

REGULAR CITY COUNCIL MEETING – AGENDA #26

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

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

I. ORGANIZATIONAL BUSINESS

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

2. PUBLIC COMMENT AND RESPONSE 6:00 p.m. Provides an opportunity for the public to address the Council on items which are not on the agenda. Public Comment will be limited to 15 minutes (*if no one is in attendance for Public Comment, the regular meeting may begin*), and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Individuals should limit their comments to three minutes. Council Members will not enter into a dialogue with residents. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the residents for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Introduction of New Employees

3B.2 Proclamation Proclaiming July 26, 2025, as Liberian Independence Day

A. PROCLAMATION

3B.3 CCX Update from Shannon Slatton

A. CCX ATTACHMENT

3B.4 Presentation on Minneapolis Northwest Tourism

3B.5 Legislative Session Debrief and Discussion

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 a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Harvest Festival to be held September 20-21, 2025, at 9100 93rd Avenue North

4.2 Approve a Temporary On-Sale Liquor License for Brooklyn Park Lions for their Jazz in July Event to be Held July 19, 2025, at the Brooklyn Park Community Activity Center, 5600 85th Avenue North

4.3 SECOND READING of an Ordinance Amending the Brooklyn Park City Code Pertaining to Residency Restrictions for Predatory Offenders

A. ORDINANCE

B. ORDINANCE SUMMARY

4.4 Approve An Additional Professional Service Agreement with CNH Architects, for Expanded Design Services and Construction Support for the Fire Station #2 Replacement Project

A. RESOLUTION

B. ADDITIONAL SERVICE AGREEMENT

4.5 Approve Cooperative Construction Agreement for Phase I of 109th Ave Reconstruction Project

A. RESOLUTION

B. COOPERATIVE CONSTRUCTION AGREEMENT

- C. PROJECT LOCATION MAP**
- 4.6** Approve 109th Ave Maintenance Agreement with the City of Champlin
 - A. RESOLUTION**
 - B. JOINT POWERS AGREEMENT**
- 4.7** Approve Proposal for Professional Services for Northwest Area Regional Stormwater Design
 - A. RESOLUTION**
 - B. PROPOSAL**
- 4.8** FIRST READING of an Ordinance Conveying City Owned Property Located at PID 1611921220094 to Adam Schiesl
 - A. ORDINANCE**

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

None.

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

- 7.1** Appointments to the Brooklyn Park Development Corporation Board
- 7.2** Request by Mayor Winston to Travel to Brooklyn Park Sister Cities in Liberia and Nigeria August 12-25, 2025
 - A. TRAVEL POLICY**
 - B. TRAVEL QUOTE**
 - C. MAYOR ITINERARY**
 - D. GENO4ART ESTIMATE**
 - E. DEED EMAIL**

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** CAC Improvements Discussion
- 8.2** Hortman Memorial Requests Discussion
 - A. POLICY ON NAMING FACILITIES**
 - B. MEMORIAL AND DONATION GUIDELINES**
 - C. FACILITY NAMING POLICY FLOWCHART**

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 Brooklyn Park Alternatives to Pets Under Police Security (PUPS)

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:	July 14, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Department Directors/Managers
Item:	Introduction of New Employees		

City Manager's Proposed Action:

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

Overview:

<u>Employee</u>	<u>Start Date</u>	<u>Title</u>
Administration		
Mahmoud Ahmed	May 19, 2025	Program Assistant I (PT)
Community Development		
Josh Stewart	June 9, 2025	Commercial Plans Examiner (FT)
Police		
Kaden Sandberg	May 28, 2025	Police Cadet (PT)

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.2	Meeting Date:	July 14, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis, Racial, Equity, Administration, & Inclusion
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Winston
Item:	Proclamation Proclaiming July 26, 2025, as Liberian Independence Day		

City Manager's Proposed Action:

The Mayor shall proclaim July 26, 2025, to be observed as Liberian Independence Day and celebrate the 178th anniversary of Liberia's Declaration of Independence.

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim July 26, 2025, shall be observed as Liberian Independence Day in the City of Brooklyn Park and celebrate the 178th anniversary of Liberia's Declaration of Independence.

OR

2. By reading the proclamation.

Liberians living in the City of Brooklyn Park and in Minnesota are making enormous contributions toward the development of the workforce, cultural diversity, and economic growth.

The City of Brooklyn Park is proud to be called home by one of the largest populations of Liberians outside of the Republic of Liberia and has greatly benefited from many residents who have taken an active role in local organizations, city commissions and city government.

Liberia's Independence Day, observed on July 26, is a day to honor and highlight the current and historical relationship between the United States and Liberia, and the vital contributions Liberians make to the United States, to Minnesota, and to Brooklyn Park.

The Organization of Liberians in Minnesota is organizing celebratory community events during the July 26th weekend including an Independence Ball and a soccer tournament.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A PROCLAMATION

PROCLAMATION

PROCLAIMING JULY 26, 2025, AS LIBERIAN INDEPENDENCE DAY IN BROOKLYN PARK, MINNESOTA AND CELEBRATING THE 178TH ANNIVERSARY OF LIBERIA'S DECLARATION OF INDEPENDENCE

WHEREAS, July 26, 2025, marks the 178th anniversary of Liberia's Declaration of Independence;
and

WHEREAS, Liberia, which means "land of the free," was the first African nation on the African continent to gain its independence on July 26, 1847; and

WHEREAS, Liberians living in the City of Brooklyn Park and in Minnesota are making enormous contributions toward the development of the workforce, cultural diversity, arts, and economic growth; and

WHEREAS, Brooklyn Park is proud to be called home by one of the largest populations of Liberians outside of the Republic of Liberia and has greatly benefited from many residents who have taken an active role in local organizations, city commissions and city government; and

WHEREAS, Brooklyn Park recognizes the rich and strong Liberian community that is making our City a thriving, vibrant, and diverse community; and

WHEREAS, Liberia's Independence Day is a day to honor and highlight the current and historical relationship between the United States and Liberia, and the vital contributions Liberians make to the United States, to Minnesota, and to Brooklyn Park; and

WHEREAS the Organization of Liberians in Minnesota is organizing community events the July 26th weekend to celebrate the holiday.

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim July 26, 2025, shall be observed as Liberian Independence Day in the City of Brooklyn Park.



5200 85th Avenue North
Brooklyn Park, MN 55443

Hollies Winston, Mayor

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.3	Meeting Date:	July 14, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Shannon Slatton, CCX Media
Item:	CCX Update from Shannon Slatton		

City Manager's Proposed Action: N/A

Overview:

One of Brooklyn Park's primary media partners, CCX Media, is facing significant financial sustainability challenges. CCX Media Executive Director Shannon Slatton will provide an update on what's driving the financial instability, what possible impact this financial situation might have, and what remedies are being pursued.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A CCX ATTACHMENT



FUNDING AND POLICY NEEDED TO SAVE COMMUNITY MEDIA

CCX Media provides comprehensive media services and creates, helps others create and disseminates high-quality local content by serving our communities with honesty, professionalism, and integrity.

▶ What does CCX Media provide the community?

- 1,250+ news stories published each year
- 660+ sports stories published each year
- 140+ hours of media training to public each year
- 120 live high school games streamed each year
- 39 parades, graduations and events streamed each year
- 3 channels programmed with locally produced content

Also: Access to free studio or podcast space for all residents; stories about businesses, schools, the arts; documentaries about local history; plus interviews with legislators, lawmakers

▶ What does CCX Media provide local cities?

- 400+ city council meetings recorded annually
- 365 days a year programming Channel 16s
- 300+ promotional stories about cities each year
- 76+ candidate statements recorded in-studio
- 20+ forums streamed annually during election years

Also: Hiring, managing council crews, troubleshoot city council chambers technical problems, consult with cities on council chamber revamps, promotion of city events, programs, and more

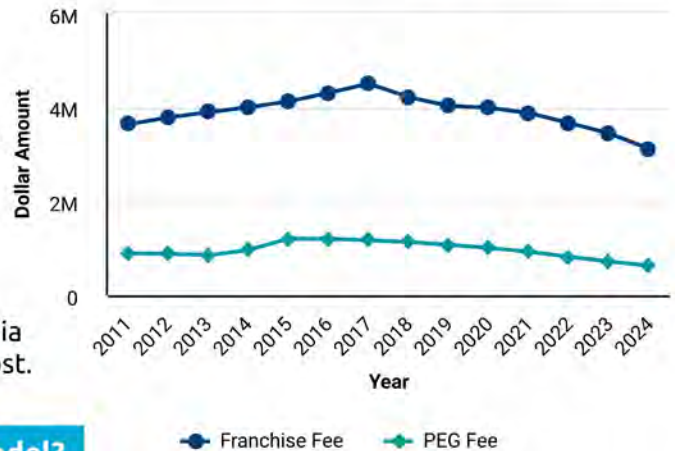


▶ Where is CCX Media available? Just about everywhere and for free

- Website (2 sites)
- Facebook (3 pages)
- Twitter / X (3 accounts)
- Apps/OTT (Amazon Fire, Android, AppleTV, iOS, and Roku)
- YouTube (2 pages)
- Instagram (3 accounts)
- Comcast Channels (12/799, 20/859, nine 16s)

▶ How is CCX Media Funded?

The 40-year funding stream for community television using cable franchise fees and Public, Education and Government (PEG) fees is in decline due to a direct impact by cord cutting. Since 2017, CCX Media's revenue has been decreasing. The nonprofit has absorbed more than \$1.8 million in lost revenue by cutting positions and cutting back expenses as well as bringing in additional revenue from sponsorships, production services and online ad sales. But the amount CCX Media can make and still fulfill its mission will not replace what will be lost.



▶ What is CCX Media doing to modernize the funding model?

CCX Media has worked legislatively to promote measures that would help provide meaningful revenue and protect community television.

- Continue to protect franchise fees on cable television service still in public right-of-way
- Impose a modest fee on companies using the public right-of-way for delivery of digital/video streaming services collected by local city authority with allocation to community television stations
- Budget a state general fund line item for support of community television stations across the state
- Implement annual funding similar to state support of public radio, public television
- Support digital equity efforts through franchising
- Advocate for changes in federal law, like the Protecting Community Television Act, to codify current community television funding in franchise agreements
- Protect against federal threats to local city authority of public rights of way compensation

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.4	Meeting Date:	July 14, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Tim Gladhill, Community Development Director
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Tim Gladhill; Leslie Wright, President/CEO of Minneapolis Northwest
Item:	Presentation on Minneapolis Northwest Tourism		

City Manager's Proposed Action:

At the request of City Council, Minneapolis Northwest Tourism will provide a presentation on strategic priorities of the organization. The City Council should direct Staff on any additional directives and priorities to share with Minneapolis Northwest.

Overview:

City Councilmembers have requested an overview presentation of Minneapolis Northwest Tourism, the Convention & Visitor's Bureau (CVB)/Destination Marketing Organization (DMO) for the cities of Brooklyn Park and Brooklyn Center. This presentation will be less about data and metrics and more about the actual strategies and actions of Minneapolis Northwest. This is also an opportunity to discuss how the Brooklyn Park City Council can be more involved in these strategies and promote tourism in the City of Brooklyn Park. Minneapolis Northwest will also provide an overview of the upcoming Gus Macker Basketball Tournament.

This overview is separate from the Annual Budget Presentation. Per the Agreement with the City, Minneapolis Northwest Tourism presents their proposed budget in September.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	3B.5	Meeting Date:	July 14, 2025
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Melissa Reed, Collective Efforts; Troy Olsen, North Metro Mayor
Item:	Legislative Session Debrief and Discussion		

City Manager’s Proposed Action:

Legislative debrief presentation from our state lobbyists Melissa Reed from Collective Efforts and Troy Olsen from North Metro Mayors, with a discussion following.

Overview: N/A

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	July 14, 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	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Harvest Festival to be held September 20-21, 2025, at 9100 93 rd Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE CHURCH OF ST VINCENT DE PAUL FOR THEIR HARVEST FESTIVAL TO BE HELD SEPTEMBER 20-21, 2025, AT 9100 93RD AVENUE NORTH

Overview:

St Vincent de Paul is hosting their Harvest Festival on September 20-21, 2025, on parish grounds, 9100 93rd Avenue North. The hours of the event are September 20 from 5:00 to 11:00 p.m. and September 21st 11:00 a.m. to 6:30 p.m.

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

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	July 14, 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 Brooklyn Park Lions for their Jazz in July Event to be Held July 19, 2025, at the Brooklyn Park Community Activity Center, 5600 85 th Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR BROOKLYN PARK LIONS FOR THEIR JAZZ IN JULY EVENT TO BE HELD JULY 19, 2025, AT THE BROOKLYN PARK COMMUNITY ACTIVITY CENTER, 5600 85TH AVENUE NORTH

Overview:

The Jazz in July event put on by the BP Lions is scheduled for July 19, 2025, from 11:00 a.m. - 2:00 p.m., at the Community Activity Center, 5600 85th Avenue North. This event is part of a city sponsored event where the Lions have been invited to participate.

The background investigation of the applicant has been completed, and the application has been approved. There are no current code violations at the property and staff recommend approval of this temporary liquor license. The license must be approved by the State of Minnesota, Alcohol and Gambling Enforcement Division once the City of Brooklyn Park has approved the license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Police Department
Resolution:	N/A	Prepared By:	Inspector Matt Rabe, Police
Ordinance:	SECOND READING		
Attachments:	2	Presented By:	Chief Mark Bruley, Police
Item:	SECOND 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 SECOND READING ORDINANCE #2025-_____ AMENDING THE BROOKLYN PARK CITY CODE BY ADDING CHAPTER 137 PERTAINING TO RESIDENCY RESTRICTIONS FOR PREDATORY OFFENDERS.

MOTION _____, SECOND _____, TO APPROVE THE SUMMARY OF ORDINANCE #2025-_____ DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE.

Overview:

At the June 23 City Council Meeting, the Police Department presented the first reading of a proposed addition to the Brooklyn Park City Code. This addition would add 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.

The purpose of this agenda item is to provide the required second reading to amend the city code, as approved at the June 23 meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.3A ORDINANCE
- 4.3B ORDINANCE SUMMARY

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.

The City Council of Brooklyn Park has determined that pursuant to its City Code, Ordinance #2025-_____ be published in summary form.

SUMMARY OF ORDINANCE #2025-

AN ORDINANCE ADDING CHAPTER 137 TO THE BROOKLYN PARK CITY CODE,
PERTAINING TO RESIDENCY RESTRICTIONS OF PREDATORY OFFENDERS

Ordinance #2025-_____ amends City Code by adding Chapter 137 pertaining to restrictions on residency of Predatory Offenders. The ordinance restricts level III predatory offenders from establishing a temporary or permanent residence within 500' of a public park or playground, and 1,000' of a childcare facility, school, place of worship, or another level III predatory offender. The ordinance identifies civil and criminal remedies for violations of the ordinance. The effective date of the ordinance is 30 days after its publishing in the City's official newspaper.

This summary of Ordinance #2025-_____ has been approved by the City Council on July 14, 2025. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

This Ordinance shall take effect thirty days after its publication.

Adopted by the City Council of the City of Brooklyn Park, Minnesota, this 14th day of July 2025.

HOLLIS WINSTON, MAYOR

ATTEST:

DEVIN MONTERO, CITY CLERK

Approved as to Form by City Attorney
Passed on First Reading: 06-23-25
Passed on Second Reading:
Summary Published in Official Newspaper:

#2025-_____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Fire Department
Resolution:	X	Prepared By:	Shawn Conway, Fire Chief Greg Hoag, Interim Operations & Maintenance Director
Ordinance:	N/A		
Attachments:	2	Presented By:	Shawn Conway
Item:	Approve An Additional Professional Service Agreement with CNH Architects, for Expanded Design Services and Construction Support for the Fire Station #2 Replacement Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ TO APPROVE AN ADDITIONAL PROFESSIONAL SERVICE AGREEMENT WITH CNH ARCHITECTS, IN AN AMOUNT OF \$966,410.00 TO EXPAND DESIGN SERVICES AND CONSTRUCTION SUPPORT FOR THE FIRE STATION #2 REPLACEMENT PROJECT TO ALSO INCLUDE PARKING LOT IMPROVEMENTS AT THE CAC.

Overview:

The City of Brooklyn Park was awarded \$1,150,000.00 from the 2023 State Legislative Session Bonding Funds for pre-design/design work for the Central Fire Station project. On October 9, 2023, the City Council accepted these funds. Additionally, through the 2025-2029 Budget/Capital Improvement Plan adoption an additional \$40,000,000.00 was allocated to the project for a total project budget of \$41,150,000.00.

On January 29, 2024, the Council approved a Professional Services Agreement with CNH Architects for Design Services and Construction Support for the Fire Station # 2 Replacement Project at a cost of \$1,438,000.00. This fee was established at the time based on a \$26.5 Million budget and a facility of 50,000 square feet. As the design and on-going discussions with City Council have evolved on the final design of the Fire Station and the inclusion of the needed parking lot and driveway changes needed at the CAC the budget now is approximately \$36 Million for construction and a facility of 62,014 square feet.

Staff is requesting an addition to the Professional Services Agreement with CNH Architects in the amount of \$857,241.00 for increases related to the Fire Station and \$109,170.00 for the CAC West Parking Lot and Drives Improvements totaling \$966,410.00.

Primary Issues/Alternatives to Consider:

Fire Department, Operations & Maintenance and Recreation & Parks Departments staff recommend approving this additional Professional Services Agreement with CNH Architects for the Fire Station #2 project to include the modifications needed with the parking lots and drives at the CAC.

Budgetary/Fiscal Issues:

Funding for this is included in the 2025-2029 Capital Improvement Plan CIP Project # 1032 with a project budget of \$41,150,000.00. Funding sources include \$1,150,000.00 in funding from the 2023 State Bonding award, and \$40,000,000.00 from Capital Improvement Bonds.

Attachments:

- 4.4A RESOLUTION
- 4.4B ADDITIONAL SERVICE AGREEMENT

RESOLUTION #2025-

RESOLUTION TO APPROVE AN ADDITIONAL PROFESSIONAL SERVICE AGREEMENT WITH CNH ARCHITECTS, IN AN AMOUNT OF \$966,410.00 TO EXPAND DESIGN SERVICES AND CONSTRUCTION SUPPORT FOR THE FIRE STATION #2 REPLACEMENT PROJECT TO ALSO INCLUDE PARKING LOT IMPROVEMENTS AT THE CAC

WHEREAS, the City of Brooklyn Park was awarded \$1,150,000.00 from the 2023 State Legislative Session Bonding Funds for pre-design/design work for the Central Fire Station project; and

WHEREAS, on October 9, 2023, the City Council accepted these funds; and

WHEREAS, on January 29, 2024, the Council approved a Professional Services Agreement with CNH Architects for Design Services and Construction Support for the Fire Station #2 Replacement Project at a cost of \$1,438,000.00; and

WHEREAS, this fee was established at the time based on a \$26.5 Million budget and a facility of 50,000 square feet.; and

WHEREAS, the final design of the Fire Station and the inclusion of the needed parking lot and driveway changes needed at the CAC the budget now is approximately \$36 Million for construction and a facility of 62,014 square feet.; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brooklyn Park to approve an additional Professional Service Agreement for a cost of \$966,410.00 with CNH Architects and to authorize the Mayor and City Manager to execute the agreement.

ADDITIONAL SERVICE AGREEMENT

PROJECT: Brooklyn Park Fire Station #2
CNH No.: 23074
CLIENT: City of Brooklyn Park

ASA #01 – Increased Building & Parking Scope

June 12, 2025

Mr. Greg Hoag
Park and Building Maintenance Manager
City of Brooklyn Park
5200 85th Avenue N.
Brooklyn Park, MN 55443

DESCRIPTION

This proposal expands the architectural service by the following changes in scope:

- A. Increased Building Scope: The Brooklyn Park Fire Station #2 has increased in size and budget, as approved by the City, from a \$26.5 million budget indicated in the original RFP and listed in the current AIA B132 Agreement Between Owner-Architect to a hard cost project budget of approximately \$36 million for the fire station related work. This increase in project size is based on Owner decisions increasing space program to best meet the fire department's long-term needs resulting in significantly larger building than the current contract includes. This Additional Service Agreement adjusts the design services and fee to address the larger project scope.
- B. Added CAC West Parking Lot and Drive Scope: This additional project scope provides for the design, construction documents, and construction administration for the expanded west Community Activity Center (CAC) parking lot, resurfacing of existing west CAC parking lot, and several additional driveways connecting the west CAC lot to the existing fire station drive and on to 85th Street.

GENERAL

We propose to perform our additional services in the following parts:

PART A – INCREASED BUILDING SCOPE

Our services for architectural, structural, civil, mechanical, electrical, and landscape design for this project are to be increased to address the design of this larger building. The types and description of services to be included remain as indicated in the original contract, but the amount of work involved will be increased as required for the larger facility.

PART B – CAC WEST PARKING LOT AND DRIVES

Our services for this added scope includes architectural, civil, electrical and landscape design for the CAC west parking lot and drives including architectural design; civil design of stormwater, grading, and pavement; electrical design of site lighting; and landscape design for green space. The above services include all phases of design, construction documents, bidding, and construction administration for this added project scope.

FEE

We propose the above additional services for an additional fixed fee of \$966,410 plus reimbursable expenses as indicated in our original contract. The additional fee above is divided broken out as follows:

Part A – Increased Building Scope	\$857,241
Part B – CAC West Parking Lot and Drives	\$109,170

The total fixed fee including this ASA is now \$2,335,085.

AGREEMENT

Upon acceptance, this additional fee proposal becomes a part of the original AIA B132 Standard Form of Agreement Between Owner and Architect dated May 20, 2024. All items are to remain as originally indicated except as modified herein.

SCHEDULE

The Construction Document design phase completion noted in Paragraph 1.1.4.1 will be set to completion date of before September, 2025.

We appreciate working with you on this project and are pleased to meet these additional needs.

Sincerely,

Quinn S. Hutson, AIA, LEED AP
Principal / President
CNH Architects, Ltd.

ACCEPTED BY:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Marc Culver, City Engineer
Item:	Approve Cooperative Construction Agreement for Phase I of 109 th Ave Reconstruction Project		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ APPROVING COOPERATIVE CONSTRUCTION AGREEMENT FOR PHASE I OF 109th AVE RECONSTRUCTION PROJECT

Overview:

The cities of Brooklyn Park and Champlin have been working for several years to reconstruct 109th Ave from the west border of Brooklyn Park to Winnetka Ave. Over the past few years, the cities have obtained state bonding dollars in the amount of \$10 million, thanks in large part to the efforts of Senator Hoffman, and have also obtained federal funding which will be used on Phase II of the project, which involves the intersection of 109th Ave and Highway 169.

Construction is already underway of Phase I of the project which includes the entire project area except for the area around the intersection of 109th Ave and Highway 169. In order to formalize ongoing maintenance responsibilities as well as Hennepin County's cost participation in the project, a Cooperative Construction Agreement is required between the three parties of Hennepin County, Brooklyn Park and Champlin. The three parties have been working on the terms of this agreement for several months. The final draft attached lays out the terms of the project and ongoing maintenance responsibilities including:

- Champlin is identified as the lead agency for Phase I of the project
- Hennepin County cost participation, largely covering the shared cost of a new traffic signal at Winnetka (County State Aid Highway 103), is \$530,000
- Brooklyn Park and Champlin shall share in the cost of electrical power for the signal system at Winnetka Ave as well as the maintenance costs of the luminaires attached to the signal poles
- Other responsibilities and costs as identified in the agreement

It is recommended that the City Council approve this Cooperative Construction Agreement and authorize the Mayor and City Manager to execute the agreement.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

With the \$10 million in state bonding funds along with the cost participation from Hennepin County, there are no anticipated direct costs to the City of Brooklyn Park for Phase I of this project.

Attachments:

- 4.5A RESOLUTION
- 4.5B COOPERATIVE CONSTRUCTION AGREEMENT
- 4.5C PROJECT LOCATION MAP

RESOLUTION #2025-

APPROVING COOPERATIVE CONSTRUCTION AGREEMENT FOR PHASE I OF 109th AVE
RECONSTRUCTION PROJECT

WHEREAS, the Cities of Brooklyn Park and Champlin have been evaluating potential improvements along 109th Avenue and are jointly participating in the planning, design and reconstruction of 109th Avenue from the west border of Brooklyn Park to County State Aid Highway (CSAH) 103 (Winnetka Avenue), Jefferson Highway from 550' south of 109th Avenue to 800' north of 109th Avenue, and CSAH 103 (Winnetka Avenue) from 950' south of 109th Avenue to 100' north of 109th Avenue, all within the corporate limits of the Cities which shall hereinafter be referred to as the "Project"; and

WHEREAS, Hennepin County wishes to participate in the Project which will improve safety and operations at the intersection of CSAH 103 (Winnetka Avenue) and 109th Avenue, and which improvements include reconstruction of the intersection, the addition of dedicated turn lanes, replacement of the existing traffic signal system, and ADA improvements, and has been assigned County Project (CP) No. 2230100; and

WHEREAS, the Parties enter into a Cooperative Construction Agreement to memorialize the partnership and to outline each party's ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project; and

WHEREAS, the City of Brooklyn Park Engineering Division has reviewed and recommends approval of said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approves the Cooperative Construction Agreement for Phase I of 109th Ave Reconstruction Project and authorizes the Mayor and City Manager to execute the final draft of the agreement as furnished by Hennepin County.

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Brooklyn Park**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Brooklyn Park” and the **City of Champlin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Champlin”. Brooklyn Park and Champlin together are referred to as the “Cities”. The County and the Cities collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The Cities have been evaluating potential improvements along 109th Avenue and are jointly participating in the planning, design and reconstruction of 109th Avenue from Gettysburg Avenue to County State Aid Highway (CSAH) 103 (Winnetka Avenue), Jefferson Highway from 550’ south of 109th Avenue to 800’ north of 109th Avenue, and CSAH 103 (Winnetka Avenue) from 950’ south of 109th Avenue to 100’ north of 109th Avenue, all within the corporate limits of the Cities, as further illustrated in Exhibit D, and which shall hereinafter be referred to as the “Project”.
2. The County wishes to participate in the Project which will improve safety and operations at the intersection of CSAH 103 (Winnetka Avenue) and 109th Avenue, and which improvements include reconstruction of the intersection, the addition of dedicated turn lanes, replacement of the existing traffic signal system, and ADA improvements, and has been assigned County Project (CP) No. 2230100.
3. The Parties enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
4. Champlin shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.
5. The Engineer for Champlin has prepared an Engineer’s Estimate of quantities and unit prices for the above-described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.

6. The County has indicated its willingness to cost participate in the Project as detailed herein.
7. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
 - 1.4.1 **Exhibit A (Engineer's Estimate and Division of Cost Summary)**
 - 1.4.2 **Exhibit B (MnDOT ADA Compliance Checklist (Curb Ramp) and Accessibility Pedestrian Signal (APS) forms)**
 - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
 - 1.4.4 **Exhibit D (Project Plan Title Sheet)**
 - 1.4.5 **Exhibit E (Signal System Locations)**

2. Project Construction.

- 2.1. **Contract Award and Administration.** Champlin or its agents shall prepare the necessary Project plans, specifications, and proposal; obtain approval of the plans and specifications from the County; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

2.2. Plans and Specifications.

2.2.1 Design Work. All design work performed by Champlin and its agents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards and be approved by the County Engineer prior to construction. Attached as Exhibit B is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) and APS forms. Champlin or its agents shall complete the forms for each curb ramp constructed and APS installed as part of the Project within the CSAH 103 (Winnetka Ave) right-of-way and submit the forms by using the County's "Asset Management" site, which requires registration to access. The Counties understand and agree that the payment as stated in Subsection 4.5 will be withheld until all required ADA curb ramp and APS certification forms have been received and verified by the County. Directions for obtaining access to the Asset Management site can be found at the following link, under the "ADA checklists for construction within county right-of-way" bar:
(<https://www.hennepin.us/residents/transportation/ada-transition-plan>).

2.2.2 Plan Numbers (S.A.P#/ S.P.#). The plans and specifications for the Project are referenced and identified as S.A.P.# 110-113-017 and S.A.P.#193-106-017 and shall be approved by MnDOT prior to Project construction.

2.2.3 Request for Copies of Plans. At the request of the County, Champlin or its agents shall furnish the Parties with any working copies of any plans, designs or reports at any time during the Project design process. Upon completion of the Project, Champlin or its agents shall furnish the County with a complete set of as-built plans certified as to their accuracy by the Champlin Engineer and shall be submitted to Public Works Transportation Project Delivery Design and Operations Asset Management Divisions.

2.2.4 Plan Review and Approval. Champlin shall furnish the County Public Works Transportation Project Delivery Design Division with Project plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% for County permit approval.

2.3. Construction Supervision and Inspection. Champlin or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the Champlin

Engineer and staff at their request to the extent necessary but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The County agrees that Champlin may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County's rights under Subsection 2.4.2 and the limitations and restrictions on County cost participation provided in Section 3.

2.4.2 Review Proposed Changes. The County shall have the right to review any proposed changes to the plans and specifications as they relate to the County's cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, Champlin shall submit the re-engineered design and/or specifications to the County. The County Engineer or designated representative shall respond to Champlin's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by Champlin that affect the County's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County cost participation provided in Section 3.

2.5. Right of Way/Permit.

2.5.1 Right of Way Acquisition. The Cities or their agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project at no cost to the County.

2.5.2 Access Rights and Permits. To the extent permitted by law, the County shall transfer, convey, permit, or otherwise allow the use of property rights controlled or maintained by the County, including but not limited to easements or access rights, that may be required by the Cities for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County staff approval requirements. These access rights will be granted at no cost to the Cities. All County permits required for the Project shall be granted by the County at no cost or expense to the Cities or its contractors. The Cities shall also obtain and comply with all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3 Right of Way Costs. There are no associated right of way costs due from the County.

2.6. County Traffic Signal. The Project will replace the county owned traffic signal system at the intersection of 109th Avenue and CSAH 103 (Winnetka Avenue) (System

ID# 8057750) (“Signal System C”). This replacement requires a new signal cabinet equipped with controller, video detection equipment, and required accessories to be installed. The County will supply this cabinet and equipment and invoice Champlin for the Brooklyn Park and Champlin share of the costs. Refer to Section 3 and Section 5 below for cost participation and details about the County Supplied Equipment.

2.6.1 Electrical Power. Champlin, at no cost to the County, shall: (1) install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the permanent traffic control signal systems and integral streetlights included in the Project; and (2) shall provide the electrical power for the operation of all permanent and temporary traffic control signal systems and integral traffic signal pole mounted luminaires installed as a part of the Project.

2.6.2 Emergency Vehicle Preemption (EVP). The EVP Systems shall be managed and maintained by the County. The Cities shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.

2.7. City Traffic Signal. The Project will install a new traffic signal at the intersection of 109th Avenue and Xylon Avenue (“Signal System B”), to be owned by Champlin. The County will provide the signal cabinet, controller, video detection equipment and required accessories and invoice Champlin for 100% of the cost. Refer to Section 3 and Section 5 below for cost participation and details about the County supplied equipment.

2.8. Street Lighting. The Cities, at no cost to the County, shall provide the electrical energy for the operation of all streetlights installed as part of the Project.

2.9. Asbestos. The Project may include the removal of asbestos containing electrical conduit. Only firms licensed to conduct asbestos abatement shall be used for the safe removal of asbestos containing electrical conduit with proper shipping manifest prepared and submitted to appropriate agency. The lead agency in the Project construction shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications.

2.10. Detours. The Project may require limited detouring of traffic onto the Cities’ streets. The Parties agree that there will be no compensation to the Cities for detours onto its streets required to construct the Project.

3. Cost Participation. The County will participate in the construction costs for the Project as provided herein.

3.1. County’s Total Cost Participation. The County’s cost participation in the Project shall be a total Not to Exceed (NTE) amount of \$530,000.00. The County Cost Participation includes \$500,000.00 for the Project design, construction, construction administration, and right of way, as awarded in the 2023 Hennepin County Cost Participation & Partnerships program and the County’s share of County Supplied Equipment estimated at \$30,000.00 as further described in Section 5.

- 3.2. Cities' Total Cost Participation.** The Parties understand and agree that the Cities' cost participation in the Project shall be managed by any Joint Powers Agreements between the Cities and nothing contained herein amends or modifies the Joint Powers Agreement(s).

4. Payment.

- 4.1. Amount Due.** The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein.
- 4.2. When to Invoice.** After an award by Champlin to the successful bidder on the Project, Champlin shall notify the County and submit an invoice for fifty percent (50%) of the County's Cost Participation for the Project under this Agreement. Upon completion of the Project, Champlin shall notify the County and invoice the remaining fifty percent (50%) of the County's Cost Participation for the Project under this Agreement.
- 4.3. What to Include in the Invoice.** The invoice shall include: date of invoice, invoice number, name of the County construction project manager (Amanda Shotton, P.E.), project name, county project number (CP 2230100), contract number, and purchase order number. For the final invoice, Champlin shall provide the County with the Final Distribution of Costs document, provide the County with complete as built plans, and a receipt of payment for the County Supplied Equipment, prior to requesting payment.
- 4.4. Where to Send Invoice.** Invoices and supporting documentation should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to transp.invoices@hennepin.us
- 4.5. Approval and Payment.** Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County shall reimburse Champlin for its share of the costs for the Project under this Agreement.
- 5. County Supplied Equipment.** The County will provide County Supplied Equipment consisting of a traffic control signal cabinet equipped with controller, video detection equipment, and required accessories to be installed as a part of the Project for both Signal Systems B and C.
- 5.1. Cost of County Supplied Equipment.** Champlin agrees to reimburse the County for fifty percent (50%) of the County Supplied Equipment for Signal System C and one hundred percent (100%) of the County Supplied Equipment for Signal System B. For informational purposes only, the total estimated cost for the County Supplied Equipment is \$140,000.00 and Champlin's estimated share is \$105,000.00. Champlin agrees that this is an estimate and that the actual quantities of equipment, as determined by the County Engineer, shall govern in computing the total final costs to Champlin. Champlin will directly pay the County for the County Supplied Equipment cost rather

than applying its share as a credit against the County Cost Participation.

- 5.2. Notification to County's Signal Shop.** Champlin or its agents shall notify the County's Signal Shop Supervisor in writing a minimum of thirty (30) days prior to picking up the County Supplied Equipment. The County shall notify Champlin when the County Supplied Equipment is ready to be picked up for field installation. It shall be the responsibility of Champlin or its agents to pick up the County Supplied Equipment at the Hennepin County Department of Transportation, Public Works Facility in Medina, Minnesota and install the equipment on the Project.
- 5.3. Invoice and Payment for County Supplied Equipment.** Upon picking up the County Supplied Equipment by Champlin or its agents, the County will invoice Champlin for the County Supplied Equipment. Payment shall be made directly to the County, in the name of the Hennepin County Treasurer, by Champlin for the full amount due stated on the invoice within forty-five (45) days of receipt of the invoice. Champlin agrees to include a copy of the receipt of payment for the County Supplied Equipment in the final invoicing documentation to be sent to the County as provided in Subsection 4.3.
- 6. The Cities' Maintenance Responsibilities.** Upon completion of the Project, the Cities shall provide the following year-round maintenance services required thereafter at no cost to the County.
- 6.1. Roadways.** The Cities shall be responsible for maintenance of those parts of 109th Avenue reconstructed under the Project. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 6.2. City Owned Traffic Signal and Components (Signal System B).** The Cities shall be responsible for all operations and maintenance, including electrical power costs for Signal System B.
- 6.3. County Owned Traffic Signal and Components (Signal System C).**
- 6.3.1 Electrical Service Costs.** Champlin, at its sole costs and expenses, shall provide electrical energy for the operation of Signal System C and shall maintain fuses and wires to the load side of the meter socket of Signal System C and integral streetlights/luminaires.
- 6.3.2 Traffic Signal System Adjustment.** The Cities shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of Signal System C, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such Signal System C may be directly involved in an emergency.
- 6.3.3 Signal Luminaires.** The Cities shall provide all required maintenance for the lamps on the luminaire extensions above the signals. Maintenance includes but is not limited to replacing burned out luminaire lamps, replacing fixtures,

replacing other lighting components, and replacing fuse and wire from luminaire lamp to load side of meter socket of Signal System C.

- 6.3.4 Signal Painting.** Painting of Signal System C is at the discretion of the Cities. If Signal System C is painted, the Cities shall be responsible for painting of Signal System C at a frequency sufficient to keep the components in good appearance and proper function. The components include but are not limited to bases, poles, bracketing and mast arms. The color scheme shall be pre-approved by the County prior to painting. Time span between repainting should be no longer than once every ten (10) years. If the County judges that the painted surfaces have not been properly maintained, the County may take whatever actions it deems appropriate and may invoice the Cities for any costs incurred.
- 6.3.5 Signal Cleaning.** The Cities shall be responsible for general cleaning and graffiti removal from Signal System C equipment and components.
- 6.3.6 Blocking County Roadways.** When performing the Signal System maintenance work under this Agreement, the Cities may partially block affected County roadways within its corporate limits if needed. In cases of emergency, such County roadways may be wholly blocked and the passage of traffic thereon prevented by the Cities. At no time, shall the Cities continue to obstruct the free passage of traffic on the County roadways for a longer period of time than is reasonably required for making the necessary traffic signal repairs. The Cities shall not cause any portions of the County roadways on which traffic control signals are to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from Hennepin County and in no event for a time longer than shall be necessary. In the event of the total blocking or closing of any such County roadways, the Cities shall provide a suitable detour during such time.
- 6.3.7 Materials.** When performing the Signal System maintenance work under this Agreement, the Cities shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by the Cities in the performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Highway Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).
- 6.4. Street Lighting.** The Cities shall own and maintain the streetlights installed as part of the Project according to City practices.
- 6.5. Sidewalks and Pedestrian Ramps.** The Cities shall own and maintain sidewalks and pedestrian ramps constructed as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other

accepted maintenance practices by the cities.

- 6.6. Multi-use Trail/Bicycle Facility.** The Cities shall own and maintain the newly constructed multi-use trail/bicycle facilities constructed as part of the Project. Maintenance includes, but is not limited to, the buffer zones and vertical separation for the bikeway, trail surfacing, sweeping, winter maintenance, and any other maintenance practices by the Cities.
- 6.7. Road Pavement Striping and Crosswalk Markings.** The Cities shall assume maintenance of all pavement striping on 109th Avenue and all crosswalk markings installed as a part of the Project.
- 6.8. Road Storm Sewers.** The Cities shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 6.9. Landscaping.** The Cities shall assume maintenance of all landscaping/streetscape installed as a part of the Project.
- 7. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below.
- 7.1. Roadways.** Maintenance of the segment of CSAH 103 (Winnetka Avenue) reconstructed under the Project includes but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
- 7.2. County Owned Traffic Signal and Components (Signal System C).**
- 7.2.1 Locating Traffic Signal Electrical Power Service Drop Lines.** The County will be responsible for performing all underground location of electrical service drop from source of power (wood pole or other transformer location) to service cabinet of the Signal System for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.
- 7.2.2 Locating Traffic Signal Cable.** The County will be responsible for performing all underground location of signal equipment, conduit, wiring and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.
- 7.2.3 Locating Traffic Signal Fiber Optic Lines.** The County will be responsible

for performing all underground location of fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.

- 7.2.4 Traffic Signal Components.** The County shall be responsible for maintenance and repair of all traffic signal system components, including cabinets, controller, control equipment, conduit system and interconnect cable, signal poles, mast arms, pushbutton posts, wiring, detection, EVP, signal heads, pedestrian pushbuttons, Pan Tilt and Zoom (PTZ) cameras, and mast-arm mounted street signs.
- 7.2.5 Signal Head Indications.** The County shall provide all required maintenance for the signal head indications. Maintenance includes but is not limited to replacement of signal indications for vehicular and pedestrian signal indications.
- 7.2.6 Traffic Signal Interconnect.** The County shall be responsible for maintenance and repair of all communication lines (primarily fiber optic lines) between the Signal System, other infrastructure, and County's traffic management center.
- 7.2.7 Signal Timing and Coordination.** The County shall be responsible for signal timing and coordination. Timing and coordination include but are not limited to front page timing, coordination timing, EVP timing, pedestrian timing, and preemption timing.
- 7.2.8 Traffic Signal Component Knockdowns.** The County shall be responsible for responding to signal and its component knockdown calls and repairing or replacing associated components damaged as a result of minor or major knockdowns to ensure proper functioning of traffic signals.
- 7.3. County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 103 (Winnetka Avenue) installed as a part of the Project.
- 7.4. Storm Sewers.** The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 8. Authorized Representatives.** In order to coordinate the services of the County with the activities of the Cities and vice versa, the Hennepin County, Brooklyn Park and Champlin Engineers or their designated representatives shall manage this Agreement on behalf of the County and the Cities.

County of Hennepin:
Carla Stueve

County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Brooklyn Park

Name: Marc Culver
Title: City Engineer
Address: 5200 85th Ave N, Brooklyn Park, MN 55443
Office Phone: 763-493-8114
Email: marc.culver@brooklynpark.org

City of Champlin:

Name: Heather Nelson
Title: City Engineer
Address: 11955 Champlin Dr., Champlin, MN 55316
Office Phone: 763-923-7120
Email: hnelson@ci.champlin.mn.us

9. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- 9.1. Assignment.** The Parties shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other Parties.
- 9.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 9.3. Default.** If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the party's default is excused by the non-defaulting parties, the County may upon written notice immediately cancel this Agreement in its entirety.
- 9.4. Waiver.** The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 9.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 9.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by

any party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

10. Indemnification.

10.1 Brooklyn Park Indemnifies the County and Champlin. Brooklyn Park agrees to defend, indemnify and hold harmless the County and Champlin, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Brooklyn Park or Brooklyn Park's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Brooklyn Park to perform fully, in any respect, all obligations under this Agreement. Brooklyn Park's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.2 Champlin Indemnifies the County and Brooklyn Park. Champlin agrees to defend, indemnify and hold harmless the County and Brooklyn Park, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Champlin or Champlin's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Champlin to perform fully, in any respect, all obligations under this Agreement. Champlin's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.3 The County Indemnifies Brooklyn Park and Champlin. The County agrees to defend, indemnify and hold harmless the Cities, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The Parties agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, the Cities and their commissioners, officers, agents and

employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation.

	<u>Limits</u>
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000
 Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.	
(2) Automobile Liability:	
Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
(3) Workers' Compensation and employer's Liability:	
Workers' Compensation:	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
Employer's Liability. Bodily injury by:	
Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000
(4) Professional Liability – Per Claim and Aggregate:	\$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by Champlin if Champlin's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to

provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of Champlin's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

12. Worker Compensation Claims.

12.1. Brooklyn Park's Employees. Any and all employees of Brooklyn Park and all other persons engaged by Brooklyn Park in the performance of any work or services required or provided for herein to be performed by Brooklyn Park shall not be considered employees of the County or Champlin, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Champlin.

12.2. Champlin's Employees. Any and all employees of Champlin and all other persons engaged by Champlin in the performance of any work or services required or provided for herein to be performed by Champlin shall not be considered employees of the County or Brooklyn Park, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Brooklyn Park.

12.3. The County's Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the Cities, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Cities.

13. Records/Audits. The Parties agree that the County, Brooklyn Park, Champlin, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which

are pertinent to the Project and the accounting practices and procedures of the Parties which involve transactions relating to this Agreement.

- 14. Nondiscrimination.** The provisions of Title VI of the Civil Rights Act of 1964, Minnesota Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 15. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 16. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

(This space left intentionally blank)

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF BROOKLYN PARK

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

CITY OF CHAMPLIN

By: _____
Mayor

Date: _____

By: _____
City Administrator

Date: _____

DRAFT DO NOT SIGN

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board

By: _____
Chair of its County Board

Date: _____

Date: _____

And: _____
County Administrator

Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

And: _____
Assistant County Administrator, Public Works

By: _____
Assistant County Attorney

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
County Highway Engineer

Date: _____

REVIEWED:

RECOMMENDED FOR APPROVAL

By: _____
County Administration Clerk

By: _____
Acting Director, Transportation Operations

Date: _____

Date: _____

EXHIBIT A

Engineer's Estimate and Division of Cost Summary

DRAFT DO NOT SIGN

4.5B COOPERATIVE CONSTRUCTION AGREEMENT

100% ENGINEER'S OPINION OF PROBABLE COST - LOW BID

Project: 109th Avenue Improvements - Project 1
 Location: Cities of Brooklyn Park and Champlin, Hennepin County, Minnesota
 Project No.: SAP 110-113-017, SAP 110-137-005, SAP 193-106-017, SAP 193-114-005, CP 2230100
 W&S 020936-000
 Date: 6/10/2025

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		PARTICIPATING - STATE AID							
					Estimated Quantity	Estimated Cost	CHAMPLIN		BROOKLYN PARK					
					Estimated Quantity	Estimated Cost	SAP 193-106-017 (109TH)	Estimated Quantity	Estimated Cost	SAP 193-594-002 (109TH)	Estimated Quantity	Estimated Cost		
2011.601	AS BUILT		LUMP SUM	\$4,625.00	1	\$4,625.00								
2021.501	MOBILIZATION		LUMP SUM	\$350,000.00	1	\$350,000.00	0.50	\$175,000.00	0.03	\$10,500.00	0.03	\$10,500.00		\$17,500.00
2101.502	GRUBBING	(1)	EACH	\$130.00	71	\$9,230.00	37	\$4,810.00	9	\$1,170.00	6	\$780.00		\$780.00
2101.505	GRUBBING	(1)	ACRE	\$5,250.00	0.2	\$1,050.00	0.1	\$525.00			0.1	\$525.00		\$525.00
2102.503	PAVEMENT MARKING REMOVAL		LN FT	\$1.05	3100	\$3,255.00								
2104.502	REMOVE VEHICULAR GATE		EACH	\$475.00	3	\$1,425.00								
2104.502	REMOVE PIPE APPROX		EACH	\$75.00	4	\$2,300.00								
2104.502	REMOVE LIGHTING UNIT		EACH	\$528.50	4	\$2,114.00								
2104.502	REMOVE CASTING		EACH	\$510.00	2	\$1,020.00								
2104.502	REMOVE GATE VALVE & BOX		EACH	\$500.00	2	\$1,000.00								
2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$775.00	18	\$13,950.00								
2104.502	REMOVE SIGN		EACH	\$42.50	36	\$1,530.00								
2104.502	REMOVE SIGN TYPE SPECIAL		EACH	\$42.50	3	\$127.50								
2104.502	REMOVE SERVICE CABINET		EACH	\$531.25	1	\$531.25								
2104.502	SALVAGE HYDRANT		EACH	\$1,500.00	2	\$3,000.00								
2104.502	SALVAGE SIGN		EACH	\$42.50	5	\$212.50								
2104.502	SALVAGE SIGN TYPE SPECIAL		EACH	\$42.50	2	\$85.00								
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	(3)	LN FT	\$2.25	1252	\$2,817.00								
2104.503	REMOVE PIPE CURBS		LN FT	\$20.75	113	\$2,344.75								
2104.503	REMOVE WATER MAIN		LN FT	\$25.00	40	\$1,000.00								
2104.503	REMOVE SEWER PIPE (STORM)		LN FT	\$22.75	2039	\$46,387.25								
2104.503	REMOVE CURB & GUTTER		LN FT	\$2.80	7383	\$20,872.40								
2104.503	REMOVE BITUMINOUS CURB		LN FT	\$2.80	1638	\$4,586.40								
2104.503	REMOVE FENCE		LN FT	\$7.00	420	\$2,940.00								
2104.504	REMOVE CONCRETE PAVEMENT		SO YD	\$5.85	369	\$2,158.65								
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SO YD	\$12.05	118	\$1,421.90								
2104.504	REMOVE BITUMINOUS PAVEMENT	(3)	SO YD	\$1.80	31075	\$57,015.00								
2104.518	REMOVE BITUMINOUS WALK		SO FT	\$0.30	27087	\$6,626.10								
2104.518	REMOVE CONCRETE WALK		SO FT	\$0.95	11217	\$10,656.15								
2104.518	REMOVE CONCRETE MEDIAN	(4)	SO FT	\$0.95	5672	\$5,388.40								
2106.507	EXCAVATION - COMMON	(P)	CU YD	\$7.60	27554	\$209,410.40								
2106.507	EXCAVATION - SURGRADE	(P)	CU YD	\$4.85	15707	\$77,753.95								
2106.507	EXCAVATION - CHANNEL AND POND	(P)	CU YD	\$9.45	4260	\$40,257.00								
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	\$31.00	18330	\$569,730.00								
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	\$5.40	13887	\$74,941.80								
2106.601	DEWATERING		LUMP SUM	\$90,500.00	1	\$90,500.00	0.50	\$45,250.00	0.03	\$2,715.00	0.03	\$2,715.00		\$4,525.00
2112.519	SURGRADE PREPARATION 6"-12"		ROAD STA	\$300.00	40	\$12,000.00								
2118.507	AGGREGATE SURFACING (CV) CLASS 2		CU YD	\$140.00	44	\$6,160.00								
2123.610	STREET SWEEPER (WITH PICKUP BROOM)		HOURL	\$5,800.00	40	\$232,000.00								
2123.610	1.5 CU YD BACKHOE		HOURL	\$210.00	40	\$8,400.00								

100% ENGINEER'S OPINION OF PROBABLE COST - LOW BID

Project: 109th Avenue Improvements - Project 1
 Location: Cities of Brooklyn Park and Champlin, Hennepin County, Minnesota
 Project No.: SAP 110-113-017, SAP 110-137-005, SAP 193-106-017, SAP 193-114-005, CP 2230100
 W&S 020936-000
 Date: 6/10/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		50% SAP 193-106-017 (109TH)			CHAMPLIN			BROOKLYN PARK			
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2211.507	AGGREGATE BASE (CV) CLASS 5		CU YD	\$27.50	8537	\$234,767.50	4602	\$126,555.00	595	\$16,712.50	564	\$15,510.00	603	\$16,582.50		
2231.509	BITUMINOUS PATCHING MIXTURE		TON	\$189.20	201	\$38,029.20	167	\$31,596.40								
2232.504	MILL BITUMINOUS SURFACE (2.0")		SQ YD	\$2.70	1785	\$4,819.50										
2301.502	DOWEL BAR		EACH	\$10.60	1440	\$15,264.00	1440	\$15,264.00								
2301.504	CONCRETE PAVEMENT 7.0"		SQ YD	\$97.75	1921	\$187,777.75	1921	\$187,777.75								
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2.B)		TON	\$189.20	29	\$5,486.80	29	\$5,486.80								
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)		TON	\$88.70	5655	\$501,598.50	2972	\$263,616.40			418	\$37,963.60			597	\$52,953.90
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3.B)		TON	\$71.15	3582	\$254,859.30	1926	\$137,094.50			214	\$15,226.10			198	\$14,087.70
2451.507	COARSE FILTER AGGREGATE (CV)	(13)	CU YD	\$81.00	281	\$22,761.00	281	\$22,761.00								
2451.507	FINE FILTER AGGREGATE (CV)		CU YD	\$42.55	173	\$7,361.15										
2501.502	15" RC PIPE APRON		EACH	\$1,100.00	2	\$2,200.00										
2501.502	18" RC PIPE APRON		EACH	\$1,125.00	3	\$3,375.00										
2501.502	24" RC PIPE APRON		EACH	\$1,350.00	1	\$1,350.00										
2501.502	22" SPAN RC PIPE ARCH APRON		EACH	\$1,250.00	1	\$1,250.00										
2502.503	4" PERF TP PIPE DRAIN		LN FT	\$24.25	1880	\$45,590.00	1880	\$45,590.00								
2503.503	4" SCHEDULE 40 PVC PIPE		LN FT	\$11.00	140	\$1,540.00										
2503.503	22" SPAN RC PIPE ARCH SEWER CL I/A		LN FT	\$95.50	89	\$8,499.50										
2503.503	15" RC PIPE SEWER DES 3006 CL V		LN FT	\$49.50	3003	\$149,659.50										
2503.503	18" RC PIPE SEWER DES 3006 CL V		LN FT	\$51.50	1483	\$76,379.50										
2503.503	24" RC PIPE SEWER DES 3006 CL V		LN FT	\$62.00	885	\$54,870.00										
2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$1,325.00	7	\$9,275.00										
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE		EACH	\$3,445.00	1	\$3,445.00										
2503.603	PLUG FILL & ABANDON PIPE SEWER		LN FT	\$20.00	53	\$1,060.00	53	\$1,060.00								
2504.601	IRRIGATION SYSTEM		LUMP SUM	\$42,800.00	1	\$42,800.00										
2504.602	CONNECT TO EXISTING WATER MAIN		EACH	\$9,955.00	9	\$89,595.00										
2504.602	HYDRANT		EACH	\$3,580.00	6	\$21,480.00										
2504.602	INSTALL INVERT		EACH	\$1,200.00	2	\$2,400.00										
2504.602	ADJUST VALVE BOX		EACH	\$390.00	3	\$1,170.00										
2504.602	COMPARISON STOP		EACH	\$815.00	3	\$2,445.00										
2504.602	6" GATE VALVE & BOX		EACH	\$2,500.00	2	\$5,000.00										
2504.602	8" GATE VALVE & BOX		EACH	\$3,800.00	2	\$7,600.00										
2504.602	10" GATE VALVE & BOX		EACH	\$4,825.00	8	\$38,600.00										
2504.602	2" CURB STOP & BOX		EACH	\$1,040.00	3	\$3,120.00										
2504.603	2" HDPE WATER SERVICE		LN FT	\$37.50	30	\$1,125.00										
2504.603	2" TYPE K COPPER PIPE		LN FT	\$69.95	240	\$16,788.00										
2504.603	8" PVC WATERMAIN		LN FT	\$24.75	533	\$13,191.75										
2504.603	8" PVC WATERMAIN		LN FT	\$36.25	111	\$4,023.75										
2504.603	10" PVC WATERMAIN		LN FT	\$46.00	4875	\$224,250.00										
2504.603	12" PVC WATERMAIN		LN FT	\$150.00	7	\$1,050.00										

4.5B COOPERATIVE CONSTRUCTION AGREEMENT

100% ENGINEER'S OPINION OF PROBABLE COST - LOW BID

Project: 109th Avenue Improvements - Project 1
 Location: Cities of Brooklyn Park and Champlin, Hennepin County, Minnesota
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STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		PARTICIPATING - STATE AID							
					Estimated Quantity	Estimated Cost	CHAMPLIN		BROOKLYN PARK					
							Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost				
2504.604	4" POLYSTYRENE INSULATION		SQ.YD	\$62.00	50	\$3,100.00								
2504.608	DUCTILE IRON FITTINGS		POUND	\$16.00	2262	\$36,192.00								
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1		EACH	\$1,750.00	19	\$33,250.00								
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2		EACH	\$8,650.00	1	\$8,650.00								
2506.502	CASTING ASSEMBLY		EACH	\$820.00	88	\$72,160.00								
2506.502	ADJUST FRAME & RING CASTING		EACH	\$1,290.00	4	\$5,160.00								
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	\$719.00	57.5	\$41,342.50								
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60		LIN FT	\$975.00	3.8	\$3,705.00								
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	\$490.00	256.5	\$125,685.00								
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		LIN FT	\$1,550.00	16.3	\$25,265.00								
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020		LIN FT	\$1,580.00	15.2	\$24,016.00								
2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	(15)	EACH	\$2,550.00	1	\$2,550.00								
2511.504	GEOTEXTILE FILTER TYPE 1	(13)	SQ.YD	\$1.30	2215	\$2,879.50								
2511.504	GEOTEXTILE FILTER TYPE 4		SQ.YD	\$3.50	218	\$763.00								
2511.507	RANDOM RIPRAP CLASS III		CU.YD	\$122.50	76	\$9,300.00								
2511.602	LANDSCAPE BOULDBERS		EACH	\$300.00	16	\$4,800.00								
2521.518	4" CONCRETE WALK		SQ.FT	\$5.75	16841	\$96,835.75	13038	\$74,968.50						
2521.518	4" CONCRETE WALK SPECIAL 1	(7)	SQ.FT	\$7.90	2485	\$19,710.50	2495	\$19,710.50						
2521.518	5" CONCRETE WALK		SQ.FT	\$6.05	21296	\$129,865.80								
2521.518	5" CONCRETE WALK EXPOSED AGGREGATE		SQ.FT	\$8.95	4792	\$42,888.40								
2521.518	6" CONCRETE WALK		SQ.FT	\$16.40	652	\$10,692.80	528	\$8,659.20						
2521.518	7" CONCRETE WALK SPECIAL 1	(7)	SQ.FT	\$14.25	3629	\$51,713.25	3629	\$51,713.25						
2521.518	3" BITUMINOUS WALK		SQ.FT	\$2.25	39507	\$88,640.75								
2521.602	DRILL & GROUT REIN BAR (EPOXY COATED)		EACH	\$10.65	419	\$4,462.35								
2521.618	CONCRETE CURB RAMP WALK		SQ.FT	\$14.35	8012	\$114,972.20	570	\$8,179.50						
2531.503	CONCRETE CURB & GUTTER DESIGN B434		LIN FT	\$64.45	1018	\$64,800.10								
2531.503	CONCRETE CURB & GUTTER DESIGN B612		LIN FT	\$31.90	70	\$2,233.00								
2531.503	CONCRETE CURB & GUTTER DESIGN B948		LIN FT	\$19.20	8655	\$166,192.00	6863	\$131,385.60						
2531.503	CONCRETE CURB & GUTTER DESIGN B948 (MOD)	(5)	LIN FT	\$19.20	8590	\$164,976.00	5085	\$97,678.00						
2531.503	CONCRETE CURB & GUTTER DESIGN R418		LIN FT	\$34.50	371	\$12,789.50								
2531.503	CONCRETE CURB DESIGN V10		LIN FT	\$42.50	277	\$11,772.50								
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	(6)	SQ.YD	\$79.75	36	\$2,871.00								
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	(6)	SQ.YD	\$90.50	408	\$37,087.20								
2531.603	CONCRETE SILL		LIN FT	\$2.65	1459	\$3,866.35								
2531.618	TRUNCATED DOMES		SQ.FT	\$53.15	794	\$42,201.10	72	\$3,826.80						
2540.603	LANDSCAPE EDGER		LIN FT	\$14.70	205	\$3,013.50								
2545.502	LIGHTING UNIT TYPE SPECIAL 1		EACH	\$4,590.00	15	\$68,850.00								
2545.502	LIGHTING UNIT TYPE SPECIAL 2		EACH	\$5,540.00	5	\$27,700.00								

4.5B COOPERATIVE CONSTRUCTION AGREEMENT

100% ENGINEER'S OPINION OF PROBABLE COST - LOW BID

Project: 109th Avenue Improvements - Project 1
 Location: Cities of Brooklyn Park and Champlin, Hennepin County, Minnesota
 SAP 110-113-017, SAP 110-137-005, SAP 193-106-017, SAP 193-114-005, CP 2230100
 Project No.: W&S 020936-000
 Date: 6/10/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		PARTICIPATING - STATE AID													
					Estimated Quantity	Estimated Cost	50% SAP 193-106-017 (109TH)		50% SAP 193-594-002 (109TH)		CHAMPLIN		BROOKLYN PARK							
							Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost						
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED		EACH	\$2,439.75	20	\$48,795.00	15	\$36,596.25												
2545.502	SERVICE CABINET -TYPE L1		EACH	\$13,055.00	2	\$26,110.00	1	\$13,055.00												
2545.502	SERVICE EQUIPMENT		EACH	\$1,435.00	2	\$2,870.00	1	\$1,435.00												
2545.502	EQUIPMENT PAD B		EACH	\$1,745.00	2	\$3,490.00	1	\$1,745.00												
2545.502	HANDHOLE		EACH	\$2,960.00	1	\$2,960.00	1	\$2,960.00												
2545.503	2" NON-METALLIC CONDUIT		LIN FT	\$6.80	4050	\$27,540.00	2400	\$16,320.00												
2545.503	UNDERGROUND WIRE 1/C 8 AWG		LIN FT	\$1.70	17350	\$29,495.00	10300	\$17,510.00												
2545.601	TEMPORARY LIGHTING SYSTEM		LUMP SUM	\$12,750.00	1	\$12,750.00	1	\$12,750.00												
2554.502	GUIDE POST TYPE B		EACH	\$80.00	9	\$720.00														
2557.502	VEHICULAR GATE SINGLE		EACH	\$1,750.00	1	\$1,750.00	1	\$1,750.00												
2557.502	VEHICULAR GATE WOODEN SINGLE		EACH	\$2,250.00	1	\$2,250.00	1	\$2,250.00												
2557.503	WIRE FENCE DESIGN 48-9322		LIN FT	\$59.00	56	\$3,304.00	56	\$3,304.00												
2557.603	WOODEN FENCE TYPE 1		LIN FT	\$43.50	99	\$4,306.50	99	\$4,306.50												
2557.603	WOODEN FENCE TYPE 2		LIN FT	\$41.50	112	\$4,648.00	112	\$4,648.00												
2557.603	VINYL FENCE		LIN FT	\$43.50	171	\$7,438.50	171	\$7,438.50												
2563.601	TRAFFIC CONTROL		LUMP SUM	\$52,625.00	1	\$52,625.00	0.50	\$26,312.50												
2564.602	INSTALL SIGN		EACH	\$584.70	5	\$2,923.50	1	\$584.70												
2564.602	INSTALL SIGN SPECIAL		EACH	\$295.00	2	\$590.00	2	\$590.00												
2564.602	DELINATOR / MARKER PANEL		EACH	\$133.00	9	\$1,197.00	8	\$1,064.00												
2564.618	SIGN		SQ FT	\$78.00	760	\$59,280.00	564	\$43,992.00												
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B		LUMP SUM	\$8,700.00	1	\$8,700.00	1	\$8,700.00												
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	(16)	SYSTEM	\$709,500.00	1	\$709,500.00	1	\$709,500.00												
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	(16)	SYSTEM	\$220,750.00	1	\$220,750.00	0.5	\$110,375.00												
2571.502	DECIDUOUS TREE 2" CAL B&B		EACH	\$380.00	34	\$13,020.00														
2571.502	DECIDUOUS SHRUB NO E CONT		EACH	\$92.25	38	\$3,467.50														
2571.502	PERENNIAL RO T CONT		EACH	\$27.25	47	\$1,276.75														
2571.502	PERENNIAL GRASS NO 1 CONT		EACH	\$51.00	92	\$4,692.00														
2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	\$10,000.00	1	\$10,000.00	0.50	\$5,000.00												
2573.502	STORM DRAIN INLET PROTECTION		EACH	\$195.00	107	\$20,865.00	87	\$16,965.00												
2573.502	COVER END CONTROLS		EACH	\$85.00	5	\$425.00	5	\$425.00												
2573.503	SILT FENCE TYPE MS		LIN FT	\$1.90	6059	\$11,512.10	4755	\$9,034.50												
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST		LIN FT	\$3.10	3442	\$10,670.20	1217	\$3,772.70												
2574.505	SOIL BED PREPARATION		ACRE	\$325.00	7.1	\$2,307.50	3.8	\$1,235.00												
2574.507	FILTER TOPSOIL BORROW		CU YD	\$100.00	86	\$8,600.00														
2574.507	BOULEVARD TOPSOIL MIX (12" DEPTH)		CU YD	\$5000	209	\$1,045,000.00														
2574.508	FERTILIZER TYPE 1		POUND	\$0.85	105	\$89.25	105	\$89.25												

4.5B COOPERATIVE CONSTRUCTION AGREEMENT

100% ENGINEER'S OPINION OF PROBABLE COST - LOW BID

Project: 109th Avenue Improvements - Project 1
 Location: Cities of Brooklyn Park and Champlin, Hennepin County, Minnesota
 Project No.: SAP 110-113-017, SAP 110-137-005, SAP 193-106-017, SAP 193-114-005, CP 2230100
 W&S 020936-000
 Date: 6/10/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		PARTICIPATING - STATE AID									
					Estimated Quantity	Estimated Cost	CHAMPLIN		BROOKLYN PARK		50% SAP 193-106-017 (109TH)		50% SAP 193-594-002 (109TH)			
							Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost		
2574.508	FERTILIZER TYPE 3		POUND	\$0.90	1261	\$1,134.90	577	\$519.30	131	\$117.90	92	\$82.80				
2574.508	FERTILIZER TYPE 4		POUND	\$1.60	302	\$483.20	181	\$289.60			99	\$158.40				
2575.504	SODDING TYPE LAWN		SQ.YD	\$9.55	2592	\$24,753.60	431	\$4,116.05	1086	\$10,371.30	1075	\$10,266.25				
2575.504	ROLLED EROSION PREVENTION CATEGORY 25		SQ.YD	\$1.90	4037	\$7,670.30	2264	\$4,301.60			1109	\$2,107.10				
2575.504	RAPID STABILIZATION METHOD 4		SQ.YD	\$1.80	4035	\$7,263.00	2263	\$4,073.40			1109	\$1,996.20				
2575.505	SEEDING		ACRE	\$215.00	6.7	\$1,440.50	3.8	\$817.00	0.4	\$86.00	0.9	\$193.50				
2575.507	MULCH MATERIAL TYPE 6 (3" DEPTH)		CU.YD	\$111.50	40	\$4,460.00										
2575.508	HYDRAULIC MULCH MATRIX		POUND	\$0.85	19496	\$16,571.60	11220	\$9,537.00	954	\$810.90	2189	\$1,860.65				
2575.508	HYDRAULIC REINFORCED FIBER MATRIX		POUND	\$1.05	17479	\$18,352.95	9203	\$9,663.15	954	\$1,001.70	2189	\$2,298.45				
2575.523	RAPID STABILIZATION METHOD 3		M.GALLON	\$531.55	30	\$15,946.50	14	\$7,441.70	3	\$1,594.65	4	\$2,126.20				
2575.605	LOW MAINTENANCE TURF SEED		ACRE	\$1,195.00	0.6	\$717.00										
2575.608	SEED TWO-YEAR COVER CROP		POUND	\$10.75	14	\$150.50	14	\$150.50								
2575.608	SEED SOUTHERN BOULEVARD		POUND	\$7.45	463	\$3,449.35	188	\$1,400.60	40	\$298.00	22	\$163.90				
2575.608	SEED TURFGRASS		POUND	\$6.55	102	\$668.10	102	\$668.10								
2575.608	SEED MISC INSLOPE		POUND	\$9.25	78	\$721.50	50	\$462.50			28	\$259.00				
2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE		POUND	\$42.00	24	\$1,008.00	13	\$546.00			7	\$294.00				
2582.503	4" SOLID LINE MULTI COMP	(8)	LN.FT	\$0.75	3506	\$2,629.50	3506	\$2,629.50								
2582.503	8" SOLID LINE MULTI COMP	(8)	LN.FT	\$1.50	651	\$976.50	651	\$976.50								
2582.503	24" SOLID LINE MULTI COMP	(8)	LN.FT	\$9.25	434	\$4,011.50	201	\$1,859.75								
2582.503	4" BROKEN LINE MULTI COMP	(8)(9)	LN.FT	\$0.75	1199	\$899.25	888	\$741.00								
2582.503	8" DOTTED LINE MULTI COMP	(8)(10)	LN.FT	\$1.50	141	\$211.50	141	\$211.50								
2582.503	12" DOTTED LINE MULTI COMP	(8)(11)	LN.FT	\$4.90	97	\$475.30	54	\$264.60								
2582.503	4" BALE SOLID LINE MULTI COMP	(8)	LN.FT	\$2.65	2265	\$6,007.50	1263	\$3,339.45								
2582.503	8" SOLID LINE MULTI COMP GR IN	(8)	LN.FT	\$1.90	2023	\$3,843.70										
2582.503	6" DOTTED LINE MULTI COMP GR IN	(8)(14)	LN.FT	\$1.90	270	\$513.00										
2582.503	4" BALE SOLID LINE MULTI COMP GR IN	(8)	LN.FT	\$2.55	1465	\$3,725.25										
2582.503	24" SOLID LINE PREF THERMO GR IN	(8)	LN.FT	\$18.00	132	\$2,376.00										
2582.518	PAVT 1/8SSG MULTI COMP		SQ.FT	\$11.15	350	\$3,902.50										
2582.518	PAVT 1/8SSG PREF THERMO GR IN ESR		SQ.FT	\$11.00	178	\$1,958.00										
2582.518	CROSSWALK MULTI COMP		SQ.FT	\$4.00	350	\$1,400.00										
2582.518	CROSSWALK PREF THERMO GR IN ESR		SQ.FT	\$12.25	674	\$8,256.25										
				CONSTRUCTION TOTAL		\$6,023,094.15		\$2,957,925.50		\$375,795.10		\$199,768.10		\$184,314.00		\$276,483.20

EXHIBIT B

DRAFT DO NOT SIGN

IT IS OK TO SUBMIT SCANNED COPIES



MnDOT ADA Compliance Checklist (Curb Ramp)



SP: City: District:
 Intersection: Quadrant:
 Ramp Type: Const. Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please [register](#) for an account and use the following step-by-step reference guide on our [ADA transition plan page](#) under "checklist guide."

- (1) Minimum 4' wide pedestrian access route (PAR) maintained? Yes No
- (2) Landing meets min. 4'x4' and perpendicular grade break(s)? Yes No
- (3) Are landing(s) located at the top of each ramp and at change(s) in direction and at inverse grades? Yes No
- (4) Landing slopes (%): (TH) (TH) (SS) (SS)
- (5) Ramp's running slope (%): TH Initial TH Secondary SS Initial SS Secondary
- (6) Ramp's cross slope (%): TH Initial TH Secondary SS Initial SS Secondary
- (7) Gutter flow line slope (%): TH SS
- (8) Gutter inslope (%): TH SS
- (9) Roadway cross slope (%): TH SS
- (10) Do truncated domes cover the entire curb opening and are they properly oriented? Yes No
- (11) Are gutter line and ramps draining properly? Yes No
- (12) Are there any vertical discontinuities greater than 1/4"? Yes No
- (13) Do ramps comply with Spec 2521.3? Yes No
- (14) Are ramps fully compliant? Yes No

TH = Trunk Highway
SS = Side Street

If **NO**, check the reason(s) below. Explain why the ramp didn't meet compliance and how the ramp has been improved from the pre-construction condition (see ADA Compliance Checklist Guidance for more info and attach pages if needed).

- Hennepin
- Topography Structure(s) Utilities Contractor County

- (15) Was the curb ramp able to be built according to the plan details? Yes No

If **NO**, please explain:

Printed Name: Date (mm/dd/yyyy):

I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

EXHIBIT C
Drainage Ownership and Maintenance Responsibilities

DRAFT DO NOT SIGN

LEGEND

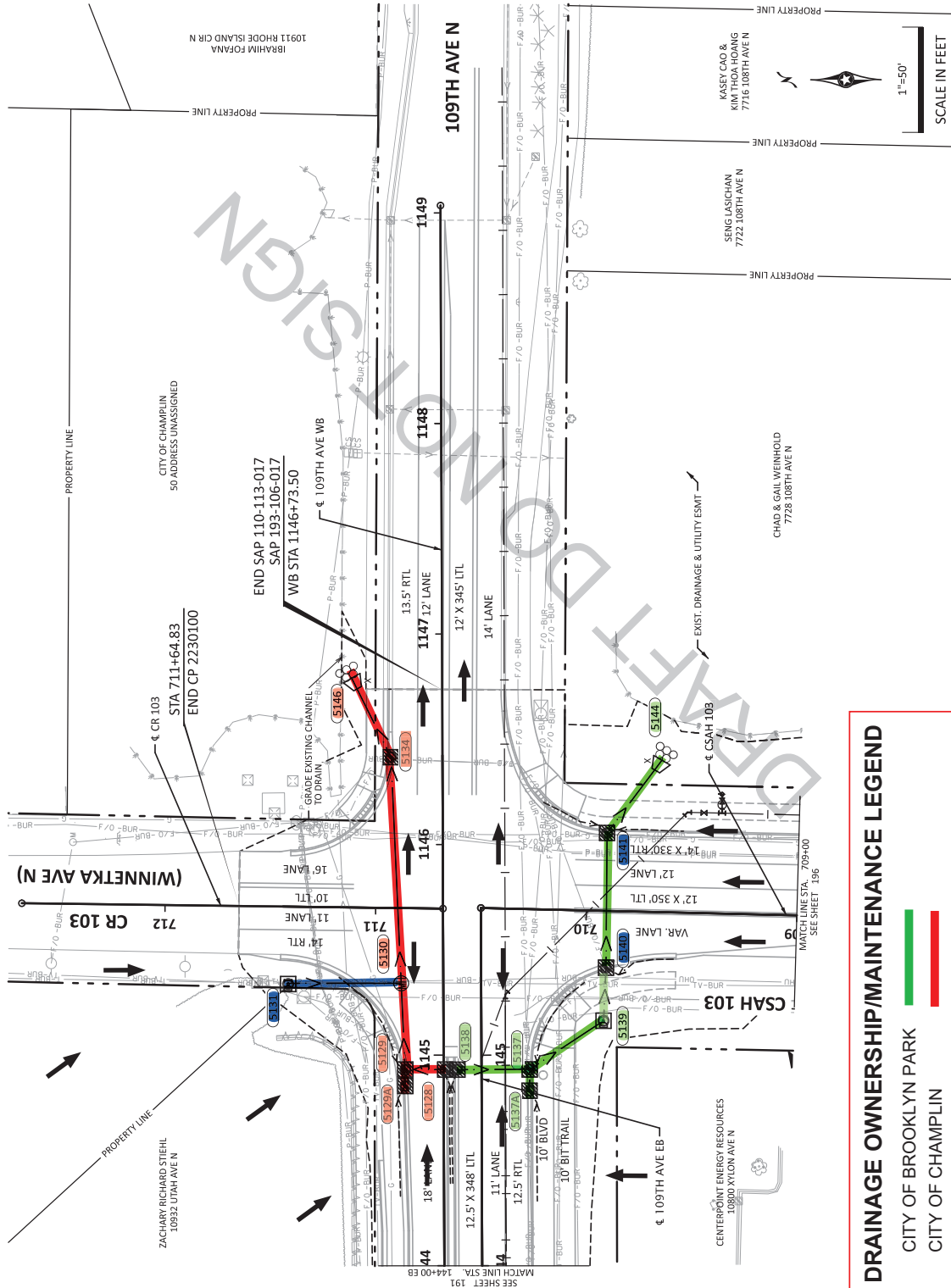
- X GUIDE POST TYPE B
- RANDOM RIPRAP
- ▨ CATCH BASIN
- ⊙ MANHOLE
- ▽ DROP INLET
- △ APRON
- ⊞ STRUCTURE NUMBER
- SURFACE FLOW DIRECTION
- ⊙ ADJUST FRAME & RING CASTING
- REPLACE CASTING
- STORM SEWER PIPE
- CULVERT PIPE
- INPLACE STORM SEWER
- INPLACE CULVERT
- INPLACE SANITARY SEWER
- INPLACE WATER MAIN
- DRAINTILE
- CONSTRUCTION LIMITS
- AREA OF ENVIRONMENTAL SENSITIVITY
- INPLACE RIGHT-OF-WAY
- INPLACE EASEMENT
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

GENERAL NOTES

- SEE ROADWAY PROFILES FOR ALL HIGH AND LOW POINTS.

SAP 110-020-046, SAP 110-113-017, SAP 110-137-005, SAP 193-106-017, SAP 193-114-005, CP 2230100
 Sheet No. 192 of 299 Sheets

109th Avenue N



DRAINAGE OWNERSHIP/MAINTENANCE LEGEND

- CITY OF BROOKLYN PARK
- CITY OF CHAMPLIN
- HENNEPIN COUNTY

SCALE IN FEET
 1"=50'

CITIES OF BROOKLYN PARK AND CHAMPLIN
109th Avenue N Improvements
 Project 1

EXHIBIT C

DRAWN BY:
 DESIGNED BY:
 CHECKED BY:

LEGEND

- X GUIDE POST TYPE B
- RANDOM RIPRAP
- ▨ CATCH BASIN
- ⊙ MANHOLE
- ⊠ DROP INLET
- ▽ APRON
- ⊞ STRUCTURE NUMBER
- SURFACE FLOW DIRECTION
- ⊙ ADJUST FRAME & RING CASTING
- REPLACE CASTING
- STORM SEWER PIPE
- CULVERT PIPE
- INPLACE STORM SEWER
- INPLACE CULVERT
- INPLACE SANITARY SEWER
- INPLACE WATER MAIN
- DRAIN TILE
- CONSTRUCTION LIMITS
- AREA OF ENVIRONMENTAL SENSITIVITY
- INPLACE RIGHT-OF-WAY
- INPLACE EASEMENT
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

GENERAL NOTES

1. SEE ROADWAY PROFILES FOR ALL HIGH AND LOW POINTS.

SAP 110-020-0046, SAP 110-113-0117, SAP 110-137-005, SAP 133-100-0017, SAP 133-114-005, CP 2230100

Sheet No. 195 of 299 Sheets

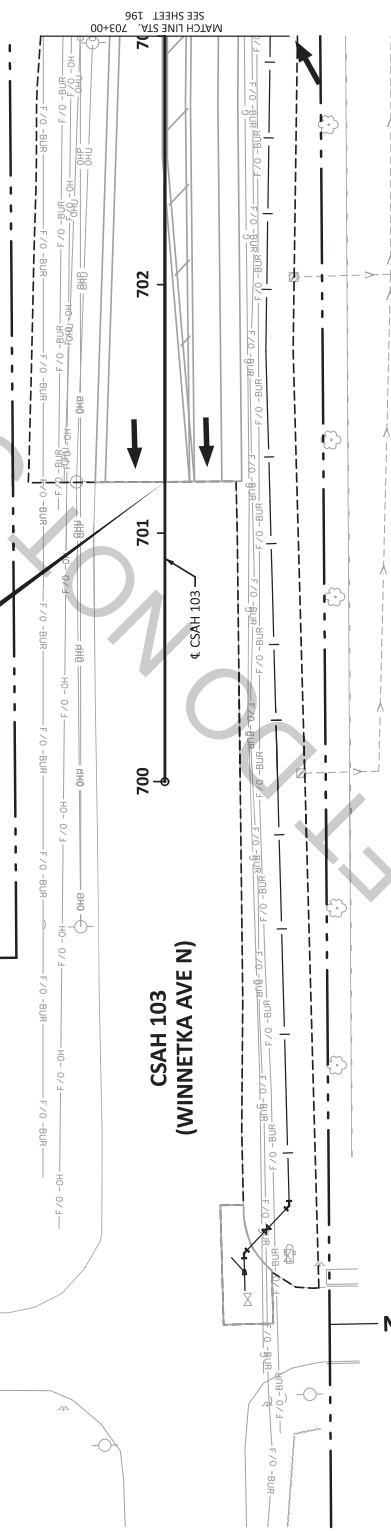
CSAH 103 (Winnetka Ave N)

CENTERPOINT ENERGY RESOURCES
10800 XTION AVE N

DRAINAGE OWNERSHIP/MAINTENANCE LEGEND

CITY OF BROOKLYN PARK	Green Line
CITY OF CHAMPLIN	Red Line
HENNEPIN COUNTY	Blue Line

BEGIN CP 2230100
STA 701+20.67



CITIES OF BROOKLYN PARK AND CHAMPLIN
109th Avenue N Improvements
Project 1

CSAH 103 - NB STA 701+20.67 TO NB STA 703+00

DRAINAGE PLAN

EXHIBIT C

DRAWN BY:	KM
DESIGNED BY:	LG
CHECKED BY:	EM

CSAH 103 (Winnetka Ave N)

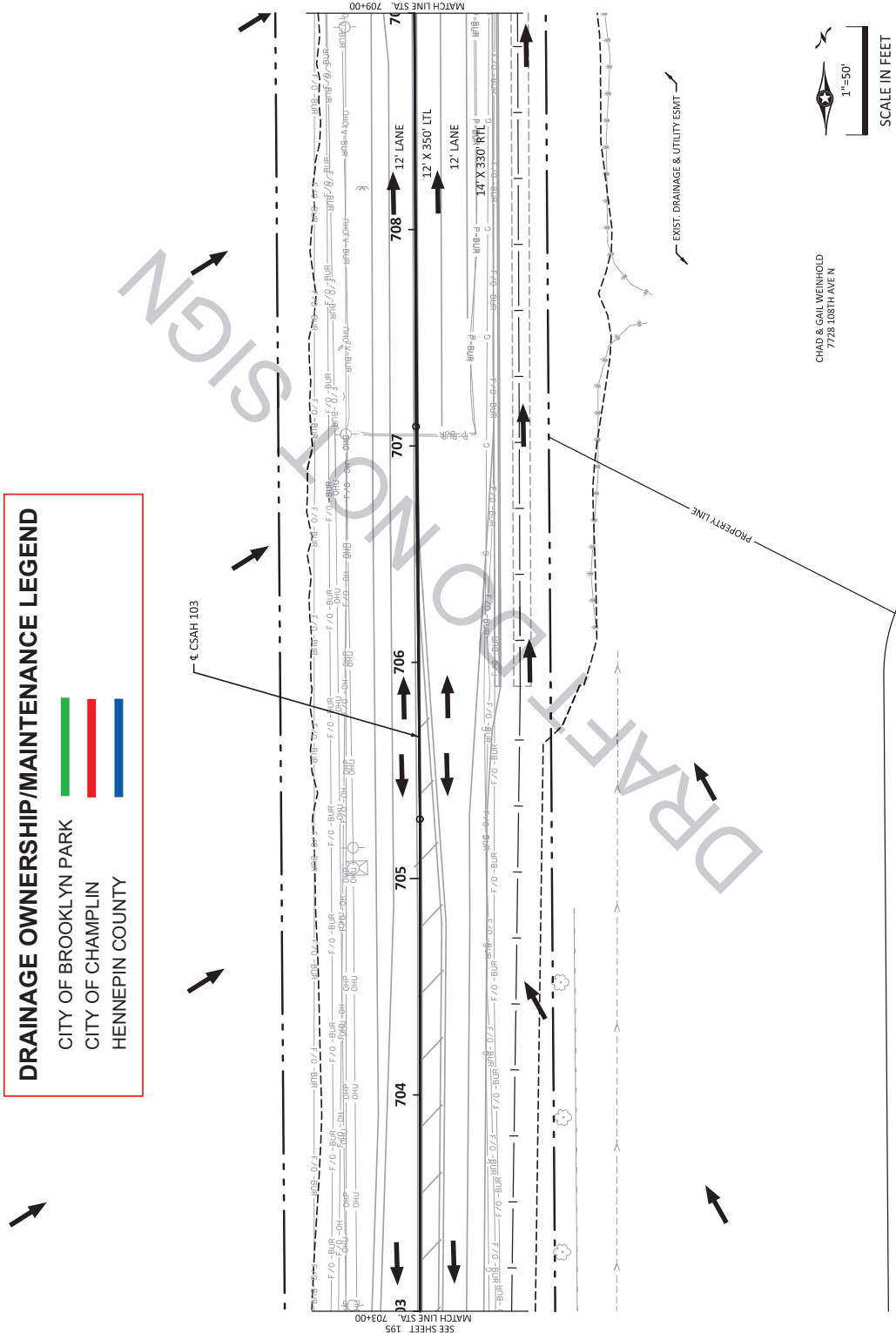
CENTERPOINT ENERGY RESOURCES
10800 XYLON AVE N

DRAINAGE OWNERSHIP/MAINTENANCE LEGEND

	CITY OF BROOKLYN PARK
	CITY OF CHAMPLIN
	HENNEPIN COUNTY

LEGEND

X	GUIDE POST TYPE B
	RANDOM RIPRAP
	CATCH BASIN
	MANHOLE
	DROP INLET
	APRON
	STRUCTURE NUMBER
	SURFACE FLOW DIRECTION
	ADJUST FRAME & RING CASTING
	REPLACE CASTING
	STORM SEWER PIPE
	CULVERT PIPE
	INPLACE STORM SEWER
	INPLACE CULVERT
	INPLACE SANITARY SEWER
	INPLACE WATER MAIN
	DRAIN TILE
	CONSTRUCTION LIMITS
	AREA OF ENVIRONMENTAL SENSITIVITY
	INPLACE RIGHT-OF-WAY
	INPLACE EASEMENT
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



SCALE IN FEET
1"=50'

CHAD & CARL WEINHOLD
7723 188TH AVE N

PROPERTY LINE

EXIST. DRAINAGE & UTILITY ESMT

DRAWN BY:
DESIGNED BY:
CHECKED BY:

EXHIBIT C



CITIES OF BROOKLYN PARK AND CHAMPLIN
109th Avenue N Improvements
Project 1

CSAH 103 - STA 703+00 TO STA 709+00
DRAINAGE PLAN

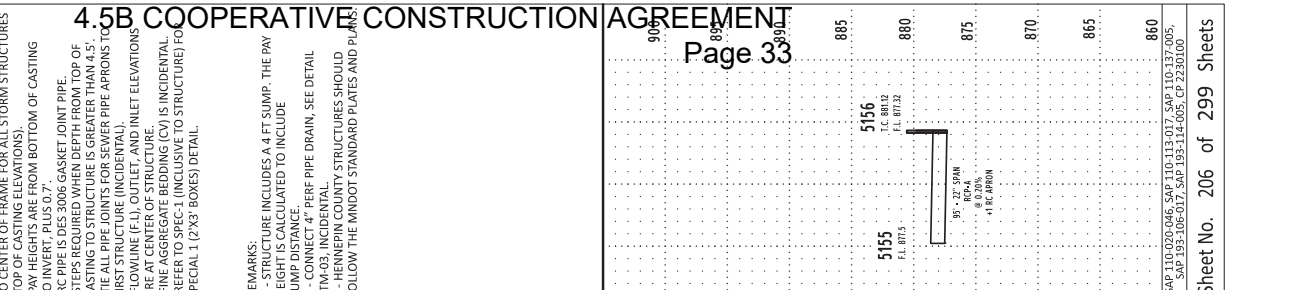
GENERAL NOTES

1. SEE ROADWAY PROFILES FOR ALL HIGH AND LOW POINTS.

SAP 110-020-0046, SAP 110-113-017, SAP 110-137-005, SAP 193-180-0017, SAP 193-114-005, CP 2280160

Sheet No. 196 of 299 Sheets

STRUCTURE NO.	STRUCTURE LOCATION	COORDINATES		DRAINAGE STRUCTURES			DRAINAGE STRUCTURES		INLET ELEV.	OUTLET ELEV.	TOP OF CASTING ELEV.	STEPS REQ'D	CASTING ASSEMBLY TYPE	SD-48 UN FT	SD-48 UN FT	SPEC 1 EACH	PAY HEIGHT UN FT	15" RCP CLV UN FT	27" SPAN RCP-A CLVA UN FT	APRON TYPE	4" PERE TP PIPE DRAIN UN FT	RIRAP CLASS III CU YD	GEOTEXTILE FILTER TYPE 4 SQ YD	GUIDE POSTS TYPE B EACH	REMARKS
		X	Y	CASTING UN FT	ASSEMBLY TYPE	UN FT	UN FT	UN FT																	
5138	P_109TH_EB	500483.06	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5139	P_109TH_EB	500483.06	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5140	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5141	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5142	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5143	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5144	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5145	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5146	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5147	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5148	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5149	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5150	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5151	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5152	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5153	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5154	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5155	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5156	P_109TH_AVE1	500556.31	231637.37	1	5.3	R-3067V	874.09	870.43	870.43	874.09	YES	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
TOTAL				4	14.7															432	10.8	48.5	4		



STRUCTURE NO.	STRUCTURE LOCATION	ALIGN.	STATION	OFFSET	COORDINATES	CASTING ASSEMBLY TYPE	SD-48 UN FT	SD-48 UN FT	SPEC 1 EACH	PAY HEIGHT UN FT	15" RCP CLV UN FT	27" SPAN RCP-A CLVA UN FT	APRON TYPE	4" PERE TP PIPE DRAIN UN FT	RIRAP CLASS III CU YD	GEOTEXTILE FILTER TYPE 4 SQ YD	GUIDE POSTS TYPE B EACH	REMARKS	
5138	P_109TH_EB	P_109TH_EB	1444+93.16	11.6	500483.06	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5139	P_109TH_EB	P_109TH_EB	1444+93.16	22.8	500483.06	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5140	P_109TH_AVE1	P_109TH_AVE1	7094+00.00	57.0	500556.31	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5141	P_109TH_AVE1	P_109TH_AVE1	7094+00.00	37.0	500556.31	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5142	P_109TH_AVE1	P_109TH_AVE1	7094+00.00	104.2	500556.31	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5143	P_109TH_AVE1	P_109TH_AVE1	1146+39.66	22.8	500483.06	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5144	P_109TH_AVE1	P_109TH_AVE1	1144+93.07	0.8	500483.06	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5145	P_109TH_AVE1	P_109TH_AVE1	1144+93.10	18.2	500483.06	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5146	P_109TH_AVE1	P_109TH_AVE1	1146+41.39	24.5	500668.97	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5147	P_109TH_AVE1	P_109TH_AVE1	1146+79.13	43.0	500668.97	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5148	P_109TH_AVE1	P_109TH_AVE1	711+45.70	37.5	500553.09	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5149	P_109TH_AVE1	P_109TH_AVE1	1144+85.42	18.2	500475.35	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5150	P_109TH_AVE1	P_109TH_AVE1	1366+55.62	363.2	499642.34	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5151	P_109TH_AVE1	P_109TH_AVE1	1366+75.72	451.6	499667.76	R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5152	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5153	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5154	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5155	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5156	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5157	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5158	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5159	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5160	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5161	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5162	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5163	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5164	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5165	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5166	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5167	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5168	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5169	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5170	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5171	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5172	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54				B	
5173	P_109TH_AVE1	P_109TH_AVE1				R-3067V	5.3	5.3	1	5.3	874.09	874.09	EACH	54					

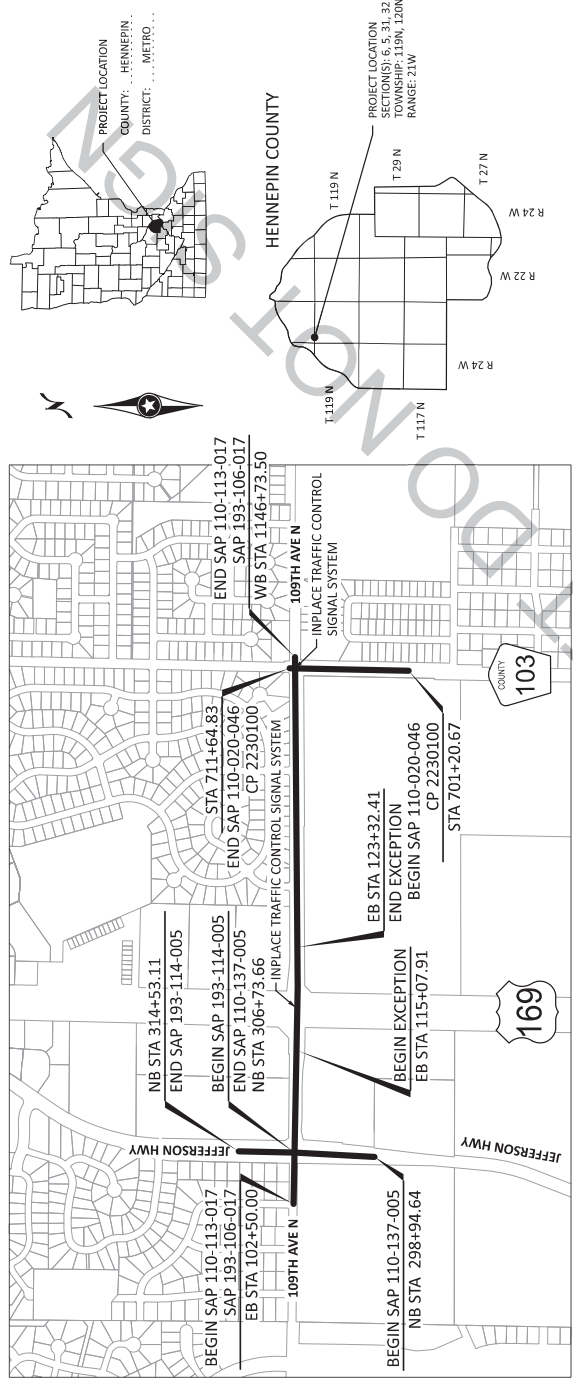
EXHIBIT D
Project Plan Title Sheet

DRAFT DO NOT SIGN

MINNESOTA DEPARTMENT OF TRANSPORTATION City of Brooklyn Park | City of Champlin | Hennepin County

CONSTRUCTION PLAN FOR ROUNDABOUT, GRADING, MILL & BITUMINOUS SURFACING, DRAINAGE, ADA IMPROVEMENTS, LIGHTING, AND TRAFFIC CONTROL SIGNAL SYSTEMS

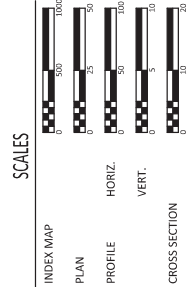
SAP 110-113-017, SAP 193-106-017 LOCATED ON 109TH AVENUE N FROM GETTISBURG AVE N TO CSAH 103 (WINNETKA AVE N)
 SAP 110-020-046, CP 2230100 LOCATED ON CSAH 103 (WINNETKA AVE N) FROM 950 SOUTH OF 109TH AVENUE N TO 1007 NORTH OF 109TH AVENUE N
 SAP 110-137-005, SAP 193-114-005 LOCATED ON JEFFERSON HIGHWAY FROM 550 SOUTH OF 109TH AVENUE N TO 8007 NORTH OF 109TH AVENUE N



TRAIL DESIGN DESIGNATION:

DESIGN SPEED (MPH) 20
 BASED ON 4.5 FT HEIGHT OF EYE
 DESIGN SPEED NOT ACHIEVED AT: ROUNDABOUT

DATE	PLAN REVISIONS SHEET NO.	APPROVED



DESIGN DESIGNATION

109TH AVENUE N
 SAP 110-113-017
 SAP 193-106-017

GROSS LENGTH 15
 BRIDGES-LENGTH 0
 EXCEPTIONS-LENGTH 0
 NET LENGTH 15
 NOTE: LENGTH BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

CSAH 103 (WINNETKA AVE N)
 SAP 110-020-046
 CP 2230100

GROSS LENGTH 15
 BRIDGES-LENGTH 0
 EXCEPTIONS-LENGTH 0
 NET LENGTH 15
 NOTE: LENGTH BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

JEFFERSON HIGHWAY
 SAP 110-137-005
 SAP 193-114-005

GROSS LENGTH 15
 BRIDGES-LENGTH 0
 EXCEPTIONS-LENGTH 0
 NET LENGTH 15
 NOTE: LENGTH BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

R VALUE 15
 ADT (Current Year) 2024 10,700
 ADT (Future Year) 2045 13,900
 D (DIRECTIONAL DISTR.) 50/50
 HEAVY COMMERCIAL 4.39%
 ESALS 1,478,000

DESIGN SPEED 40 MPH
 BASED ON SIGHT DISTANCE STOPPING
 HEIGHT OF EYE / HEIGHT OF OBJECT 3.5/2.0'

MINOR ARTERIAL 2
 MAJOR ARTERIAL (SOUTH OF 109TH AVE) 2
 MINOR ARTERIAL (NORTH OF 109TH AVE) 2
 MAJOR COLLECTOR (NORTH OF 109TH AVE) 2
 ROUNDABOUT 10

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."

GOVERNING SPECIFICATIONS

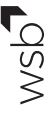
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
 ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

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1	TITLE SHEET
2	GENERAL LAYOUT
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7 - 12	QUANTITY TABULATIONS
13R	EARTHWORK TABULATION
14	SOILS AND CONSTRUCTION NOTES
15 - 20	STANDARD PLATES
21 - 35	DESIGN DETAILS
36 - 38	STANDARD PLANS
39 - 78	TEMPORARY TRAFFIC CONTROL PLAN
79 - 102	ALIGNMENT PLAN & TABULATION
103 - 106	INPLACE TOPOGRAPHY & UTILITIES
107 - 119	REMOVAL PLAN
120 - 132	DRAINAGE REMOVAL PLAN
133 - 145	CONSTRUCTION PLAN & PROFILE
146 - 165	CONCRETE PAVING PLAN
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184 - 207	STORM WATER POLLUTION PREVENTION PLAN
208 - 211	EROSION CONTROL & TURF ESTABLISHMENT
212 - 226	SIGN REMOVAL PLAN
227 - 239	SIGNING & STRIPING PLAN
240 - 251	LIGHTING PLAN
252 - 276	TRAFFIC CONTROL SIGNAL SYSTEM
277 - 299	LANDSCAPING PLAN
11 - 16	WATERMAIN PLAN
W1 - W10	CROSS SECTIONS
X1 - X36	CROSS SECTIONS

THIS PLAN SET INTENDED TO BE VIEWED IN COLOR
 THIS PLAN CONTAINS 351 SHEETS

DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

PRINTED NAME: NICHOLAS HENTGES, PE
 LICENSE NO. 44620

APPROVED: BROOKLYN PARK CITY ENGINEER
 APPROVED: CHAMPLIN CITY ENGINEER
 APPROVED: HENNEPIN COUNTY HIGHWAY ENGINEER
 RECOMMENDED FOR APPROVAL: DESIGN DIVISION ENGINEER

APR 7, 2025
 APR 7, 2025
 APR 7, 2025

Dan Erickson
 Dan Erickson

Dan Erickson
 Dan Erickson

FOR STATE AID ENGINEER REVIEW AND APPROVAL WITH STATE AID RULES/POLICY
 FOR STATE AID ENGINEER: DAN ERICKSON
 DATE: 2025.04.08 15:26:48-0500

FOR STATE AID ENGINEER: DAN ERICKSON
 DATE: 2025.04.08 15:27:14-0500

SAP 110-020-046, SAP 110-113-017, SAP 110-137-005,
 SAP 193-106-017, SAP 193-114-005, CP 2230100

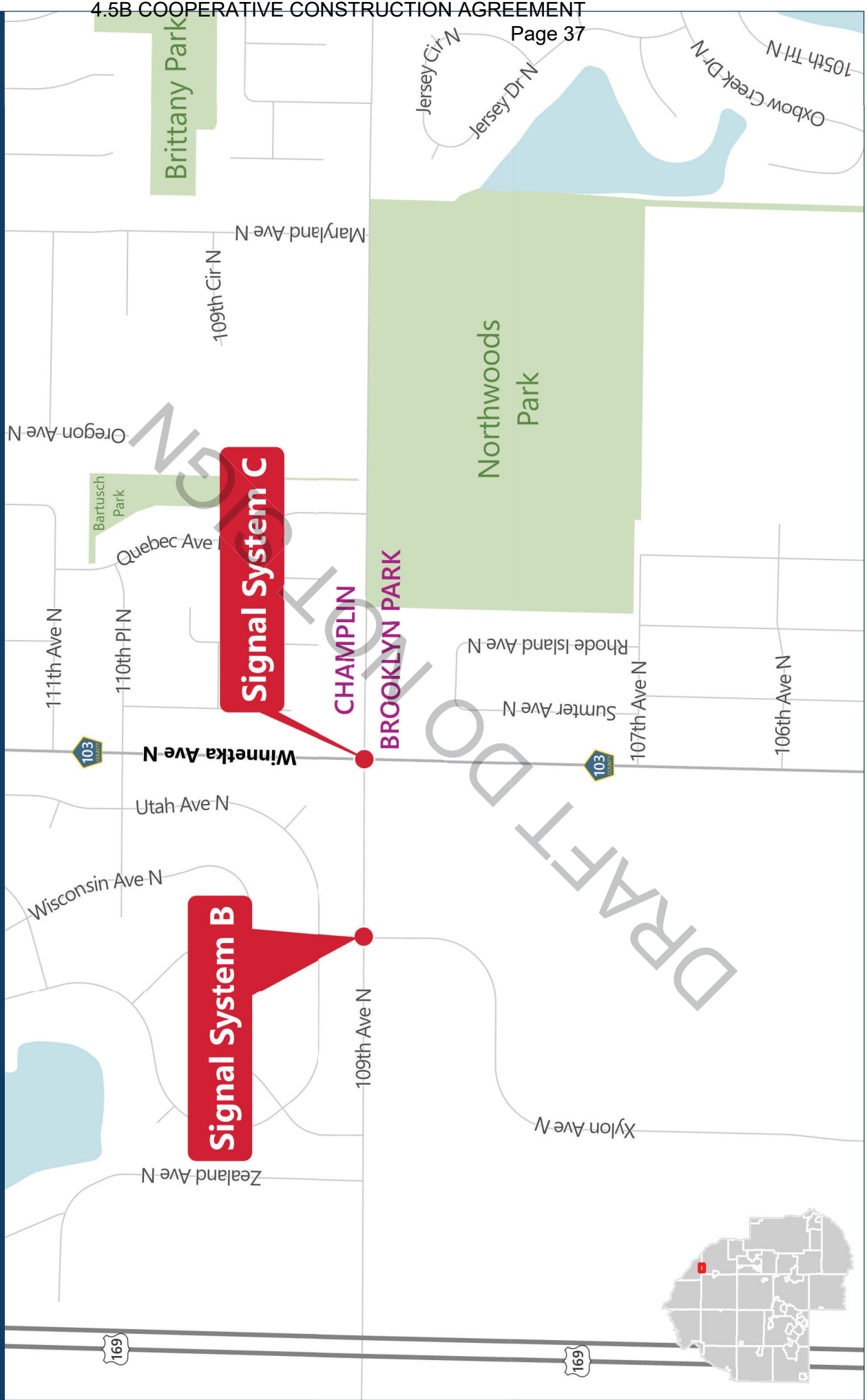
Sheet No. 1 of 299 Sheets

EXHIBIT E
Signal System Locations

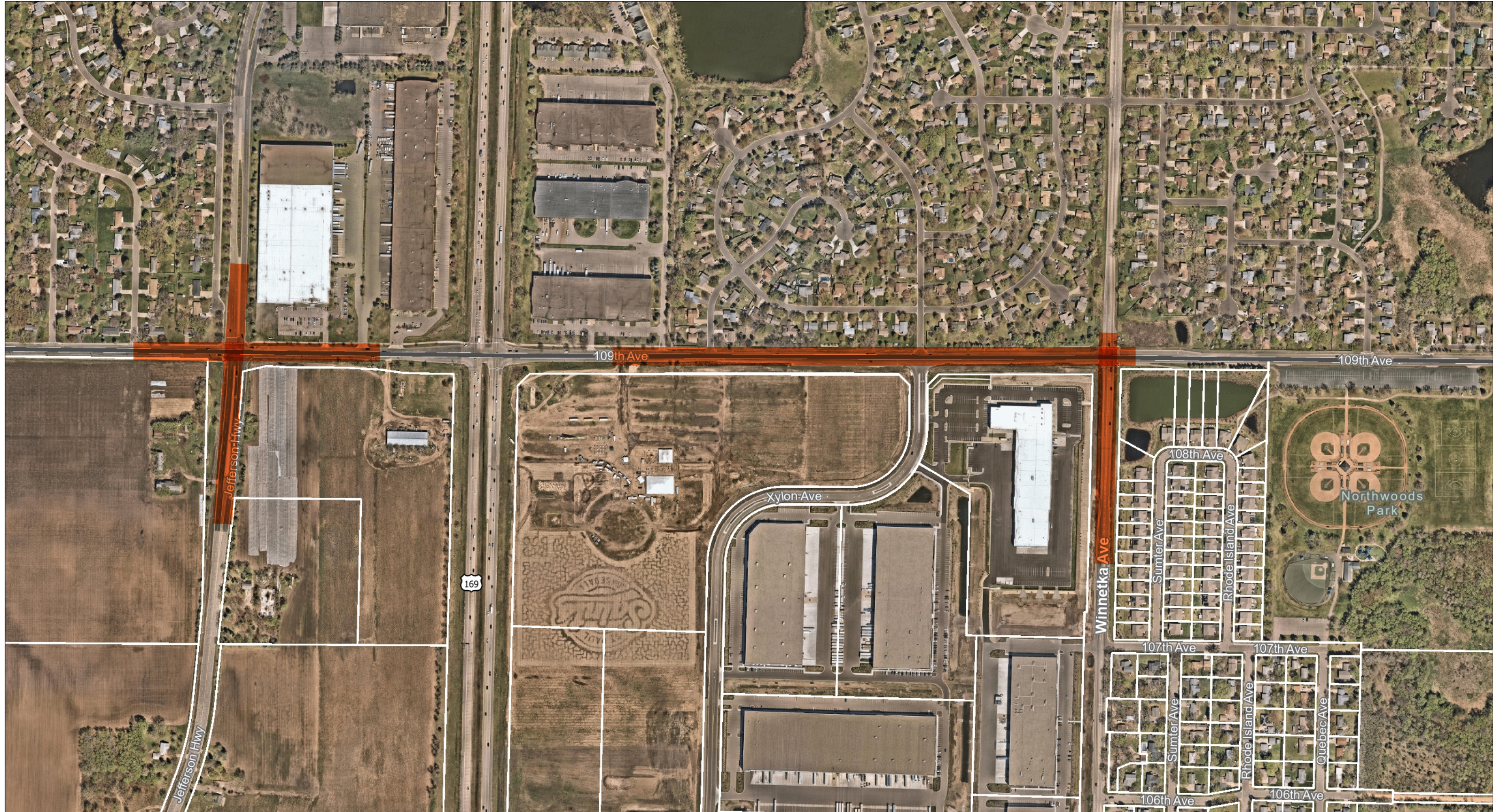
DRAFT DO NOT SIGN

Exhibit E

Signal System Locations



Disclaimer: This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map. Publication date: 4/30/2025. Data sources:



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

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X		
Ordinance:	N/A	Prepared By:	Marc Culver, City Engineer
Attachments:	2	Presented By:	Marc Culver, City Engineer
Item:	Approve 109 th Ave Maintenance Agreement with the City of Champlin		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ APPROVING JOINT POWERS AGREEMENT BETWEEN CITIES OF CHAMPLIN AND BROOKLYN PARK FOR MAINTENANCE OF 109th AVE

Overview:

The cities of Brooklyn Park and Champlin have long cooperated on the maintenance of 109th Ave which serves as the border of the two cities for all but about 1,600 feet of the overall border between the cities. This long-term understanding has served the cities well as we cooperated on pavement maintenance projects, striping, lighting, joint projects, pedestrian flasher systems and even signal maintenance. However, with the reconstruction of a large portion of this shared roadway it has been determined that a formal agreement is prudent and necessary for the long-term shared maintenance responsibilities of the overall roadway.

Therefore, the cities have been working on a maintenance agreement to detail responsibilities, costs, triggers for major maintenance projects, termination terms, liability and hold harmless clauses.

Distribution of maintenance responsibilities include but is not limited to:

- Brooklyn Park is responsible for:
 - o snow plowing of the entire roadway surface from the west city border to West River Road
 - o maintenance of storm sewer structures, trails and sidewalks, lighting and other features on all items south of the centerline of 109th Ave
- Champlin is responsible for:
 - o Maintenance of storm sewer structure, trails and sidewalks, lighting and other features on all items north of the centerline of 109th Ave
 - o Maintenance and irrigation of all plantings in the medians within the roadway including the roundabout at Jefferson Highway and the median on Jefferson Highway north of 109th Ave.

It is recommended that the City Council approve the Joint Powers Agreement between the cities of Brooklyn Park and Champlin for the maintenance of 109th Ave.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

This agreement formalizes and memorializes existing maintenance understandings and responsibilities. The costs to deliver these maintenance responsibilities are already accounted for in the City's operating and capital budgets.

Attachments:

- 4.5A RESOLUTION
- 4.5B JOINT POWERS AGREEMENT

RESOLUTION #2025-

APPROVING JOINT POWERS AGREEMENT BETWEEN CITIES OF CHAMPLIN AND BROOKLYN PARK
FOR MAINTENANCE OF 109th AVE NORTH

WHEREAS, the Cities of Brooklyn Park and Champlin share the jurisdiction and maintenance of 109th Ave which serves as the border between the two cities; and

WHEREAS, the Cities have shared maintenance responsibilities for various activities including pavement management, signing, striping, lighting and other activities for many years without a formal agreement; and

WHEREAS, it is beneficial and worthwhile to document ongoing maintenance responsibilities and shared costs; and

WHEREAS, the Cities have drafted a maintenance agreement to detail said responsibilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approves the Joint Powers Agreement between the Cities of Champlin and Brooklyn Park for Maintenance of 109th Ave North.

Be it further resolved that the Mayor and City Manager are authorized to approve the final draft of the agreement upon final review of the City Engineer and City Attorney.

Joint Powers Agreement Between Cities of Champlin and Brooklyn Park for Maintenance of 109th Avenue N

This agreement, entered into by and between the City of Champlin (“Champlin”) and the City of Brooklyn Park (“Brooklyn Park”), both Minnesota municipal corporations (together referred to herein as “the Parties”), is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of certain powers common to the Parties. The intent of this agreement is to provide for the routine maintenance, general maintenance, and reconstruction and rehabilitation **within the right-of-way** of a shared street, 109th Avenue, from Brooklyn Park’s western municipal boundary located 0.25 miles west of the intersection at Jefferson Highway (the Road’s west terminus) to West River Road (the Road’s east terminus) referred to herein as the “Road”, depicted in **Exhibit A** attached hereto and made a part hereof.

WHEREAS, the Parties are adjacent cities, and share jurisdiction over portions of the Road which lie along their common border; and

WHEREAS, the Parties desire to enter into an agreement to share in the cost of Routine Maintenance, General Maintenance, and Reconstruction and Rehabilitation Maintenance of the Road.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The phrase “Routine Maintenance” as used in this agreement means:
 - a. Snow plowing of the trails and sidewalks
 - b. Sweeping of the roadway
 - c. The repair of potholes and other minor bituminous patching
 - d. Debris and fallen tree removal

- e. Crosswalk Painting
2. Each Party shall be responsible for and pay the cost of Routine Maintenance for the portion of the Road assigned to each as set forth below:
 - a. Champlin shall perform Routine Maintenance for that portion of the Road that from the Road's west terminus to the Maryland Ave. as shown on **Exhibit A**.
 - b. Brooklyn Park shall perform Routine Maintenance from Maryland Ave. to West River Road (the Road's east terminus), as shown on **Exhibit A**.
 3. Champlin shall be responsible for and pay the cost of Routine Maintenance for the following items:
 - a. Maintenance of the storm sewer structures north of the Road centerline
 - b. Mowing, landscape and weed maintenance for all medians within the Road including the roundabout at Jefferson Highway and the median north of the intersection of Jefferson Highway and 109th Ave
 - c. Supplying water and power for irrigation systems for the roundabout at Jefferson Hwy and the center median on 109th between Xylon Ave and Xylon Lane.
 - d. Irrigation System operation and maintenance in the following locations:
median north of the intersection of Jefferson Highway and 109th Ave.,
roundabout at Jefferson Highway, and center median on 109th between Xylon Ave. and Xylon Lane.
 - e. Supplying power to and Maintenance of Street Lights north of the centerline of the Road
 - f. Repairs to concrete sidewalk on the north side of the Road.

4. Brooklyn Park shall be responsible for and pay the cost of Routine Maintenance for the following items:
 - a. Maintenance of the storm sewer structures south of the Road centerline
 - b. Snow plowing of the road surface from 0.25 miles west of Jefferson Highway to West River Road.
 - c. Mowing, landscape and weed maintenance in the following locations: median south of the intersection of Jefferson Highway and 109th Ave.
 - d. Supplying water and power for the irrigation system in the median of Jefferson Hwy south of 109th Ave.
 - e. Irrigation system operation and maintenance in the following locations: the median of Jefferson Hwy south of 109th Ave
 - f. Supplying power to and Maintenance of Street Lights south of the centerline of the Road
 - g. Maintenance of the trails south of the centerline of the Road
5. The phrase “General Maintenance” as used in this agreement means:
 - a. Crack Sealing of Roadway
 - b. Pavement Treatments
 - c. Pavement markings, (lines and arrows)
 - d. Major bituminous patching
6. General Maintenance shall be performed as determined by need and in general conformance with the schedule shown in the table attached hereto as **Exhibit B**.

7. Each Party shall be responsible for General Maintenance for the portion of the Road assigned to each as set forth in Section 1.a. The cost of General Maintenance shall be divided equally between the Parties.
8. In addition to those items above, Champlin shall be responsible for General Maintenance for the following items. The cost of General Maintenance shall be divided equally between the Parties:
 - a. Maintenance and replacement costs for roundabout streetlighting
9. In addition to those items above, Brooklyn Park shall be responsible for General Maintenance for the following items. The cost of General Maintenance shall be divided equally between the Parties:
 - a. Operations and maintenance of the traffic signal at the intersection of Xylon Lane.
 - b. Operation and maintenance of the pedestrian signal near Oxbow Elementary
 - c. Maintenance of the Rapid Flashing Beacon near Champlin Park High School
10. The cost of General Maintenance performed by contractors pursuant to bids shall be equal to the amount of the performing contractors' bid prices and the amount of any change orders thereto. The cost of General Maintenance performed by city employees shall be the total of actual cost of materials, the actual cost of labor (consisting of wages and benefits), and the cost of the use of equipment, which cost shall be calculated based on the then current MNDOT rental rates for such equipment. In addition to the costs of materials, labor and use of equipment calculated as described above, the cost of General Maintenance performed by Champlin or Brooklyn Park

- shall also include any other reasonable and necessary costs it may incur in the performance of the work.
11. Notwithstanding other provisions in this agreement, watermain improvements, repairs and associated street repairs within the right of way are the responsibility of the Party with jurisdiction over the subject watermain. If a watermain break occurs at one of the watermain interconnections the cost of the repair and associated street repairs within the right of way will be divided equally between the Parties.
12. The phrase “Reconstruction and Rehabilitation Maintenance” as used in this agreement means:
- a. Bituminous mill and overlay
 - b. Bituminous full depth reclamation
 - c. Total street reconstruction
 - d. Storm sewer pipe and Pond Maintenance
13. The need for Reconstruction and Rehabilitation Maintenance may be identified by either Party and shall be determined by reference to standards of levels of failure of pavement condition as described in **Exhibit B** and shall be agreed to by both Champlin and Brooklyn Park prior to undertaking the Reconstruction and Rehabilitation Maintenance work. The identifying Party shall promptly notify the other Party of the need for such work, and both Parties shall make their share of the estimated cost of that work a part of their respective Capital Improvement Program for the following budget year.
14. In recognition that the need for Reconstruction and Rehabilitation based on pavement condition is often accompanied by the need for other types of maintenance or

- improvements that are not specifically contemplated by this agreement, the Parties agree that Reconstruction and Rehabilitation Maintenance shall be performed under separate joint powers agreements which the Parties shall negotiate on a case-by-case basis, in good faith, and consistent with the cost sharing arrangement described herein for General Maintenance. It is the intent of both parties that Reconstruction and Rehabilitation Maintenance projects shall occur within a timeframe of approximately 2 to 5 years after determination of need for such improvements. Notwithstanding the foregoing, if pavement failure is imminent the Parties agree that all reasonable action shall be taken to perform necessary improvements as soon as practicable.
15. Routine Maintenance and General Maintenance shall be performed promptly as needed in conformance with MNDOT workmanship and materials standards.
 16. Payment of the opposing city's share of the General Maintenance shall be paid within 45 days of receipt of an invoice after completion of the work. The invoice shall include a detailed description of work done and the costs incurred. The city may ask for a more detailed cost or other records related to the work done.
 17. All work done under this Agreement will be performed to allow continued use of the Road, to the extent reasonably possible in relation to the project undertaken.
 18. TERM. This agreement shall commence upon the approval of the City Councils of both Parties. It may be terminated by either Party upon 90 days written notice to the other of the decision of the terminating Party to terminate. Notwithstanding such decision to terminate this agreement, no termination shall be effective as to any project undertaken pursuant to this agreement until that project has been completed and all associated costs have been paid.

19. LIABILITY INSURANCE. Each party shall carry liability insurance covering all activities conducted under this agreement with limits as least equal to the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for one Party shall not be added together to determine the maximum amount of liability for either party. Nothing herein is construed to waive any of the immunities or liability limits provided in Minn. Stat. Chpt. 466.
20. WORKERS COMPENSATION INSURANCE. Each Party will maintain workers' compensation insurance as required by Minnesota law covering its own personnel while they are performing their obligations under this agreement.
21. HOLD HARMLESS. Each Party shall indemnify, defend and hold harmless the other Party from all claims for damages, bodily injury or other relied arising out of or in connection with any work performed, or failed to have been performed, by it under the terms of this agreement.
22. No change to this agreement shall be valid unless agreed to in writing by both parties.
23. NOTICE. All notices required by this agreement shall be direction as follows:

To Champlin
City Administrator
City of Champlin
11955 Champlin Dr.
Champlin, MN 55316

To Brooklyn Park
City Manager
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443

IN WITNESS WHEREOF, the City of Brooklyn Park and the City of Champlin have caused this agreement to be executed by the duly authorized representatives of each as the day and year first written above.

CITY OF CHAMPLIN

CITY OF BROOKLYN PARK

BY: _____

BY: _____

Mayor

Mayor

DATE: _____

DATE: _____

AND: _____

AND: _____

Administrator

Manager

DATE: _____

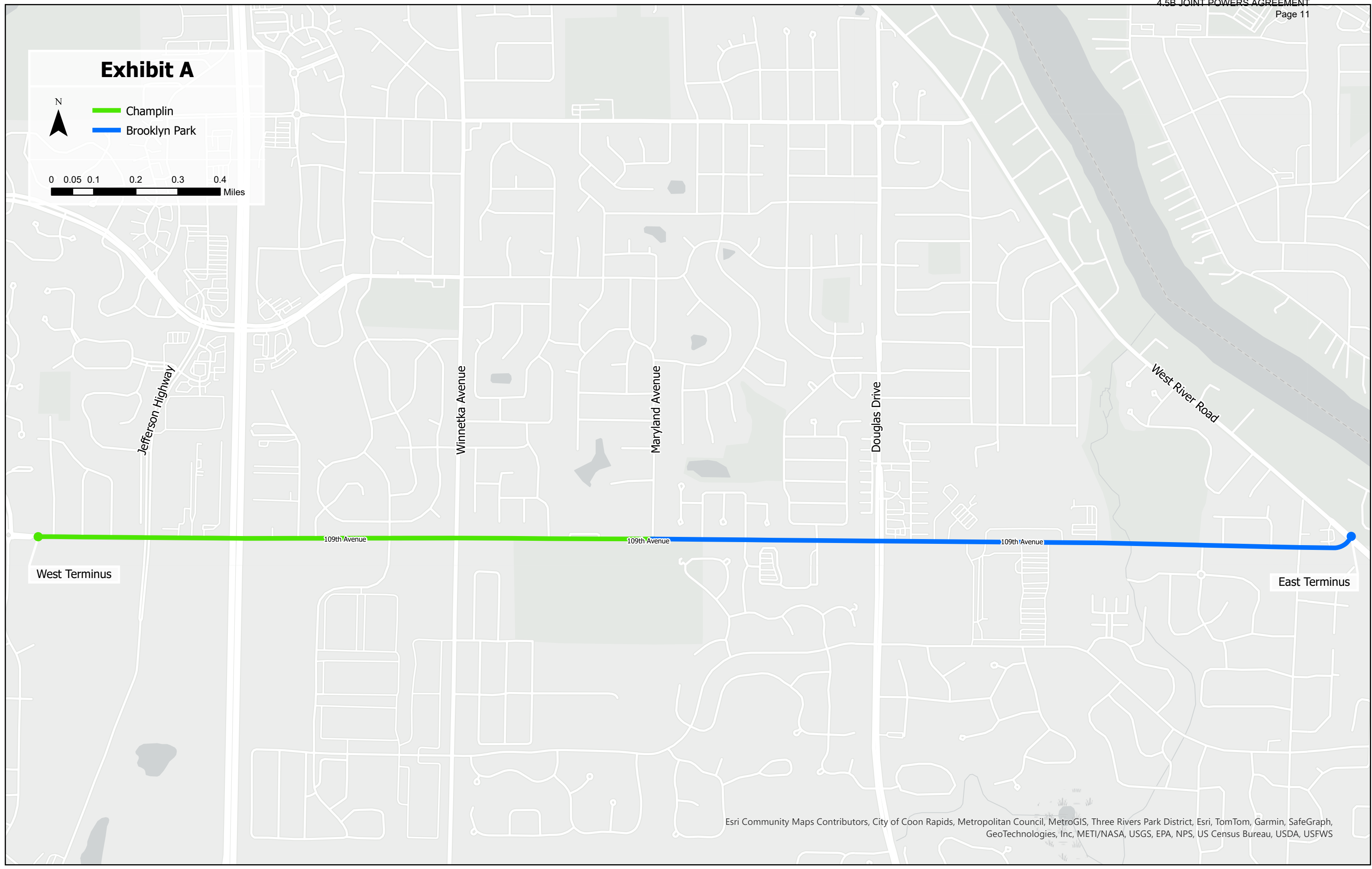
DATE: _____

Exhibit A

N

Champlin
Brooklyn Park

0 0.05 0.1 0.2 0.3 0.4 Miles



West Terminus

East Terminus

Exhibit B

PCI Values and Pavement Maintenance Schedule

PCI Range	Street Characteristics	Maintenance/Rehabilitation Method	Tentative Schedule
71-100	Low to medium severity potholes frost cracking, medium severity transverse cracking, aggregate polishing, low severity raveling.	<u>General Maintenance:</u> Crack Seal Pavement Rejuvenator	4 th year 7-10 years
61-70	Low to medium severity longitudinal and transverse cracking, low and moderate severity edge and curb cracking and spalling, low to medium severity block cracking, medium severity raveling.	<u>General Maintenance:</u> Patch Repair Crack Seal Pavement Rejuvenator	Pavement Rejuvenator 7-10 years Monitor Pavement & Schedule Rehabilitation
0-60	Medium to high severity longitudinal and transverse cracking, medium to high severity reflective cracking alligator cracking, medium to high severity potholes, and high severity edge and curb cracking and spalling, rutting, excessive skin patching, high severity raveling, medium to high severity frost heaving	<u>Reconstruction & Rehabilitative Maintenance:</u> Mill & Overlay Reclaim and Pave Full Reconstruction	As scheduled

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Marc Culver, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Marc Culver, City Engineer
Item:	Approve Proposal for Professional Services for Northwest Area Regional Stormwater Design		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2025-____ APPROVING PROPOSAL FROM BOLTON & MENK, INC. FOR PROFESSIONAL SERVICES FOR NORTHWEST AREA REGIONAL STORMWATER DESIGN

Overview:

The City is currently conducting a major planning effort to designate land uses and prepare an Alternate Urban Areawide Review (AUAR) for the area north of TH 610, south of 101st Ave and between Highway 169 and Winnetka Ave as well as the area north of TH 610, south of 109th Ave and between the west City border and Highway 169.

The AUAR will identify a roadway network of collector streets and minor and principal arterials as well as necessary improvements to those existing facilities, as well as necessary improvements and additions to the water, sanitary sewer and stormwater infrastructure. The recommendations will be high level and will not include final conceptual designs.

In order to coordinate better with the Blue Line Extension (BLE) Light Rail Project and to best prepare the area east of Highway 169 for immediate development, staff has determined that a more detailed stormwater design is necessary as soon as possible. Therefore, staff requested that the current consultant for the Northwest Growth Area Plan provide a proposal to extend the planning level documentation for stormwater infrastructure to a more detailed conceptual and preliminary design for regional stormwater facilities in this area. The goal is to achieve innovative stormwater device designs that support and enhance the overall drainage and aesthetic goals of the Northwest Growth Area and Biotech District areas. The product will also include a flexible hydraulic modeling tool that can be used to test development phasing scenarios allowing us to respond quickly to proposals from developers.

Bolton & Menk, Inc. (BMI) has responded with the attached proposal for services to provide this conceptual level of design and hydraulic analysis model. BMI has also suggested three optional tasks which include:

1. the preparation of Site Concept Renderings for communicating the Council, public and potential developers what the intended design looks like
2. Infiltration Testing to satisfy Minnesota Pollution Control Agency (MnPCA) requirements and concerns
3. Groundwater Monitoring Study: As we are proposing to operate with extremely high infiltration rates ongoing groundwater monitoring will allow us to monitor any impacts to the groundwater and appease concerns from the MnPCA.

Staff is recommending acceptance of the base proposal as well as the three optional tasks for a total of \$96,600.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

This work will be funded using the City's Stormwater Utility Fund which is setup to fund these types of planning and capital projects and which has sufficient funds to cover the cost of this effort.

Attachments:

4.7A RESOLUTION

4.7B PROPOSAL

RESOLUTION #2025-

APPROVING PROPOSAL FROM BOLTON & MENK, INC. FOR PROFESSIONAL SERVICES FOR
NORTHWEST AREA REGIONAL STORMWATER DESIGN

WHEREAS, the City of Brooklyn Park is conducting an Area Plan for the Northwest Area of the City including an Alternative Urban Areawide Review; and

WHEREAS, current design efforts related to the Blue Line Extension Light Rail Project and the supporting roadway network on the eastern edge of this area require more detailed design of the stormwater system; and

WHEREAS, it is beneficial and worthwhile to potential near term development in the area east of Highway 169 in the overall planning area; and

WHEREAS, City staff has requested a proposal from Bolton & Menk, Inc. to provide more detailed regional stormwater design to respond to the current and anticipated short term needs of the area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approves the Proposal from Bolton & Menk, Inc. for Professional Services for Northwest Regional Area Stormwater Design and that the City Manager is authorized to execute the proposal.



Real People. Real Solutions.

111 Washington Avenue South
Suite 650
Minneapolis, MN 55401

Phone: (612) 416-0220
Bolton-Menk.com

June 10th, 2025

Marc Culver, PE
City Engineer
5200 85th Avenue N
Brooklyn Park, MN 55443
marc.culver@brooklynpark.org

RE: Proposal for Professional Services
Northwest Area Regional Stormwater Design

Dear Marc:

Brooklyn Park has begun land use, transportation, and infrastructure planning for the Northwest Area of the city. Bolton & Menk understands that the city would like to expand preliminary concept planning for stormwater management to develop a more detailed regional stormwater management concept. We also understand that an AUAR is required for the area, which must also describe how stormwater will be managed when fully developed. Our scope of work will generally include the following key items.

- Communicate project progress and outcomes at strategic delivery points, including a kickoff meeting and routine check ins.
- Leverage the city's Local Water Management Plan, available storm sewer and stormwater management information, and available hydraulic modeling to analyze the current drainage conditions and establish a framework for future site restrictions.
- Develop a proposed regional stormwater system, including the following key outcomes.
 - Defining the limits of the regional stormwater system, including a planning level design that establishes real volume and space needs.
 - Understand regulatory requirements for stormwater and ensure that future regional systems comply with state and local standards.
 - Creatively leverage infiltration to maximize regional flood control and improved water quality.
 - Utilize "green spines" to balance the built and natural worlds, promotes green infrastructure and sustainable solutions, and expands natural urban systems.
 - Develop a flexible hydraulic modeling tool that can be used to test development phasing scenarios. The tool must evolve with development progress to understand potential temporary conveyance and/or storage areas.
- Prepare a planning report that summarizes findings, describes the framework for regional stormwater management, defines compliance with stormwater regulation, illustrates pond sizing and layout, and estimates construction costs.

We understand the project extents include the first "phase" of anticipated development bound by Hwy 610, Hwy 169, 101st Avenue and the Target Corporate Campus. Areas flowing into the project limits will be included in the modeling effort and scenarios will consider both current and future land uses.

Scope of Services

Task 1: Communication

Upon notice to proceed, we will work directly with applicable staff to immediately schedule a kickoff meeting. We will identify data to be collected, project goals, and expected deliverables.

We anticipate up to four (4) additional coordination meetings throughout the project to examine the hydraulic modeling information and communicate regional design progress. For budgeting, it is assumed these meetings will be in person, but can be virtual as schedules allow.

Deliverables:

- Meeting agendas and assigned action items
- Digital modeling and GIS files
- Summary of planning information

Task 2: Existing Conditions Model

We will establish regional drainage areas discharging to significant topographic features and primary stormwater controls. This will generally include project boundary tie-in locations (i.e. storm sewer), significant low areas and wet lands with surface overflows, and anything else that may be hydraulically significant. Prior to developing the physical model, we will prepare a drainage area map and identify significant hydraulic features. Upon approval from the city, we will develop the model.

Deliverables:

- Existing conditions drainage area maps and modeling node diagrams.
- Hydraulic model and GIS output files.

Task 3: Preliminary Regional Drainage Concept Development

Based on surface topography and major hydraulic features, it will be critical to compare this assessment to the current “green spine” concept and offer potential changes in location and alignment. Regional stormwater management will be most successful when it leverages as much of the existing topography, flood storage, and infiltration areas as possible. Furthermore, wetlands that will ultimately need to be protected will be identified and layouts will be developed with avoidance and mitigation in mind. The recommended modifications will be illustrated in CAD or GIS maps, depending on the availability of digital data.

This task is critical to identify solutions to be fully modeled and designed in Task 4. We assume up to 3 preliminary options to serve as the basis for Task 4.

Deliverables:

- Summary of major hydraulic considerations with current “green spine” concept.
- Recommended modifications to location and alignment.

Task 4: Preliminary Design and Proposed Conditions Modeling

We will begin preliminary design development by leveraging the existing conditions modeling and preliminary layouts developed in Task 3. Preliminary design and proposed conditions modeling will include the following.

- Leverage 3 options identified in Task 3 to vet options in Task 4.
- Modify drainage areas to define proposed conditions drainage. This will include flow into primary ponding areas and stormwater culvert crossings at anticipated roadways. We will not develop internal drainage designs at this time (i.e. near and around buildings, parking lots, or within public rights of way).
- Modify watershed properties to include an assumed percent impervious coverage and applicable times of concentration.
- Size stormwater management features based:
 - Impervious areas and expected water quality and infiltration volumes per watershed district and city MS4 requirements.
 - Drainage area size and stormwater culvert crossing conveyance.
 - Aesthetic and habitat enhancement opportunities; wet and dry sections; integrated channel areas; enhanced and/or restored wetlands; integrated parks areas; etc.
 - Regional flood controls including extended floodplain benches.
 - Maximized infiltration including groundwater protection strategies.
 - Reduced peak runoff rates at critical tie in points.
- Develop proposed conditions hydraulic model to size critical stormwater culvert infrastructure and test peak outflow rates.

Our assessment and design development will result in approximately a 30% design file. We understand that the design is bound to evolve as developments are proposed. However, in order to ensure that developments will meet regulatory requirements, and that the city's sustainability and environmental protection goals are met, its important to develop design details that build confidence in the future regional stormwater system.

Deliverables:

- Preliminary concept design and digital files.
- Proposed conditions model and digital modeling output.

Task 5: Cost Estimates and Summary Report

We will develop a report that describes the project and summarizes the findings. This report will include a narrative, figures, modeling output, and planning level cost estimates. We will also describe a framework for future model adaptation and phase planning as the area evolves with development proposals. We will prepare a draft report for your review and a final report including all comments and modifications.

Deliverables:

- Draft and final summary report.

Optional Value Add Tasks

In our experience with regional stormwater planning, it may be prudent for the city to consider additional services outside of the base scope defined above. The following tasks are optional to the city and we are more than happy to discuss them with you in more detail.

Optional Task A: Site Concept Renderings:

In order to communicate proposed concepts to your city council, or other interested stakeholders, a rendering of the regional stormwater management system can be helpful to visualize the area and build trust. Our landscape architecture team develops these rendered plan view documents frequently. Included in this proposal is a recent example of a rendering developed for Forest Lake. We'd envision graphics similar to these. This optional task would be an add on to Task 4.

Optional Task B: Infiltration Testing:

Bolton & Menk owns and operates a set of Modified Phillip Dunne (MPD) infiltrometers and can spend some time taking representative tests throughout the site. We'd anticipate up to 10 infiltration tests along the "green spine", or in the vicinity, to get some idea of the infiltration capacity of the existing soils. For infiltration rates well in excess of 8.3 inches per hour, additional soil corrections may be required, which could be costly. Furthermore, additional groundwater considerations may allow for higher infiltration rates if the city can identify any risk to groundwater systems. While these tests do not need to be performed now, and additional geotechnical work would likely be included in final design, these inexpensive tests can establish an early design parameter that mitigates any surprises during final design.

Optional Task C: Groundwater Monitoring Study:

Given the site soils and their anticipated high infiltration rates, the city has a unique opportunity to promote significant groundwater recharge in the area – potentially resulting in a "zero discharge" site. That is, all stormwater runoff is retained on site and no water flows overland into downstream systems. Because of the sandy nature of the soils, additional study to identify any risk may be needed under future design phases. While we have not identified a fee associated with a groundwater study at this time, we'd work with our internal and external partners to develop a comprehensive scope of services that sets the city up for success.

Schedule

We understand that the Northwest Area Small Area Plan and AUAR have a target delivery date of December 2025. Our goal is to deliver this Stormwater Planning Study in parallel to inform both along the way. At a minimum, the technical modeling and design components will align with the other project delivery schedule, with the final report delivery after December 2025.

Therefore, the scope of services within this proposal will take approximately 6 to 8 months, upon execution by the city. Bolton & Menk, Inc. proposes the following schedule to develop materials included in the scope and provide the city with time to review. This schedule will be adjusted based on progression on task deliverables or decisions by the city that may refine anticipated project development.

Project Schedule – 2025/2026	
Task	Finish
Scope of Services Approval	June 2025
Project Kick-off Discussion	Early July 2025
Data Review and Existing Conditions Modeling	July – August 2025
Preliminary Concept Development	August – September 2025
Design and Proposed Conditions Modeling	September – November 2025
Final Report	November 2025 – February 2026

Fees

Bolton & Menk, Inc. understands the importance of delivering project tasks on time and within budget. We closely monitor our time, budget, and efficiency of our staff to provide value and savings to our clients. We propose to provide the described work on an HOURLY NOT TO EXCEED contract up to a total fee of **\$86,700**. Should the city choose to complete any of the optional tasks, the fee will adjust according to the table below. Hours will be billed monthly only for work completed on the project.

Bolton & Menk, Inc. understands the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. Fees that are normal and customary expenses associated with operating a professional business will not be charged separately. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these activities and materials.

TASK NO.	WORK TASK DESCRIPTION	Project Manager	Project Engineer	Design Engineer	Landscape Architect	Total Hours	Total Cost
1	Communication	42	22	0	8	72	\$14,400
2	Existing Conditions Model	2	16	40	0	58	\$9,000
3	Preliminary Regional Drainage Concept Development	8	12	24	8	52	\$8,400
4	Preliminary Design and Proposed Conditions Modeling	19	54	162	15	250	\$39,000
5	Cost Estimates and Summary Report	6	34	60	0	100	\$15,900
TOTAL HOURS		77	138	286	31	532	
SUBTOTAL		\$17,500	\$23,500	\$41,500	\$4,200		
PRIMARY TASKS TOTAL FEE						\$86,700	
Optional Tasks							
Optional Task A: Site Concept Renderings		2	4	8	40	54	\$7,600
Optional Task B: Infiltration Testing		0	0	16	0	16	\$2,300
Optional Task C: Groundwater Monitoring Study		(To Be Determined with Project Partner)					
OPTIONAL TASKS TOTAL FEE						\$9,900	

Thank you for your consideration. Bolton & Menk looks forward to working with the City of Brooklyn Park. If you have any questions, please contact me at your convenience by phone at 651-724-0404 or timothy.olson@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.



Timothy J. Olson, PE, CFM
Principal Engineer

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	July 14, 2025
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dylan Armstead, Senior Project Manager
Ordinance:	FIRST READING		
Attachments:	1	Presented By:	Dylan Armstead
Item:	FIRST READING of an Ordinance Conveying City Owned Property Located at PID 1611921220094 to Adam Schiesl		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT PID 1611921220094 TO ADAM SCHIESL FOR \$2,000.00.

Overview:

The City Council is asked to approve the first reading of an ordinance authorizing conveyance of city-owned property to Adam Schiesl, as required by Section 14.06 of the City Charter. This action represents the final procedural step in a transaction previously authorized by City Council Resolution #2025-76 on May 2, 2025.

In March 2025, Mr. Schiesl petitioned the EDA to purchase a 0.05-acre parcel (Outlot A) adjacent to his property at 5901 92nd Avenue North. Following required public hearing, the EDA approved transfer to the City (Resolution #2025-14, April 21) and City Council subsequently approved acquisition and sale to Mr. Schiesl (Resolution #2025-76, May 2). The \$2,000 purchase price is based on professional appraisal.

While Resolution #2025-76 authorized the City Administrator to handle this transaction administratively, Section 14.06 of the City Charter requires that conveyances of city-owned property be accomplished by ordinance. This ordinance provides the formal legal mechanism to complete the conveyance.

Primary Issues/Alternatives to Consider:

No terms have changed from the original Council approval.

Budgetary/Fiscal Issues:

The parcel will sell for \$2,000 and the sale will input the property on the tax rolls. Minimal recording fees will apply.

Attachments:

4.8A ORDINANCE

ORDINANCE #2025-

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY
OWNED PROPERTY TO ADAM SCHIESL

The City of Brooklyn Park Does Ordain:

The City of Brooklyn Park owns the fee title to certain property located within the City of Brooklyn Park, Hennepin County, Minnesota (PID No. 16-119-21-22-0094), as legally described as:

Outlot A, BROOKLYN PARK EDA DIVISION 3 ZANE, according to the recorded plat thereof, Hennepin County, Minnesota.

(the "Property").

The City does not contemplate a future use for the Property, which is irregularly shaped, .05 acres in size, and borders a cul-de-sac along its entire southern perimeter.

The City desires to convey the Property to adjacent-property owner Adam Schiesl ("Schiesl"), which is all in accordance with the purchase agreement executed by and between the City and Schiesl.

The Mayor and City Manager are authorized and directed to convey the Property to Schiesl.

City staff and consultants are authorized and directed to take all necessary and convenient steps to accomplish the intent of this Ordinance.

All actions shall be pursuant to Section 14.06 of the City Charter. The City Council finds that the conveyance of the Property has no relationship or impact on the City's comprehensive plan and therefore there is no need for the City's Planning Commission to review and comment on the proposed conveyance.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	July 14, 2025
Agenda Section:	General Action Items	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Josephine Thao, Project Facilitator
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Hollies Winston
Item:	Appointments to the Brooklyn Park Development Corporation Board		

City Manager's Proposed Action:

Appoint two (2) board members to serve on the Brooklyn Park Development Corporation (BPDC) Board of Directors, one representative affiliated with a financial institution working with businesses in Brooklyn Park and one representative affiliated with a small business located in Brooklyn Park.

MOTION _____, SECOND _____, TO APPOINT JEFFREY HABLE TO THE BROOKLYN PARK DEVELOPMENT CORPORATION AS THE FINANCIAL REPRESENTATIVE FOR A TWO-YEAR TERM, EFFECTIVE IMMEDIATELY THROUGH JUNE 30, 2027.

MOTION _____, SECOND _____, TO APPOINT EDNA MCKENZIE TO THE BROOKLYN PARK DEVELOPMENT CORPORATION AS THE SMALL BUSINESS REPRESENTATIVE FOR A TWO-YEAR TERM, EFFECTIVE IMMEDIATELY THROUGH JUNE 30, 2027.

Overview:

On June 23, 2025, the City Council interviewed four (4) applicants to fill 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)."

If the appointments are not made at the City Council Meeting on July 14, 2025, city staff will re-advertise to fill any unconfirmed seats.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	July 14, 2025
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Jay Stroebel, City Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Request by Mayor Winston to Travel to Brooklyn Park Sister Cities in Liberia and Nigeria August 12-25, 2025		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE MAYOR WINSTON TO TRAVEL TO VISIT BROOKLYN PARK SISTER CITIES IN LIBERIA AND NIGERIA FROM AUGUST 12-25, 2025.

Overview:

Brooklyn Park currently has three sister city relationships, Kakata, Liberia, Udu (Delta State), Nigeria, and Banjul, The Gambia. Over the years, Brooklyn Park has received delegations of officials, including mayors, vice-presidents, police chiefs, and other dignitaries from our sister cities and partner organizations. Representatives from our sister cities have regularly requested reciprocal visits to our African sister cities. As part of the 2025 budget, the City Council allocated \$30,000 for expenses related to our Sister City program.

Mayor Winston is requesting to travel to the Brooklyn Park Sister Cities and partner governments in Liberia and Nigeria from August 12-25, 2025. City Manager Stroebel would accompany Mayor Winston from August 15-25 on this trip. This sister city trip will have business and cultural significance, helping to create a collaborative connection between Brooklyn Park, Africa and specifically with our Sister City communities. The State of Minnesota is providing materials and technical assistance in support of this trip.

Approximate costs as of July 9, 2025 for Mayor Winston:

Airfare and baggage: approximately \$1500 (This would cover intra-continent air travel. Mayor Winston would be personally covering the costs of the round-trip flight to Africa.)

Hotel: approximately \$80-200 per night, some accommodations might be provided by Sister Cities

Per Diem when food is not provided: \$145 per day in Lagos, Nigeria; \$110 per day in Monrovia, Liberia

Supplemental Council Pay: \$50 per day

Approximate costs as of July 9, 2025 for City Manager Stroebel:

Airfare and baggage: approximately \$3000 (Includes all airfare costs)

Hotel: approximately \$80-200 per night, some accommodations might be provided by Sister Cities

Per Diem when food is not provided: \$145 per day in Lagos, Nigeria; \$110 per day in Monrovia, Liberia

Gifts for Sister Cities: \$4500 (Engaged local artist Geno Okok, a native Nigerian, to commission art works)

Possible other costs could include: visa applications and travel prep, ground transportation around Africa, security, photography services.

These are approximate costs and will change as planning continues. Staff will communicate costs to Council as we receive updated information.

This expenditure would be covered under 2025 budgeted resources in the Administration expense line Sister Cities. \$30,000.00 was approved in the budget on December 9, 2024, and expenses are not expected to exceed that amount.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

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

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

Attachments:

- 7.2A TRAVEL POLICY
- 7.2B TRAVEL QUOTE
- 7.2C MAYOR ITINERARY
- 7.2D GENO4ART ESTIMATE
- 7.2E DEED EMAIL

Travel Policy

Purpose and Scope

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

Responsibility and Travel Authorization:

City Employees

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

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

Advances

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

Elected Official Travel

Elected Official Travel

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

Out-of-State Travel

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

In-State Travel

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

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

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

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

Accrual and Use of Frequent Flyer Miles

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

Automobile

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) *These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle:** When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle:** When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
 - No personal use of car rental is allowed to be claimed.
 - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
 - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
 - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
 - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

Parking Fees

If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

*Travel Reimbursements must be submitted within 60 days of the expense.

Lodging

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

Meals and Incidental Expenses

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup> (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:
 - a. Fees and tips given to wait staff, baggage carriers, maids, and
 - b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$59	\$13	\$15	\$26	\$5	\$44.25

Traveler's allowed per diem per day for days 2-4 is \$44:

- \$59 M&IE Total
- \$15 Lunch
- \$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed \$44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed \$44.25 per day as found on the schedule.

Other Expenses

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

International Travel

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.

The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp.

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

City Reimbursement of Travel Costs that do not Require Overnight Travel

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

Non-Reimbursable Expenses

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

Documentation

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
 - o Specify attendee and employee or non-employee
 - o Relationship of non-employee to the meeting
 - o Reason that the meeting was not possible during business hours, if applicable

Violation of the Travel Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.

From: [Jay Stroebel](#)
To: [Katrina Doshier](#)
Subject: FW: Travel quotes and itinerary - MSP LOS ROB BJI MSP
Date: Tuesday, July 8, 2025 1:57:17 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

FYI – For the RFCA...

Jay Stroebel
City Manager

763-493-8002 Office
Jay.stroebel@brooklynpark.org

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5200 85th Avenue N, Brooklyn Park, MN 55443

From: Cavalla Travel <cavallatravel@gmail.com>
Sent: Tuesday, July 8, 2025 1:34 PM
To: Jay Stroebel <Jay.Stroebel@BrooklynPark.Org>
Subject: Re: Travel quotes and itinerary - MSP LOS ROB BJI MSP

Hello

Please see below the requested quotes. Let me know if you have any questions.

Note: Prices are subject to change.

Regards

Jannie

On Tue, Jul 8, 2025 at 10:11 AM Jay Stroebel <Jay.Stroebel@brooklynpark.org> wrote:

Jannie,

Thank you for this information. We have been working to continue refining our plans for Africa.

Could you please provide an updated quote with the following:

One reservation leaving MSP to Lagos, Nigeria on Friday, August 15 and then leaving Monrovia, Liberia back to MSP on Sunday, August 24

Pricing \$1,898.00 per person

Outbound [] Only show fares with this Outbound

Total 19hr 0m

airline logo


United Airlines 9655
Economy • Class W
8hr 50m

Departing 04:00 PM Fri, Aug 15 Minneapolis-Saint Paul International Airport Minneapolis, MN • Terminal 1 **MSP**

Arriving 07:50 AM Sat, Aug 16 Frankfurt Airport Frankfurt, Germany • Terminal 1 **FRA**

Fare Basis WL147NCE • Miles 3802 • Airbus A330-300

UA9655 is operated by Ew Discover

Connection 3hr 40m

airline logo


United Airlines 9114
Economy • Class W
6hr 30m

Departing 11:30 AM Sat, Aug 16 Frankfurt Airport Frankfurt, Germany • Terminal 1 **FRA**


Arriving 05:00 PM Sat, Aug 16 Lagos Murtala Muhammed International Airport Lagos, Nigeria • Terminal 1 **LOS**

Fare Basis WL147NCE • Miles 2621 • Airbus A340-300

UA9114 is operated by Lufthansa

Inbound [] Only show fares with this Inbound

Total 23hr 40m

airline logo


United Airlines 9974
Economy • Class Q
6hr 40m


Departing 09:10 PM Sun, Aug 24 Monrovia Roberts International Airport Monrovia, Liberia **ROB**

Arriving 05:50 AM Mon, Aug 25 Brussels Airport Brussels, Belgium **BRU**

Fare Basis QK177NCE • Miles 2780 • Airbus A330-300

UA9974 is operated by Brussels Airlines

Connection 2hr 55m

airline logo


United Airlines 619
Economy • Class Q
8hr 25m

Departing 08:45 AM Mon, Aug 25 Brussels Airport Brussels, Belgium **BRU**

Arriving 11:10 AM Mon, Aug 25 Newark Liberty International Airport Newark, NJ • Terminal B **EWR**

Fare Basis QK177NCE • Miles 3188 • Boeing 757-200



Connection 2hr 45m			
airline logo 			
United Airlines 1394 Economy • Class Q 2hr 55m			
Departing	01:55 PM Mon, Aug 25	Newark Liberty International Airport Newark, NJ • Terminal A	EWR
Arriving	03:50 PM Mon, Aug 25	Minneapolis-Saint Paul International Airport Minneapolis, MN • Terminal 1	MSP
Fare Basis QK177NCE • Miles 872 • Boeing 737 MAX 8			

And then three people needing reservations for the following intra-continent travel:

Sunday, August 17 - Lagos, Nigeria to Asaba, Nigeria

Wednesday, August 20 – Asaba, Nigeria to Lagos, Nigeria

\$290.00 per person x 3 = \$870.00

Outbound [] Only show fares with this Outbound			
			Total 1hr 10m
airline logo 			
Air Peace 7864 Economy • Class V 1hr 10m			
Departing	04:05 PM Sun, Aug 17	Lagos Murtala Muhammed International Airport Lagos, Nigeria	LOS
Arriving	05:15 PM Sun, Aug 17	Asaba International Airport Asaba, Nigeria	ABB
Fare Basis VRT • Miles 200 • Airbus A320-100 / 200 Ceo			
Inbound [] Only show fares with this Inbound			
			Total 1hr 10m
airline logo 			
Air Peace 7867 Economy • Class V 1hr 10m			
Departing	05:55 PM Wed, Aug 20	Asaba International Airport Asaba, Nigeria	ABB
Arriving	07:05 PM Wed, Aug 20	Lagos Murtala Muhammed International Airport Lagos, Nigeria	LOS
Fare Basis VRT • Miles 200 • Airbus A320-100 / 200 Ceo			

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Thursday, August 21 - Lagos, Nigeria to Monrovia, Liberia

And then two people for the following:

Sunday, August 24 - Monrovia, Liberia to Lagos, Nigeria

Pricing \$990.00 per- RT person x 2 = \$1,980.00

One way , Lagos to Monrovia, August 21 pricing \$690.00 per person

Outbound [] Only show fares with this Outbound				Total 9hr 35m
airline logo 				
ASKY 63				
Economy • Class Q				
1hr 0m				
Departing	09:15 AM Thu, Aug 21	Lagos Murtala Muhammed International Airport Lagos, Nigeria	LOS	
Arriving	09:15 AM Thu, Aug 21	Lome - Tokoin International Airport Lome, Togo	LFW	
Fare Basis QXPX3M • Miles 125 • Boeing 737-800				
Connection 5hr 0m				
airline logo 				
ASKY 20				
Economy • Class Q				
3hr 35m				
Departing	02:15 PM Thu, Aug 21	Lome - Tokoin International Airport Lome, Togo	LFW	
Arriving	03:10 PM Thu, Aug 21	Accra Kotoka International Airport Accra, Ghana	ACC	
Ground Time 40m				
Departing	03:50 PM Thu, Aug 21	Accra Kotoka International Airport Accra, Ghana	ACC	
Arriving	05:50 PM Thu, Aug 21	Monrovia Roberts International Airport Monrovia, Liberia	ROB	
Fare Basis QXPX3M • Miles 91 • Boeing 737-800				
Inbound [] Only show fares with this Inbound				Total 8hr 45m
airline logo 				
Ethiopian Airlines 1006				
Economy • Class V				
3hr 30m				
Departing	07:30 AM Sun, Aug 24	Monrovia Roberts International Airport Monrovia, Liberia	ROB	
Arriving	09:30 AM Sun, Aug 24	Accra Kotoka International Airport Accra, Ghana	ACC	

Ground Time40m			
Departing	10:10 AM Sun, Aug 24	Accra Kotoka International Airport Accra, Ghana	ACC
Arriving	11:00 AM Sun, Aug 24	Lome - Tokoin International Airport Lome, Togo	LFW
Fare Basis VEE6M • Miles 609 • Boeing 737-800			
ET1006 is operated by ASKY			
Connection4hr 15m			
airline logo 			
Ethiopian Airlines 1026 Economy • Class V 1hr 0m			
Departing	03:15 PM Sun, Aug 24	Lome - Tokoin International Airport Lome, Togo	LFW
Arriving	05:15 PM Sun, Aug 24	Lagos Murtala Muhammed International Airport Lagos, Nigeria	LOS
Fare Basis VEE6M • Miles 125 • Boeing 737-800			

Please let Katrina (copied here) know if you have any questions 763-213-6354

Thank you!

Jay

Jay Stroebel
City Manager

763-493-8002 Office
Jay.stroebel@brooklynpark.org

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PROPOSED ITINERARY

	<u>Jay's Schedule</u>	<u>Mayor's Schedule</u>
Tuesday, August 12		Flight to Lagos, Nigeria
Wednesday, August 13		Pickup
Thursday, August 14	Flight to Lagos, Nigeria	Welcome to Nigeria Hosting and Badagry Visit
Friday, August 15	Pickup and RMD Hostin	RMD Hosting
Saturday, August 16	Cultural activities	Cultural activities
Sunday, August 17	Flight from Lagos to Asaba	Flight from Lagos to Asaba
Monday, August 18	Visit with Governor of Edo State	Visit with Governor of Delta State (Asaba)
Tuesday, August 19	Drive from Asaba to Udu	Drive from Asaba to Udu in AM, Visit with Udu officials in PM
Wednesday, August 20	Flight from Warri to Lagos	Flight from Warri to Lagos
Thursday, August 21	Flight from Lagos to Monrovia	Flight from Lagos to Monrovia
Friday, August 22	Visit Monrovia and Kakata	Visit Monrovia and Kakata
Saturday, August 23	Visit Monrovia and Kakata	Visit Monrovia and Kakata
Sunday, August 24	Flight to MSP	Flight to Lagos, Nigeria
Monday, August 25		Flight to MSP



ESTIMATE

Brooklyn Park Sister City Project

Geno4art

4507 104th Avenue North
Minneapolis, Minnesota 55443
United States

6122053374
geno4art@gmail.com

BILL TO
City of Brooklyn Park
Jay Stroebel

612-385-7513
Jay.stroebel@brooklynpark.org

Estimate Number: 203
Estimate Date: July 2, 2025
Valid Until: August 1, 2025
Grand Total (USD): \$4,000.00

Items	Quantity	Price	Amount
Artist Fee Commission / Labor	4	\$600.00	\$2,400.00
Materials Design drafts, Supplies, wood, paints, epoxy, tools, etc.	4	\$400.00	\$1,600.00

tax 0% (86-1594299): \$0.00

Grand Total (USD): \$4,000.00

From: [Jay Stroebel](#)
To: [Katrina Doshier](#)
Subject: Fwd: Request for Guidance and Support: Mayor's International Trip to Africa
Date: Wednesday, July 9, 2025 8:17:54 AM
Attachments: [i](#)

Katrina,

Can you include some of the below info in our RFCA on this matter. Thank you!!

Jay

Sent from my iPhone

Begin forwarded message:

From: Tim Gladhill <Tim.Gladhill@brooklynpark.org>
Date: July 9, 2025 at 7:36:37 AM CDT
To: "Buchen, Elise (DEED)" <elise.buchen@state.mn.us>, Malcolm Hicks <Malcolm.Hicks@brooklynpark.org>
Cc: "Rosin, Aeli (DEED)" <aeli.rosin@state.mn.us>, Seng Moua <Seng.Moua@brooklynpark.org>, Jay Stroebel <Jay.Stroebel@brooklynpark.org>, Katrina Doshier <Katrina.Doshier@brooklynpark.org>
Subject: RE: Request for Guidance and Support: Mayor's International Trip to Africa

Thanks Elise! I agree that a meeting with our planning team would be helpful to coordinate efforts. I'll have our Team help arrange some schedules for a time that works.

Thanks for your assistance!

Tim Gladhill
Community Development Director/EDA Executive Director
763-493-8050

[Schedule a meeting with me](#)

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5200 85th Avenue N, Brooklyn Park, MN 55443

From: Buchen, Elise (DEED) <elise.buchen@state.mn.us>
Sent: Tuesday, July 8, 2025 3:03 PM
To: Malcolm Hicks <Malcolm.Hicks@BrooklynPark.Org>
Cc: Tim Gladhill <Tim.Gladhill@Brooklynpark.org>; Rosin, Aeli (DEED) <Aeli.Rosin@state.mn.us>
Subject: Re: Request for Guidance and Support: Mayor's International Trip to Africa

Hello Malcolm,

Thank you so much for reaching out to us. I'm sorry for the delay in responding, the 4th of July holiday had me away from my email.

It is so exciting to hear about Mayor Hollies Winston's upcoming international delegation trip to Africa! We are very happy to support this effort and provide resources to help you prepare for the trip.

Here are my thoughts on some areas where we could provide assistance.

Reference materials:

- Trade/ export quick facts documents for each country -We are working on updating these for you.
- State level marketing materials for key industry areas you would like to promote. Here some examples: [Food & Ag](#) , [Life Sciences](#) , [CleanTech](#)
- [Why MN Business presentation](#)
- [Minnesota Business Case Document](#) (general talking points on page 4 followed by industry information on pages 6-10)
- Protocol information - We are working on compiling this information for you.

Networking:

- In order to avoid duplicating efforts, it would be great if we could have a quick call to understand what connections at the embassies or otherwise would be most helpful. Please send over a few times that would work for a virtual meeting and Aeli and I would be happy to chat.

We look forward to learning more and supporting you on these missions!

Elise Buchen | International Business Development Manager
Minnesota Trade Office

Minnesota Department of Employment and Economic Development
180 E 5th Street, Suite 1200, St. Paul MN 55101
Direct: 651-259-7481 | Cell: 651-387-0335
[Web](#) | [Twitter](#) | [Facebook](#)



From: Malcolm Hicks <Malcolm.Hicks@BrooklynPark.Org>
Sent: Tuesday, July 1, 2025 3:55 PM
To: Buchen, Elise (DEED) <elise.buchen@state.mn.us>
Cc: Tim Gladhill <Tim.Gladhill@Brooklynpark.org>
Subject: Request for Guidance and Support: Mayor's International Trip to Africa

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Good afternoon, Elise,

I hope this message finds you well.

I'm reaching out in my capacity supporting Mayor Hollies Winston's upcoming international delegation trip to Africa, scheduled for August 12–25, 2025. Over the past few years, Mayor Winston has received numerous invitations from community members encouraging him to visit their home countries. In response, he has planned an initial visit to Nigeria, Liberia, and The Gambia this August, with future travel being considered for Liberia (return), Kenya, Ethiopia, and Sierra Leone in 2026.

His aim is to strengthen Brooklyn Park's global ties, deepen sister city relationships (Udu, Nigeria; Kakata, Liberia; and Banjul, Gambia), and explore opportunities for cultural, educational, and economic collaboration.

He is currently exploring engagements with government officials and opportunities to highlight American business capabilities in key sectors, especially those within Brooklyn Park and Minnesota.

Support & Guidance Request

1. DEED Partnership

We'd greatly appreciate your assistance in exploring how we might approach this trip from an international trade and investment perspective.

Specifically:

- How to best represent or highlight Minnesota-based companies or industries.
- Messaging guidance for DEED's global mission and opportunities.
- Recommendations for materials or talking points to support business diplomacy.

2. International Protocol & Strategy Guidance

Your advice would be invaluable regarding:

- Best practices in protocol and cross-cultural government engagement.
- Any coordination needed with U.S. State Department or embassies abroad.
- Suggestions on how to position this visit to maximize trade, diplomatic, and reputational outcomes.

Looking forward to your insights and thank you in advance for any support you can provide.

Thank You,



Malcolm Hicks

Economic Development and Housing Director

W. (763)493-8053 **C.** (763)453-4434

In Office: T, W, Th Remote: M, F

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5200 85th Avenue N, Brooklyn Park, MN 55443

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	July 14, 2025
Agenda Section:	Discussion Items	Originating Department:	Recreation & Parks
Resolution:	N/A	Prepared By:	Brad Tullberg, Recreation & Parks Director
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Brad Tullberg
Item:	CAC Improvements Discussion		

City Manager's Proposed Action:

The City of Brooklyn Park submitted a request for 2025 State of Minnesota bonding funds to add a multi-court gymnasium, entrance and corridor improvements and an outdoor event space at the Community Activity Center. The 2025 legislative session wrapped up without funding for the project. Staff have identified options for funding the project and are seeking input from the City Council on which option(s) to pursue.

Overview:

Residents voted to allocate \$2M from the 2018 Park Bond Referendum to improve the entrances and corridors to the Community Activity Center.

The 2023 Minnesota Legislature allocated \$5M in bonding funds for the creation of gym space. This allocated funding must be spent by December 31, 2028.

The CAC Improvements Task Force was created in 2025. The Task Force has heard presentations on several options and has been a resource for the engagement of elected officials to support the 2025 State of Minnesota bonding request. The Task Force will also provide design input once the project begins to move forward.

Staff submitted a bonding request during the 2025 Legislative session for an additional \$9.5M of support to help fund the project. The total project cost is currently estimated to be \$23.5M.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	8.2	Meeting Date:	July 14, 2025
Agenda Section:	Discussion Items	Originating Department:	Recreation & Parks
Resolution:	N/A	Prepared By:	Brad Tullberg, Recreation & Parks Director
Ordinance:	N/A		
Attachments:	3	Presented By:	Brad Tullberg
Item:	Hortman Memorial Requests Discussion		

City Manager's Proposed Action:

Speaker Emerita Melissa Hortman and Mark Hortman tragically lost their lives on June 14, 2025. Staff have received a number of requests from community members about ways to honor their legacy. Staff will share some information on naming policies and opportunities for memorials. Staff will also be seeking guidance from the City Council about the level of involvement they would like to see from city staff and the process to consider community requests.

Overview:

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 8.2A POLICY ON NAMING FACILITIES
- 8.2B MEMORIAL AND DONATION GUIDELINES
- 8.2C FACILITY NAMING POLICY FLOWCHART

CITY OF BROOKLYN PARK
FACILITY NAMING POLICY
AND
MEMORIAL AND DONATION GUIDELINES

I. PURPOSE

The purpose of the policy is to guide decision makers in consideration of requests for naming of City owned facilities by providing guidelines, standards and procedures for acceptance of donations within City owned property.

II. APPLICABILITY

This policy is applicable to all City owned buildings, parks and facilities. Its application shall include the Recreation and Parks Advisory Commission for those requests within the Parks and Recreation system; and other city owned facilities with application to the City's Citizen Long-range Improvement Committee (CLIC).

III. POLICY

City of Brooklyn Park facilities, including buildings, parks, and open space generally shall be named or renamed under the following guidelines:

- In most cases, City parks shall be named after geographical or natural features in which the site is located. This is to ensure easy identification of the park location by citizens. Facilities contained within the parks may be named after individuals and/or organizations using the criteria noted in section V below.
- The City may consider naming facilities after individuals/organizations/corporations, but only in cases where the individual/organization/corporation has made a contribution of time/service or financial contribution, and where the contribution is directly connected to the benefit or service to the facility.
- The name chosen for a facility should not readily lend itself to undesirable abbreviations, acronyms or nicknames.
- The City may reject consideration of naming facilities for organizations/businesses whose values and ideals do not positively reflect the City of Brooklyn Park.

A. Naming a New Facility

The naming process for a proposed new facility shall begin during the planning phase of construction and after the facility has been approved for inclusion in the City's Capital Improvement Program (CIP).

When citizens, elected officials, or public administrators recommend a name for a proposed new facility, they shall submit a request and justification based on the identified criteria to the appropriate commission directly connected to the department whose services will be provided in the proposed facility. The advisory commission is responsible for recommending a name and submitting it, along with justification, to the City Council for consideration.

B. Naming of an Existing Facility or Amenity

The City may consider naming facilities/amenities within existing facilities and parks which meet the criteria as stated in section V below.

When citizens, elected officials, or public administrators recommend that an existing facility or amenity be named, they shall submit a request and justification to the appropriate commission directly connected to the department whose services are being provided in the facility. The recommendation shall be forwarded to City Council, along with justification for consideration.

C. Changing the Name of an Existing Facility

When an existing named facility that has reached its anticipated life-cycle and is scheduled for reconstruction, the City is not obligated to keep the original name. An attempt should be made to contact the family or organization for which the facility was named and inquire as to interest in contributing (based on criteria in Facility Naming Policy) to sustain the rights for the naming. The City may exercise its rights to rename the facility to its previous name, without financial contribution, if it feels it has notoriety benefit for the department and community.

When citizens, elected officials, or public administrators recommend that an existing facility be renamed, they shall submit a request to the department whose services are being provided in the facility. The recommendation shall be forwarded along with justification to City Council for consideration.

IV. PROCESS FOR REVIEW

The RPAC or CLIC may recommend the following: (1) accepting the proposed name, (2) not accepting the proposed name, or (3) conducting a broader citizen participation process prior to its recommendation. Approval by the Commission/Committee would require a two-thirds yes vote of members present once a quorum is established. The Commission's/Committee's recommendation will be forwarded to the City Council for consideration by the department whose services will be provided in the proposed facility.

V. CRITERIA FOR CONSIDERATION

- A. Financial Contribution** – Naming of a facility or amenity after an individual or organization may be considered if there is a donation of land or if there has been a contribution of 100% of the total cost of construction of a park or facility.
- B. Community Contribution** – Naming a facility or amenity under the criteria of community contribution is to be considered for a person that has contributed the gift of time (10 years or more) to enhance the quality of life in Brooklyn Park, by preserving, promoting and carrying out positive and quantifiable community values and traits as embodied in the following criteria:
- Demonstrated leadership
 - Demonstrated integrity
 - Respected by peers

And at least one of the following:

1. **Community Leadership** – e.g. someone who has demonstrated extraordinary leadership in the community, through service as a City Council Member, commissioner or staff for the City of Brooklyn Park.
2. **Helps out neighbors and fellow Brooklyn Park community members** – e.g. starting a program where community members can volunteer to help each other or provide assistance to other community members, or starts fun family friendly activities in his/her neighborhood where citizens have a chance to meet and interact with one another.
3. **Demonstrated hospitality** – e.g. someone who welcomes new residents, citizens and visitors, and helps them get to know the community and adjust to a new environment, or simply a community member who exhibits hospitality in an ongoing or extraordinary manner.
4. **Promotes and preserves traditional American past-time** – e.g. bringing citizens together as a community in traditional ways by organizing or being a key volunteer for such events as Tater Daze celebration, golf events, bandstand events, etc.
5. **Shows concern for preservation and works to preserve traditions and heritage of the City of Brooklyn Park** – e.g. working to preserve historical Brooklyn Park documents, structures, or events.
6. **Demonstrates patriotism through promotion and preservation of the Country's symbols and dedication to the U.S. military, past and present** – e.g. organizing or being a key volunteer for a formal event to honor our current military members. Recognition to a community member that has served the community or Country with honor and recognition.
7. **Served the community through business** – e.g. a business owner who goes above and beyond their role to support and provide a service to the community in a hospitable manner.

**CITY OF BROOKLYN PARK
RECREATION AND PARKS DEPARTMENT
MEMORIAL AND DONATION GUIDELINES**

Purpose

The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donated park improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to, shelters, buildings, benches, bicycle racks, picnic tables, public art, monuments (by exception only), drinking fountains, playground equipment, and other types of park and trail accessories. The City desires to encourage donations, while at the same time has the responsibility to manage aesthetic impacts and mitigate on-going maintenance costs.

The development of public facilities is expected to be the result of careful planning and quality construction. In addition, public facilities are expected to be maintained by the City, to a quality standard acceptable to the community.

Guidelines established by this policy will apply to all donations made after the effective date of this policy.

Standards established by this policy will apply to purchased equipment, installation techniques, donation acknowledgements, and long term care of all donations made after the adoption of this policy.

GUIDELINES FOR NEW DONATIONS

Definition of an Existing Donation: For the purpose of this policy, existing donations are those donations installed prior to the adoption of this policy.

Definition of New Donations: New donations are those made after the adoption of this policy.

Acquisition or Purchase: The City and the community have an interest in ensuring that park elements purchased and installed be of high quality related to style, appearance, durability and ease of maintenance. The City staff will be responsible for the purchase and installation of all park elements. Exceptions to this policy shall be in writing with clear expectations and understanding as to location, impact and expectations on installation, and shall be approved by City Council.

Appearance and Aesthetics: The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements, and/or, their associated donation acknowledgments should reflect the character of the park or facility and align with the Park Master Plan. All park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

Maintenance: Donated park elements, and/or, their associated donation acknowledgement, become City property. Accordingly, the City has the duty to maintain the donation only for the expected life cycle of the donation.

Repair: The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism. If a donated element is vandalized, it is up to the City to determine the cost benefit to repair or replace the donated element.

Cost: The City has an interest in ensuring that the donor covers the full cost for the purchase, and installation of donated park elements. A separate fee schedule is maintained in which the City will detail costs for donations, installation, and on-going maintenance. The City also has an interest in ensuring that maintenance costs do not negatively impact the resources available for maintenance of other City park facilities. Consequently the City may assess, at the time of donation, a charge sufficient to cover anticipated on-going maintenance of donated park elements throughout its anticipated life expectancy.

CRITERIA FOR ACCEPTANCE

Park Plan: When applicable, the donation of a park element for a specific park facility should conform to the Master Plan for that park showing the available locations for park elements. If no plan exists, or if a plan exists but does not identify a particular park element proposed for donation, the City may accept the donation under certain conditions. Under this circumstance the donation must:

1. Meet a true need of the facility
2. Not interfere with the intended current or future use of the facility
3. Not require the relocation of other equipment or infrastructure to accommodate the donation.

In the opinion of the City, a facility may be determined to be fully developed and the opportunity for donations would not be available.

Donations shall include the true cost of donated items including staff time, labor, materials, and permits used in procurement and establishment of the donation, and a Life Cycle Care Fund for maintenance. If the donation does not include contribution toward Life Cycle Care Fund, it shall be understood that the City will assume the long-term costs of donated element, or element may be removed once meeting expected life cycle.

Notification: This criteria is a requirement for both existing (at the expiration of its life-cycle period) and new donations. It shall be the responsibility of the donor to provide the Recreation Department with a current address for purposes of notification regarding their donation. For the purposes of notification the City will send a certified letter to the donor, notifying the donor of changes related to the status of their donation (i.e. a need to remove, relocate, or comply with conditions set forth in this policy.)

Park Benches, Bicycle Racks, Picnic Table, and Drinking Fountains: Park benches, bicycle racks, picnic tables, drinking fountains, and playground equipment may be sited in locations approved by the City in accordance with an available site plan. Items donated must be of a product approved by the City, and these items become City property at time of purchase.

Trees: The size and species of tree or trees donated shall be limited to those determined by the City. Deciduous trees will be at least 2 inches in diameter (approximately 10 to 12 feet tall) and evergreen trees will be 5 to 6 feet in height. Due to concerns over maintenance and vandalism, plaques will not be included as part of the tree donation. Although we accept tree donations year round, trees will only be planted in the Spring or Fall to give the trees the best chance to survive. Trees will only be accepted for areas that have active irrigation systems in place.

Interpretive/Wayfinding Signs: Interpretive/wayfinding signs may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area and/or include wayfinding. Interpretive/wayfinding signs shall be of a size that is in keeping with the character of the site. All signs shall be of a design that meets ADA requirements for access to the disabled. Interpretive/wayfinding signs shall be designed in such a manner that is consistent with other signs on the site. All signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.

Other Donations: There may be other donations possible other than those expressly listed or contained within this policy. The City may accept those donations subject to a review by the Recreation and Parks Department/Citizen Long-range Improvement Committee (CLIC). Non-designated monetary memorial donations will be used to meet current needs of the Recreation and Parks Department as recommended by the Department Director.

Land, Building, Structures and Public Art: Donated land, buildings, structures (including playgrounds) and public art are subject to full review and approval by the Recreation and Parks Department/CLIC and are considered as part of this policy.

CONDITIONS

Installation: Installation of donated park elements, including the donor acknowledgement/memorial plaques, will be coordinated by City personnel (exception approved by City Council). The installation will be scheduled at a time and date as determined by the City so as not to unnecessarily interfere with routine park maintenance activities.

Removal and/or Relocation: This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated park elements and their associated donation acknowledgments/memorial plaques, when they interfere with site safety, maintenance or construction activities. In the event a donation must be permanently removed, the City will seek an alternative location consistent with this policy. If no such location can be found, the information contained on the memorial may be, at the donor's request, located on a memorial plaque set aside for this purpose at a designated location.

Donation Acknowledgements/Memorial Plaques: Donation acknowledgements and memorial plaques, on any items should be identified for the review and approval by the City, as per the Facility Naming Policy. Acknowledgements and plaques should be of high quality and not be a predominate feature on the item.

PROCEDURE FOR MAKING A DONATION

The City's Recreation and Parks Department office will manage all donations located on city property, with the assistance of the Parks and Facilities Operations Manager.

Application: The donor shall contact the Recreation office to determine whether a donation may be accepted based upon the criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available on the website, through the mail or in person at the Community Activity Center office. Completed applications and payment will be made to the Recreation and Parks Department for review and processing.

MAINTENANCE AND REPAIR

The long term care and maintenance of donated elements is important to both the donor and the City.

Life Cycle Care Fund: The establishment of the Life Cycle Care Fund ensures that the City will care for the donation for the estimated life of the donation, or until such time the City determines that the memorial donation must be removed and/or relocated for unforeseen circumstances. The establishment of a Life Cycle Care Fund applies to all donated park elements installed after the adoption of this policy.

The fund is established with the intent of providing a regular revenue source dedicated and sufficient to reasonably maintain future donations for the duration of their expected life cycle. The cost of a donation will include the cost of purchase, installation, administration, and the estimated cost of maintenance sufficiently based upon the expected life cycle for a donated item. The expected life cycle, routine maintenance and element costs are identified in a separate schedule. This schedule is maintained administratively and may be modified from time to time to ensure that sufficient resources are available to maintain donations.

Accordingly, the City will determine the level of maintenance required for the donated property based upon available budget funding and the type of care needed to reasonably maintain the donation.

At the end of the life-cycle term, the donor may choose to extend the life-cycle term by paying for the current value of a new donation and its associated maintenance cost. The city reserves the right to seek a new donor for the donation at the end of the established life cycle should the original donor choose not to renew the donation, or if the City has not been able to contact the original donor.

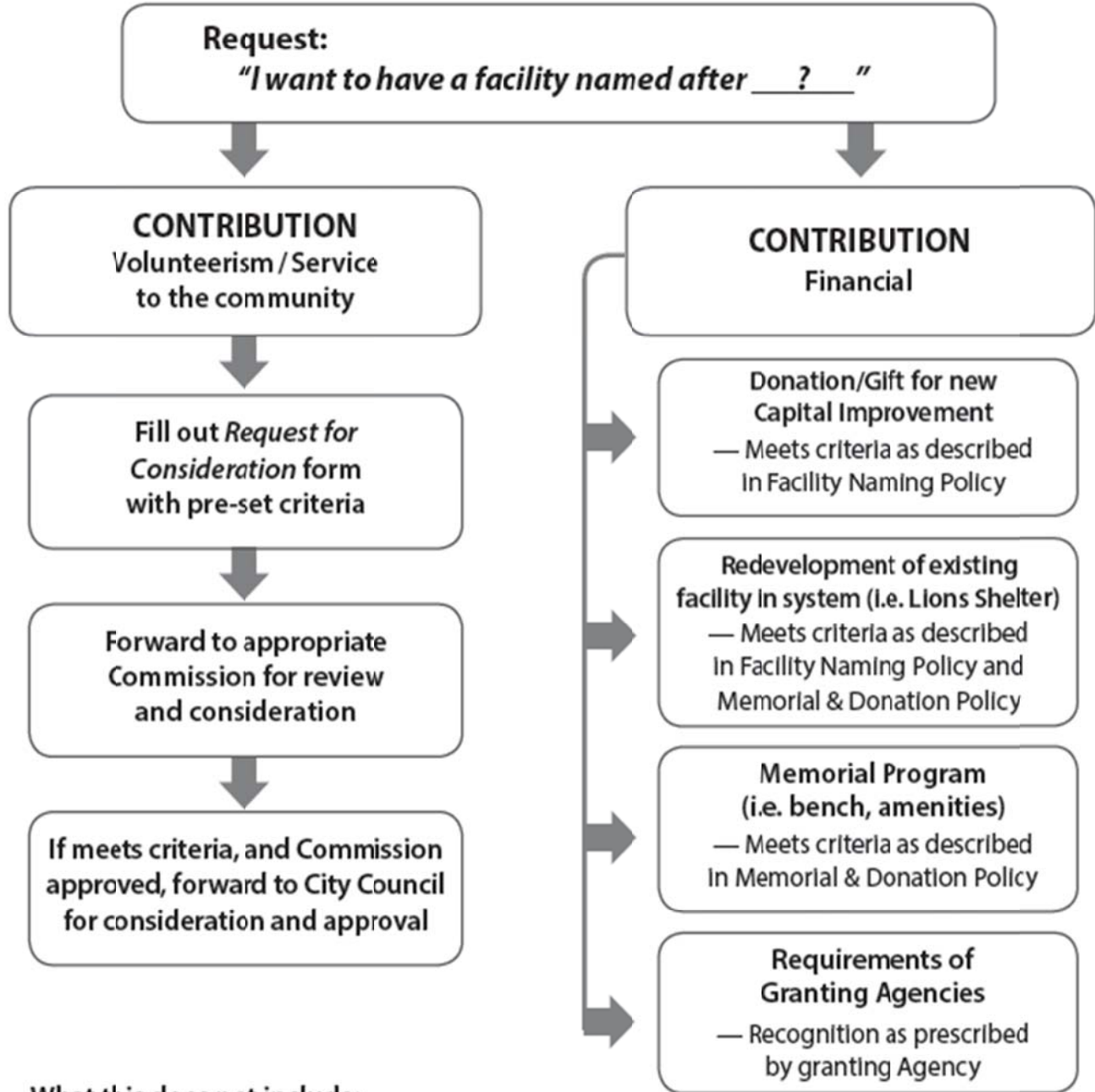
It is the City's interest to exclude certain donations from this policy. Donations with short life spans (5 years or less) are to be replaced and paid for by the donor at the time when the Recreation and Parks Department determines replacement is needed. This policy shall not apply to land or building donations.

Adopted and approved by the Brooklyn Park City Council on June 27, 2016.

Brooklyn Park

Facility Naming Policy

Request for Consideration — FLOW CHART



What this does not include:

— **Sponsorship Program**
Funds contributed toward
a specific program or
event (i.e. Tater Daze)

— **Scholarship Donation**
Name to scholarship
fund, but not facility

— **Advertising Program**
Temporary sign with
specific length of time
for posting

—Please reference Facility Naming Policy and Memorial & Donation Policy for acceptance criteria—

City of Brooklyn Park Council Work Session

Meeting Date:	July 14, 2025	Originating Department:	Police
Agenda Item:	10.1	Prepared By:	Stephanie Heiberger, Administrative Coordinator
Agenda Section:	Work Session	Presented By:	Chief Mark Bruley Inspector Toni Weinbeck
Item:	Discussion of Brooklyn Park Alternatives to Pets Under Police Security (PUPS)		

Summary:

At a previous work session, the Police Department presented options for maintaining animal control services in the City of Brooklyn Park. The options presented were to heavily invest in our contract with the City of Maple Grove for the Pets Under Police Security (PUPS) facility or to invest in and establish an animal control facility within Brooklyn Park. The City Council tasked the Police Department with investigating additional options for establishing a facility in Brooklyn Park. The purpose of this agenda item is to present on these alternative facility options.