR THE WINNETKA AVENUE / RUSH CREEK REGIONAL TRAIL UNDERPASS PROJECT

WHEREAS, Hennepin County owns and maintains Winnetka Avenue as CSAH 103 in the vicinity of the Rush Creek Regional Trail (RCRT) and the Three Rivers Park District (TRPD) owns the RCRT with the junction of CSAH 103 and the RCRT located within the City of Brooklyn Park, and

WHEREAS, the City of Brooklyn Park, Hennepin County and the TRPD all consider the existing at-grade junction of CSAH 103 and the RCRT as a significant safety hazard for pedestrians and bicyclists and would like to upgrade the junction to a grade separated crossing, and

WHEREAS, the City Council approved Letter of Supplemental Agreement #12 with Bolton & Menk to prepare plans and specifications for the Winnetka Avenue / Rush Creek Regional Trail Underpass Project in the amount of \$168,178; and

WHEREAS, during the course of the design of the project in coordination with Hennepin County and TRPD, changes were necessary to meet the standards and requirements of the partner agencies that were outside the scope of the original agreement; and

WHEREAS, Bolton & Menk has prepared an amendment to the original agreement detailing the extra resources and costs associated with those changes in the amount of \$110,600.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the amendment to the letter of supplemental agreement with Bolton and Menk Inc., to prepare the plans and specifications for the proposed CSAH 103 / RCRT Grade Separation Project (CIP 4056) and authorize the City Manager to execute the amendment.



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 – Suite E130
Oakdale, MN 55128

Phone: (651) 704-9970
Bolton-Menk.com

June 16, 2025

Mr. Marcus Culver, PE
City Engineer
5200 85th Avenue N
Brooklyn Park, MN 55443

RE: Winnetka Ave/Rush Creek Regional Trail (RCRT) Underpass Project
Amendment Request #1 (revised)

Dear Marcus,

The need has arisen to perform services not anticipated and therefore not included in our original contract for professional design services for the Winnetka Avenue/RCRT Underpass Project. Per the information provided herein, there are many reasons for the necessary additional services, including site conditions, coordination with nearby projects, and three agencies being involved in the project development process. The city also requested that we provide bidding services.

Prior to project design, the project construction cost was estimated at \$1.5 million. The current engineer's estimate is \$2.4 million. The plan set includes 137 pages, 51 more than originally anticipated based on the Mississippi Gateway Regional Park Underpass project, a similar box culvert project prepared by Bolton & Menk. Additional services required are detailed below by task.

Task 1: Project Management/Agency Involvement

Given the increased project cost/size as described above, additional management and oversight effort in the form of day-to-day project management, administration, and coordination was required. This includes added QA/QC time in response to the increased size of the construction plan set. **(\$4,000)**

Our project contract scope included 5 Project Management Team (PMT) meetings and 5 agency meetings for a total of 10. The project design phase included a total of 14 meetings and consisted of:

- Six (6) PMT meetings (kick-off meeting in-person)
- Two (2) city staff only meetings
- One (1) utility meeting
- Site meeting for tree removal (in-person)
- Three Rivers Park District (TRPD) specialty signs and specifications meeting
- Hennepin County fiber relocation meeting
- Detour coordination meeting with 109th Avenue project team
- Xcel Energy relocations meeting

Additional fee is requested for scheduling, preparing for, and attending the four added meetings. **(\$4,800)**

Name: Winnetka Ave/RCRT Underpass Project

Date: June 16, 2025

Page: 2

Task 1 Amendment Request: (\$8,800)

Task 3: Survey, Mapping, Right-of-Way, and Utilities

Additional survey services were required resulting in two additional mobilizations and more field and processing effort than anticipated at the time of contract execution. The following is a summary of this additional work:

- A project goal was to minimize changes to the CSAH 103 profile of CSAH 103 and therefore the length of reconstruction required to accommodate the underpass. Due to the presence of shallow groundwater, the box culvert could not be buried as deep as originally anticipated resulting in greater length of roadway to be reconstructed and double the project footprint.
- Tree removal was planned to occur with the construction contract and therefore be included in the plans for bidding. Once it became clear that the construction contractor would not be onsite to clear trees prior to the March 31 deadline for tree removal (based on protection of long-eared bats which are an endangered species), city staff decided to proceed with a separate tree removal contract. Per City staff direction, our surveyors staked out the clearing limits and existing right-of-way so potential bidders could visit the site and understand how many trees were needed to be cleared through the wooded sections.

Task 3 Amendment Request: \$6,900

Task 4: Environmental/Federal Aid DCP Process

Project funding was originally anticipated to include Federal Regional Solicitation funds. The city was unable to successfully transfer such funds from another project, therefore development of a Project Memorandum/CATEX for environmental documentation was not required resulting in a project savings.

Task 4 Amendment Request: -\$9,000 (credit)

Task 5: Bridge Plans – Structural Engineering

Plans were initially developed to include symmetrical headwalls to reduce custom rebar and corner detailing. After the 30% submittal, it was requested that the wings on the east side be modified to an asymmetrical configuration such that Rush Creek Regional Trail could remain fully open to pedestrians and bicyclists during project construction. Plans and reinforcement details were substantially progressed with wing walls designed at a 30-degree angle to make this possible. TRPD later agreed to allow a trail detour around the project area, which allowed for the wing walls to return to this original, preferable (from both a constructability and aesthetic standpoint) configuration at a 45-degree angle. This resulted in re-design and re-detailing the cast-in-place wing walls to achieve this desirable symmetry of the underpass design.

Task 5 Amendment Request: \$7,000

Task 6: Final Design – Plan Production

Tasks not included in the original contract scope were required resulting in additional analysis, design, modeling, and plan production. These additional services are detailed below:

Name: Winnetka Ave/RCRT Underpass Project

Date: June 16, 2025

Page: 3

- The original scope of work did not include a concept design/evaluation phase. During the early project design stages, differing agency approaches as well as consistency with the future BLE improvements resulted in the need to conceptually design and estimate costs for three alternatives with various CSAH 103 typical sections/levels of improvement. This included analysis of differing State Aid standards for urban/suburban/rural designs. **(\$13,600)**
- The original design included a stormwater pond on TRPD property as a temporary condition until construction of Metro Transit's Blue Line Extension (BLE) project which would accommodate runoff from this project area. Following the 60% plan submittal, the project team determined a different, long-term approach was necessary. The ultimate design included rerouting drainage to a different downstream outlet and a pond on the Target parcel acquired by the city for the project. Our team prepared this new design which required additional analysis, calculations, and grading, and storm sewer design **(\$12,400)**
- As described under Task 3 above, we prepared stand-alone tree removal plans including multiple iterations and coordination with representatives from all three agencies regarding tree condition, whether certain trees could be saved, etc. We also modified sheets within the main plan set to delete tree removals and bid items. **(\$6,000)**
- With a project goal of minimizing changes to CSAH 103, the length of reconstructed roadway was anticipated to be 300'. The actual length of reconstructed roadway was 1,000 necessitating 17 additional plan sheets. **(\$25,500)**
- Bolton & Menk led additional coordination and file sharing with the BLE team throughout project development to ensure the southerly limits of our project construction on CSAH 103 aligned with their proposed improvements. **(\$4,700)**
- We prepared plans for a local detour for traffic utilizing Xylon Street, which was included in our original contract scope. The project team decided a regional detour using 109th Avenue was also needed resulting in 3 additional plan sheets and specifications and coordination with Hennepin County's 109th Avenue project team to ensure maintenance of traffic approach and plans were compatible and consistent. We also prepared 1 additional plan sheet and specifications for a trail detour. **(\$7,100)**
- It was assumed that milestone submittals of contract documents would occur at 60%, 95%, and 100% plan stages as is typical for city projects. Hennepin County required an additional submittal at the 90% completion stage requiring additional coordination and production as well as addressing another round of plan review comments. **(\$12,500)**
- We prepared plan details and specifications for replacement of the TRPD trail kiosk (sign and lighting infrastructure) which resulted in 3 additional plan sheets. **(\$5,600)**

Task 6 Amendment Request: \$87,400

New Task: Bidding Services

City staff has requested that we provide bidding services for the project, which were not included in our original contract. These services include:

- Prepare the Advertisement for Bid, including submittal to the local paper of record
- Prepare digital files for contractors
- Respond to contractor questions/requests for information (RFIs)
- Tabulate bids and prepare award letter

Name: Winnetka Ave/RCRT Underpass Project

Date: June 16, 2025

Page: 4

- Prepare three addenda

Bidding Services Amendment Request: \$9,500

We respectfully request an amendment to the contract in the amount of **\$110,600**. Our amended design fee is in line with the project construction cost estimate of \$2.4 million given that the work included conceptual evaluation and design and structural design, and that multiple agencies were fully involved in project design development.

Please contact me at 651-341-0847 or beth.engum@bolton-menk.com if you have any questions regarding this information.

Sincerely,

Bolton & Menk, Inc.















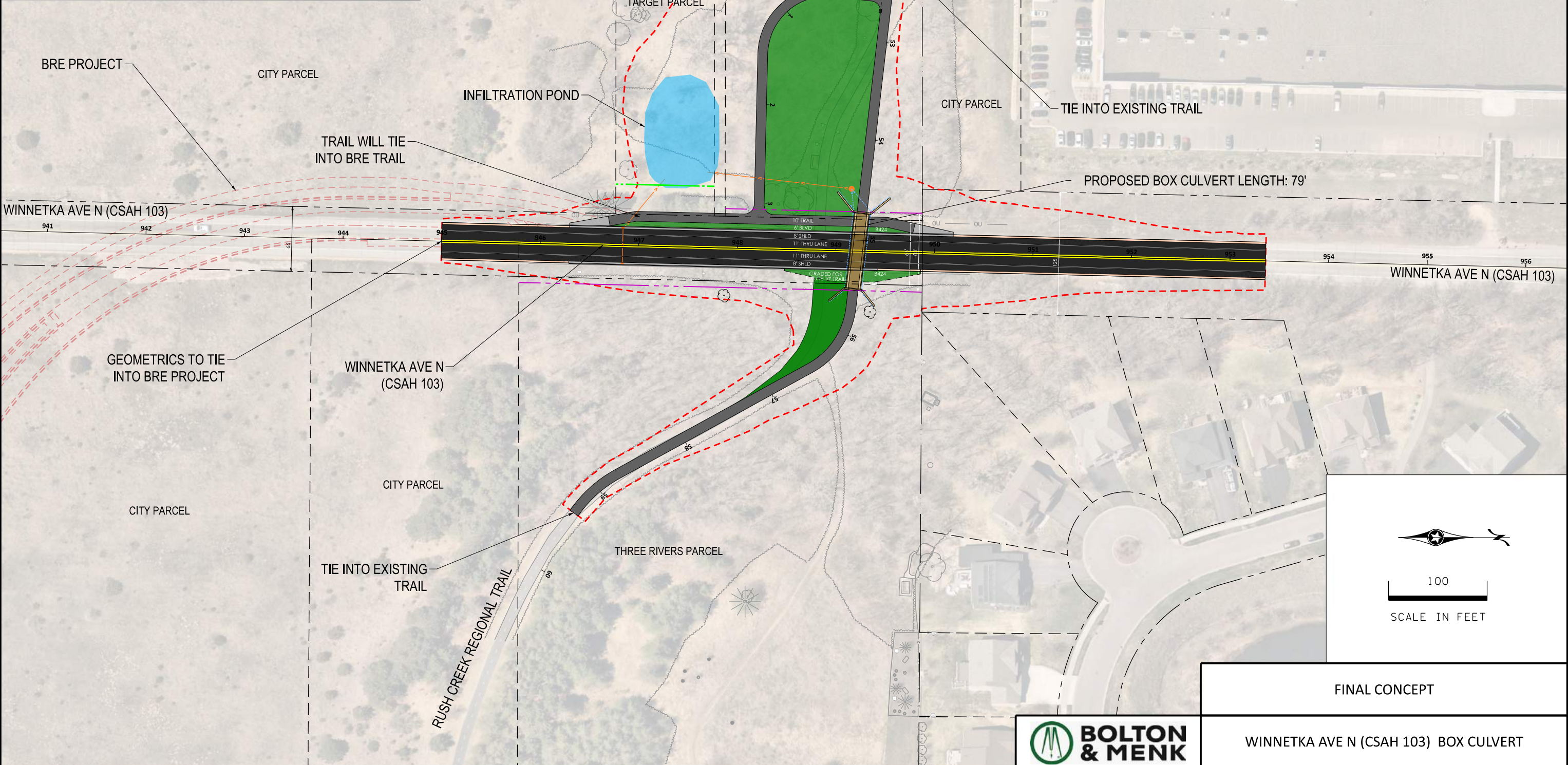
Beth A. Engum, PE

Transportation Senior Project Manager | Principal

CC: Nathan Stanley, Bolton and Menk, Inc.

LEGEND

-  EXISTING PAVEMENT
-  RAISED CONC. MEDIAN, CURB & GUTTER, WALK
-  PROPOSED TRAIL
-  BOULEVARD/GRASS AREA
-  EXISTING TRAIL
-  PARCEL LINES
-  EXISTING RIGHT OF WAY
-  STORM PIPE
-  DRAIN TILE
-  CONSTRUCTION LIMITS
-  BRE PROPOSED R/W
-  PROPOSED ROADWAY R/W ON TRPD PROPERTY



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FINAL CONCEPT

WINNETKA AVE N (CSAH 103) BOX CULVERT



City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Marc Culver, City Engineer
Item:	Approve Change Order #1 to the 2025 Street Overlay Project 4001-25		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO APPROVE CHANGE ORDER #1 TO THE 2025 STREET OVERLAY PROJECT 4001-25

Overview:

On March 10th, 2025, the City Council awarded the 2025 Street Overlay Project CIP #4001-25, to C.S. McCrossan Construction, Inc. in the amount of \$1,678,183.70. Of this amount, \$1,528,476.93 is for the mill and overlay of public streets which is funded via the City's Franchise Fee (the remaining amount for parks and facilities parking lots is funded through other projects and funds). The 2025 CIP for this project identified \$3,000,000 from the franchise fee as funding for this project.

Given the favorable bids this year and the remaining budget for the 2025 Franchise Fee expenditures, City staff approached C.S. McCrossan and asked if they would be able to add additional streets to the 2025 program. After some consideration it is recommended that 85th Avenue east of Highway 252 and several streets in the eastern part of the Orchard Trail neighborhood would be added to the 2025 Street Overlay Project.

The change order from the contractor uses the bid prices from the overall project and equals an addition of \$185,287.85 to the contract. This represents an increase of 11% of the original contract amount.

Primary Issues/Alternatives to Consider:

The overall project is necessary to meet the goal to provide continuous infrastructure preservation and improvement. The addition of streets to the 2025 program allows the City to leverage remaining funds in the 2025 budget and favorable prices from the contractor.

Operations & Maintenance staff recommend approval as presented.

Budgetary/Fiscal Issues:

The proposed change order of \$185,287.85 is 11% of the original contract amount of \$1,678,183.70, of which \$1,528,476.93 is funded by the franchise fee. In the 2025 CIP Budget, \$3,000,000 was allocated from the Franchise Fee fund for the CIP Project 4001-25. With this action we still be well under budget for this item.

Attachments:

- 4.2A RESOLUTION
- 4.2B CHANGE ORDER
- 4.2C MAP OF ADDED STREET SEGMENTS

RESOLUTION #2025

RESOLUTION TO APPROVE CHANGE ORDER #1 TO THE STREET OVERLAY PROJECT CIP #4001-25

WHEREAS, the 2025 Street Overlay Project was awarded by the City Council on March 10, 2025 to C.S. McCrossan Construction, Inc. in the amount of \$1,678,183.70; and

WHEREAS, the bids reflected pricing that was well under budget for the 2025 Street Overlay Project; and

WHEREAS, staff was able to identify and prepare additional streets for the mill and overlay treatment and C.S. McCrossan is willing to add additional street segments to the project using bid pricing; and

WHEREAS, the proposed change order is the amount of \$185,287.85 representing 11% of the original contract amount; and

WHEREAS, staff is recommending that the City take advantage of the favorable bid pricing and remaining funding in the 2025 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Change Order #1 to the 2025 Street Overlay Project to C.S. McCrossan Construction Inc. in the amount of \$185,287.85 and authorize the City Manager to execute the change order.



7865 Jefferson Hwy, Maple Grove, MN 55369
Phone: 763.425.4167
Website: www.mccrossan.com

To: City Of Brooklyn Park	Contact:
Address: 5200 85TH AVE N Brooklyn Park, MN 554434300	Phone: 763.424.4938
Project Name: CO #1 - Brooklyn Park - Neighborhood Streets & 4 Parking Lots	Bid Number: CIP 4001-25
Project Location:	Bid Date: 6/16/2025
Addendum #: 1	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2232	Mill Bituminous Surface (1.75" across entire surface)	19,032.00	SY	\$1.00	\$19,032.00
2	2360	MnDOT 2360 Bituminous Mixture - SPWEA240B	2,295.00	TON	\$71.50	\$164,092.50
3	2357	Bituminous Material for Tack Coat	1,335.00	GAL	\$0.01	\$13.35
4	4	Mobilization/Traffic Control	1.00	LS	\$2,150.00	\$2,150.00

Total Bid Price: \$185,287.85

Notes:

- This proposal and prices quoted herein are expressly conditioned on the parties reaching agreement on acceptable subcontract terms and conditions, including but not limited to, scope, payment, schedule, bonding, and other material requirements that would relate to the work referenced herein, as well as the terms and conditions stated below, which must be included in any subcontract terms and conditions:
- Traffic Control would include the necessary Road Work Ahead Signs and Flagging Signs.
- Retainage not to exceed the amount held by Owner on CSM Items.
- This quote does not include any valve or structure adjustments.
- This quote does not include any grading or aggregate base.
- Unless detailed in plans or specifications; all patching will be paid as time and materials.
- Subcontract must be issued within 30 days or pricing is subject to change.
- No Cold Weather Paving; if required to pave in cold weather, additional costs would apply.
- Payment & Performance Bond Included @ 0.5%
- Payment would be per measured quantities.

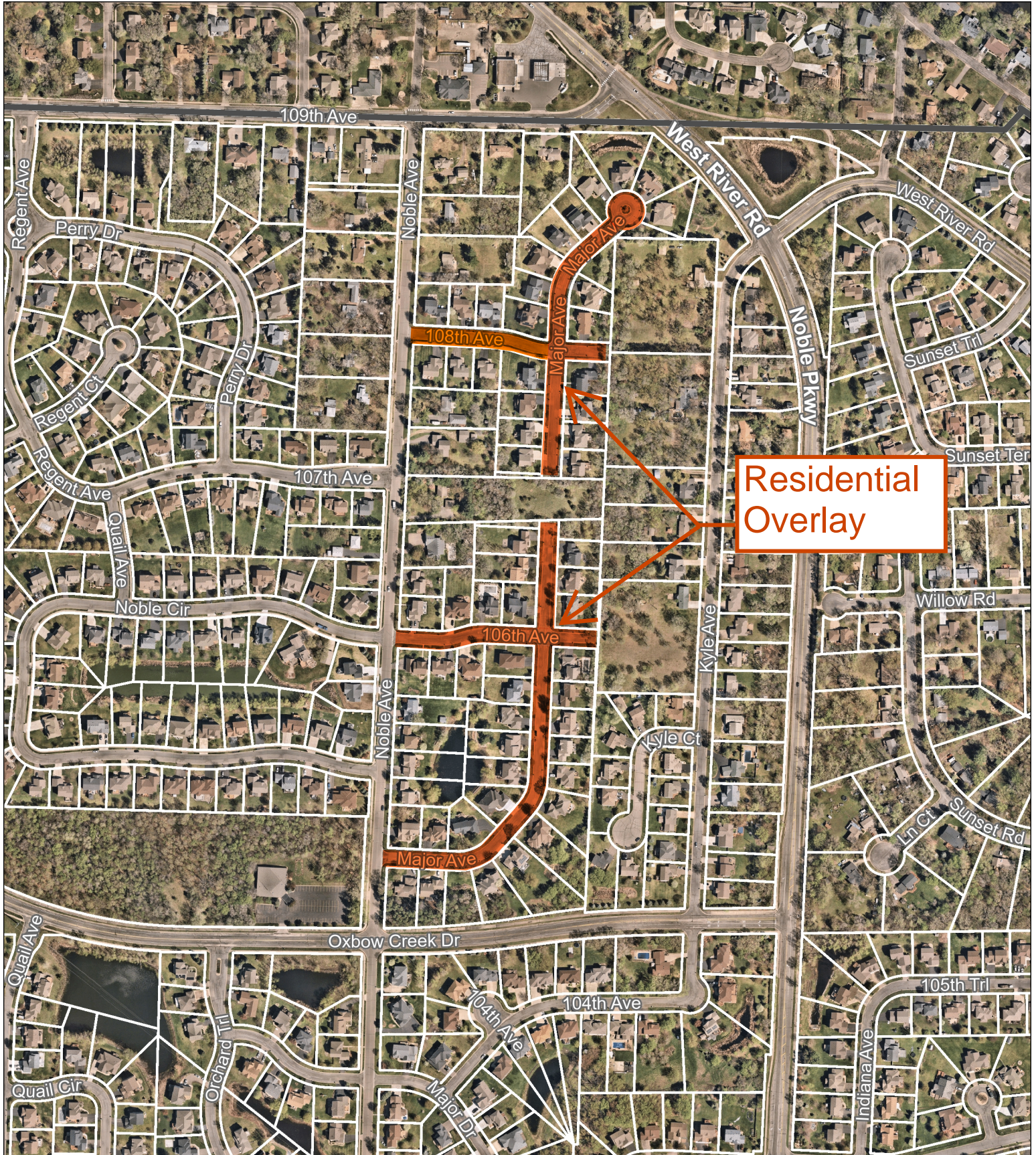
Payment Terms:

Payment due within 10 days after payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: C. S. McCrossan Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Justin Engelman justin.engelman@mccrossan.com</p>
---	---

2025 Street Overlay Project CO #1 Added Streets

6/17/2025



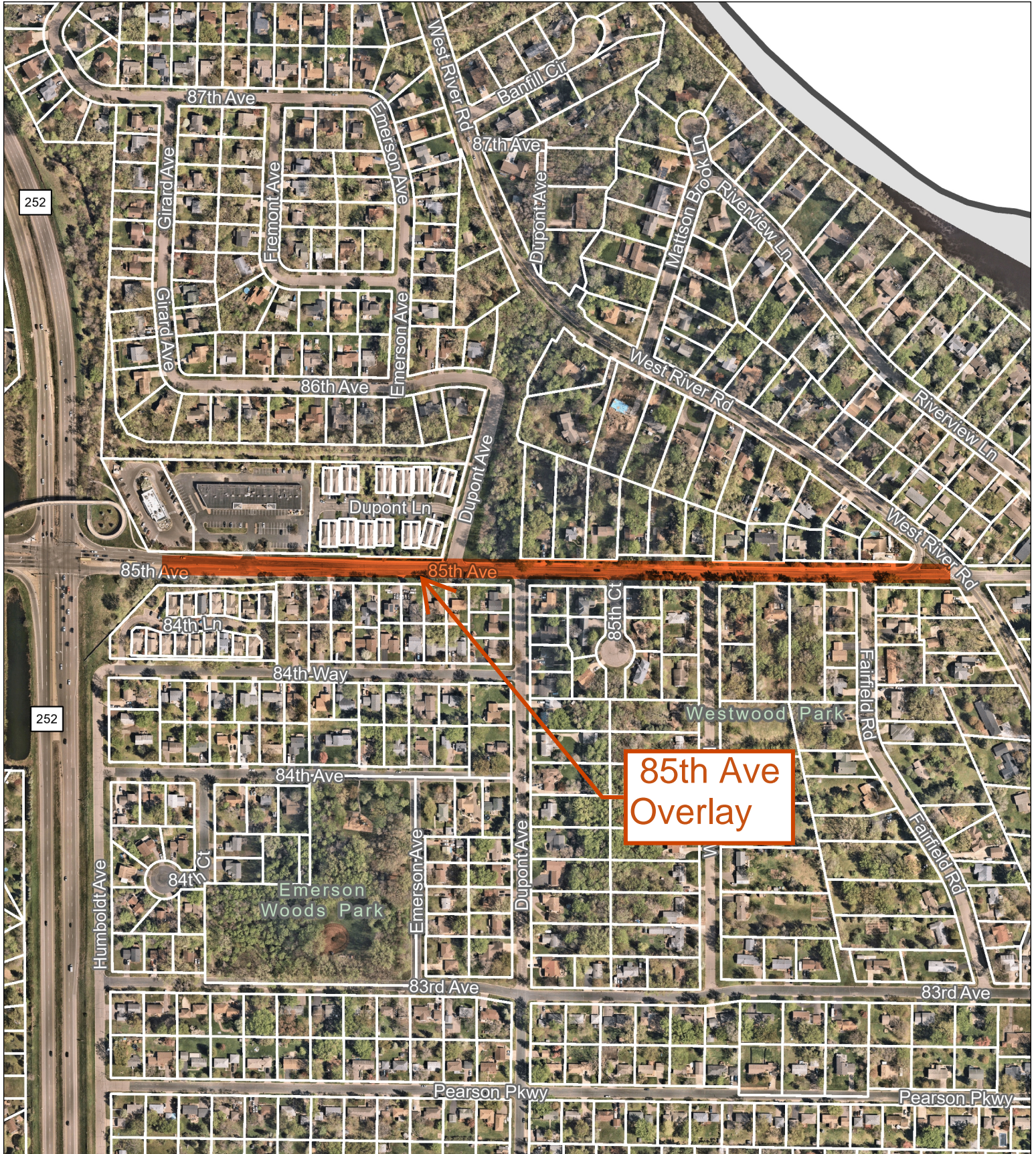
Map Scale = 1:4,800

400 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

2025 Street Overlay Project CO #1 Added Streets

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City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	June 23, 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 St. Gerard's Church for their Corn Fest to be held August 8-9, 2025, at 9600 Regent Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR ST. GERARD'S CHURCH FOR THEIR CORN FEST TO BE HELD AUGUST 8-9, 2025, AT 9600 REGENT AVENUE NORTH

Overview:

St. Gerard's church is hosting their annual festival on August 8, 2025, from 5 p.m. to 10 p.m. and August 9, 2025, from 3 p.m. to 10 p.m. on parish grounds, 9600 Regent Avenue N. A special event permit application has been submitted and covers various aspects of the event to ensure that proper procedures are in place for the sale and consumption of alcohol on the premises.

The Community Development Department approved the application on June 16, 2025, and the Police Department has completed their investigation of the applicant. There are no known code violations at the property and staff recommends approval of this Temporary On-Sale Liquor license.

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

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Coordinator
Ordinance:	N/A		
Attachments:	1	Presented By:	Chief Mark Bruley, Police
Item:	Donation to the Liberian National Police		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ AUTHORIZING THE DONATION OF USED AND OUTDATED EQUIPMENT TO THE LIBERIAN NATIONAL POLICE.

Overview:

The Brooklyn Park Police Department has a longstanding relationship with the Liberian National Police. The Police Department is seeking Council approval to provide a donation of used and outdated equipment to the Liberian National Police. The donation includes squad car equipment that does not fit into our newer vehicles along with old uniforms from which the patches have been removed. A full list of the items proposed for donation is included in the resolution.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.7A RESOLUTION

RESOLUTION #2025-

RESOLUTION AUTHORIZING THE DONATION OF USED AND OUTDATED EQUIPMENT TO THE
LIBERIAN NATIONAL POLICE

WHEREAS, the Brooklyn Park Police Department has a longstanding relationship with the Liberian National Police; and

WHEREAS, the Police Department seeks to donate used and outdated equipment to the National Police; and

WHEREAS, the following list of items is proposed for donation:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the donation of used and outdated equipment to the Liberian National Police.

Quantity	Item
7+ 1 cracked	Light Bars
5	Push bumpers
5	Partitioners
4 Pair	Rear window Guards
13	Control Boxes
4 Sets	LPR Cameras
	misc wires
4	Visor Lights
12	Side Light markers
5	Center council
12	Plastic rear back seats (year and model specific)(Unknown which)
1	Squad gun lock
4 or more	Misc old style MDC mounts
4	Misc armrest and armrest printers
48	Helmets
50	Light Blue Uniforms
50	Dark Blue Uniforms
18	SWAT Carriers
10	Light Blue Uniform Shirts Long
7	Light Blue Uniform Shirts Short
59	Dark Blue Uniform Shirts Long
38	Dark Blue Uniform Shirts Short
17	Dark Blue Uniform Pants
2	Khaki Uniform Pants
1	Mutlicam BDU Pant
1	BDU Shirt
25	Uniform Jacket
1	BDU Jacket
1	Uniform Sweater
5	Dark Blue Uniform Polo Long
4	Black Uniform Polo Long
5	Dark Blue Uniform Polo Short
1	Black Uniform Polo Short
2	Boiler Suite
5	Uniform Turtleneck
9	Internal Vest Carrier
34	External Vest Carrier

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	XX	Prepared By:	Matt Hayes-Regan, Associate Planner
Ordinance:	N/A		
Attachments:	5	Presented By:	Paul Mogush, Planning Director
Item:	DEV25-110 (BAPS Mandir) Conditional Use Permit (CUP) Applications		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RELIGIOUS INSTITUTION LOCATED AT 8700 WYOMING AVE N, BROOKLYN PARK, MN 55445.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RECTORY FOR A RELIGIOUS INSTITUTION LOCATED AT 8700 WYOMING AVE N, BROOKLYN PARK, MN 55445.

Summary:

BAPS Shri Swaminarayan Mandir, Minneapolis (hereafter BAPS Mandir) has submitted a CUP application to use 8700 Wyoming Ave N as a religious institution. BAPS Mandir is also requesting a CUP for the operation of a rectory in the same building as the Mandir.

Future Land Use Plan	Business Park LRT Station Area
Current Zoning	Business Park
Proposed Zoning	No proposed change
Site Area	8.71 acres
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 146 notices were mailed to properties within 500 feet, A Neighborhood email was sent to the Commerce neighborhood.
60- and 120- Days (§15.99)	June 26, 2025; August 25, 2025

Planning Commission:

The Planning Commission held a public hearing on June 11, 2025 at their regular meeting. An area business owner spoke during the public hearing and had his questions answered by Staff. The Planning Commission voted unanimously to recommend approval of the conditional use permits as presented.

Previous Approvals:

8700 Wyoming Ave is one parcel located in the Enterprise Park addition. Enterprise Park was established in October 1991. A CUP allowing the operation of a religious institution has not been previously granted for this property.

Land Use/Zoning and Overlay:

The property is located in the City's Business Park (hereafter BP) District. The zoning code defines the BP district as

“areas in which to locate businesses that enhance the city's tax base, have few customers coming to the site, but may have a large employee base, involve manufacturing, warehousing, office uses, and other accessory retail and service uses offered on site to service the primary use or their employees. The properties and buildings in this district must be designed to promote a campus-like setting that exhibits a landscape theme and high-quality exterior building materials” (§152.604(A)).

The zoning code defines religious institutions as: “a building or campus in which worship, ceremonies, rituals, and education pertaining to a particular system of beliefs are held” (§152.105). Religious institutions as a principal use in nonresidential districts are allowed conditionally via a CUP. Additionally, BAPS Mandir is requesting a CUP for a rectory to be constructed within the current principal structure. Rectories are allowed as an accessory use exclusive to religious institutions.

An overlay is not associated with this property.

Zoning designations of the adjacent properties include Multiple family (R-4) District to the east and BP to the south, west and north.

Conditional Use Permit:

Pursuant to §152.305 of the zoning code, Planning Commission and City Council shall consider the following factors when making its determination on a conditional use permit application:

- **Consistency with the Comprehensive Plan.**

The 2040 Comprehensive Plan land use designation of this property is Business Park (BP). The Plan defines BP as:

Largely single-use areas that have a consistent architectural style with a mix of employment-oriented use types. These uses may include office, mixed light industrial, limited retail, research and development, and uses of similar impact. With an increased focus on job creation, warehousing and distribution centers will be permitted if approved by the City as a part of a master plan. The scale of development in these areas is commensurate with their proximity to highways and major transportation corridors. Appropriate connections to transit should be included in Business Park developments (2040 Comprehensive Plan, 3-21-22).

This proposed use is described in the Comprehensive Plan as a “place of worship.” This property and proposed use satisfies the medium to large scale and medium to high intensity used for Institutional Districts in the 2040 Descriptions.

- **Traffic generation, volume, and safety associated with the use and driveway location on adjacent roads, sidewalks, and trail connections.**

BAPS Mandir is proposing to utilize the existing site conditions on the property. This includes utilizing connections to and from Wyoming Ave located in the northwest and southwest locations of the property.

The institution would be open daily with varying hours with weekday hours generally being from 7:30 am to noon and from 4:00 pm to 8:00 pm and weekend hours generally being from 7:30 am to 8:00 pm. Per their application, BAPS Mandir anticipates 10-20 people for their weekday morning and evening services. Sunday's service schedule anticipates 200 – 300 people between 10:00 am to 8:00 pm.

BAPS Mandir anticipates traffic during these hours to be minimal, as most members travel to and from the Mandir as families, typically with 3 to 4 people per vehicle.

The City Transportation Engineer has reviewed the typical schedule provided and does not have any concerns with the proposal. Staff also note that traffic will happen outside of peak traffic hours in the BP District. Staff do not have concerns about traffic that will be generated at this location.

- **The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage, and lighting.**

The property has 232 total parking spaces, 225 of which are standard spaces and 7 of which are accessible spaces.

Table 152.1019.2 outlines the minimum parking spaces for nonresidential uses. Religious institutions are included in the assembly, banquet, convention halls or convention centers use which requires 1 parking space for each 2.5 seats based on the design capacity in the main assembly area, plus parking figured separately for additional gymnasiums, banquet rooms, meeting rooms, offices, and other multi-use spaces. It also requires 0.05 bicycle parking spaces per person.

The attendance counts provided demonstrate that the parking demands are adequately met.

- **The provision of adequate public infrastructure to the site where the use is proposed.**

Staff believe there is adequate public infrastructure for the site and do not anticipate the need for additional public services at the site or for the proposed use.

- **The ability to screen and buffer incompatible off-site impacts of the proposed use on adjacent property and the surrounding neighborhood.**

The existing trash enclosure will continue to be utilized. The exterior area housing the waste enclosure has been reviewed by Planning Staff and they determined that it meets the City's code requirements.

- **The degree that the site or building associated with the proposed use meets or exceed the architectural design standards for the district in which it is located.**

Previous permit approvals suggest that the building and site have met and continue to meet the required architectural design standards. While an expansion of the existing building is not being proposed at this time, any future expansion will need to meet the site plan review standard requirements in the zoning code.

- **Compliance with any other applicable section of this chapter or the city code.**

In addition to the zoning code requirements referenced in this report, religious institutions are also a specific principal use listed in §152.903, the section that sets the regulations for nonresidential performance standards. The performance standards religious institutions are to comply with include:

- (1) Architectural materials allowed for religious institutions shall follow the regulations for nonresidential districts (see § 152.1005).
- (2) Residential districts. Places of worship may only be located on sites located directly at the intersections of two collector streets or along an arterial street as designated in the Comprehensive Plan.
- (3) An office for a religious institution is considered an office use provided no worship services, events, or the like are conducted on site.
- (4) Places of worship with additional uses operating concurrently with a worship service must be figured into parking requirements.
- (5) Places of worship may conduct worship and educational programs as permitted accessory uses in public schools in all zoning districts outside of normal school instructional hours. Formal site plan review as described in § 152.303 is not required.

Planning Staff have reviewed the plan against these requirements, and they determined that the requirements are either met or are not applicable.

The Applicant will also need to meet the standards of the City's Building Code and Fire Code.

The required findings of §152.305 have been met and the Planning Staff recommends approvals of the CUP requests.

Conditions of Approval for the Operation of a Religious Institution at 8700 Wyoming Ave N:

1. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.
2. Signage must comply with all requirements of City Code Chapter 150: Signs.
3. The property must remain compliant with Title VII: Traffic Code of the City's Code
4. The property must remain compliant with Title IX: General Regulations of the City's Code.
5. The property must remain compliant with Title XI: Business Regulations of the City's Code.
6. The property must remain compliant with the Minnesota State Fire Code.
7. This resolution must be recorded with the Hennepin County Recorder's office.
8. If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.

Conditions of Approval for the Operation of a Rectory at a Religious Institution at 8700 Wyoming Ave N:

1. All requirements for the Conditional Use Permit (CUP) approving the operation of a religious institution at 8700 Wyoming Ave N must be consistently met.

2. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.
3. Signage must comply with all requirements of City Code Chapter 150: Signs.
4. The property must remain compliant with Title VII: Traffic Code of the City's Code
5. The property must remain compliant with Title IX: General Regulations of the City's Code.
6. The property must remain compliant with Title XI: Business Regulations of the City's Code.
7. The property must remain compliant with the Minnesota State Fire Code.
8. This resolution must be recorded with the Hennepin County Recorder's office.
9. If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code

Staff Recommendation:

Staff recommend approval of the CUPs as presented, subject to the provisions in the draft resolutions.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

1. Recommend approval of the CUPs with modifications.
2. Recommend denial of the CUPs based on certain findings.

Attachments:

- 4.8A RELIGIOUS INSTITUTION CONDITIONAL USE PERMIT RESOLUTION
- 4.8B RECTORY CONDITIONAL USE PERMIT RESOLUTION
- 4.8C LOCATION MAP
- 4.8D APPLICATION MATERIALS
- 4.8E PC MINUTES

RESOLUTION #2025-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RELIGIOUS
INSTITUTION LOCATED AT 8700 WYOMING AVE N, BROOKLYN PARK, MN 55445

Planning Commission File # 25-110

WHEREAS, Vitulkumar Patel, of BAPS Shri Swaminarayan Mandir, Minneapolis, has made an application for a Conditional Use Permit under the provisions of Chapter 152 of the Code of Ordinances on property legally described as:

See EXHIBIT A

WHEREAS, the zoning of the property is Business Park in which religious institutions are conditional uses; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby granted for the operation of a religious institution at 8700 Wyoming Ave N as legally described in the attached EXHIBIT A, subject to the following conditions:

1. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.
2. Signage must comply with all requirements of City Code Chapter 150: Signs.
3. The property must remain compliant with Title VII: Traffic Code of the City's Code
4. The property must remain compliant with Title IX: General Regulations of the City's Code.
5. The property must remain compliant with Title XI: Business Regulations of the City's Code.
6. The property must remain compliant with the Minnesota State Fire Code.
7. This resolution must be recorded with the Hennepin County Recorder's office.
8. If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.

This resolution expires one year from the date of approval unless all conditions are met. This resolution must be recorded with the Hennepin County Recorder's office within one year of the date of approval. The approvals can be revoked if not in compliance with the conditions stated above.

EXHIBIT A

Lot 2, Block 1, Enterprise Park

RESOLUTION #2025-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RECTORY AT A RELIGIOUS INSTITUTION LOCATED AT 8700 WYOMING AVE N, BROOKLYN PARK, MN 55445

Planning Commission File # 25-110

WHEREAS, Vitulkumar Patel, of BAPS Shri Swaminarayan Mandir, Minneapolis, has made an application for a Conditional Use Permit under the provisions of Chapter 152 of the Code of Ordinances on property legally described as:

See EXHIBIT A

WHEREAS, the zoning of the property is Business Park in which religious institutions are conditional uses; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby granted for the operation of a rectory as an exclusive accessory use to the religious institution at 8700 Wyoming Ave N as legally described in the attached EXHIBIT A, subject to the following conditions:

1. All requirements for the Conditional Use Permit (CUP) approving the operation of a religious institution at 8700 Wyoming Ave N must be consistently met.
2. All requirements of the International Building Code (IBC) must be satisfied before the space may be occupied, including obtaining a building permit, paying all necessary fees, completing work, and obtaining a Certificate of Occupancy.
3. Signage must comply with all requirements of City Code Chapter 150: Signs.
4. The property must remain compliant with Title VII: Traffic Code of the City's Code
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EXHIBIT A

Lot 2, Block 1, Enterprise Park

From: [Lovin, Austin @ Minneapolis](#)
To: [Schindel, Maxx @ Bloomington](#)
Cc: [Swartz, Dan @ Minneapolis](#)
Subject: FW: Property: 8700 Wyoming Ave, Brooklyn Park
Date: Thursday, May 15, 2025 10:36:26 AM
Attachments: [image001.png](#)

Maxx- See below. Thank you for your patience.

Austin Lovin | First Vice President
CBRE | Industrial & Logistics
4400 West 78th Street, Suite 200, Bloomington, MN 55435
T 612 336 4255 | C 641 352 0359
austin.lovin@cbre.com | www.cbre.com

From: Schick Christian (OPE1) <Christian.Schick@syntegon.com>
Sent: Thursday, May 15, 2025 10:32 AM
To: Lovin, Austin @ Minneapolis <Austin.Lovin@cbre.com>
Subject: Property: 8700 Wyoming Ave, Brooklyn Park

External

“We, the current fee simple owner of 8700 Wyoming Ave N, Brooklyn Park, MN 55445, consent to BOCHASANWASI SHRIAKSHAR PURUSHOTTAM SWAMINARAYAN SANSTHA – MID-ATLANTIC, INC. (“Buyer”) submitting a CUP application to the City of Brooklyn Park as it relates to the Property.”

Best regards

Christian Schick
Vice President Operations - Americas (OPE-AM)



April 22nd, 2025

Re: Re: Conditional Use Permit (CUP) at 8700 Wyoming, Ave N, Brooklyn Park, MN 55445

Matt Hayes-Regan & Planning Team

We are looking to purchase 8700 Wyoming, Ave N, Brooklyn Park, MN 55445 to use as the BAPS Shri Swaminarayan Mandir – a Hindu Place of Worship.

The property, Property ID: 18-119-21-41-0011, is in the Business Park District (BP).

A place of worship is only permitted by approval of a Conditional Use Permit (CUP) in the Business Park District (BP). We are looking to apply for a Conditional Use Permit which would allow a place of assembly, a place of worship and place of residence for our priest as a use by-right. We will conform to City of Brooklyn Park § 152.903(M) NONRESIDENTIAL PERFORMANCE STANDARDS, PRINCIPAL USES *Religious Institutions under the Land Use Code*.

We aim to make interior alterations to the building to serve our needs.

Outlining our typical weekly use may make it easier to demonstrate our needs. Our Hindu temple is a peaceful and quiet place of worship, open daily with varying hours. On weekends, the temple is open from 7:30 AM to 8:00 PM, while on weekdays, it operates from 7:30 AM to Noon and 4:00 PM to 8:00 PM.

Weekday attendance for morning and evening prayer services ranges between 10-20 people. Our primary weekly prayer services are held on Sundays, with an expected attendance between 200 and 300 individuals. Traffic during these hours is minimal, as most of our congregation travels to and from the temple as families, typically with 3 to 4 people per vehicle.

A typical Sunday service schedule is as follows:

10:00 AM to Noon: The first group of volunteers arrives to worship our deities in the Prayer Hall, prepare meals, and set up for the day's services.

Around 1 PM: High school and college-aged members arrive to worship our deities and attend their service from 1:30 PM to 3:00 PM in classrooms. Many of these members later lead the children's service.

3:00 PM: Family members, including senior citizens and young children, arrive to worship our deities in the Prayer Hall. They attend their respective services from 3:30 PM to 6:00 PM, followed by dinner.

After Dinner: Volunteers assist with cleanup before departing.

Our current parking facilities are sufficient for all events specified in our calendar, based on historical attendance estimates.

On a few special festive occasions, our attendance can range between 450-500 depending on weather, etc.

Our highest-attendance event, Diwali/the Hindu New Year, gets about 800 people staggered throughout the day from 7:30 AM to 9:00 PM, ensuring that worshipers do not arrive all at once.

Our forecast growth in membership within 10-15 years would be around 500-550 members.

Sincerely,
Vitul Patel, Development lead, BAPS.



Tushie Montgomery Architects
7645 Lyndale Ave S Suite 100
Minneapolis, MN 55423

Prepared For



BAPS Shri Swaminarayan Mandir
2300 Freeway Blvd, Brooklyn
Center, MN 55430

Project

BAPS Temple
Tenant Improvement
8700 Wyoming Ave N,
Brooklyn Park MN, 55445

Phase
CUP Application

Issuance

Pricing Set	04.23.2025
...	...
...	...
...	...

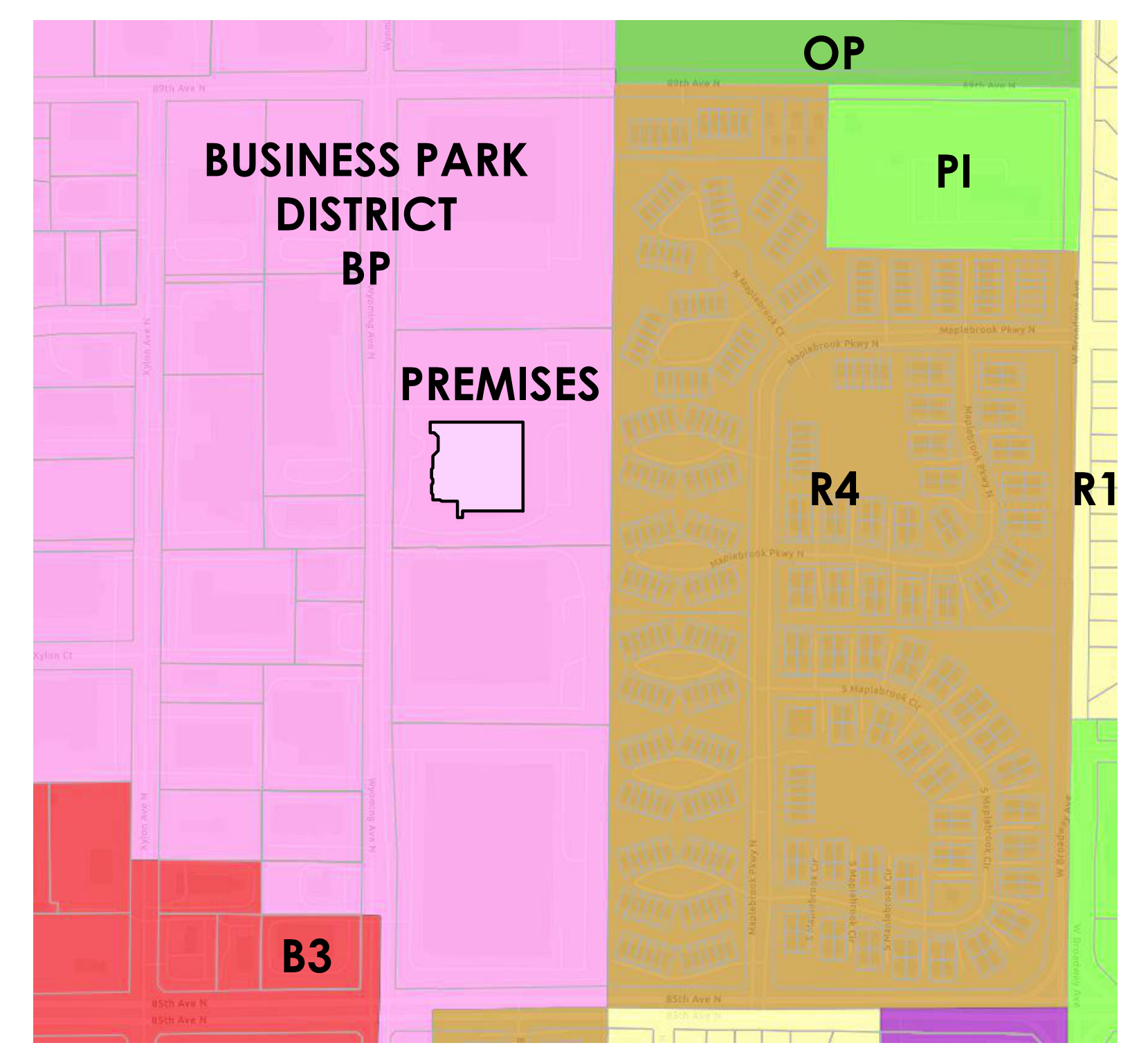
Revisions

225054A
Existing Site

A0.0
© 2025 Tushie Montgomery & Associates, P.C.



2 | Aerial Plan
SCALE: 1" = 400'-0"



3 | Zoning Plan
SCALE: 1" = 400'-0"

PROPERTY ID: 18-119-21-41-0011

ZONING

CURRENT ZONING: BP, BUSINESS PARK

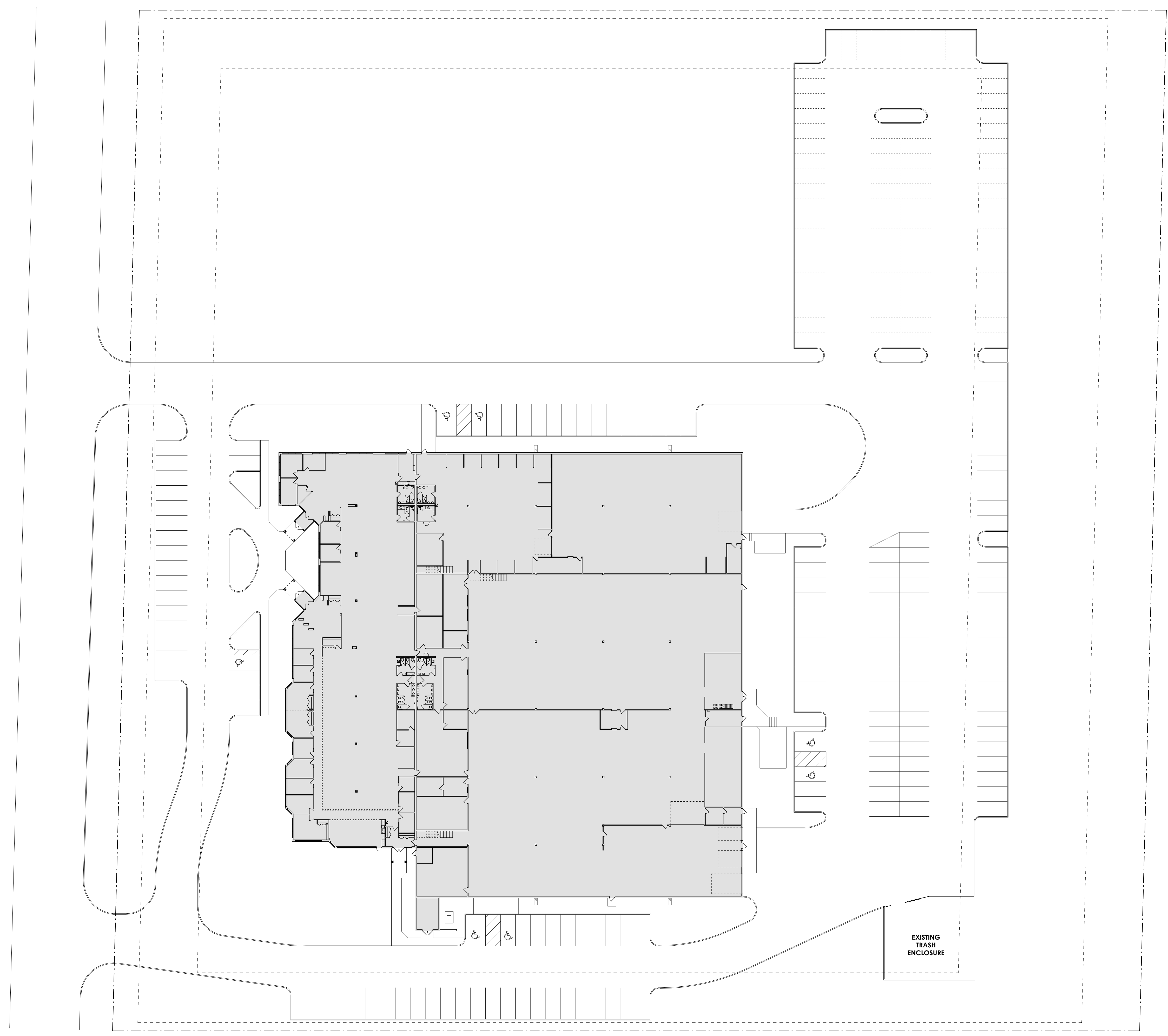
PROPOSED ZONING: CUP TO ALLOW ASSEMBLY/ WORHSIP/ RESIDENTIAL

SITE SUMMARY (EXISTING) (APPROX.)

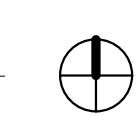
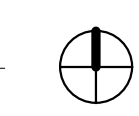
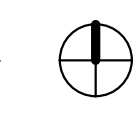
SITE AREA	379,579 SF	100%
BUILDING AREA	69,123 SF	18%
PAVED AREA	115,114 SF	30%

EXISTING PARKING SUMMARY

ACCESSIBLE SPACES	7
STANDARD SPACES	225
TOTAL SPACES	232



1 | Existing Site
SCALE: 1" = 30'-0"





Tushie Montgomery Architects
7645 Lyndale Ave S Suite 100
Minneapolis, MN 55423

Prepared For



BAPS Shri Swaminarayan Mandir
2300 Freeway Blvd, Brooklyn
Center, MN 55430

Project

**BAPS Temple
Tenant Improvement**
8700 Wyoming Ave N,
Brooklyn Park, MN, 55445

Phase

CUP Application

Issuance

Pricing Set 04.23.2025

Revisions

225054A

Code

A0.1

CODE SUMMARY:

PROPOSED OCCUPANCIES/ ANTICIPATED AREAS: (FINAL TBD IN SEPARATE PERMIT)

USE	AREA	OCC. TYPE
ADMINISTRATION (OFFICES)	1,800 SF	B
AKSHARIPITH (BOOK/ SNACK STORE)	1,500 SF	M
BUILDING SUPPORT (ELECTRICAL ROOMS ETC.)	4,250 SF	S-1
CIRCULATION (HALLS & FOYERS)	7,500 SF	-
CLASSROOMS	5,280 SF	A-3
CONFERENCE ROOMS	1,600 SF	A-3
GYMNASIUM	6,000 SF	A-3
DINING HALL	4,800 SF	A-2
KITCHEN	3,000 SF	A-2
PRAYER HALL	3,200 SF	A-3
SABHA HALL (ASSEMBLY HALL)	12,400 SF	A-3
PUJARI NIVAS (RESIDING PRIEST RESIDENCE)	1,750 SF	R-3
SANT NIVAS (VISITING SAINT GUEST ROOMS)	2,400 SF	R-3
MEZZANINE (STORAGE)	7,474 SF	S-1
UNUSED SPACE	13,393 SF	TBD
TOTAL FLOOR AREA	76,547 SF	

TYPE OF CONSTRUCTION II-B
TOTAL BUILDING FOOTPRINT 69,123 SF
BUILDING IS SPRINKLERED

IBC TABLE 506.2 ALLOWABLE AREAS
506.3.3 AMOUNT OF INCREASE:
60' CLEAR ALL SIDES = 75% OF NS AREAS

OCC. TYPE	ALLOWABLE AREA	ALLOWABLE INCREASE	TOTAL AREA	PERCENTAGE AREA IBC 508.4.2
A-2	38,000 SF	7,125 SF	45,125 SF	7,800/ 45,125 = 0.173
A-3	38,000 SF	7,125 SF	45,125 SF	28,680/ 45,125 = 0.636
B	92,000 SF	17,250 SF	110,250 SF	1,800/ 110,250 = 0.016
M	50,000 SF	9,375 SF	59,375 SF	1,500/ 59,375 = 0.025
R-3	UL	UL	UL	UL
S-1	70,000 SF	13,125 SF	83,125 SF	4,250/ 83,125 = 0.051
S-1 MEZZ	70,000 SF	13,125 SF	83,125 SF	7,474/ 83,125 = 0.090
TOTAL				0.991 < 1

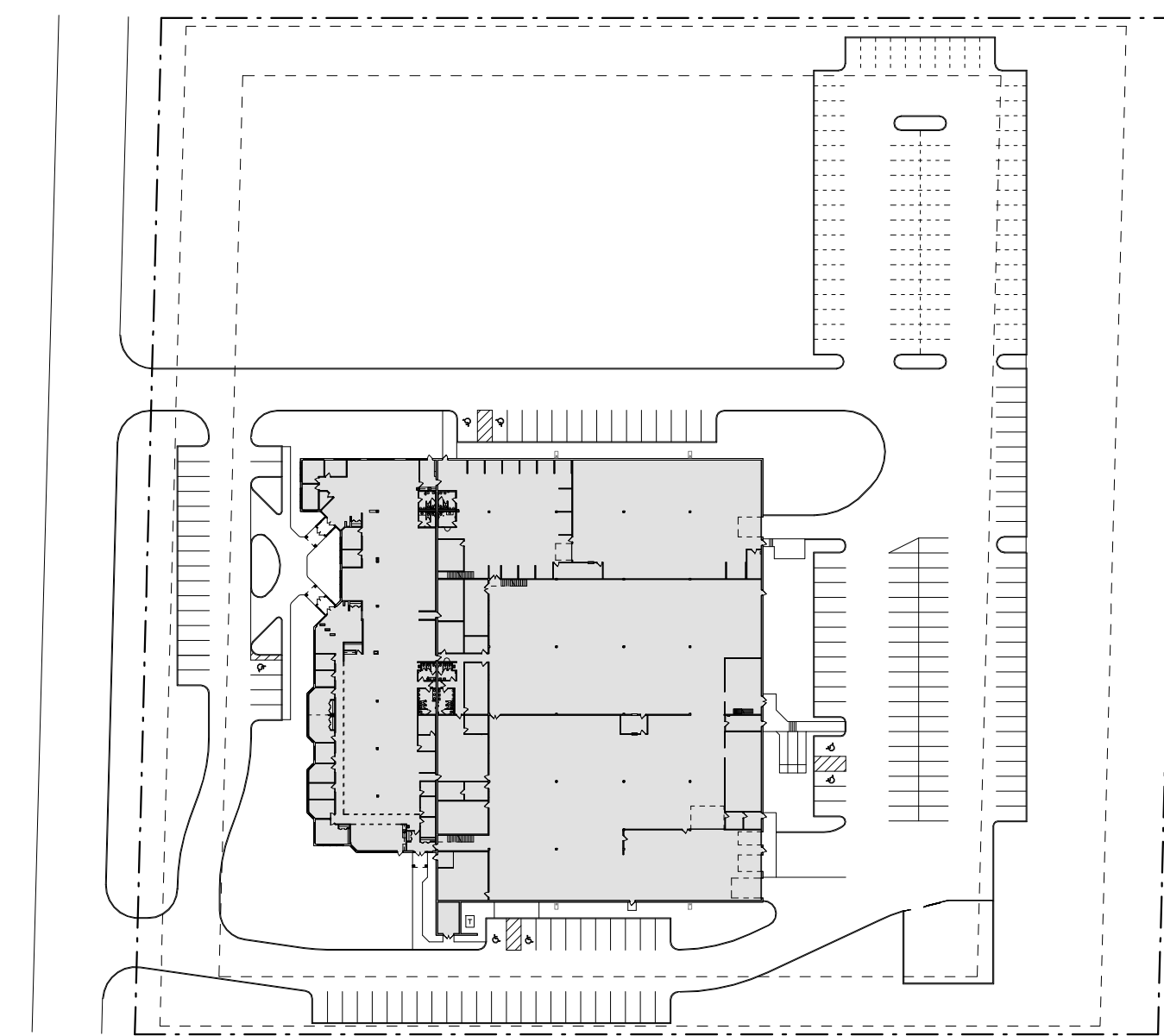
IBC TABLE 508.4 SEPARATED OCCUPANCIES

A TO B, F-1, M, S-1	1HR
A TO R	1HR
R TO B, F-1, M, S-1	1HR



2 Existing Mezzanine
SCALE: 1/16" = 1'-0"

1 Existing Floor Plan - Overall
SCALE: 1/16" = 1'-0"
*PROPOSED FLOOR PLAN TO BE DETERMINED UNDER SEPARATE PERMIT



3 Existing Site Plan
SCALE: 1" = 100'-0"

I. ORGANIZATIONAL ITEMS

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

The meeting was called to order at 7:01 PM.

Those present were: Commissioners Cavin (via Zoom), Arah, Borer, Fraser, Gaye-Bai, Udomah, Turner and Wako; Council Liaison McGarvey; Planning Director Mogush; Senior Planner Cara Donovan, Senior Planner Erin McDermott, Associate Planner Matt Hayes-Regan, and Program Assistant Asma Jihad.

Those arrived late: None

Those not present were: Commissioner Korosso (with prior notice).

2. EXPLANATION BY CHAIR

3. APPROVAL OF AGENDA

MOTION WAKO, SECOND BORER TO APPROVE THE JUNE 11, 2025 AGENDA.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

II. REQUIRED DUTIES

4. CONSENT AGENDA

4.1 Minutes – May 14, 2025 Regular Meeting

4.2 Minutes – May 14, 2025 Work Session

MOTION UDOMAH, SECOND TURNER TO APPROVE THE JUNE 11, 2025, CONSENT AGENDA.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

5. PUBLIC HEARING

5.1 Planning Case #24-116 (BCS African Foods) – Site Plan, Preliminary and Final Plat, and Variance

Senior Planner Donovan introduced the application for Preliminary Plat, Variance, and Site Plan application for BCS African Foods. She stated that the applicant proposes an addition with a staging area on a newly created lot. She provided details on the site location, adjacent uses, zoning, and proposed site plan. She explained that the staging area as proposed would require a variance, as a staging area is not typically allowed between the building and right-of-way. She stated that screening would be proposed on the north and east sides to reduce the visibility of the

staging area. Staff recommend approval of the requests as presented, subject to the conditions in the draft resolutions.

John Anderson (representing the applicant) introduced himself and stated that the business is growing and needs additional storage. He commented that this is a unique site with challenges and believed they found a great solution.

Acting Commission Chair Fraser opened the public hearing.

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

Acting Commission Chair Fraser noted 11 parking stalls proposed for removal and asked how that would relate to the City requirements for parking for this type of use.

Mr. Anderson commented that parking is on the rear of the site and is used by staff. He estimated three to five employees on any given shift. He stated that the site has parking on the front and additional parking on the east side, which is not shown on the site plan. He stated that the use is retail in nature and the expansion would be for dry storage, therefore not impacting the demand by customers or the number of employees.

Commissioner Borer asked the type of screening proposed for the staging area.

Mr. Anderson replied that they would use landscape plantings as screening.

Commissioner Gaye-Bai asked if the addition would be attached to the existing building.

Mr. Anderson replied that the addition would be attached to the existing building.

Commissioner Wako referenced a letter from Hennepin County related to accessibility and asked for input from staff. He noted that this would be the main corridor for the blue line extension and would result in a reduction in parking.

Senior Planner Donovan stated that Hennepin County suggested that a sidewalk be extended from Brooklyn Boulevard for pedestrian connection. She noted that is not a requirement but merely a suggestion, as the City does not have the ability to require a sidewalk. She also noted that people will not be able to park on private property to walk to and use the blue line.

Commissioner Udomah referenced the requirement for the applicant to provide a landscaping plan that meets the screening requirements and asked why that was not included in the packet.

Senior Planner Donovan stated that the Fire Department completed a review and required that the trash enclosure be moved five feet from the building. She explained that the applicant's landscaper could not revise the plans prior to this meeting but would provide the updated plan prior to the review by the City Council.

Commissioner Cavin stated that this addition would be adding about 30 percent to the existing building and believed that the new design criteria for the exterior would be triggered.

Senior Planner Donovan replied that the architectural standards do include class one and class two materials, but staff prefer that the exterior materials match the existing building to remain consistent.

Commissioner Cavin referenced the development-related fees, specifically the bonds, escrow, and park dedication fees required. He understood the need for those fees but believed that the City should review the fees to ensure they would not prohibit a small business owner from reinvesting in their property. He asked staff to review the fees to determine if there would be an option to promote small business investment.

MOTION TURNER, SECOND CAVIN TO RECOMMEND APPROVAL OF A PRELIMINARY PLAT FOR "BCS DEVELOPMENT" AT 7916 BROOKLYN BOULEVARD.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

MOTION BORER, SECOND GAYE-BAI TO RECOMMEND ADOPTION OF FINDINGS OF FACT FOR THE APPROVAL OF A VARIANCE REQUEST FOR A STAGING AREA VISIBLE FROM BROOKLYN BOULEVARD, KENTUCKY AVENUE N, AND KENTUCKY CIRCLE N AT 7916 BROOKLYN BOULEVARD, A DEVIATION WHERE A STAGING AREA IS LOCATED BETWEEN THE PRINCIPAL BUILDING AND THE PUBLIC RIGHTS-OF-WAY, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

MOTION UDOMAH, SECOND WAKO TO RECOMMEND APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A BUILDING ADDITION AT 7916 BROOKLYN BOULEVARD, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

Senior Planner Donovan stated the public hearing item is scheduled to be reviewed at the City Council meeting on June 23, 2025.

5.2 Planning Case #25-110 (BAPS Temple) – Conditional Use Permit

Associate Planner Hayes-Regan introduced the application for two Conditional Use Permit (CUP) applications from BAPS Temple. He provided information on the property location, adjacent uses, zoning, CUP application requirements, architectural analysis, and other items such as parking. He stated that staff determines that the requirements of the CUP application have been met by the request. He reviewed the proposed conditions of approval for both the religious institution and rectory and stated that staff recommend approval of the requests.

Asit Waghman, (the applicant), introduced himself and stated that he is the President of the Brooklyn Center chapter of BAPS. He provided additional information on BAPS, noting that they have been located in Brooklyn Center for 20 years, and reviewed the different offerings and services at that location. He stated that they have outgrown that location and are looking to expand into Brooklyn Park.

Acting Commission Chair Fraser opened the public hearing.

Mark Duffney stated that he owns the building across the street and asked for information on the number of patrons and days of service.

Acting Commission Chair Fraser closed the public hearing but reminded the public that comments can be submitted via email to City Staff for consideration in the City Council agenda packet.

Associate Planner Hayes-Regan stated that in the applicant's narrative, BAPS estimated 10 to 20 people for their weekday morning and evening services and 200 to 300 people for Sunday services between 10 a.m. and 8 p.m. He stated that traffic anticipated during these hours is expected to be minimal as most people travel to the services as families. He stated that staff did not have any concerns with traffic based on the information provided.

Commissioner Cavin asked if there are plans for a separate living quarters within the space.

Dan Pelinea architect for BAPS, commented that they are trying to gain approval for the use of the building, as the applicant would not want to spend additional money to design plans if the use is not approved. He explained that the building as shown is the existing building, and if the use is approved, they would go through the full architectural drawing process. He stated that the exterior of the building would be proposed to remain the same, and the interior plan would be reviewed through the building department.

Commissioner Wako asked if the building would be owned by BAPS or leased.

Associate Planner Hayes-Regan replied that BAPS intends to purchase the property.

Commissioner Borer asked if there are other businesses within the building or whether BAPS would occupy the entire building.

Associate Planner Hayes-Regan replied that BAPS would have exclusive use of the building.

Commissioner Gaye-Bai asked for information on the surrounding uses.

Associate Planner Hayes-Regan identified the adjacent property uses, which include businesses and a townhome community.

Commissioner Gaye-Bai asked for details on access to the location.

Associate Planner Hayes-Regan stated that access would be limited to Wyoming Avenue through the business park.

Commissioner Udomah asked for clarification on the proposed action and was confused about the conditions that the Commission may choose to add because of the lack of detail for the interior of the space.

Planning Director Mogush explained that there are no changes to the exterior or the site itself, and therefore, the Commission is simply tasked to determine if this use would be allowed on this site. He noted that although the Commission is often provided with interior layout information, that is not something the Commission is tasked to review.

Commissioner Borer asked what would happen if the use is approved for the site, but the sale of the property does not go through. She asked if another similar use could move into the site with that approval.

Associate Planner Hayes-Regan replied that a CUP would run with the property; therefore, if approved, it would run with the property.

Planning Director Mogush commented that any future property owner would also have all the other rights provided under the zoning district, and therefore, this would not have to be a religious use.

Commissioner Wako asked if the parking is fenced.

Associate Planner Hayes-Regan stated that there is landscaping and a fence along the eastern property line between the parking lot and the townhomes.

Commissioner Wako asked if there would be vehicles parked overnight.

Associate Planner Hayes-Regan replied that he would anticipate overnight parking for the rectory use, as that person(s) would live on the property.

Acting Commission Chair Fraser asked if the construction of the rectory would align with the existing look and feel of the building.

Associate Planner Hayes-Regan replied that there would not be any exterior modifications, so the rectory would be contained within the existing structure.

MOTION UDOMAH, SECOND GAYE-BAI TO RECOMMEND APPROVAL OF A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RELIGIOUS INSTITUTION LOCATED AT 8700 WYOMING AVENUE N, BROOKLYN PARK, MN 55445.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

MOTION BORER, SECOND TURNER TO RECOMMEND APPROVAL OF A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RECTORY FOR A RELIGIOUS INSTITUTION LOCATED AT 8700 WYOMING AVENUE N, BROOKLYN PARK, MN 55445.

UPON A ROLL CALL VOTE, THE MOTION CARRIED UNANIMOUSLY.

Acting Commission Chair Fraser stated the public hearing item is scheduled to be reviewed at the City Council meeting on June 23, 2025.

6. OTHER BUSINESS

III. DISCUSSION ITEMS

IV. VERBAL REPORTS AND ANNOUNCEMENTS

7. Council Comments

Council Liaison McGarvey provided an update on recent City Council actions on planning-related matters.

8. Commission comments

Commissioner Wako asked if there was a carwash near Festival that was closing.

Planning Director Mogush replied that there is a carwash in that location under construction, noting that the Commission previously reviewed that case.

Acting Commission Chair Fraser asked if there is a limit on the number of carwashes that could be within the city.

Planning Director Mogush replied that there is limited space where carwashes would be allowed. He noted the direction of the City Council to focus on larger development that would be more valuable to the tax base.

9. Staff Comments

Planning Director Mogush provided an update on the upcoming meetings, or lack thereof.

V. ADJOURNMENT

Acting Commission Chair Fraser adjourned the meeting at 8:06 PM.

Respectfully submitted,

Paul Mogush
Planning Director

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	2	Presented By:	Brad Tullberg
Item:	Authorize Furniture Purchase for Zanewood Recreation Center from Fluid Interiors		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ TO AUTHORIZE FURNITURE PURCHASE FOR ZANEWOOD RECREATION CENTER FROM FLUID INTERIORS IN THE AMOUNT OF \$79,879.27

Overview:

On September 23, 2024, the City Council approved the contract for the expansion and renovation of the Zanewood Recreation Center to Donlar Construction not to exceed the amount of \$9,800,000. Through value engineering the final contract with Donlar Construction was reduced to \$9,702,890. The total budget for the Zanewood Recreation Center project is \$10M. The Furniture, Fixtures and Equipment (FF&E) was not part of the construction contract with Donlar. but was part of the \$10M project budget. FF&E was planned to be purchased directly by the City of Brooklyn Park to save the cost of sales tax.

Staff worked with the design architect, Design by Melo, and Fluid Interiors to identify furniture available through the State of Minnesota Cooperative Purchasing Agreements to equip the spaces of the renovated K-5 side of the facility. The renovation of the existing facility for K-5 programs is expected to be ready for use in mid-August. This purchase will equip the K-5 program spaces only. The remainder of the furniture for the newly constructed teen center will be purchased at a later date. The labor for the delivery and installation of the furniture is provided in compliance with the City of Brooklyn Park Prevailing Wage ordinance.

Primary Issues/Alternatives to Consider:

- Recreation & Parks staff recommend the purchase of the furniture as proposed
- The proposal meets the prevailing wage ordinance requirements for the City of Brooklyn Park

Budgetary/Fiscal Issues:

- The Furniture, Fixtures and Equipment were included in the \$10M project budget.

Attachments:

- 4.9A RESOLUTION
- 4.9B FLUID INTERIORS PROPOSAL

RESOLUTION #2025-

RESOLUTION TO AUTHORIZE FURNITURE PURCHASE FOR ZANEWOOD RECREATION CENTER WITH FLUID INTERIORS IN THE AMOUNT OF \$79,879.27

WHEREAS, On September 23, 2024, the City Council approved the contract for the expansion and renovation of the Zanewood Recreation Center to Donlar Construction not to exceed the amount of \$9,800,000 and through value engineering the final contract amount was reduced to \$9,702,890; and

WHEREAS, the total budget for the Zanewood Recreation Center project is \$10M; and

WHEREAS, the Furniture, Fixtures and Equipment (FF&E) was not part of the construction contract with Donlar but part of the \$10M project budget; and

WHEREAS, staff worked with the design architect, Design by Melo, and Fluid Interiors to identify furniture available through the State of Minnesota Cooperative Purchasing Agreements to equip the K-5 spaces; and

WHEREAS, the items identified in this purchase will be specific to the K-5 program spaces only and the remainder of the furniture for the newly constructed teen center will be purchased at a later date; and

WHEREAS, the labor for the delivery and installation of the furniture is provided in compliance with the City of Brooklyn Park Prevailing Wage ordinance; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to Authorize the Furniture Purchase for Zanewood Recreation Center from Fluid Interiors in the Amount of \$79,879.27

Project: 40541
Proj Desc: The Wood
Quote: 40541.001
Status: New

Sold To: 6637-00
 City of Brooklyn Park
 7100 Zane Ave N
 Brooklyn Park, MN 55429
 Attention: Brad Tullberg

Bill To: 6637-00
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Date Entered	Customer PO	Salesperson	FOB	Terms
6/17/2025		Natasha Fonville	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
1	00	TARIFF - COMMENT	TARIFFS & RELATED SURCHARGES NOT KNOWN OR INCLUDED AT TIME OF PRICING WILL BE INVOICED SEPARATELY.	0	0.00	0.00
2	00	DISCLAIMER - PRODUCT	PLEASE BE AWARE THAT FLUID CANNOT CONTROL MANUFACTURERS ABILITY TO FULFILL ORDERS PER ORIGINAL LEAD TIMES PRODUCTION CAPABILITIES. PLEASE REFER TO THE DELIVERY SECTION OF THE TERMS AND CONDITIONS FOR DISCLAIMERS.	0	0.00	0.00
5	00	RETAIL DELIVERY FEE	MN ROAD IMPROVEMENT & FOOD DELIVERY FEE - TOTAL TAX INCLUDES \$0.50 FEE	1	0.00	0.00 T
6	00	UNION LABOR - QUOTED AMOUNT	Union Labor Quoted Labor to receive, deliver, and install product during normal business hours. Installation will utilize union labor on site and meet the requirements of the City of Brooklyn Park prevailing wage	1	16,896.55	16,896.55 T
7	00	CONTINGENCY PRODUCT	Contingency Product	1	1,741.90	1,741.90 T
8	00	1-0273	SURCHARGE, HAWORTH SHIPPING	1	872.03	872.03 T
9	00	24-481-003	ERGOTRON, LEARNFIT, ADJUSTABLE STANDING DESK, CLEAR ANODIZED MULTI PURPOSE 1	1	579.92	579.92 T
10	00	24-481-003	ERGOTRON, LEARNFIT, ADJUSTABLE STANDING DESK, CLEAR ANODIZED MULTI PURPOSE 3	1	579.92	579.92 T
11	00	KUAF-XXXX	TACKBOARD,WALL-MOUNTED,UNIVERSAL,VARIABLE SIZE,EXACT, SIZE: 26"X5 PO108 PO108 Options: (RR)-RAILROADED-CHEVRON ,RR-372-RICKRACK ,762-HEIGHT ,1524-WIDTH	1	266.20	266.20 T
13	00	SCT-20-7115	VERY TASK CHAIR,FAB SEAT,MESH BK,4D ARMS,PLSTC BSE HD CTRS,BK LK, W/LUM, PO108 PO108 Options: (4H)-BLANKET ,4H-CC-BLANKET - COCOON, GRADE A (MS)-VERY TASK MESH ,MS-F-VERY TASK MESH - BLACK, GRADE A ,TR-F-BLACK, GRADE A ,TR-F-BLACK, GRADE A	1	676.63	676.63 T
14	00	TA0M-1348-LF	PLANES,MODESTY PANEL,13INX48IN,LAM,FULL PO108 PO108 Options: ,H-KM-LANDMARK WOOD, GRADE B ,HP-KM-LANDMARK WOOD, GRADE A	1	135.37	135.37 T
15	00	TCRN-3030-LJSNDN4	JIVE,TBL,RD,LAM,30"X30",EB3,STD,CO:NONE,DISC,N, 29"H PO108 PO108	1	558.00	558.00 T

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Date Entered	Customer PO	Salesperson	FOB	Terms
6/17/2025		Natasha Fonville	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
16	00	ULNL-1760-NSN	Options: ,H-8J-CHARCOAL, GRADE A ,HP-8J-CHARCOAL, GRADE A ,TR-K-CHARCOAL, GRADE A MASTERS SERIES,OSU,OPEN,LAM,LTR,17"HX60"W PO108 PO108	1	864.36	864.36 T
17	00	X5FB-1830-NSBSSYLLN	Options: ,H-KM-LANDMARK WOOD, GRADE B ,HP-KM-LANDMARK WOOD, GRADE A MASTERS SERIES,LAT FILE,ATTACHED,LAM,B/F,1.5H,18DX30W,BLK MITERFOLD,BAR PULL,FIN BK,LK,NO TOE KICK PO108 PO108	1	1,104.81	1,104.81 T
18	00	X5PB-1830-NSLNN	Options: ,H-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,TR-K-CHARCOAL GRD A ,LR-BL-BLACK GRD A MASTERS SERIES,1.5H ATT STR FOR CNVR WKTP,LAM,18DX30W,LAM BK,NO TOE KICK PO108 PO108	1	848.60	848.60 T
19	00	X5Y5-1916-BSSNLLN	Options: ,H-KM-LANDMARK WOOD, GRADE B ,HP-KM-LANDMARK WOOD, GRADE A MASTERS SERIES,WRDROBE,LAM,5H,19DX16W,BAR PULL,NO LK,LH,NO TOE KICK PO108 PO108	1	794.25	794.25 T
20	00	XLNR-3072-JSNTBE	Options: ,H-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,TR-K-CHARCOAL GRD A MASTERS SERIES,HGT ADJ CONVERGENT WKTP,T- LEG,RECT LAM TOP,30"DX72"W,NO HAND,SNGL STAGE STD,PTD PO108 PO108	1	1,572.78	1,572.78 T
21	00	XLWF-1960-JSNNN	Options: ,H-KM-LANDMARK WOOD, GRADE B ,HP-KM-LANDMARK WOOD, GRADE A ,TR-K-CHARCOAL, GRADE A MASTERS SERIES,CREDENZA TOP,LAM,19"DX60"W,EB3,NO GRAIN,NO GROMMET PO108 PO108	1	198.48	198.48 T
22	00	S7H-44-0K	Options: ,H-KM-LANDMARK WOOD, GRADE B ,HP-KM-LANDMARK WOOD, GRADE A MAARI SLED BASE, POLY SEAT, POLY BACK, NO ARM, FELT GLIDE PO108 PO108	2	250.48	500.96 T
23	00	S7H-44-0K	Options: ,TR-01K ,TR-0M2 MAARI SLED BASE, POLY SEAT, POLY BACK, NO ARM, FELT GLIDE MULTIPURPOSE1	32	250.48	8,015.36 T

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6/17/2025		Natasha Fonville	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
			MULTIPURPOSE1 Options: ,TR-01K ,TR-0M2			
24	00	DVD-STG-3618-48	DIVIDE STORAGE MINI WHITEBOARD MULTIPURPOSE ROOM 1 MULTIPURPOSE ROOM 1	1	968.89	968.89 T
25	00	DVD-STG-3616-72	DIVIDE STORAGE WHITEBOARD MULTIPURPOSE ROOM 1 MULTIPURPOSE ROOM 1	1	1,265.00	1,265.00 T
26	00	FLEX-FLS-5614-30-G05	FLEX FLOOR STRAIGHT MODULAR SEATING - 3H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505230-MOMENTUM HYDE CV - PERIDOT	3	1,459.72	4,379.16 T
27	00	FLEX-FLS-5614-20-G05	FLEX FLOOR STRAIGHT MODULAR SEATING - 2H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505175-MOMENTUM HYDE CV - TROPIC	3	1,163.94	3,491.82 T
28	00	FLEX-FLS-5614-10-G05	FLEX FLOOR STRAIGHT MODULAR SEATING - 1H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505219-MOMENTUM HYDE CV - CELADON	3	747.61	2,242.83 T
29	00	FLEX-FLC-5414-30-G05	FLEX FLOOR 90 DEGREE CURVED MODULAR SEATING - 3H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505230-MOMENTUM HYDE CV - PERIDOT	2	2,873.80	5,747.60 T
30	00	FLEX-FLC-4014-20-G05	FLEX FLOOR 90 DEGREE CURVED MODULAR SEATING - 2H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505175-MOMENTUM HYDE CV - TROPIC	2	1,461.97	2,923.94 T
31	00	FLEX-FLC-2614-10-G05	FLEX FLOOR 90 DEGREE CURVED MODULAR SEATING - 1H MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09505219-MOMENTUM HYDE CV - CELADON	2	660.84	1,321.68 T
32	00	GKG-REC-4848-18-L-C	GECKO GREEN TABLE, 48"X48" IN BLACK BIRCHPLY MULTIPURPOSE ROOM 3 MULTIPURPOSE ROOM 3 Options: 8552-58-BLACK BIRCHPLY BLACK-KIO BLACK SOFT	4	1,689.58	6,758.32 T
33	00	GKG-RCS-1515-10	GECKO GREEN OTTOMANS, 15"X15"X10"H IN MOMENTUM HYDE CV- CLARET MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: 09504911-MOMENTUM HYDE CV - CLARET NON-SLIP BASE	8	436.06	3,488.48 T
34	00	J4F-STL-18-N-P0027	J4F WOBBLE STOOL IN CHARCOAL 18"	8	118.87	950.96 T



Fluid Interiors
 100 North 6th Street
 Suite 100A
 Minneapolis, MN 55403
 Phone: 612-746-8700
 Fax: 612-746-8701
 Email/Web: www.fluidinteriors.com

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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
			MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: CHARCOAL			
35	00	663138	ATSY EASEL WOODEN , 26"X24"X52"H	2	194.15	388.30 T
			MULTIPURPOSE ROOM 1 MULTIPURPOSE ROOM 1			
36	00	FREIGHT - COMMON CARRIER	FREIGHT - COMMON CARRIER WITH CRATE&KIDS	1	106.40	106.40 T
37	00	61002	ROULETTE 36"X36"X26", GREEN 2016 MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: GREEN 2016	1	789.87	789.87 T
38	00	61002	ROULETTE 36"X36"X26", CLAY 2022 MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: CLAY 2022	1	789.87	789.87 T
39	00	61005	ROULETTE 27"X27"X19" GREEN 2016 MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: GREEN 2016	1	474.68	474.68 T
40	00	61005	ROULETTE 27"X27"X19" CLAY 2022 MULTIPURPOSE ROOM 2 MULTIPURPOSE ROOM 2 Options: CLAY 2022	1	474.68	474.68 T
41	00	FREIGHT - COMMON CARRIER	FREIGHT - COMMON CARRIER WITH VONDOM	1	746.67	746.67 T
42	00	STRU-FT-T-60	STRUCTURE-FLIP TOP-T FLIP AND NEST TABLE, 60"D, ROUND Options: ROUND 60" SOLID LAMINATE WHITE NEBULA STANDARD EDGE 3MM VINYL EDGE WHITE NEBULA BLACK PERFORATED STEEL	4	1,505.00	6,020.00 T
43	00	TARIFFS & SURCHARGES	TARIFFS & SURCHARGES THROUGH SPECIAL-T	1	344.00	344.00 T
					Subtotal	79,879.27
					Total Tax	0.00
					TOTAL AMOUNT -	79,879.27
					Deposit Required :	39,939.63

Project Notes:

Brooklyn Park Teen & Youth Center



Fluid Interiors
 100 North 6th Street
 Suite 100A
 Minneapolis, MN 55403
 Phone: 612-746-8700
 Fax: 612-746-8701
 Email/Web: www.fluidinteriors.com

Project: 40541
Proj Desc: The Wood

Quote: 40541.001
Status: New

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This Quote will expire on: July 17, 2025

TERMS AND CONDITIONS

FLUID INTERIORS, LLC TERMS AND CONDITIONS (GOODS AND SERVICES)

These Terms and Conditions ("Terms") are entered into by and between Fluid Interiors, LLC, a Minnesota limited liability company and its division (Christiansons by Fluid), (collectively "Fluid"), and the Buyer named below and are effective as of the Effective Date.

APPLICABILITY AND SCOPE. These Terms are the only terms and conditions that govern the sale of products or goods ("Products"), or the provision of design, project management, installation, and related services (collectively, "Services") by Fluid to Buyer. References to the "Agreement" shall mean these Terms and any Proposal or Quote supplied by Fluid and approved by Buyer (an "Order"), and any attachments to the Order.

PURCHASE ORDERS.

- a. Following the parties' execution of the initial Order, the parties may, from time-to-time, execute additional Orders contemplating the provision and receipt of new or expanded Products and Services provided under a prior Order.
- b. Design services will be included in the Order based on the signed approval drawings. Project management services to coordinate and oversee installations are required and will be included in the Order. Any additional design or project management services beyond those originally quoted in the Order will be billed hourly according to Fluid's standard rate schedule in effect at that time.

NOT RETAIL. Products are not stocked by Fluid. Products are specifically ordered for Buyer and are not returnable. It is understood and agreed that the Order is final and binding and cannot be canceled or modified except by mutual written consent of the parties.

CHANGES.

Fluid's order confirmation is final and binding and any subsequent changes are subject to Fluid's ability to conform and are dependent upon supplier approval. Buyer may request changes or modifications when needed however, these shall be treated as non-binding requests unless and until both Buyer and Fluid have agreed in writing of the changes and any change in costs related to product, shipping, restocking fee or other costs. Fluid will make every effort to accommodate change requests at little to no additional costs. Change in quantity or specification are subject to approval by Fluid and supplier. Any resultant charges from supplier would be paid by the Buyer. All changes in quantity or specification shall be delivered in writing. Fluid will not be held responsible for supplier's failure to accept any changes. Change orders, amendments or modifications will not nullify the agreement between Fluid and Buyer.

a. If changes occur on the jobsite or installation site (the "Site") requiring additional work, Fluid will present a written "Field Change Order" specifying the additional Services and corresponding charges for Buyer's approval.

PRICING & PAYMENT.

- a. Prices quoted by Fluid are good for fifteen (15) days from the date of Fluid's quotation. Buyer shall purchase the Products and Services from Fluid at the prices ("Price(s)") set forth in the Order. Unless specifically stated, Prices do not include any sales, use, and excise taxes, and any other applicable taxes, duties, and charges of any kind on any amounts payable by Buyer. Buyer is responsible for all such charges, costs and taxes. Fluid will make commercially reasonable efforts to include applicable manufacturer tariffs and surcharges in the Price. Tariffs and surcharges that are not presented at time of the Order will be invoiced to the Buyer separately.
- b. For all orders 50% deposit and balance due Net 15 days from date of invoice, which will be issued monthly upon substantial completion of work for services and upon delivery of product from the manufacturer. A monthly service charge of 2 1/2% per month will apply to all delinquent payments and will be added to the balance outstanding. A credit application is required when 50% deposit is made. Should Buyer not want to complete a credit application or if a credit application is denied by Fluid, 100% deposit is due before an order can be placed. Fluid may suspend the delivery, provision or performance of any Products or Services if Buyer fails to pay any amounts when due under the Agreement.

DELIVERY TERMS.

- a. Fluid will inform Buyer of an estimated date of delivery and install for the Products ("Estimated Delivery Date") when Fluid receives an estimated shipping date from its supplier or the product manufacturer. Buyer agrees that the Estimated Delivery Date is an estimate, is not guaranteed, and is subject to change without notice. Lead times vary widely by manufacturer, series, finish, and Buyer's Customer's Own Material ("COM") fabric. Fluid shall not be liable for any delays in delivery, including without limitation due to availability of COM fabrics or any other materials. Fluid will take commercially reasonable steps to facilitate timely delivery or performance.
- b. Delivery and installation work will be performed by Fluid's staff during normal business hours Monday through Friday, unless otherwise agreed in writing by Fluid. Installations and Services done after normal business hours or on weekends or holidays will be subject to an additional overtime charges and subject to Fluid's written acceptance.
- c. Unless otherwise agreed in writing by the parties, Fluid shall deliver the Products FCA manufacturer's shipping point using the Product manufacturer's standard methods for packaging and shipping.
- d. If special packaging or handling is required, it will be an extra charge payable by the Buyer.
- e. Fluid reserves the right in its sole discretion, without liability or penalty, to progress invoice Orders. Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.
- f. Safe and adequate storage space for the Products will be provided by the Buyer at its sole cost and expense. If the space provided is inadequate, requires excessive sorting, storage or is inconveniently located or on another floor, Fluid will invoice Buyer for the extra cost of such handling or moving.
- g. If delivery cannot be made because of building or Site conditions, or other reasons beyond Fluid's control, Products will be placed in storage in Fluid's warehouse or a public warehouse (at Fluid's sole option). Fluid will invoice Buyer for additional charges as applicable for, any storage, labor and delivery charges. Buyer understands, acknowledges, and agrees that Fluid will invoice 100% of the un-invoiced Product as of manufacturer ship date. Storage charges will be invoiced for Products held in Fluid's warehouse at the Buyer's request for over thirty (30) days, unless otherwise agreed to in writing by both

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parties.

JOB SITE & INSTALLATION SERVICES.

- a. The Site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving and handling of product shall be provided by Buyer. Sites not ready to accept furniture will be subject to additional fees. The Price is based on a single-phase installation, any additional phasing due to unfinished construction will result in additional fees. Fluid is not responsible to keep furniture installation area free from construction dust. Any cleaning Services provided by Fluid to remove dust and debris created by on-going construction activity, during or after Fluid's installation, will be invoiced to Buyer on a "Time and Materials" basis.
- b. Electric connections, heat, ventilation, hoisting and elevator service at the Site will be provided by Buyer without charge to Fluid. Carrying or moving Products up or down stairs is NOT included in the Services, unless noted otherwise.
- c. Fluid's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on requirements based on the location of the Site and Products.

INSPECTION AND REJECTION OF DELIVERED PRODUCTS.

- a. Buyer shall inspect the Products within seven (7) days of delivery of the Products to the Site ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Fluid in writing of any Nonconforming Products during the Inspection Period and furnishes written evidence or other documentation as required by Fluid.
- b. "Nonconforming Products" means only the following: (i) Product shipped is different than identified in Buyer's Order; or (ii) Product's label or packaging incorrectly identifies its contents. Nonconforming Products does not include Products that have different variations in wood grain, finish, or dye lot; and Products may not be rejected on this basis. Slight variations in wood product grain or color due to product age or natural differences in graining structure are beyond the control of Fluid. Minor variations between finishes in products provided by single or multiple manufacturers are also considered to be acceptable. Fabrics and painted products are subject to dye lot differences, which can cause minor variations in color. Such slight variations are generally acceptable and are beyond the control of Fluid.
- c. If Buyer timely notifies Fluid of any Nonconforming Products, Fluid shall, in its sole discretion, work with manufacturer to (i) replace such Nonconforming Products with conforming Products or (ii) provide another acceptable remedy.
- d. Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for the delivery of Nonconforming Products.

TITLE, RISK OF LOSS, AND SECURITY INTEREST. The risk of loss passes from the manufacturer to the Buyer upon shipment from manufacturers dock. Fluid does not take ownership of the Product but will work with affected parties should a loss occur in the preceding. As collateral security for the payment of the Price of the Products, Buyer grants to Fluid a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Minnesota Uniform Commercial Code. Failure to pay for Product may result in Fluid's repossession of the Product. Fluid shall have the right to repossess without court order all delivered Products for which payment in full has not been received. Buyer agrees to pay costs and expenses, including attorneys' fees resulting from actions taken under this section.

INSURANCE. During the term of this Agreement, Buyer shall at its own expense, maintain and carry insurance in full force and effect, which shall include, but is not limited to, commercial general liability insurance (including product liability) in a sum no less than \$100,000, workers' compensation, and property insurance for the Transit, Site and Storage of the Products, with financially sound and reputable insurers.

WARRANTY DISCLAIMER.

a. Fluid provides punch documentation to the Buyer during installation and no less frequent than at the end of the job. Punch consists of Fluid personnel inspecting all products installed per plan completing any adjustments required so that the finished product, as installed, is free from defect or installation concerns. Once punch documentation is created and agreed upon (signed/documented), it is considered final and no adjustments will be considered. Any punch items unable to be remedied at substantial completion of install will be documented separately. Fluid warrants their labor and installation for the first year, beginning day 1 after installation, which will be communicated to the buyer at the same time as punch sign off. Fluid does not make any warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the product is fit for any particular use or purpose. The Buyer shall rely exclusively upon warranties provided by the supplier of all products sold hereunder, which are passed through to Buyer when permissible and "as is". Fluid will assist Buyer in the event of any claims for defective material or workmanship that may be made during the warranty period stated by the supplier. If Fluid is requested to perform warranty work and subsequently is determined that the product is not covered by any supplier warranty, Buyer will be charged for services at the current labor and travel rate. b. WHILE FLUID MAY AGREE IN ITS SOLE DISCRETION TO REPLACE THE PRODUCT(S) OR REFUND THE PURCHASE PRICE FOR THE PRODUCT(S) AND TO THE EXTENT PERMITTED BY LAW, FLUID DISCLAIMS AND SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW. COURSE OF DEAL, WITH RESPECT TO THE PRODUCT(S) AND SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THESE TERMS WILL BE SOLELY AS PERMITTED UNDER THESE TERMS. FLUID IS NOT RESPONSIBLE FOR COSTS OR ANY DAMAGES THAT RESULT FROM USE OR MISUSE OF THE PRODUCT(S).

CLAIMS AND LIMITATION OF LIABILITY.

a. All claims shall be deemed waived unless made in writing and delivered to Fluid within seven (7) days after receipt of Products. Buyer shall afford Fluid

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prompt and reasonable opportunity to inspect the Products, Site, or Services. Fluid reserves the right, at its sole discretion, but does not have the obligation, to remedy any claimed defect in the Products or to replace such Products. Buyer may not offset or otherwise reduce or restrict payment of any invoice due to a claim.

b. IN NO EVENT SHALL FLUID BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, MANUFACTURING COSTS, DIMINUTION IN VALUE, LOSS OF PRODUCTS WILL, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FLUID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. IN NO EVENT SHALL FLUID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FLUID FOR THE PRODUCTS AND SERVICES SOLD UNDER THE SPECIFIC ORDER AT ISSUE.

INDEMNIFICATION. Each Party shall indemnify, defend, and hold harmless to the other party and its affiliates and their representatives, directors, officers, employees, and agents from and against any and all third-party claims, demands, suits, actions, judgments, costs, and liabilities (including attorney's fees) caused by the negligent or willful acts or omissions of Buyer or its directors, officers, employees, contractors, subcontractors, or agents.

TERMINATION. In addition to any remedies that may be provided under these Terms, Fluid may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) at its convenience and for any reason or no reason.

COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Fluid), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In addition, any act or omission of Buyer or its agents, subcontractors, consultants, or employees that impedes or delays Fluid's performance will be a Force Majeure Event.

GENERAL TERMS & CONDITIONS.

- These Terms and the Agreement is the final expression of the agreement between the Buyer and Fluid and supersedes all prior or contemporaneous oral and written statements regarding the Order. The Agreement may only be modified in writing by Fluid, or by a revised acknowledgment duly issued by Fluid. Fluid rejects any additional terms, provisions, or obligations that are not contained in these Terms, the Proposal or Quote, and Buyer's acceptance of the Proposal or Quote. Any other or additional terms, provisions, or obligations in Buyer's acceptance are expressly rejected.
- The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any form of joint enterprise, employment, or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- Buyer shall reimburse Fluid for all costs incurred in collecting any payments due to Fluid, including, without limitation, reasonable attorneys' fees and court costs.
- This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and, nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts of the State of Minnesota in each case located in Hennepin County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email, personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.



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- i. No waiver by Fluid of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Fluid. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- j. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Fluid. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Subtotal	79,879.27
Total Tax	0.00
TOTAL AMOUNT -	79,879.27
Deposit Required :	39,939.63

Signature	Title	Date
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City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	June 23, 2025
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Molly Lopez, Assistant Finance Director
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Geen, Finance Director
Item:	Public Hearing for Host Approval for the Issuance of Lease Revenue Bonds for Athlos Leadership Academy		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-_____ GIVING HOST APPROVAL FOR THE ISSUANCE OF CONDUIT CHARTER SCHOOL LEASE REVENUE BONDS UNDER MINNESOTA STATUES, SECTIONS 469.152 THROUGH 469.1655 (ATHLOS LEADERSHIP ACADEMY PROJECT – BROOKLYN PARK) .

Overview:

The City has received a request from KutakRock on behalf of its client, Athlos Leadership Academy, ("Athlos"), to grant host approval for conduit revenue bonds (the "Bonds") being issued through the City of Coon Rapids, Minnesota, in a principal amount which is not expected to exceed \$26,000,000. The proceeds of the conduit bonds to be issued by the Issuer will be used by Athlos for the redemption and prepayment of the outstanding Charter School Lease Revenue Bonds (Athlos Leadership Academy Project), Series 2015A, issued by Brooklyn Park on December 29, 2015 in the original aggregate principal amount of \$25,565,000, and thereby refinance the charter school facility operated by Athlos. Proceeds of the conduit bonds will also be used to finance deferred maintenance and improvements of the charter school facility, fund a debt service reserve fund for the bonds, and pay costs of issuing the bonds.

Because this refinancing involves facilities located in the City, including the Athlos Leadership Academy located at 9300 Noble Parkway North in the City, the City must conduct a public hearing with respect to the proposed refinancing and grant host approval for the issuance of the debt.

The City's Conduit Debt policy provides for a fee of 0.5 percent of the issuance amount to be paid to the City upon closing the financing. Consistent with past practices in similar transactions, the City will impose that fee upon the portion of the Bonds that refinance facilities located in the City.

The City's Bond Counsel confirms that this issuance will not impact the City's debt capacity, that it does not constitute a general or moral obligation of the City and will not be secured by the taxing powers of the City or any assets or property of the City. Further, the actions requested from the City Council will not adversely impact the City's ability to issue bank qualified obligations for City projects.

Sofia Lykke of KutaRock, and a Representative from Athlos Leadership Academy will be available to answer any questions that may arise.

Staff is requesting approval of the attached Resolution.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The City's Conduit Debt policy provides for a fee of 0.5% of the issuance amount to be paid to the City upon closing the financing.

Attachments:

5.1A RESOLUTION

RESOLUTION #2025-

RESOLUTION GIVING HOST APPROVAL FOR THE ISSUANCE OF CONDUIT CHARTER SCHOOL LEASE REVENUE BONDS UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655 (ATHLOS LEADERSHIP ACADEMY PROJECT – BROOKLYN PARK)

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

WHEREAS, the purpose of Minnesota Statutes, Sections 469.152 through 469.1655 as amended, (the “Act”), is, among other things, to promote the welfare of the State of Minnesota (the “State”) by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment. The Act authorizes municipalities to issue revenue bonds to finance, in whole or in part, the costs of the acquisition, construction, improvement, or extension of revenue producing enterprises, whether or not operated for profit and refund in whole or in part, bonds previously issued under the terms of the Act; and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, Spartan Innovation Building Corporation (the “Borrower”), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) has proposed that the City of Coon Rapids, Minnesota (the “Issuer”) issue one or more conduit revenue obligations under the Act, in one or more series, in an aggregate principal amount not to exceed \$26,000,000 (the “Bonds”) and loan the proceeds thereof to the Borrower for the following purposes: (i) the redemption and prepayment of the outstanding Charter School Lease Revenue Bonds (Athlos Leadership Academy Project), Series 2015A, issued by Brooklyn Park on December 29, 2015 in the original aggregate principal amount of \$25,565,000 (the “Prior Bonds”) which originally financed the acquisition of a parcel of property containing approximately 12.10 acres, located at 10100 Noble Parkway North in Brooklyn Park, together with the buildings and structures located thereon, including an existing approximately 89,500- square-foot school building, comprising more than 50 classrooms, two technology labs, an art room, music room, library, kitchen and cafeteria, a fully-equipped indoor training center, including a traditional hardwood court gym floor, stage, more than 700 square yards of turf, and a weight room, and outdoor recreation spaces, including a high school-size soccer field, an NCAA-size football field, an MLB-size baseball field, basketball court, hockey rink, and playground equipment, all for use as a public charter schoolhouse for pre-kindergarten through grade eight (the “Existing School Facility”); (ii) finance deferred maintenance and improvements to the School Facilities (the “2025 Project” and together with the Existing School Facility, the “School Facilities”); (iii) fund a debt service reserve fund for the Bonds, if necessary; and (iv) pay costs of issuing the Bonds, if necessary (collectively, (i)-(iv) above shall be referred to as the “Project”). The School Facilities will be owned by the Borrower and will be leased to and operated by Athlos Leadership Academy, a Minnesota nonprofit corporation and public charter school (the “School”); and

WHEREAS, the City has been advised that the Bonds or other conduit obligations, as and when issued for the Project, will not constitute a charge, lien or encumbrance upon any property of the City or the Issuer, except upon the Project and the revenues to be derived from the Project. Such Bonds or other obligations are special, limited obligations of the Issuer. Such Bonds or obligations will not be a charge against the general credit or taxing powers of the City or the Issuer, but are payable from sums to be paid by the Borrower pursuant to a revenue agreement to be entered into between the Borrower and the Issuer; and

WHEREAS, the Borrower has made the following representations to the City: (a) the Borrower has agreed to pay any and all costs incurred by the City in connection with the issuance of the Bonds, whether or not such

issuance is carried to completion; (b) no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project; and (c) the Borrower will pay the City's administrative fee for host approval; and

WHEREAS, as required by the Act and Section 147(f) of the Code a Notice of Public Hearing was published in a newspaper of general circulation in the City for a public hearing on the proposed issuance of the Bonds by the Issuer and the proposal to undertake and finance the Project; and

WHEREAS, as required by the Act and Section 147(f) of the Code the City Council has on this same date held a public hearing on the issuance of the Bonds by the Issuer and the proposal to undertake and finance the Project, which is located within the jurisdictional limits of the City, at which all those appearing who desired to speak were heard and written comments were accepted.

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

1. The City Council hereby gives the host approval required under Section 147(f) of the Code, and pursuant to Minnesota Statutes, Section 471.656, Subd. 2(2), the Council hereby consents to the issuance of the Bonds by the Issuer.

2. Pursuant to Section 469.155, subdivision 12 of the Act, the Issuer may issue the Bonds to refund the outstanding Prior Bonds only with the consent of the City, as the original issuer of such revenue obligations. The City hereby consents to the issuance of the Bonds by the Issuer to refund the outstanding Prior Bonds.

City staff is hereby authorized and directed to prepare and furnish to bond counsel and the original purchaser of the Bonds certified copies of all proceedings and records of the City relating to the approval of the issuance of the Bonds, including a certification of this resolution.

City of Brooklyn Park Request for Council Action

Agenda Item:	5.2	Meeting Date:	June 23, 2025
Agenda Section:	Public Hearings	Originating Department:	Community Development, Rental and Business Licensing Division
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	1	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an On-Sale Wine License and 3.2 Malt Liquor License for Si Senor Kitchen LLC Inc. dba Si Senor Kitchen, Located at 8582 Edinburgh Centre Drive North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN ON-SALE WINE LICENSE AND 3.2 MALT LIQUOR LICENSE FOR SI SENOR KITCHEN LLC DBA SI SENOR KITCHEN, LOCATED AT 8582 EDINBURGH CENTRE DRIVE NORTH.

Overview:

This is a new On-Sale Wine License and 3.2 Malt Liquor License for Si Senor Kitchen LLC doing business as Si Senor Kitchen located at 8582 Edinburgh Centre Drive North. Holding an on-sale wine license in conjunction with a 3.2 malt liquor license provides authorization to the business to serve wine and strong beer.

The Community Development Department has approved the application. The Police Department has completed their investigation of the restaurant owner. This restaurant was recently renovated and opened under new ownership. The applicant holds the required food license under new ownership of the business, formerly Tacos El Paraiso.

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

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

5.2A LIQUOR LICENSE LIST

Business Name	Address	Business Type	On / Off Sale	Liquor Type
AMOCO	8050 LAKELAND AVE N	Gas - Food	Off-sale	3.2
HOLIDAY STATIONSTORE	8500 EDINBURGH CTR DR N	Gas - Food	Off-sale	3.2
KWIK TRIP	9495 NOBLE PKWY N	Gas - Food	Off-sale	3.2
KWIK TRIP	5801 96TH AVE N	Gas - Food	Off-sale	3.2
HOLIDAY	9500 NOBLE PKWY N	Gas - Food	Off-sale	3.2
SPEEDWAY	7601 JOLLY LN N	Gas - Food	Off-sale	3.2
SPEEDWAY	9300 ZANE AVE N	Gas - Food	Off-sale	3.2
CUB FOODS	9655 COLORADO LN N	Grocery	Off-sale	3.2
FESTIVAL FOODS	8535 EDINBURGH CTR DR N	Grocery	Off-sale	3.2
HY-VEE FOOD STORE	9409 ZANE AVE N	Grocery	Off-sale	3.2
BIG LIQUOR WAREHOUSE	8022 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
BROOKLYN LIQUORS	6256 BOONE AVE N	Liquor Store	Off-sale	Full
BROOKLYN PARK LIQUOR BARREL	8520 EDINBURGH CTR DR N	Liquor Store	Off-sale	Full
CELLARS WINES & SPIRITS - BROOKLYN PARK	7944 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
CITY LIQUOR	5716 BROOKDALE DR N	Liquor Store	Off-sale	Full
HY-VEE WINE & SPIRITS	9409 ZANE AVE N SUITE B	Liquor Store	Off-sale	Full
IKE'S WINE & SPIRITS	9682 COLORADO LN N	Liquor Store	Off-sale	Full
KELLY'S LIQUOR	3210 BROOKDALE DR N	Liquor Store	Off-sale	Full
PARK LIQUOR OUTLET	6315 ZANE AVE N	Liquor Store	Off-sale	Full
PIXIE LIQUOR	1512 BROOKDALE DR N	Liquor Store	Off-sale	Full
TM LIQUORS	9318 ZANE AVE N	Liquor Store	Off-sale	Full
UP NORTH LIQUOR	9570 NOBLE PKWY N	Liquor Store	Off-sale	Full
BOWLERO	7545 BROOKLYN BLVD N	Bowling Alley	On-sale	Full
HEAVY ROTATION BREWING	9801 XENIA AVE N	Brewery	On & Off sale	Brewery
PALMER LAKE VFW	2817 BROOKDALE DR N	Club	On-sale	Full
SKAALVENN DISTILLERY	8601 73RD AVE N #14	Distillery	On-sale	Distillery

Business Name	Address	Business Type	On / Off Sale	Liquor Type
BUASAVANH	7324 LAKELAND AVE N	Event Center	On-sale	Full
LEOPOLD'S MISSISSIPPI GARDENS	9500 WEST RIVER RD N	Event Center	On-sale	Full
BROOKLAND EXECUTIVE NINE GOLF	8232 REGENT AVE N	Golf Shop	On-sale	3.2
HAMPTON INN	9470 WEST BROADWAY N	Hotel	On-sale	3.2
MINNEAPOLIS MARRIOTT NORTHWEST	7025 NORTHLAND DR N	Hotel	On-sale	Full
BROADWAY PIZZA	8525 EDINBURGH CTR DR N	Restaurant	On-sale	Full
CAM'S BAR & EATERY	8517 63RD AVE N	Restaurant	On-sale	Full
DOS HERMANOS MEXICAN GRILL AND BAR	1408 85TH AVE N	Restaurant	On-sale	Full
HOUSE OF KIRIN	8600 EDINBURGH CTR DR N	Restaurant	On-sale	Wine
HY-VEE MARKET GRILLE	9409 ZANE AVE N SUITE A	Restaurant	On-sale	Full
MAD JACKS SPORTS CAFE	8078 BROOKLYN BLVD N	Restaurant	On-sale	Full
MC'S TAP HOUSE	9690 COLORADO LN N	Restaurant	On-sale	Full
ORO BANQUET - BAR & RESTAURANT	2875 BROOKDALE DR N	Restaurant	On-sale	Full
PLUSH	8578 EDINBURGH CTR DR N	Restaurant	On-sale	Full
REYES RESTAURANT BAR AND BREAKFAST	7901 BROOKLYN BLVD N	Restaurant	On-sale	Full
SI SENOR KITCHEN	8582 EDINBURGH CTR DR N	Restaurant	On-sale	Wine
SKY LOUNGE & BISTRO	8515 EDINBURGH CTR DR N	Restaurant	On-sale	Full
SOKE BBQ & HOT POT	8586 EDINBURGH CTR DR N	Restaurant	On-sale	Wine
TAVERN AT EDINBURGH	8700 EDINBROOK CROSSING N	Restaurant	On-sale	Full
TOKYO SUSHI ALL YOU CAN EAT	9750 SCHREIBER TER N	Restaurant	On-sale	Wine

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	June 23, 2025
Agenda Section:	General Action Items	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Inspector Matt Rabe, Police
Ordinance:	FIRST READING		
Attachments:	1	Presented By:	Chief Mark Bruley, Police
Item:	FIRST READING of an Ordinance Amending the Brooklyn Park City Code Pertaining to Residency Restrictions for Predatory Offenders		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING THE BROOKLYN PARK CITY CODE BY ADDING CHAPTER 137 PERTAINING TO RESIDENCY RESTRICTIONS FOR PREDATORY OFFENDERS.

Overview:

The Brooklyn Park Police Department is seeking to update the Brooklyn Park City Code to add a section pertaining to residency restrictions for predatory offenders. The intent of this Chapter is to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of its residents by establishing areas around locations where children regularly congregate in concentrated numbers, wherein certain predatory offenders are prohibited from establishing temporary or permanent residence.

Primary Issues/Alternatives to Consider:

- Approve the ordinance as presented
- Amend and approve the ordinance
- Make no changes to the ordinance

Budgetary/Fiscal Issues: N/A

Attachments:

7.1A ORDINANCE

ORDINANCE 2025-

AN ORDINANCE AMENDING THE BROOKLYN PARK CITY CODE BY ADDING CHAPTER
137 PERTAINING TO RESIDENCY RESTRICTIONS FOR PREDATORY OFFENDERS

The City of Brooklyn Park does ordain:

Section 1. The Brooklyn Park City Code is amended by adding Chapter 137 to read as follows:

CHAPTER 137: PREDATORY OFFENDERS RESIDENCY RESTRICTIONS

§ 137.01 PURPOSE AND INTENT.

Pursuant to Minn. Stat. § 244.052 Subd. 4a, it is the intent of this Chapter to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of its residents by establishing areas around locations where children regularly congregate in concentrated numbers, wherein certain predatory offenders are prohibited from establishing temporary or permanent residence.

§ 137.02 DEFINITIONS.

The following words, terms and phrases, when used in this Chapter, shall have the meanings as follows, except where the context clearly indicates a different meaning:

Child means any person under the age of 18 years.

Childcare facility means a facility licensed by the state department of human services or the county to provide childcare, including facilities having programs for children known as nursery schools, day nurseries, childcare centers, day care centers, cooperative day care centers and Head Start programs.

Designated offender means any person who has been categorized as a level III predatory offender under Minn. Stats. § 244.052, a successor statute, or a similar statute from another state in which that person's risk assessment indicates a high risk of re-offense.

Permanent residence means a place where a person abides, lodges or resides for 14 or more consecutive days.

Place of Worship means a building or portion thereof, together with its accessory buildings and use, where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

Protected Place means a public park or playground, childcare facility, school, or place of worship.

Public park means a public recreation center or area, created, established, designated, maintained, provided, or set aside by the city, county or state, for the purposes of public rest, recreation and enjoyment, and all buildings, facilities and structures located thereon.

School means any public or nonpublic early childhood, pre-school, elementary, middle or secondary school.

Temporary residence means a place where a person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where the person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence

§ 137.03 PROHIBITED LOCATION OF RESIDENCE.

- (A) Prohibited location of residence from certain Protected Places.
 - (1) It is unlawful for any designated offender to establish a permanent or temporary residence within 500 feet of any public park or playground, or within 1,000 feet of any childcare facility, school, or places of worship.
 - (2) It is unlawful for any designated offender to establish a permanent or temporary residence within 1,000 feet of the residence of another designated offender.
- (B) Measurement of distance. For purposes of determining the minimum distance separation required by this Section, the distance shall be measured by following a straight horizontal line from any property line of the lot or parcel on which the subject residence is located to the nearest property line of the Protected Place.
- (C) Official map. The Chief of Police shall maintain an official map showing approximate prohibited locations as defined by this Chapter. The Chief of Police shall update the map at least annually to reflect any changes in the location of prohibited locations. The map shall not be deemed conclusive or all encompassing, or relieve any person subject to this Chapter from their duty to comply with this Chapter. The actual measurement of the minimum distance separation of 500 feet or 1,000 feet between the residence and the Protected Place shall govern.

§ 137.04 EXCEPTIONS.

A designated offender does not commit a violation of this Chapter if any of the following apply:

- (A) The designated offender established a permanent residence and reported and registered the residence pursuant to Minn. Stat. §§ 243.166 or 243.167 or a successor statute(s), prior to the effective date of this Chapter;
- (B) The designated offender was a minor when the designated offender committed the offense and designated offender was not convicted as an adult;
- (C) The designated offender is a minor;
- (D) The Protected Place was opened after the designated offender established the permanent residence and reported and registered the residence pursuant to Minn. Stat. §§ 243.166 or 243.167 or a successor statute;

- (E) The designated offender's permanent or temporary residence is also the primary residence of the designated offender's parents, grandparents, siblings, spouse or children; or
- (F) The designated offender owned and resided at the residence at the time of committing the designated sexual offense and retains ownership of the residence at all times relevant to application of this Chapter.

§ 137.05 RENTING PROPERTY IN VIOLATION OF THIS CHAPTER.

It is unlawful for any person to let or rent any place, building, trailer or structure, or part thereof, with the knowledge that it will be used as a residence by a designated offender if such place, building, trailer or structure, or part thereof, is located within a location prohibited by this Chapter.

§ 137.06 PENALTIES AND REMEDIES.

- (A) A violation of this Chapter is a misdemeanor and subject to the penalties set forth in Section 10.99 of this Code.
- (B) The City may enforce this Chapter by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction, or through any administrative penalties program established by this Code.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	June 23, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	SECOND READING		
Attachments:	1	Presented By:	Dennis Secara, Charter Commission Chair
Item:	Second Reading of an Ordinance To Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 2, Section 2.06 and Chapter 4, Section 4.03 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING, ORDINANCE #2025-_____ AMENDING CHAPTER 2, SECTION 2.06 AND CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

A unanimous vote is required by the Council on this second reading of the ordinance.

Overview:

At the April 7 Council Work Session, Charter Commission Chair Secara and Vice Chair Bor provided the Council with an overview of past special election vacancy lengths and introduced proposed amendments related to vacancy lengths and special primary elections.

One amendment would modify the timeline for declaring a vacancy and calling a special election. Under the current city charter, the council has 45 days to call a special election after declaring a vacancy. The proposed change would allow the council to declare a vacancy and call for the special election during the same meeting, streamlining the process.

Another proposed amendment addresses special primary elections. It would allow a candidate who receives more than 50% of the vote in the primary to be declared the winner, eliminating the need for a subsequent special election. This change could result in cost savings. If no candidate receives over 50% of the vote, the top two candidates would advance to a special election.

The Council reached a consensus to move forward with the proposed amendments.

At its April 9 meeting, the Charter Commission reviewed the Council presentation and discussed the feedback received. The Commissioners voted unanimously to submit the proposed ordinance amendments to Sections 2.06 and 4.03 to the council for consideration.

The public hearing and First Reading was held on May 27, 2025,

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

April 28	Council set the public hearing
May 8	Public Hearing Notice and text of proposed ordinance is published

May 27	Public hearing and First Reading of Ordinance Held
June 23	Second Reading of Ordinance Held
July 3	Ordinance Published in Newspaper
September 30	Ordinance becomes effective (90 days after passage and publication)

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

Budgetary/Fiscal Issues: N/A

Attachments:

7.2A ORDINANCE

ORDINANCE #2025-

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

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

The City of Brooklyn Park does ordain:

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

SECTION 2.06 COUNCIL VACANCIES

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

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

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

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

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

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	June 23, 2025
Agenda Section:	General Discussion Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	2	Presented By:	Jay Stroebel, City Manager
Item:	Discussion of Changes to the Elected Officials Rules of Procedures and Code of Conduct Regarding Attendance by Interactive Technology		

City Manager's Proposed Action:

Discussion relating to changes to the Elected Officials Rules of Procedure and Code of Conduct regarding attendance by interactive technology.

Overview:

At the July 22, 2024, City Council meeting, the Council approved a resolution adding guidelines relating to attendance by interactive technology to the Elected Officials Rules of Procedure and Code of Conduct.

At the December 2, 2024, City Council meeting, the Council approved changes to the Elected Officials Rules of Procedure and Code of Conduct after Council Members expressed interest in further updates to allow Councilmembers to participate remotely because of their safety concerns regarding the Council Chambers during meetings.

Recently, City Attorney Thomson provided updates on legislative changes to the Open Meeting Law that took effect on May 24, 2025. In response, City Manager Stroebel is proposing amendments to the Elected Officials Rules of Procedure and Code of Conduct to ensure that City business is conducted in compliance with applicable laws and regulations.

The effects of the changes are:

- The location where council members are participating remotely does not need to be open and accessible to the public
- The notice of a meeting where council members will be participating remotely does not need to contain the location where those council members will be. The notice simply needs to state that council members may be participating remotely in the meeting

These changes also apply to the Commissions.

Primary Issues/Alternatives to Consider:

Are there additional considerations to be added to Section 2, Rules of Procedures regarding attendance by interactive technology?

Budgetary/Fiscal Issues: N/A

Attachments:

- 8.1A PREVIOUS ADDITIONS AND PROPOSED AMENDMENTS
- 8.1B EXCERPT OF CHANGES TO MINNESOTA STATUTES 2024, SECTION 13D.02, SUBDIVISION 1 AND 4

**JULY 22, 2024, ADDITION TO
ELECTED OFFICIAL RULES OF PROCEDURE AND CODE OF CONDUCT**

**City of Brooklyn Park
Interactive Technology Attendance Policy**

This policy addresses attendance by Councilmembers at City Council Meetings using interactive technology.

A Councilmember seeking to attend a Council meeting using interactive technology must submit a request to do so in writing to the City Manager or City Clerk no later than noon on the Friday prior to the meeting. The request must contain the location and address from which the Councilmember will be attending the meeting.

The Councilmember's location must be open and accessible to the public.

The Councilmember attending through interactive technology must be plainly visible via video.

Members of the public present at the regular meeting location of the City Council must be able to hear and see all discussion, testimony and votes from remote participants.

All votes are conducted by roll call so each member's vote can be identified and recorded.

Each Councilmember may attend Council meetings by interactive technology means no more than three times per calendar quarter and no more than six times per calendar year. This limitation does not apply if:

1. A Councilmember is serving in the military and is attending a required drill, deployment, or is on active duty;
2. A Councilmember has been advised by a health care professional against being in a public place for personal or family medical reasons; or
3. A Councilmember is unable to personally attend a Council meeting in order to care for a family member.

ELECTED OFFICIAL RULES OF PROCEDURE AND CODE OF CONDUCT**City of Brooklyn Park
Interactive Technology Attendance Policy**

Underlined text is proposed to be added

This policy addresses attendance by Councilmembers at City Council Meetings using interactive technology.

A Councilmember seeking to attend a Council meeting using interactive technology must submit a request to do so in writing to the City Manager or City Clerk no later than noon on the Friday prior to the meeting. The request must contain the location and address from which the Councilmember will be attending the meeting.

The Councilmember's location must be open and accessible to the public.

The Councilmember attending through interactive technology must be plainly visible via video.

Members of the public present at the regular meeting location of the City Council must be able to hear and see all discussion, testimony and votes from remote participants.

All votes are conducted by roll call so each member's vote can be identified and recorded.

Each Councilmember may attend Council meetings by interactive technology means no more than three times per calendar quarter and no more than six times per calendar year. This limitation does not apply if:

1. A Councilmember is serving in the military and is attending a required drill, deployment, or is on active duty;
2. A Councilmember has been advised by a health care professional against being in a public place for personal or family medical reasons
3. A Councilmember is unable to personally attend a Council meeting in order to care for a family member; or
4. The Council determines that a Councilmember should meet remotely for the safety of an individual Councilmember or while considering the safety of the Council Chambers as a whole.
5. The City Council may grant exceptions to this policy when a council member demonstrates a valid reason for not attending council meetings in person.

**JUNE 23, 2025, PROPOSED AMENDMENT TO
ELECTED OFFICIAL RULES OF PROCEDURE AND CODE OF CONDUCT**

**City of Brooklyn Park
Interactive Technology Attendance Policy**

~~Text with strikeout is proposed for deletion~~

Underlined text is proposed for insertion

This policy addresses attendance by Councilmembers at City Council Meetings using interactive technology.

Elected Officials Rules of Procedures and Code of Conduct:

2.10 Attendance by Interactive Technology: A Councilmember seeking to attend a Council meeting using interactive technology must submit a request to do so in writing to the City Manager or City Clerk no later than noon on the Friday prior to the meeting. ~~The request must contain the location and address from which the Councilmember will be attending the meeting.~~

~~The Councilmember's location must be open and accessible to the public.~~

The Councilmember attending through interactive technology must be plainly visible via video.

Members of the public present at the regular meeting location of the City Council must be able to hear and see all discussion, testimony and votes from remote participants.

All votes are conducted by roll call so each member's vote can be identified and recorded.

Each Councilmember may attend Council meetings by interactive technology means no more than three times per calendar quarter and no more than six times per calendar year. This limitation does not apply if:

- ~~1. A Councilmember is serving in the military and is attending a required drill, deployment, or is on active duty;~~
- ~~2. A Councilmember has been advised by a health care professional against being in a public place for personal or family medical reasons; or~~
3. A Councilmember is unable to personally attend a Council meeting in order to care for a family member.
4. The Council determines that a Councilmember should meet remotely for the safety of an individual Councilmember or while considering the safety of the Council Chambers as a whole.
5. The City Council may grant exceptions to this policy when a council member demonstrates a valid reason for not attending council meetings in person.

Minnesota Statutes 2024, section 13D.02, subdivision 1, is amended to read:
Subdivision 1.

Conditions.

(a) A meeting governed by section [13D.01, subdivisions 1, 2, 4, and 5](#), and this section may be conducted by interactive technology so long as:

(1) all members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present;

(2) members of the public present at the regular meeting location of the body can hear and see all discussion and testimony and all votes of members of the body;

(3) at least one member of the body is physically present at the regular meeting location; **and**

(4) all votes are conducted by roll call so each member's vote on each issue can be identified and recorded; **and**.

~~(5) each location at which a member of the body is present is open and accessible to the public.~~

~~(b) A meeting satisfies the requirements of paragraph (a), although a member of the public body participates from a location that is not open or accessible to the public, if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:~~

~~(1) the member is serving in the military and is at a required drill, deployed, or on active duty; or~~

~~(2) the member has been advised by a health care professional against being in a public place for personal or family medical reasons.~~

Minnesota Statutes 2024, section 13D.02, subdivision 4, is amended to read:
Subd. 4.

Notice of regular ~~and all member~~ meeting locations.

If interactive technology is used to conduct a regular, special, or emergency meeting, the public body shall provide notice of the regular meeting location and ~~notice of any location where a member of the public body will be participating~~ **the fact that members may participate** in the meeting by interactive technology, ~~except for the locations of members participating pursuant to subdivision 1, paragraph (b).~~ The timing and method of providing notice **of the regular meeting location** must be as described in section [13D.04](#).

City of Brooklyn Park Council Work Session

Meeting Date:	June 23, 2025	Originating Department:	Police
Agenda Item:	10.1	Prepared By:	Stephanie Heiberger, Administrative Assistant
Agenda Section:	Discussion Items/ General Action Items	Presented By:	Chief Mark Bruley Inspector Toni Weinbeck
Item:	Discussion of Pets Under Police Security (PUPS) Facility		

Summary:

The City of Brooklyn Park is in a Joint Powers Agreement with the City of Maple Grove and several other northwest metro cities for the Pets Under Police Security (PUPS) facility and services. The purpose of this agenda item is to discuss reinvestment into the PUPS facility and possible alternatives.