

Monday, January 12, 2026
6:00 P.M.

REGULAR CITY COUNCIL MEETING – AGENDA #2

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 Brooklyn Park residents and business owners in Brooklyn Park to address the Council about matters relating to City business not otherwise on the agenda. Public Comment may not be used to make personal attacks, to air personality grievances, to make political endorsements, or for political campaign purposes. Council Members will not engage in a dialogue with speakers. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for informational purposes only. Public Comment will be limited to 15 minutes and individual comments are limited to three minutes.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

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

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

3B.1 Introduction of New Employees

3B.2 Mayor's Proclamation to Recognize January 19, 2026, as Reverend Dr. Martin Luther King Jr. Day in the City of Brooklyn Park

A. PROCLAMATION

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

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

4.1 Approve MNDOT as Local Government Agent for the Use of Federal Force Account Funds; CIP 4014

A. RESOLUTION

B. AGREEMENT

4.2 Approve Change Order 3 and Design Services Amendment for CIP 4014 109th Avenue Reconstruction

A. RESOLUTION CHANGE ORDER 3

B. RESOLUTION DESIGN SERVICES AMENDMENT

C. CHANGE ORDER 3

D. DESIGN SERVICES AMENDMENT

4.3 Set a Public Hearing on January 26, 2026, to Consider the Issuance of an On-Sale Intoxicating Liquor License for EZ Stop Food Market, Inc. Doing Business as ORO Banquet – Bar & Restaurant Located at 2875 Brookdale Drive North

A. PUBLIC HEARING NOTICE

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 Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 4, Section 4.07 And Chapter 6, Sections 6.04 and 6.12 of the Home Rule City Charter

A. ORDINANCE

B. SUMMARY ORDINANCE

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

8. DISCUSSION ITEMS

None.

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. SPECIAL WORK SESSION – ADJOURN TO ROOM A203

10.1 Facilitated Discussion on Housing Policy

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:	January 12, 2026
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:

Employee

Start Date

Title

Finance

Danny Johnson

December 29, 2025

Accountant/Financial Analyst I

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:	January 12, 2026
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Dr. Marcellus Davis, REDI Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Mayor's Proclamation to Recognize January 19, 2026, as Reverend Dr. Martin Luther King Jr. Day in the City of Brooklyn Park		

City Manager's Proposed Action:

The mayor shall recognize and proclaim January 19, 2026, as "Martin Luther King Day" by one of the following:

1. "I, Hollies Winston, Mayor of the city Brooklyn Park, Minnesota do hereby recognize and proclaim the day of January 19, 2026, to be "Martin Luther King Day" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

Overview:

Monday January 19, 2026, is the annual federal recognition and celebration of the lifetime achievements of Reverend Dr. Martin Luther King Jr.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A PROCLAMATION

PROCLAMATION

DECLARING JANUARY 19, 2026 AS REVEREND DR. MARTIN LUTHER KING DAY IN THE CITY OF BROOKLYN PARK, MN

WHEREAS, Reverend Dr. Martin Luther King Jr. Day is celebrated every third Monday of January annually. After a long battle and years of activism to make it a federally recognized holiday, in the year of 1983, the bill was signed by President Ronald Regan to recognize Reverend Dr. Martin Luther King Day. In 1994, President Bill Clinton signed the bill enacting Martin Luther King Jr. Federal Holiday and Service Act. Reverend Dr. Michael Martin Luther King Jr. was born January 15th, 1929, in Atlanta Georgia. Reverend Dr. King changed his name from Michael to his middle name Martin distinguishing himself from his father who he was named after; and

WHEREAS, on this Monday January 19, 2026, the City of Brooklyn Park and the nation will reflect on the life and legacy of Reverend Dr. King's work. His willingness to collaborate and work with others to create change, and his ability to organize everyday Americans to agitate for change under the fierce urgency of now has helped accelerate progress towards creating a racially just America. His love for America and fellow Americans often called for his honest critique and reflection on whether the espoused principles and tenants that built the country in fact befitted all Americans; and

WHEREAS, arguably, one of the greatest American Leaders that fought injustice with agitation and action towards creating a socially just and equitable community, demanded America live up to the expressions and ideals espoused in the countries founding documents, questioned whether or not America has given the Black community a check with insufficient funds, forced America to reimagine the American Dream to include all Americans, and asked America to examine the deep racial divisions that have created what he titles two Americas or the other America; and

WHEREAS, celebrating the legacy of Reverend Dr. King is a lifetime of commitment to assuring the work he and others began can only conclude due to the chariots of justice prevailing victorious over the realities of racial inequities and all forms of injustice. Whether it be the Human Rights Commission working to eradicate gun violence in our community, Zanewood youth providing educational and healthy youth development for our community youth, educators working in the multiple school districts within Brooklyn Park, public servants that serve the residents of Brooklyn Park, Fire and Police Departments providing public safety, the everyday community member who regularly volunteers, City Council Members creating policies that ensure just living conditions for residents of Brooklyn Park, advocates for justice, first time voters using the ballot to improve the racial inequities that are far too persistent in our communities is an extension of the work Reverend Dr. King and many others worked towards during the civil rights movement; and

WHEREAS, additional information, to get the national holiday approved activist, entertainers, and everyday Americans presented over 6 million signatures to the US House Speaker of Representatives in 1982 in support of the passing of the bill to federally recognize MLK Day (MLK Jr. Research and Education Institute at Stanford University, National Constitution Center). More than 990 streets are named in commemoration of Rev. Dr. King (Derek Aldeman, University of Tennessee in Knoxville); Washington D.C. is the site that houses a 30-foot memorial of Rev. Dr. King. Lastly, there is one federal day recognized as a day of service and that's MLK dubbed as a day on, not a day off (AmeriCorps).

NOW, THEREFORE, I, Hollies Winston, on behalf of the City Council, city staff, residents, and the community at-large, do hereby proclaim that we hereby recognize Reverend Dr. Martin Luther King Jr. Day celebration in Brooklyn Park to recognize and celebrate the many contributions he and many other civil rights movement soldiers put forth to holding America to be a country and world community member for all.



5200 85th Avenue North
Brooklyn Park, MN 55443

Hollies Winston, Mayor

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	January 12, 2026
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Mitch Robinson, City Engineer
Ordinance:	N/A		
Attachments:	2	Presented By:	Mitch Robinson, City Engineer
Item:	Approve MNDOT as Local Government Agent for the Use of Federal Force Account Funds; CIP 4014		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2026_____ APPROVING MNDOT AS LOCAL GOVERNMENT AGENT FOR THE USE OF FEDERAL FORCE ACCOUNT FUNDS; CIP 4014.

Overview:

The City of Champlin and the City of Brooklyn Park share ownership of 109th Avenue. Both communities have been working together since 2015 to develop plans and obtain funds to reconstruct 109th Ave from Jefferson Hwy to Winnetka Ave. The communities have been awarded \$2.5 million in regional solicitation grants and \$10 million in State bonding funds. Brooklyn Park is the lead agency for this portion of the project that will focus on improvements near Highway 169. The design of the signal system is progressing and is to the point (90% design plans) where the signal poles and mast arms can be ordered. At the November 24, 2025 City Council meeting, Council approved the pre-order of signal poles to keep the project on schedule.

In order to utilize the regional solicitation grants for this work, a federal force account is required. The City of Brooklyn Park has an existing contract that appoints MNDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government.

Staff recommends the City Council approve MNDOT as the Local Government Agent for the use of federal force account funds for CIP 4014.

Primary Issues / Alternatives to Consider: N/A

Budgetary / Fiscal Issues:

The project is in the 2026-2030 CIP at a current estimated cost of \$3,284,800 including the traffic signal pole costs. The cost will be funded through State bonding funds, regional solicitation and Municipal State Aid funds.

Attachments:

- 4.1A RESOLUTION
- 4.1B AGREEMENT

RESOLUTION #2026-

RESOLUTION APPROVING MNDOT AS LOCAL GOVERNMENT AGENT FOR THE USE OF FEDERAL
FORCE ACCOUNT FUNDS; CIP 4014

WHEREAS, CIP 4014 will reconstruct 109th Ave near the Highway 169 intersection with Brooklyn Park as the lead agency; and

WHEREAS, the traffic conditions at the 109th Ave/Highway 169 intersection meet the signal installation requirements documented in the Minnesota Manual on Uniform Traffic Control Devices; and

NOW, THEREFORE BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Brooklyn Park to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Manager are hereby authorized and directed for and on behalf of the City of Brooklyn Park to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1061811", a copy of which said agreement was before the City Council and which is made a part hereof by reference.



STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN FORCE ACCOUNT

State Project Number: 110-113-021_____

FAIN Number: STBG 2726(117)_____

This Agreement is entered into by and between City of Brooklyn Park (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. MnDOT Contract Number dcp(1052122) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the “Project”; and
3. The Local Government is proposing a federal aid project to reconstruct the intersection of 109th Ave N and US 169. A Public Interest Finding (PIF) has determined that procurement and furnishing of signal poles and mast arms within the project can be completed more economically as a Force Account hereinafter referred to as the “FORCE ACCOUNT”; and
4. The Force Account is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 110-113-021, and in Federal Highway Administration (“FHWA”) records as Minnesota Project STBG 2726(117); and
5. The Assistance Listing Number (ALN) for this project is 20.287 and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government’s Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052122), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052122), which is incorporated herein by reference.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. The estimated cost of the Force Account is \$278,522.00.

5.1.1. It is anticipated that 80% (up to \$222,817.60 capped) of the cost of the Force Account is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.1.2. Costs incurred as of the federal authorization date of 11/24/2025 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.

5.1.3. Eligible cost and expense, if approved, may consist of the following:

- a) The cost of procuring/furnishing signal system poles, mast arms, and related components.
- b) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this Agreement.

5.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.

5.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.

5.1.6. For costs expected to exceed \$278,522.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.

5.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.

5.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The

Project Engineer will certify each partial payment.

- 5.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
- (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and Local Government participation can be applied to the total costs.

5.3. **Reimbursement.** Reimbursement of costs under this Agreement will be based on actual costs, but limited to eligible items.

- 5.3.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 5.3.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: christopher.nobach@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and

the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Mitch Robinson _____, or their successor.

Title: City Engineer _____

Phone: 763-493-8114 _____

Email: Mitchell.robinson@brooklynpark.org _____

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. Workers Compensation. The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 13.3.1. It does not obtain funding from the Minnesota Legislature; or

13.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable. Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23. The Project is applicable for the limited waiver of Buy America Requirements for De Minimis Costs & Small Grants that was

signed 8/16/2023 (Docket #DOT-OST-2022-0124).

- 18. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic

rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

Title VI/Non-discrimination Assurances. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States

shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.3. Federal Funding Accountability and Transparency Act (FFATA).

18.3.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.3.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.3.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.3.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 18.3.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Brooklyn Park

City of Brooklyn Park certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	January 12, 2026
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Mitch Robinson, City Engineer
Ordinance:	N/A		
Attachments:	4	Presented By:	Mitch Robinson, City Engineer
Item:	Approve Change Order 3 and Design Services Amendment for CIP 4014 109 th Avenue Reconstruction		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2026-____ APPROVING CHANGE ORDER 3 FOR CIP 4014 109TH AVENUE RECONSTRUCTION.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2026-____ APPROVING DESIGN SERVICES AMENDMENT FOR CIP 4014 109TH AVENUE RECONSTRUCTION.

Overview:

The City of Champlin and the City of Brooklyn Park share ownership of 109th Avenue. Both communities have been working together since 2015 to develop plans and obtain funds to reconstruct 109th Ave from Jefferson Hwy to Winnetka Ave. The communities have been awarded \$2.5 million in regional solicitation grants and \$10 million in State bonding funds. The Joint Powers Agreement for the project requires both cities to approve change orders for the project. The City of Champlin is the lead agency for the project

During the construction of the project, unforeseen conditions were experienced requiring a price adjustment from the original contract including:

- Additional quantities for select granular material and subgrade excavation for areas with poor soils
- Additional bituminous pavement to tie into the 2026 109th project
- Additional conduit and handholes for the lighting system
- Splitting the project in two phases over a 3 year period as opposed to the single project in one year that was in the original scope

The estimated cost of Change Order 3 is \$158,473.07. The original contract for the project was awarded to North Pine Aggregate for \$6,023,094.15 with Changer Order 1 and 2 adding approximately \$191,880 to the contract. The cost will be split between Champlin and Brooklyn Park.

The estimated cost of the design amendment is not to exceed \$65,877.00. The original design contract was awarded to WSB for \$937,427. The cost will be split between Champlin and Brooklyn Park.

Staff recommends approval of both Change Order 3 and the design services amendment.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The \$10 million in State bonding funds secured for the project would cover both Change Order 3 and the design services amendment.

Attachments:

- 4.2A RESOLUTION CHANGE ORDER 3
- 4.2B RESOLUTION DESIGN SERVICES AMENDMENT
- 4.2C CHANGE ORDER 3
- 4.2D DESIGN SERVICES AMENDMENT

RESOLUTION #2026-

RESOLUTION APPROVING CHANGE ORDER 3 FOR CIP 4014 109 AVENUE RECONSTRUCTION

WHEREAS, Brooklyn Park and Champlin have a Joint Powers Agreement for Construction Services for 109th Avenue from Jefferson Highway to Winnetka Ave; and

WHEREAS, the Joint Powers Agreement appointed Champlin as the lead agency and requires each city to approve change orders for the project; and

WHEREAS, the contractor, North Pine Aggregate, was awarded the contract from the City of Champlin in the amount of \$6,023,094.15; and

WHEREAS, Change Order 1 was approved at the May 27, 2025 City Council meeting with an estimated cost of \$126,050; and

WHEREAS, Change Order 2 was approved at the September 22, 2025 City Council meeting with an estimated cost of \$66,398.32; and

WHEREAS, in the proper performance of the contract unforeseen conditions were encountered requiring unit price adjustment from the original contract for Change Order 3.

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

The Mayor and City Manager are hereby authorized and directed to enter into a contract with North Pine Aggregate for additional units of work, at a cost of \$158,473.07 in the name of the City of Brooklyn Park for the aforesaid improvements, according to the plans and specifications on file in the Office of the City Clerk for CIP 4014.

RESOLUTION #2026-

RESOLUTION APPROVING DESIGN SERVICES AMENDMENT FOR CIP 4014 109 AVENUE
RECONSTRUCTION

WHEREAS, Brooklyn Park and Champlin have a Joint Powers Agreement for Construction Services for 109th Avenue from Jefferson Highway to Winnetka Ave; and

WHEREAS, the Joint Powers Agreement appointed Champlin as the lead agency and requires each city to approve change orders for the project; and

WHEREAS, the designer, WSB, was awarded the design contract in the amount of \$937,427; and

WHEREAS, the original design scope was revised from one project to two phases over three years.

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

The Mayor and City Manager are hereby authorized and directed to enter into a contract with WSB for design services, at a cost of \$65,877 in the name of the City of Brooklyn Park for the aforesaid improvements, according to the plans and specifications on file in the Office of the City Clerk for CIP 4014.



SP/SAP 193-106-017	Minn. Project No.	Change Order No. 3
Project Location: 109th Avenue North Corridor Improvements - Project 1		
Local Agency: City of Champlin		Local Project No.
Contractor: North Pine Aggregate, Inc.		Contract No.
Contractor Address: 14551 Lake Drive NE Forest Lake, MN 55025		
Total Change Order Amount: \$158,473.07		

Issue:

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that additional select granular borrow and subgrade excavation be used in poor soils areas found throughout the project during roll testing and density testing.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that additional bituminous non-wear course is required due to gravel grade tolerances measuring on the lower end but still within contract tolerance requirements.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that additional bituminous wear course was used during the final paving operations. Coring contract tolerances were met and additional bituminous was required to tie into next years phase 2 project.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that additional handholes were required for the lighting system. During construction, it was determined that the additional hand holes would help facilitate future maintenance of the system.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that additional 2" metallic conduit is to be installed in order to accommodate dual runs for the signal system and plan changes due to overhead powerline conflicts with project lighting.

The Engineer in concurrence with the Cites of Champlin and Brooklyn Park, agree that Bituminous Incentives shall be paid per 2360 of the special provisions.

This work will be considered "Contract Revisions" as provided for by Specification 2360. Payment for this work will be at contract unit prices.

Contract Time: is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1 - Participating - State Aid / 109th	1	BITUMINOUS INCENTIVE/DISINCENT	LS	\$21,295.93	1	\$21,295.93
1 - Participating - State Aid / 109th	2106.507	SUBGRADE EXCAVATION (CV)	C Y	\$4.85	1398.9405	\$6,784.86
1 - Participating - State Aid / 109th	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$21.00	1155.6703	\$24,269.08
1 - Participating - State Aid / 109th	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$88.70	203.6949	\$18,067.74
1 - Participating - State Aid / 109th	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$71.15	232.335	\$16,530.64



1 - Participating - State Aid / 109th	2545.503	2" NON-METALLIC CONDUIT	L F	\$6.80	1266.4468	\$8,611.84
1 - Participating - State Aid / Brooklyn Park / SAP 193-594-001 (Jeff Hwy)	2106.507	SUBGRADE EXCAVATION (CV)	C Y	\$4.85	101.3725	\$491.66
1 - Participating - State Aid / Brooklyn Park / SAP 193-594-001 (Jeff Hwy)	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$21.00	79.1555	\$1,662.27
1 - Participating - State Aid / Brooklyn Park / SAP 193-594-001 (Jeff Hwy)	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$88.70	38.433	\$3,409.01
1 - Participating - State Aid / Brooklyn Park / SAP 193-594-001 (Jeff Hwy)	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$71.15	25.815	\$1,836.74
1 - Participating - State Aid / Champlin / SAP 193-106-017 (109th)	2545.502	HANDHOLE	EACH	\$2,960.00	5	\$14,800.00
1 - Participating - State Aid / Champlin / SAP 193-106-017 (109th)	2545.503	2" NON-METALLIC CONDUIT	L F	\$6.80	880.0732	\$5,984.50
1 - Participating - State Aid / Champlin / SAP 193-114-005 (Jeff Hwy)	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$21.00	63.3244	\$1,329.81
1 - Participating - State Aid / Champlin / SAP 193-114-005 (Jeff Hwy)	2106.507	SUBGRADE EXCAVATION (CV)	C Y	\$4.85	101.3725	\$491.66
1 - Participating - State Aid / Champlin / SAP 193-114-005 (Jeff Hwy)	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$88.70	30.7464	\$2,727.21
1 - Participating - State Aid / Champlin / SAP 193-114-005 (Jeff Hwy)	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$71.15	25.815	\$1,836.74




Champlin / SAP 193-114-005 (Jeff Hwy)						
1 - Participating - State Aid / Hennepin County / CP 2230100	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$21.00	284.9598	\$5,984.16
1 - Participating - State Aid / Hennepin County / CP 2230100	2106.507	SUBGRADE EXCAVATION (CV)	C Y	\$4.85	425.7645	\$2,064.96
1 - Participating - State Aid / Hennepin County / CP 2230100	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$71.15	146.285	\$10,408.18
1 - Participating - State Aid / Hennepin County / CP 2230100	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$88.70	111.4557	\$9,886.12
Net Change this Change Order						\$158,473.07

****Group/funding category is required for federal aid projects**

Contractor: Sam Weaver Date: 1/5/2026

Print Name: Sam Weaver Phone: 651-888-7906

Project Engineer:  Date: 1/5/2026

Print Name: Paul Kyle Phone: 612-360-1310

Owner: _____ Date: _____

Print Name: _____ Phone: _____

Owner: _____ Date: _____

Print Name: _____ Phone: _____

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ Date: _____



December 17, 2025

Ms. Heather Nelson
City Engineer
City of Champlin
11955 Champlin Drive
Champlin, MN 55316

Re: 109th Avenue North Corridor Improvements Project – Project 2
Proposal Amendment for Professional Engineer Services to complete final design, plan preparation, and bidding documents.

Dear Ms. Nelson:

WSB is pleased to present this proposal amendment for WSB to complete professional engineering services to complete the final design, plan preparation, project documentation, and bidding services.

SCOPE OF SERVICES

The original scope of services in the contract between WSB and the City of Champlin included completing the final design process and construction documentation for a single project that encompassed the full corridor of 109th Ave N from Gettysburg Ave N to east of Winnetka Ave N. Due to the inclusion of federal funding on the project the project management team decided to separate the project into two projects. Project one would include the full corridor with the exception of the improvements at the intersection of TH 169 and 109th Ave N. Project two would include the improvements at the intersection of TH 169 and 109th Ave N. The reason the project management team decided to separate the projects was to eliminate the need to include a noise study and the potential for including noise barrier along the entire corridor. Inclusion of a noise barrier would have added significant cost to the project and potentially resulted in a lack of funding to complete the project.

The original contract called for WSB completing the final design, plan preparation, and completion of bidding documents for a single project over a duration of approximately 1 year. Separating the project into two projects required WSB to complete the final design, plan preparation, and bidding documents for two projects over a period of approximately 3 years. The additional design services, plan preparation, preparation of bidding documents, and project duration resulted in the need to increase WSB's scope and fee.

PROJECT COST

The fees for the additional scope of services defined in this proposal amendment will be billed with an anticipated total not-to-exceed cost of **\$65,877.00**. See the attached Exhibit A for the breakdown of hours. The task numbers provided in Exhibit A match the task numbers in the original contract. Several of the original tasks are complete and therefore omitted from Exhibit A.

Ms. Heather Nelson
December 17, 2025
Page 2

Thank you again for your consideration in accepting this proposal amendment. If you agree with the requested fees, please sign the statement provided below and return the executed copy to me at your convenience. If you have any questions regarding this proposal, please contact Nic Hentges at 612-360-1286 or nhentges@wsbeng.com.

Sincerely,

WSB



Jessica R Karls, PE
Senior Director, Transportation Design

ACCEPTED BY:

City of Champlin

By: _____

Title: _____

Date: _____

City of Brooklyn Park

By: _____

Title: _____

Date: _____



109th Avenue N Corridor Improvements - Project 2 (Exhibit A)

Final Design Services Amendment Cost Proposal

December 17, 2025



Task Description	PM	Public Involvement		Roadway			Water Resources		Utility Coordination	Maintenance of Traffic		Traffic Engineering					Environmental		Admin	Total Hours	Total Dollars	
	Project Manager and Roadway Lead	PI Manager	PI Support	Roundabout Lead	Roadway Support	Technician	Hydraulics Lead	Hydraulics Engineer	Utility Support	Senior Engineer	Design Support	Traffic Engineering Lead	Traffic Engineering	Traffic / Lighting	Signal Design	Signal Design Support	Wetland / Permitting	Permitting / SWPPP	Admin			
1.0 Project Management																						
Monthly Invoice and Status Report (5 invoices and reports)	5																				5	\$1,325.00
General Project Management and Coordination	6																				6	\$1,590.00
Project Management Team (PMT) Meetings (5 meetings - one hour duration)	10			6																	16	\$3,784.00
2.0 Public Involvement																						
Public Open House (1) and Materials	3	2	8	3																2	18	\$3,456.00
4.0 Utility Coordination and Relocations																						
Utility Relocation Coordination	4								10												14	\$2,950.00
Utility Coordination Meetings (8 meetings-one half hour duration, virtual)	4								4												8	\$1,816.00
10.0 Wetland Delineations, Requisite Approvals, Permits																						
Permitting processes (WMWMC, MnDOT 2525, NPDES)	4			4	2	4	4	8									4	4			30	\$5,934.00
13.0 Final Design																						
13.4 100 Percent (Final) Design and Plan Preparation																						
Roadway	6			24	24																54	\$9,510.00
ADA				8	4																12	\$2,076.00
Drainage Plans				2			2	4													8	\$1,584.00
City Utilities				4																	4	\$756.00
Traffic Control & Staging	1			2						8	8										19	\$3,779.00
SWPPP and EC				1														4			5	\$1,089.00
Lighting Design				1	2	2								2	2	2					9	\$1,903.00
Signal Design	2			2								2			20	18					44	\$8,252.00
Cross Sections and Construction Limits				4		8															12	\$2,660.00
13.5 Specifications and Special Provisions	4			2						2					2					4	14	\$2,986.00
13.6 Opinion of Probable Costs (OPCs)	2			4	6		2							2	2					2	20	\$3,930.00
14.0 Bidding Assistance																						
Addenda	4			4		2									2	2				6	20	\$3,848.00
Bid Summary and Abstract	2																			8	10	\$1,666.00
Recommendation of Award and Notice to Proceed	1																			4	5	\$833.00
Total Hours	58	2	8	71	38	12	8	12	14	10	8	2	4	4	24	20	4	8	26	333		

Hourly Rates (2026)	\$265.00	\$265.00	\$160.00	\$189.00	\$141.00	\$238.00	\$279.00	\$162.00	\$189.00	\$265.00	\$127.00	\$279.00	\$213.00	\$265.00	\$225.00	\$127.00	\$131.00	\$225.00	\$142.00		
Design Total Direct Labor Costs	\$15,370.00	\$530.00	\$1,280.00	\$13,419.00	\$5,358.00	\$2,856.00	\$2,232.00	\$1,944.00	\$2,646.00	\$2,650.00	\$1,016.00	\$558.00	\$852.00	\$1,060.00	\$5,400.00	\$2,540.00	\$524.00	\$1,800.00	\$3,692.00		\$65,727.00

Expenses	Cost
Permit Application Fees (Mn Dept. of Health)	\$150.00
Total Expenses	\$150.00
TOTAL PROPOSED FEE	\$65,877.00

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	January 12, 2026
Agenda Section:	Consent	Originating Department:	Rental and Business Licensing Division
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:	Set a Public Hearing on January 26, 2026, to Consider the Issuance of an On-Sale Intoxicating Liquor License for EZ Stop Food Market, Inc. Doing Business as ORO Banquet – Bar & Restaurant Located at 2875 Brookdale Drive North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO SET A PUBLIC HEARING ON JANUARY 26, 2026, TO CONSIDER THE ISSUANCE OF AN ON-SALE INTOXICATING LIQUOR LICENSE FOR EZ STOP FOOD MARKET, INC. DOING BUSINESS AS ORO BANQUET – BAR & RESTAURANT LOCATED AT 2875 BROOKDALE DRIVE NORTH.

Overview:

This is a public hearing for a new On-Sale Intoxicating Liquor License for EZ Stop Food Market, Inc. doing business as ORO Banquet – Bar & Restaurant located at 2875 Brookdale Drive North. ORO Banquet – Bar & Restaurant previously held a liquor license from February 2021 through June 2025.

The Community Development Department approved the initial wine and strong beer application in December of 2025, approved to operate upon completion of the restaurant inspection and issuance of food license, which was issued in December 2025. The Police Department has completed their investigation of the restaurant owner and facility manager.

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

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A PUBLIC HEARING NOTICE

**NOTICE OF PUBLIC HEARING
CITY OF BROOKLYN PARK, MINNESOTA**

NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 85th Avenue North, on Monday, January 26, 2026 at 6:00 p.m. or soon thereafter to consider the issuance of an On-Sale Intoxicating Liquor License for EZ Stop Food Market, Inc. doing business as ORO Banquet – Bar & Restaurant, located at 2875 Brookdale Drive North.

All persons desiring to be heard are invited to attend. Written comments will be received by the Licensing Division prior to the hearing.

Devin Montero
City Clerk

Published in the Brooklyn Park Sun Post on January 15, 2026.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	January 12, 2026
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	SECOND READING		
Attachments:	2	Presented By:	Amy Hanson, Charter Commission Chair
Item:	Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Chapter 4, Section 4.07 And Chapter 6, Sections 6.04 and 6.12 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2026-_____ AMENDING CHAPTER 4, SECTION 4.07 AND CHAPTER 6, SECTIONS 6.04 AND 6.12 OF THE HOME RULE CITY CHARTER.

MOTION _____, SECOND _____, TO APPROVE THE SUMMARY OF ORDINANCE #2026-_____ DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE.

Overview:

In August 2025, the City Manager received correspondence from staff at the League of Minnesota Cities regarding Charter City Petition Requirements. The League has been contacting charter cities statewide to highlight an important compliance issue related to petition requirements for city residents.

Under Minnesota Rule 8205.1010, all petitions for elections in the state must include a space for signatories to provide their year of birth. This requirement ensures that each individual who signs a petition is a qualified voter within the city.

Upon review, the League noted that the city's existing charter provisions and petition forms did not include a field for the signatory's year of birth.

At its October 8 meeting, the Charter Commission reviewed the charter petition provisions and discussed the requirements set forth in Minnesota Rule 8205.1010. In addition to requiring the inclusion of the signatory's year of birth, the Rule also mandates specific statements related to the voter's oath and public inspection. The Commission requested that the City Attorney review the Rule and determine the necessary updates to the petition forms.

At its November 12 meeting, following discussion of the revised petitions, the Commission voted unanimously to submit proposed ordinance amendments to Chapter 4, Section 4.07, and Chapter 6, Sections 6.04 and 6.12 of the City Charter to the City Council for consideration.

The City Attorney reviewed Rule 8205.1010 and the proposed petition updates and concurs with the Charter Commission's recommendation.

The Council unanimously approved the first reading of the ordinance at the January 5, 2026, council meeting.

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

November 24	Council set the public hearing
December 4	Public Hearing Notice and text of proposed ordinance is published
January 5, 2026	Public hearing and First Reading of Ordinance Held
January 12	Second Reading of Ordinance Held
January 22	Ordinance Published in Newspaper
April 21	Ordinance becomes effective (90 days after passage and publication)

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

Budgetary/Fiscal Issues: N/A

Attachments:

- 7.1A ORDINANCE
- 7.1B SUMMARY ORDINANCE

ORDINANCE #2026-

AN ORDINANCE AMENDING CHAPTER 4, SECTION 4.07 AND CHAPTER 6, SECTIONS 6.04 AND 6.12
OF THE HOME RULE CITY CHARTER

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

The City of Brooklyn Park does ordain:

Section 1. Chapter 4, Section 4.07 of the City Charter is amended to read as follows:

SECTION 4.07 NOMINATION PETITIONS

NOMINATION PETITION

We, the undersigned registered voters in the City of Brooklyn Park, hereby nominate _____, whose residence is _____ in the City of Brooklyn Park, for the office of _____ to be voted for at the regular municipal election to be held _____, 20____; and we individually certify that we are qualified registered voters and that we have not signed more nomination petitions of candidates for this office than there are persons to be elected thereto.

SIGNER'S OATH

I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so****

	Name (Legal Signature)	Print Name	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					
6.					

7.				
8.				
9.				
10.				

_____, being duly sworn, deposes and says that he/she circulated the foregoing petition containing no more than 10 signatures, and that the signatures appended thereto were made in his/her presence and are the signatures of the persons whose names they purport to be and that such persons signed the petition of their own free will.

(Circulator)

Subscribed and sworn to before me
this _____ day of _____ 20__

Notary Public

This petition, if found insufficient, shall be returned to _____
at _____.

There must also be filed in the office of the City Clerk by the end of the filing period a written statement signed by the person nominated in a nomination petition, indicating his/her willingness to accept the office for which he/she is nominated, which statement should be in substantially the following form:

I hereby indicate my willingness to accept the office of _____ if elected.

(Signature of Candidate) (Date)

All information on this petition is subject to public inspection.

Page ____ of ____

Section 2. Chapter 6, Section 6.04 of the City Charter is amended to read as follows:

SECTION 6.04 FORM OF PETITION AND SIGNATURE PAPERS

INITIATIVE PETITION

Proposing an ordinance to _____ (stating the purpose of the ordinance), a certified copy of which is attached. The following committee of registered voters sponsors this proposed ordinance:

	Name (Legal Signature)	Name Printed	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

	Name (Legal Signature)	Print Name	<u>Year Of Birth</u>	Address	Date
1.					
2.					
3.					
4.					
5.					

The undersigned registered voters, understanding the terms and nature of the ordinance attached, petition the Council for its adoption, or, in lieu thereof, for its submission to the voters for their approval.

SIGNER'S OATH

I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

*****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so*****

	Name (Legal Signature)	Name Printed	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

	Name (Legal Signature)	Print Name	<u>Year Of Birth</u>	Address	Date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(The affidavit of the person circulating the petition must be attached at the end of the list of signatures.)

All information on this petition is subject to public inspection.

Page ____ of ____

Section 3. Chapter 6, Section 6.12 of the City Charter is amended to read as follows:

SECTION 6.12 FORM OF PETITION AND SIGNATURE PAPERS

REFERENDUM PETITION

Proposing the repeal of an ordinance to _____ (stating the purpose of the ordinance) a certified copy of which is attached. The following committee of registered voters sponsors this proposed repeal:

	Name (Legal Signature)	Name Printed	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					

The undersigned qualified registered voters, understanding the nature of the ordinance attached and believing it to be detrimental to the welfare of the City, petition the Council for its submission to a vote of the voters for their approval or disapproval.

SIGNER'S OATH

I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.

*****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so*****

	Name (Legal Signature)	Name Printed	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

	Name (Legal Signature)	Print Name	Year Of Birth	Address	Date
1.					
2.					
3.					
4.					
5.					

6.				
7.				
8.				
9.				
10.				

(The affidavit of the person circulating the petition must be attached at the end of the list of signatures.)

All information on this petition is subject to public inspection.

Page ____ of ____

The City Council Brooklyn Park has determined that pursuant to its City Charter, Ordinance #2026-_____ should be published in summary form.

SUMMARY OF ORDINANCE #2026-

AN ORDINANCE AMENDING CHAPTER 4, SECTION 4.07 AND CHAPTER 6, SECTIONS 6.04 AND 6.12 OF THE HOME RULE CITY CHARTER

Ordinance #2026-_____ amends Charter 4, Section 4.07, Nomination Petitions, Chapter 6, Sections 6.04, Form of Petition and Signature Papers (Initiative Petition) and 6.12, Form of Petition and Signature Papers (Referendum Petition) by adding the following to the petitions

- Year of Birth
- Signers Oath-I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will
- ****All information must be filled in by person(s) signing the petition unless disability prevents the person(s) from doing so****
- All information on this petition is subject to public inspection

This summary of Ordinance #2026-_____ has been approved by the City Council on January 12, 2026. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

City of Brooklyn Park Council Work Session

Meeting Date:	January 12, 2026	Originating Department:	Community Development
Agenda Item:	10.1	Prepared By:	Tim Gladhill, Community Development Director
Agenda Section:	Work Session	Presented By:	Tim Gladhill, Community Development Director
Item:	Facilitated Discussion on Housing Policy		

Summary:

Community Development Director will facilitate a discussion on City of Brooklyn Park housing policy.