

Council Study Session
City Hall Council Chambers
May 13, 2019

AGENDA



The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

- 1. City Council Discussion of Agenda Items and Questions - 6 p.m.**
- 2. Miscellaneous**
- 3. Discussion of Work Session Agenda Item as Time Permits**
- 4. Adjourn**

**CITY COUNCIL
MEETING**

City Hall Council Chambers
May 13, 2019

AGENDA



1. Informal Open Forum with City Council - 6:45 p.m.

Provides an opportunity for the public to address the Council on items which are not on the agenda. Open Forum will be limited to 15 minutes, it is not televised, and it 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 enter into a dialogue with presenter. Questions from the Council will be for clarification only. Open Forum will not be used as a time for problem solving or reacting to the comments made but, rather, for hearing the presenter for informational purposes only.

2. Invocation - 7 p.m.

3. Call to Order Regular Business Meeting

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered at the end of Council Consideration Items.

a. Approval of Minutes

- Motion to approve the following minutes:

- *April 2, 2019 Joint Council Commission Meeting*
- *April 15, 2019 Board of Equalization and Taxation*
- *April 22, 2019 Study Session*
- *April 22, 2019 Regular Session*
- *April 29, 2019 Board of Equalization and Taxation Reconvene*

b. Approval of Licenses

- Motion to approve licenses as presented

c. Meeting Schedule for 2020-2021 Budget

- Motion to Approve Budget Planning and Approval Dates, Including Joint Work Session Meetings with the Financial Commission.

d. Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements

- *Motion to approve the resolution accepting work performed and authorizing final payment, Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements*
- e. Resolution Establishing Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview Park Area Street and Utility Improvements
 - *Motion to approve the resolution establishing Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview Park Area Street and Utility Improvements*
- f. Resolution Approving Change Order Nos. 1-8, Improvement Project No. 2018-05, Brooklyn Boulevard Corridor Project Phase 1
 - *Motion to approve the resolution authorizing Change Order Nos. 1-8 in the amount of \$20,542.06 for Improvement Project No. 2018-05, Brooklyn Boulevard Corridor Project Phase 1*

7. Presentations/Proclamations/Recognitions/Donations

- a. Proclamation Declaring May 19-25, 2019, National Public Works Week in the City of Brooklyn Center
 - *Motion to accept a proclamation declaring May 19 through May 25, 2019, as National Public Works Week in Brooklyn Center*

8. Public Hearings

9. Planning Commission Items

10. Council Consideration Items

- a. Resolution Identifying the Need for Livable Communities Demonstration Account (LCDA) Funding and Authorizing an Application for Grant Funds
 - *Motion to approve the resolution identifying the need for Livable Communities Demonstration Account (LCDA) funding and authorizing the submission of an application for grant funds.*

11. Council Report

12. Adjournment

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve the following minutes:*

- *April 2, 2019 Joint Council Commission Meeting*
- *April 15, 2019 Board of Equalization and Taxation*
- *April 22, 2019 Study Session*
- *April 22, 2019 Regular Session*
- *April 29, 2019 Board of Equalization and Taxation Reconvene*

Background:

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
4-02 Joint Council Commission Meeting	5/7/2019	Backup Material
4-15 Board of Appeals and Equalization	5/7/2019	Backup Material
4-22 Regular Session	5/7/2019	Backup Material
4-22 Study Session	5/7/2019	Backup Material
4-29 Board of Appeal and Equalization Reconvene	5/7/2019	Backup Material

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

RECEPTION AND JOINT WORK SESSION WITH CITY COMMISSIONS
APRIL 2, 2019
COMMUNITY CENTER – CONSTITUTION HALL

RECEPTION

A reception and general conversation period was held in Constitution Hall from 5:45 p.m. until 6:12 p.m.

CALL TO ORDER

The Brooklyn Center City Council met in Joint Work Session with the Charter, Financial, Housing, Multi-Cultural Committee, Northwest Suburbs Cable Communications, Park and Recreation, Planning, Shingle Creek and West Mississippi Watershed Management, and Sister Cities Commissions and was called to order by Mayor Mike Elliott at 6:12 p.m.

INTRODUCTIONS

Mayor Elliott welcomed the commissioners and stated appreciation for city staff and commissioners. City Manager Curt Boganey welcomed all those in attendance. He stated he appreciated all their work and guidance for the city.

IN ATTENDANCE

Mayor Mike Elliott, Councilmembers Marquita Butler, and April Graves.

City Staff present were City Manager Curt Boganey, Community Activities, Recreation & Services Director Jim Glasoe, Finance Director Nate Reinhardt, Public Works Director Doran Cote, Community Development Director Meg Beekman, Police Chief Tim Gannon, City Planner and Zoning Administrator Ginny McIntosh, Community Development Deputy Director Jesse Anderson, and City Clerk Barb Suci.

Commissioners present were Charter Commissioners Gail Ebert, Kathryn Ellgren, Mark Goodell, Judy Thorbus, and Sue Warner; Financial Commissioners Teneshia Kragness, and Abate Terefe; Housing Commissioners Kathie Amdahl, Mark Goodell, Dave Johnson, Paul Oman, and Joan Schonning; Park & Recreation Commissioners Travis Bonovsky, Jill Dalton, Gail Ebert, Thomas Schinnick, and Judy Thorbus; Planning Commissioners Randall Christensen, Alexander Koenig, Jack MacMillan, Stephen Schonning, Rochelle Sweeney, and Susan Tade; and Northwest Suburbs Cable Communications Commissioner Darryl Sannes.

PRESENTATIONS BY CITY COMMISSIONS

Charter Commission: The Charter Commission Chair Mark Goodell provided an overview of the Commission. In 2018, the Charter Commission began looking at election alternatives for calling a special election: amendments to change process for filling city council vacancies; modernizing efforts: allowing alternate payment methods; and discussions regarding reducing the period before ordinances go into effect and ranked choice voting. Mr. Goodell indicated some of these proposed Charter amendments would be coming to the City Council shortly.

Financial Commission: Financial Commission Chair Teneshia Kragness provided an overview of the Commission activities. The primary purpose of the Financial Commission is to assist the City Council with evaluating and developing fiscal policies, evaluating and developing fiscal procedures, Mayor and Council compensation, budgetary matters and other issues assigned by the City Council or City Manager.

Housing Commission: Housing Commission Chair Mark Goodell provided an overview of the Housing Commission activities. Updates were provided about the New Neighbor Welcome Program, reviewed and made recommendations relating to Affordable Housing Policies, Comprehensive Plan Work, and numerous ordinance amendments. Looking to 2019, the Housing Commission will work on the Opportunity Site, continued implementation of local business promotion program, New Neighbor program deliveries, consider additional funding to add promotional items in the bags, consider the International Property Maintenance Code, and review, update Housing Mission/Resolution.

Northwest Suburbs Cable Communications Commission: NWSCCC Commissioner Darryl Sannes provided an overview of the Commission. Commissioner Sannes highlighted the concerns of online video streaming platforms and small cell antennas. Commissioner Sannes stated the FCC Ruling on Franchise Fees would impact the services provided by NWSCCC. NWSCCC will have to find other means of revenue to maintain the current level of services. Mayor Elliott asked about when the impact of the FCC Ruling would be. Commissioner Sannes indicated the impact would be in 2019 unless Congress changes the language. City Manager Boganey asked if the impact would affect public access activities. Commissioner Sannes indicated that in his opinion it would not. Commissioner Goodell clarified that the Franchise Fee is charged by the cable company to have a monopoly in the city and questioned if the Commission has thought of expanding the Franchise Fee to other companies. Commissioner Sannes affirmed that the cable company does have a monopoly and the Commission has not explored opening that to other companies.

Park and Recreation Commission: Park and Recreation Commission Vice Chair Thomas Shinnick provided an overview of Park and Recreation Commission activities. The Commission participated in several activities in 2018 including reviewing capital improvements, planned park improvements, park monitoring, neighborhood meetings, Centerbrook Golf Course improvements, Dudley softball tournament, Earle Brown Days, Holly Sunday, Adopt a Park, Trail, Street and continued C.A.R.S Activities monitoring.

New initiatives for 2019 include Mississippi Gateway Regional Park, 2040 Comprehensive Plan Updates, Community Gardens, Parks Recycling, Little League – Complex Improvements, MAC Boardwalk Reconstruction, West Palmer Park, Freeway Park, Dog Park, Planned Playground Equipment Replacement, and Skating Rinks/Warming Houses.

Planning Commission: Planning Commission Chair Randall Christensen provided an overview of the Commission activities. Some of the 2018 activities were an Indoor Commercial Storage Building, Medtronic Dry Room Addition, Nompeng Academy updates, Earle Brown Elementary updates, Brooklyn Center Secondary updates, The Lux Apartments, Casey's Gas Station, Unity Place, and the 2040 Comprehensive Plan. Projected 2019 activities include zoning code updates, Brooklyn Boulevard Land Use Study, Development Strategies for former Sears Site, 57th and Logan, and Opportunity Site Master Plan,

Shingle Creek and West Mississippi Watershed Management Commission: City Manager Curt Boganey provided a brief overview of the West Mississippi Watershed Management Commission duties.

Sister Cities Commission: Commissioner Williams provided an overview of the Sister Cities Commission and their 2018 activities. The current Sister City is City of Voinjama, Liberia. Upcoming activities for 2019 include host dialogues with new multicultural communities, host public photo gallery, and dialogue of developing countries particularly Africa and South America. Host presentation by Sister Cities Commissions from the Cities of Columbia Heights, Minneapolis, and Shoreview, and explore an application for the National Folk Festival. Councilmember Graves asked if there can be multiple Sister Cities. Commissioner Williams stated yes a city could have multiple Sister Cities and that is why they are meeting with the other cities.

Multi-Cultural Committee: Police Chief Gannon provided an overview of the Joint Community Police Partnership (JCPP) and the Multicultural Advisory Committee (MAC). Police Chief Gannon shared a story of the recent addition to JCPP, the City of Crystal.

POLCO: City Manager Boganey announced the City has entered into a contract with POLCO. POLCO is a tool is an additional tool to engage the public and to get feedback from the public. It is a simple but very powerful system. The City will send out questions to participants to receive feedback on the question. Tonight, the question is regarding Housing, and he encouraged everyone to answer the question and enroll in POLCO. The City's goal is to have 250 active members within 90 days. All answers are anonymous, and the data will not be sold.

PRESENTATION OF CERTIFICATES OF PERFECT ATTENDANCE

Mayor Elliott invited Councilmembers Butler and Graves up to present Certificates of Perfect Attendance to commissioners who attended all of their Commission meetings in 2018. Recipients included Charter Commission - Mark Goodell, Donald Bumgarner, Kathryn Ellgren, Gail Ebert, and Judy Thorbus; Housing Commission - Joan Schonning, Michael Stokes, and Paul Oman; Park and Recreation Commission – Travis Bonovsky, Jill Dalton, Thomas Shinnick, Judy

Thorbus, and Jerome Witalka. For those commissioners who were not able to attend, the certificates will be distributed by the Commission Staff liaisons.

Mayor Elliott thanked everyone for their dedication and attendance.

ADJOURNMENT

The meeting was adjourned by Mayor Elliott at 7:48 p.m.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

BOARD OF APPEAL AND EQUALIZATION
APRIL 15, 2019
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center City Council met as the Board of Appeal and Equalization and the meeting was called to order by Mayor Mike Elliott at 7:00 p.m.

2. ROLL CALL

Mayor Elliott and Councilmembers Marquita Butler, and Dan Ryan were present. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal and Support Services Nate Reinhardt, and City Clerk Barb Suciu.

Councilmember Kris Lawrence-Anderson was absent and excused. Councilmember Graves was absent.

Others present from Hennepin County were Lisa Olmen, Commercial Appraiser; Robert Winge, Principal Residential Appraiser; and Joshua Whitney, Residential Appraiser.

3. LOCAL BOARD OF APPEAL AND EQUALIZATION (LBAE) CERTIFICATION FORM

The Local Board of Appeal and Equalization Certification form was signed by the Board Members present.

4. 2019 BOARD OF APPEAL AND EQUALIZATION MEETING AGENDA ITEMS

Nate Reinhardt introduced Hennepin County Staff.

Mr. Joshua Whitney, Hennepin County Residential Appraiser, provided a power point presentation on the 2019-2020 Assessment Year.

Rob Winge, Hennepin County Principal Residential Appraiser, provided an overview of the duties for the Board of Appeal and Equalization.

City Manager Curt Boganey clarified the process of addressing the local board and homeowners options if they didn't address the local board. Any property owner that is entered into tonight's record preserves the right of the property owner to appeal to the County Board.

Councilmember Ryan added that people cannot dispute this year's taxes

City Manager Boganey reaffirmed that tonight is not about taxes but about the assessed value of their property.

5. QUESTIONS REGARDING THE LOCAL BOARD OF APPEAL AND EQUALIZATION DUTIES

There were no questions regarding the Local Board of Appeal and Equalization duties.

6. APPEARANCES BY TAXPAYERS WITH APPOINTMENTS

There were no taxpayers with appointments scheduled for this meeting.

7. APPEARANCES BY TAXPAYERS WITHOUT AN APPOINTMENT

Nona Wood, 5419 67th Avenue North addressed the Board to appeal the valuation of her home.

Travis Stuart, 3913 52nd Avenue North addressed the Board to appeal the valuation of his home.

Susan Oberling, 721 Bellvue Avenue North addressed the Board to appeal the valuation of her home.

Veronica Ramos, 2206 54th Avenue North addressed the Board to appeal the valuation of her home.

8. CONSIDERATION OF WRITTEN APPEALS

The following written appeals were presented by the Assessor. The Assessors have met with each of the following appellants after a physical review of the property and market comparable; the following recommendations have been provided for the Board's consideration.

1) Thomas W. & Ann Cramer

6225 Lee Ave N.

PID # 34-119-21-33-0048

Assessor's recommendation: A value reduction from \$199,000 to \$156,000.

2) Ali A Egale & Salma Moham

6343 Fremont Ave N.

PID # 36-119-21-32-0054

Assessor's recommendation: A value reduction from \$196,000 to \$188,000.

3) David Ulhorn

5207 Twin Lake Blvd E

PID # 10-118-21-21-0042

Assessor's recommendation: A value reduction from \$375,000 to \$367,000.

- 4) **Michael Barthold**
7216 Willow Lane N
PID # 25-119-21-41-0062
Assessor's recommendation: A value reduction from \$452,000 to \$419,000.
- 5) **William Kenny**
7036 Willow Lane N
PID # 25-119-21-44-0023
Assessor's recommendation: A value reduction from \$395,000 to \$367,000.
- 6) **Joan D. Pobul**
5841 Bryant Ave N.
PID # 01-118-21-24-0096
Assessor's recommendation: A value reduction from \$206,000 to \$202,000.
- 7) **Richard G & Karen J Arnston**
4220-4224 Lakeside Ave N
PID # 10-118-21-32-0006
Inspection completed on 04/15/2019 moved to reconvene
- 8) **J E Shoultz & G R Shoultz**
4210-4214 Lakeside Ave N
PID # 10-11821-32-0007
Inspection completed on 04/15/2019 moved to reconvene
- 9) **M C Lundberg & B Lundberg**
5332 Lilac Drive N
PID # 02-118-21-22-0014
Assessor waiting for a call for access moved to reconvene

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to approve properties 1-6 as presented with the assessor's recommendations and to move properties 7-9 to the Board of Appeal and Equalization Reconvene meeting on April 29, 2019.

Motion passed unanimously.

Commercial Properties

Lisa Olmen, Hennepin County presented the commercial properties that have submitted written requests.

- 1) **Retail Center**
5930 Earle Brown Drive
PID #02-118-21-12-0010

- 2) **Top Golf**
6420 Camden Avenue North
PID #36-119-21-42-0022; 36-119-21-13-0144; and 36-119-21-42-0023
- 3) **Retail Center**
615-66th Ave N
PID #36-119-21-13-0119
Assessor's recommendation: A value reduction from \$1,720,000 to \$1,585,000.
- 4) **Target**
6100 Shingle Creek Parkway
PID #35-119-21-43-0009
Assessor's recommendation: A value reduction from \$4,620,000 to \$3,800,000.
- 5) **Norwood Inn & Suites**
6415 James Circle North
PID #35-119-21-42-0011
Assessor's recommendation: A value reduction from \$3,002,000 to \$2,500,000.
- 6) **Best Western Plus**
2050 Freeway Blvd
PID# 35-119-21-13-0021
Assessor's recommendation: A value reduction from \$3,762,000 to \$3,490,000.

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to continue property #1 Retail Center located at 5930 Earle Brown Drive to Board of Appeal and Equalization Reconvene meeting on April 29, 2019.

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to sustain the value of property #2 Top Golf located at 6420 Camden Avenue North.

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to approve properties #3-6 as presented with Assessor's Recommendations.

9. RECONVENE MEETING DATE (MONDAY, APRIL 29, 2019)

10. RECESS

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to recess the Local Board of Appeal and Equalization at 7:19 p.m. to April 29, 2019, 6:00 p.m.

Motion passed unanimously.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

REGULAR SESSION
APRIL 22, 2019
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

ROLL CALL

Mayor Mike Elliott and Councilmembers April Graves and Dan Ryan. Councilmembers Marquita Butler and Kris Lawrence-Anderson were absent and excused. Also present were Deputy City Manager Reggie Edwards, Director of Public Works Doran Cote, City Engineer Mike Albers, Business and Work Force Development Coordinator Brett Angel, Police Chief Tim Gannon, Housing and Code Enforcement Inspector Joseph Hartmann, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

Mayor Mike Elliott opened the meeting for the purpose of Informal Open Forum.

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor Mike Elliott at 6:45 p.m.

William Czech, 1962 Knob Road, stated he represents “Take Action Minnesota”, an advocacy group dedicated to increasing public awareness of the police-imbedded mental health co-responder model for communities in the Twin Cities. He added this model provides better service to a large part of the community and creates positive change across systems. He noted funding is already available at the State level for setting up a co-responder model in Brooklyn Center. He urged the City Council to move forward with a discussion related to adopting this collaborative policy.

Mayor Elliott asked who sponsored the State level funding bill. Mr. Czech stated the bill was sponsored by Senator Klein. He added the program as proposed would be administered by the Hennepin County Sheriff’s Office.

Precious Williams, 1619 Maryland Ave E, St. Paul, stated she recently had a negative experience with the Brooklyn Center Police. She added Brooklyn Center police officers with whom she had contact did not follow Policies 401 and 501 as specified in the Brooklyn Center Police Manual. She noted she has provided documentation to the City Council and filed a complaint with the Minnesota Department of Human Rights.

Mayor Elliott thanked Ms. Williams for her comments. He requested that City Staff follow up on this issue.

Councilmember Ryan moved and Councilmember Graves seconded to close the Informal Open Forum at 6:45 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Ryan gave an invocation in observance of Earth Day, the largest civic observance on the globe. He added the first Earth Day was April 22, 1970, and the observance is widely credited with launching the modern-day environmental movement. He noted the theme of 2019 Earth Day is “Protect Our Species”.

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor Mike Elliott at 7:00 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers April Graves and Dan Ryan. Councilmembers Marquita Butler and Kris Lawrence-Anderson were absent and excused. Also present were Deputy City Manager Reggie Edwards, Director of Public Works Doran Cote, City Engineer Mike Albers, Business and Work Force Development Coordinator Brett Angel, Police Chief Tim Gannon, Housing and Code Enforcement Inspector Joseph Hartmann, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Ryan moved and Councilmember Graves seconded to approve the Agenda and Consent Agenda, as amended, with amendments to the Study Session minutes of April 8, 2019, and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. April 8, 2019 – Study Session
2. April 8, 2019 – Regular Session
3. April 8, 2019 – Work Session

6b. LICENSES

MECHANICAL

Air Design Incorp

1500 122 Lane NE

Blue Rain Plumbing	Blaine MN 55449 8821 Woodland Road Bloomington MN 55437
Erickson Plumbing Htg Cooling	1471 92 nd Lane NE Blaine MN 55449
Hinding Heating & Air Inc.	915 West 7 th Street St. Paul MN 55102
KB Service Co.	430 E. County Road D Little Canada, MN 55117
PB Services LLC	9410 Bataan St. NE Blaine, MN 55449
4Front Energy Solutions	3230 Gorham Avenue Ste. 1 St. Louis Park, MN 55426
Absolute Mechanical LLC	7338 Ohms Lane Edina, MN 55439
Blue Ox Heating & Air LLC	5720 International Pkwy New Hope, MN 55428
Col Air Mechanical Inc.	1544 134 th Avenue NE Ham Lake, MN 55304
Corporate Mechanical	5114 Hillsboro Avenue N New Hope, MN 55428
Corval Constructors, Inc.	1633 Eustis Street St. Paul, MN 55108
DJ's Companies, Inc.	6060 LaBeaux Avenue NE Albertville, MN 55301
Elite Refrigeration Htg & A/C	9324 November Drive St. Joseph, MN 56374
Elk River Heating & A/C Inc.	11110 Industrial Circle NW #F Elk River, MN 55330
Fireside Hearth & Home	2700 Fairview Avenue N. Roseville, MN 55113
Genz-Ryan Plumbing & Heating	2200 West Highway 13 Burnsville, MN 55337
Go Fetsch Mechanical	565 Shoreview Park Road Shoreview, MN 55126
Harris St. Paul Inc.	909 Montreal Circle St. Paul, MN 55102
Hoffman Refrigeration & Heating	5660 Memorial Avenue N Stillwater, MN 55082
Home Energy Center	2415 Annapolis Lane N. Ste. 170 Plymouth MN 55441
Horwitz, Inc.	7400 49 th Avenue N New Hope, MN 55428
Kraft Mechanical, LLC	2441 Ventura Drive, Suite 100 Woodbury, MN 55125
Louis Degidio Services Inc.	21033 Heron Way

McDowall Company	Lakeville, MN 55044 PO Box 606 Waite Park, MN 56387
Metro Air	16980 Welcome Avenue SE Prior Lake MN 55372
Metropolitan Mechanical Contractors	7450 Flying Cloud Drive Eden Prairie, MN 55344
Minnesota Petroleum Service	682 39 th Avenue NE Minneapolis, MN 55421
Minnetonka Plumbing, Inc.	520 River Street Delano, MN 55328
Neighborhood Plumbing & Heating	130 Broadway Avenue N Foley, MN 56329
Owens Companies, Inc.	930 E 80 th Street Bloomington MN 55420
Quality Refrigeration	6237 Penn Avenue South #100 Richfield MN 55423
Riccar Heating & A/C	2387 Station Parkway NW Andover, MN 55304
Ridler Heating & Cooling Inc. DBA Uptown Heating	3110 Washington Avenue N Minneapolis, MN 55411
River City Sheet Metal Inc. DBA River City Furnace	8290 Main Street NE, Suite 39 Fridley, MN 55432
Royalton Heating & Cooling	4120 85 th Avenue N Brooklyn Park, MN 55443
RTS Mechanical LLC	725 Tower Drive Hamel, MN 55340
Sabre Plumbing, Heating & A/C	15535 Medina Road Plymouth MN 55447
Schadegg Mechanical, Inc.	255 Bridgepoint Drive South St. Paul, MN 55075
SHAC LLC DBA: Sedgwick Heating & A/C	1408 Northland Drive, Suite 310 Mendota Heights, MN 55120
South-Town Refrigeration	6325 Welcome Avenue N Suite 200 Brooklyn Park, MN 55429
Standard Heating & A/C	130 Plymouth Avenue N Minneapolis MN 55411
St. Cloud Refrigeration (SCR)	604 Lincoln Avenue NE St. Cloud, MN 56304
Treated Air Company	9954 166 th Court Becker, MN 55308
Vector Services	712 Vista Blvd, Suite 102 Waconia, MN 55387

Yale Mechanical	220 West 81 st Street
	Bloomington, MN 55420
Wenzel Heating & A/C	4145 Old Sibley Memorial Highway
	Eagan, MN 55122

SIGN HANGER LICENSES

Allen Industries, Inc.	11351 49 th Street
	Clearwater, FL 33762
Archetype Sign Makers	9611 James Avenue N
	Bloomington, MN 55431
Install This Sign & Awning Co.	4835 Lyndale Avenue N
	Minneapolis MN 554301
Jones Sign Company	711 Scheuring Road
	DePere, WI 54115
Pajor Graphics Inc.	1301 Washington Avenue N
	Minneapolis MN 55411
Resolution Graphics Inc.	3770 Dunlap Street N
	Arden Hills, MN 55112
Scenic Sign Corp	PO Box 881
	St. Cloud, MN 56302
Signart Co. Inc.	2933 Mondovi Road
	Eau Claire, WI 54701
Signation Sign Group	6840 Shingle Creek Parkway
	Brooklyn Center, MN 55430

RENTAL

INITIAL (TYPE I – three-year license)

3701 66 th Avenue N	Victor O. Ogunbanwo
4712 Twin Lake Avenue	Michaels Mohs

RENEWAL (TYPE IV – one-year license)

6116 Aldrich Avenue N	MNSF II LLC
5826 Ewing Avenue N	Robert Greeley
5640 Fremont Avenue N	Douglas Allen Wahl/Cel Monton
5308 Lilac Drive N	Paul Baird/Auchmedden Fund LLC

RENEWAL (TYPE III – one-year license)

1217 54 th Avenue N	Jay Moua
3216 Poe Road	Matt Just

RENEWAL (TYPE II – two-year license)

5440-5444 Bryant Avenue N	Traiten Gunerson
5112 70 th Avenue N	IH3 Property Illinois LP
3901 Burquest Lane	Edwin Ngang
6243 France Avenue N	FYR SFR BORROW LLC

7143 France Avenue N
6913 Toledo Avenue N
7045 Unity Avenue N

Yi Lin/Khai Hong Lim Properties
Fred Hanus
Abideen Ajibola/Amas Investments LLC

RENEWAL (TYPE I – three-year license)

5857 Colfax Avenue N Douglas Allen Wahl/Cel Monton

- 6c. RESOLUTION NO. 2019-066 DEISNGATING 2019 PLANTING LIST OF ALLOWABLE BOULEVARD TREE SPECIES**
- 6d. RESOLUTION NO. 2019-067 RECOGNIZING DESIGNATION OF BROOKLYN CENTER AS A TREE CITY USA FOR THE TWENTY-SEVENTH CONSECUTIVE YEAR**
- 6e. RESOLUTION NO. 2019-068 APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05, BELLVUE AND SOUTHEAST AREA MILL AND OVERLAY IMPROVEMENTS**
- 6f. RESOLUTION NO. 2019-069 REJECTING BID FOR IMPROVEMENT PROJECT NOS. 2019-01, 02, 03 AND 04, INTERSTATE AREA STREET, STORM DRAINAGE AND UTILITY IMPROVEMENTS**

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

- 7a. RESOLUTION NO. 2019-070 RECOGNIZING POLICE WEEK AND MAY 15, 2019 AS PEACE OFFICER’S MEMORIAL DAY**

Councilmember Graves read in full a Resolution designating Police Week and Peace Officer’s Memorial Day on May 15, 2019.

Councilmember Ryan moved and Councilmember Graves seconded to adopt RESOLUTION NO. 2019-070 Recognizing Police Week and May 15, 2019 as Peace Officer’s Memorial Day.

Motion passed unanimously.

7b. POLICE EXPLORERS PRESENTATION

Police Chief Tim Gannon introduced Officer Gregg Nordby and invited him to give a presentation to the City Council regarding the Explorers program.

Officer Nordby stated he has been involved in the Explorers Program for six years. He added the Explorers is an entity of the Boy Scouts of America, with the goal of getting kids interested in

law enforcement. He noted there are currently 11 Explorers in the City of Brooklyn Center, and the program is 100% diverse.

Officer Nordby stated the Explorers participate in two annual competitions – a 4-day state competition in Rochester in April, and a 2-day competition in Duluth in November. He added the primary objective of the Explorers program is to teach kids life skills, boost their confidence, provide opportunities for public interaction, and career guidance.

Officer Nordby stated many CSO's are former Explorers. He introduced the Explorers who were present at the meeting and invited them to address the City Council.

William Nkata stated he is 19 years old, and in his fourth year with the Explorers. He added he was recently promoted to a Community Service Officer (CSO), and he is very glad to be involved with the Explorers.

Anthony Khadar stated he is 17 years old and has been in the Explorers Program for about 3 years. He added the Explorers Program has given him self-confidence and direction, and he sees a future for himself in law enforcement. He noted he hopes to have a positive effect on people.

Nicole Smith stated she has been in the Explorers Program for about 5 months. She added she has learned communication skills, and the importance of being open to new experiences and new people with different points of view. She noted the Explorers Program has changed her life.

Officer Nordby thanked the City Council for the significant support the City has given to the Explorers program. He added this is an important program that makes a big difference in the lives of the City's youth.

Mayor Elliott thanked the Explorers for their comments, and for their service. He added the work of the Explorers is very beneficial for the community.

Councilmember Graves stated she appreciates the Police Department's efforts to engage with the young people of the community.

Councilmember Graves asked whether there is a process for the Explorers to transfer their time and service into post-secondary credits toward a criminal justice degree. She asked whether the program has received feedback from the Explorers about their involvement with police officers, and how to retain them. She asked whether the program is connected to the Brooklyn student job preparation and internships program.

Officer Nordby stated he is hoping to start a scholarship program sponsored by local businesses that would be based on the number of years that an Explorer has participated in the program. He added many Explorers want to become Brooklyn Center Police Officers, and the program itself is its own retention.

Officer Nordby stated the Explorers Program is not involved with Brooklyn, but he would be interested in reviewing that possibility. Councilmember Graves stated it might be a way to give the Explorers compensation for their time.

Councilmember Ryan thanked the Explorers and Officer Nordby. He added he supports this progressive concept for engaging the City's youth and offered to help in pursuing scholarship funding. He noted every effort should be made to support this program.

Mr. Edwards stated the City will have a total of 19 Brooklyn interns this summer, including two interns in the Police Department and one intern in the Fire Department.

Councilmember Graves moved, and Councilmember Ryan seconded to accept Police Explorer Presentation.

Motion passed unanimously.

7c. PROCLAMATION DECLARING APRIL 26, 2019 TO BE ARBOR DAY AND MAY 2019 TO BE ARBOR MONTH IN BROOKLYN CENTER

Public Works Director Doran Cote reviewed activities planned to commemorate Arbor Day on May 16, 2019, including a tree planting event with New Millennium Academy at Happy Hollow Park.

Mayor Elliott read in full a proclamation declaring April 26, 2019, to be Arbor Day and May 2019 to be Arbor Month in the City of Brooklyn Center.

Councilmember Ryan moved, and Councilmember Graves seconded to accept a Proclamation Declaring April 26, 2019, to be Arbor Day and May 2019 to be Arbor Month in Brooklyn Center.

Motion passed unanimously.

7d. PROCLAMATION DECLARING APRIL 21-28, 2019 TO BE COMMUNITY CLEANUP WEEK

Mr. Cote stated Community Clean-Up Week is April 21-28, 2019. He added clean-up at Shingle Creek will be held Saturday, April 27, 2019, from 8:00 – 11:00 a.m. He noted gloves and bags would be available for volunteers.

Mayor Elliott read in full a Proclamation declaring April 21-28, 2019, to be Community Clean-up Week.

Councilmember Graves moved, and Councilmember Ryan seconded to accept a Proclamation Declaring April 21-28, 2019 to be Community Cleanup Week.

Motion passed unanimously.

Councilmember Graves asked whether local businesses are getting involved in Clean-Up Week. Mr. Cote stated there has been an effort to get the information out to local businesses.

Councilmember Ryan stated the Lions Club is planning to clean up Lions Park on Saturday, May 4, 2019.

7e. PROCLAMATION DECLARING APRIL 22, 2019 TO BE EARTH DAY IN BROOKLYN CENTER

Mayor Elliott read in full a Proclamation declaring April 22, 2019, to be Earth Day in Brooklyn Center.

Councilmember Ryan moved, and Councilmember Graves seconded to accept Proclamation Declaring April 22, 2019, to be Earth Day in Brooklyn Center.

Motion passed unanimously.

8. PUBLIC HEARINGS

-None.

9. PLANNING COMMISSION ITEMS

9a. RESOLUTION NO. 2019-071 APPROVING A PRELIMINARY AND FINAL PLAT FOR BROOKDALE COVENANT ADDITION

Housing and Code Enforcement Inspector Joseph Hartmann reviewed this item, stating the applicant is City Engineer Mike Albers on behalf of the City of Brooklyn Center. He added a preliminary and final plat is requested for currently un-platted property in the vicinity of 5139 Brooklyn Boulevard. He noted a public hearing was held at the Planning Commission's April 11, 2019 meeting.

Mr. Hartmann stated Mr. Albers was present to answer questions. City staff recommends City Council approval of the resolution approving the preliminary and final plat for Brookdale Covenant addition.

Councilmember Ryan asked whether the right of way will be open to the south for access to Brooklyn Boulevard and whether Lilac Drive will be continuous to 50th Avenue N. Mr. Albers confirmed this, adding the right of way will be public after this process.

Councilmember Ryan asked whether the Brooklyn Boulevard intersection will be signaled. Mr. Albers stated there would be a traffic signal at Highway 100 southbound exit.

Councilmember Ryan asked whether it is anticipated that Phase 1 will be completed by November 2019. Mr. Albers confirmed this, adding construction will begin this week on Brooklyn Boulevard from 49th Avenue N to Bass Lake Road.

Councilmember Graves moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-071 Approving a Preliminary and Final Plat for Brookdale Covenant Addition.

Motion passed unanimously.

10. COUNCIL CONSIDERATION ITEMS

10a. RESOLUTION NO. 2019-072 AMENDING LEVY NO. 20163 AND CERTIFYING AMENDED SPECIAL ASSESSMENTS FOR IMPROVEMENT PROJECT NOS. 2018-08 AND 2019-05, BELLVUE AND SOUTHEAST AREA MILL AND OVERLAY IMPROVEMENTS TO HENNEPIN COUNTY TAX ROLLS

City Engineer Mike Albers reviewed this item, stating two public hearings were held at the City Council's April 8, 2019, Regular Meeting. He added the City Council adopted a resolution ordering improvements and authorizing the preparation of plans and specifications for the Bellevue and Southeast Area Mill and Overlay project. He noted a second public hearing was held, and special assessments were approved except two properties that were removed from the assessment roll: 5328 Irving Avenue N and 5501 Irving Avenue N.

Mr. Albers stated a letter was received from the property owner of 5328 Irving Avenue before the public hearing. He added the property was last assessed in 1999 for street improvements. He noted City Staff recommends that this property remains on the assessment roll, as the property is responsible for its share of assessments due to benefits that will be received from the proposed street improvements.

Mr. Albers stated the property owner of 5501 Irving Avenue objected to the assessment based on the fact that the property should not be sub-dividable considering the age and significance of the house on the property. He added the property does not have any restrictions that would prevent subdivision. He noted City Staff recommends that this property remains on the assessment roll.

Mr. Albers stated the property owners have the right to appeal the City Council's decision in District Court under Minnesota State Statute. He added City Staff recommends adoption of the resolution amending Levy No. 120163.

Mayor Elliott asked whether property owners will receive notification of the City Council's decision. Mr. Albers stated City Staff could send them a letter of notification.

Councilmember Graves requested a review of the City's Special Assessment Policy. She added the City Council could discuss a work session. She expressed concern that a landlord in the R-4 district only pays one assessment for a multi-family property.

Mayor Elliott asked why properties are assessed the same amount regardless of how much street frontage they have. He added he has questions about this principle.

Mr. Gilchrist stated this assessment is not based on street frontage but rather the fact that the lot is sub-dividable. He encouraged the City Council to be consistent with the existing special assessment policy and recommendations of City Staff.

Mayor Elliott stated he agrees that the City Council should be consistent in adhering to the special assessment policy, but he would like to have a review and discussion of the policy at a City Council work session.

Councilmember Graves moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-072 Amending Levy No. 20163 and Certifying Amended Special Assessments for Improvement Project Nos. 2018-08 and 2019-05, Bellevue and Southeast Area Mill and Overlay Improvements to Hennepin County Tax Rolls.

Motion passed unanimously.

11. COUNCIL REPORT

Councilmember Ryan reported on his attendance at the following and provided information on the following upcoming events:

- April 15, 2019 – attended Board of Appeal and Equalization Hearing
- April 16, 2019 – attended 29th Annual Police Citizens Awards Ceremony at Brooklyn Center Community Center
- April 17, 2019 – attended third community planning workshop for the redevelopment of Opportunity Site
- April 25, 2019 – attended Home Buying Seminar at Brookdale Library
- April 27, 2019 – Community Health Fair at Brooklyn Center Community Center from 9:00 a.m. – 4:00 p.m.

Councilmember Graves reported on her attendance at the following and provided information on the following upcoming events:

- April 15, 2019 – attended Brooklyn Youth Council Meeting
- April 16, 2019 – attended the second half of the Police Citizens Awards Ceremony, unable to attend Parks and Recreation Commission meeting
- April 17, 2019 – attended third community planning workshop for the redevelopment of Opportunity Site
- April 19, 2019, attended ACER dinner at Embassy Suites
- April 27, 2019 – Community Health Fair
- April 27, 2019 – Shingle Creek Clean-Up

Mayor Elliott reported on his attendance at the following and provided information on the following upcoming events:

- April 15, 2019 – attended Board of Appeal and Equalization Hearing
- April 16, 2019 – attended 29th Annual Police Citizens Awards Ceremony at Brooklyn Center Community Center
- April 17, 2019 – attended third community planning workshop for the redevelopment of Opportunity Site

- April 17, 2019 – attended Brooklyn Bridge Alliance Board Meeting
- April 20, 2019 – attended Civic Engagement Award Ceremony at Earle Brown Heritage Center
- April 20, 2019 – spoke at Installation of Officers
- April 27, 2019 – Annual Minnesota Mayor’s Conference in Stillwater
- May 4, 2019 – First Annual Community Prayer Breakfast at Embassy Suites – Mayor Elliott will read a Proclamation designating a Day of Spiritual Re-Dedication

12. ADJOURNMENT

Councilmember Ryan moved, and Councilmember Graves seconded adjournment of the City Council meeting at 8:30 p.m.

Motion passed unanimously.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

STUDY SESSION
APRIL 22, 2019
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor Mike Elliott at 6:00 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers April Graves and Dan Ryan. Councilmembers Marquita Butler and Kris Lawrence-Anderson were absent and excused. Also present were Deputy City Manager Reggie Edwards, Director of Public Works Doran Cote, City Engineer Mike Albers, Business and Work Force Development Coordinator Brett Angel, Police Chief Tim Gannon, City Attorney Troy Gilchrist, and Mary Mullen, TimeSaver Off Site Secretarial, Inc.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Ryan requested the following correction to the Study Session minutes of April 8, 2019:

Page 3, third paragraph, second sentence: “He added that the first 32 acres of the development site can hold a broad range of possibilities, but that property is not large enough to encompass everything that was discussed at the workshop.”

It was the majority consensus of the City Council to accept the correction to the April 8, 2019 Study Session minutes.

Councilmember Graves requested clarification regarding Agenda Item 6f, Resolution Rejecting Bid. She asked why City Staff is recommending rejection of the bid. Director of Public Works Doran Cote stated there was only one bidder for the project, and the bid was \$3 million over the City’s estimate.

MISCELLANEOUS

Councilmember Ryan asked what site will be used for the upcoming summer pop-up markets. Deputy City Manager Reggie Edwards stated they will be held at the Opportunity Site. Business and Work Force Development Coordinator Brett Angel stated the first pop-up market is scheduled for June 8, 2019.

Mr. Edwards stated the two Councilmembers who were absent from the meeting may have communicated their absence to City Manager Curt Boganey.

Mayor Elliott asked whether the City Council will attend the Prayer Breakfast, to be held Saturday May 4, 2019. Councilmember Ryan stated that is an individual decision whether Councilmembers want to attend. He added he has a family obligation that day. He noted the Mayor usually reads a proclamation at the breakfast.

Mayor Elliott stated he plans to attend. He asked whether the City Council should reserve a table. Councilmember Graves stated she has a wedding to attend that day, but she will try to attend the breakfast.

Mayor Elliott stated it would be good if a few Councilmembers could attend.

DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

LIQUOR LICENSE VIOLATION PENALTY POLICY DISCUSSION

Mr. Edwards stated a public hearing was held in January related to a local establishment that had a liquor license violation. He added the City Council instructed City Staff to review the liquor license violation penalty policy, to determine what has been done in the past and review the policies of other local communities.

Mr. Edwards requested City Council consideration of establishing an ongoing policy, as there is currently no set fee or fee schedule. He added other jurisdictions use a process that progresses from the first violation to revocation with the fourth violation. He noted the City Council had determined a fine of \$1,000 of which 50% was to be paid immediately, and the remaining balance would be due if another violation occurred within a twelve-month period.

Mr. Edwards requested the City Councils discussion and direction for developing a penalty policy for violations of the City's Liquor License Ordinance.

Councilmember Ryan stated he would support a policy that is consistent with adjacent cities. He added a fine as well as suspension of license is too punitive. He asked whether the policy would apply to both on-sale and off-sale liquor. City Attorney Troy Gilchrist stated the City Council could decide how the policy will be structured as long as it falls within the criteria for reasonable and equitable standards.

Councilmember Ryan asked whether there is sound basis for holding a public hearing if a problematic on-sale establishment reaches a fourth violation. Mr. Gilchrist stated the City is the only off-sale proprietor in Brooklyn Center. He stressed the importance of consistency. He added the creation of a penalty system would not replace due process, and a hearing would be appropriate even for the first violation.

Mayor Elliott stated he would like to see which of the nearby jurisdictions have municipal liquor operations, and whether they have had to grant exceptions. He added the City could find itself in a tight spot with a penalty policy.

Councilmember Graves stated there should not be a distinction between on-sale or off-sale liquor in this policy. She added there would still be due process. She noted she likes the City of Maplewood's policy, which is simple and straight-forward, and she would not be opposed to a suspension policy like the City of Golden Valley.

Mayor Elliott agreed, although Maplewood's fee schedule is aggressive. He added a license revocation could be considered after a fourth violation.

Councilmember Ryan stated he likes Golden Valley's approach, unless there is a third violation. He asked how that could be phrased in the Ordinance, related to 24 months before the violation.

Mayor Elliott requested additional research. He added imposing a fine sends a strong message. He noted he would not support shutting down a business.

Councilmember Graves stated the type of violation makes a difference, and types of violations should have different penalties. She asked whether other cities have a system of different levels of penalties. She added the establishment that had a violation that was the impetus for this discussion had a prior violation that was not the same. She noted she would like to see more information from other cities that have different levels of penalties.

Mr. Edwards stated City Staff reviewed other cities' penalty structures, and there was no indication that the structures were based upon type of violation.

Mr. Gilchrist stated the vast majority of violations are underage sales.

Councilmember Graves stated she would like to review this issue again when there are more Councilmembers present.

It was the majority consensus of the City Council to direct City Staff to provide additional information related to liquor license violations policy.

Councilmember Ryan stated he would support a fee structure similar to Golden Valley.

Mr. Gilchrist agreed to review the potential fee schedules and language related to due process and provide additional information for the City Council's review at their next Regular Meeting.

ADJOURNMENT

Mayor Elliott closed the Study Session at 6:45 p.m.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY
OF HENNEPIN AND THE STATE OF MINNESOTA

BOARD OF APPEAL AND EQUALIZATION RECONVENE
APRIL 29, 2019
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center City Council reconvened the Local Board of Appeal and Equalization and the meeting was called to order by Mayor Elliott at 6:19 p.m.

2. ROLL CALL

Mayor Elliott and Councilmembers Marquita Butler, and Dan Ryan were present. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, and Fiscal & Support Services Director Nate Reinhardt.

Councilmembers Graves and Lawrence-Anderson were absent.

Others present from Hennepin County were Robert Winge, Residential Appraiser Manager; and Joshua Whitney, Appraiser.

3. LOCAL BOARD OF APPEAL AND EQUALIZATION (LBAE) CERTIFICATION FORM

The Local Board of Appeal and Equalization Certification form was signed by all Board Members present.

4. ASSESSOR'S REPORT ON APPEALS PRESENTED AT THE APRIL 15, 2019 BOARD MEETING

Hennepin County Appraiser Josh Whitney discussed that following the April 15, 2019, Local Board of Appeal and Equalization meeting, staff from the Hennepin County Assessor's Office met with each of the following appellants and arrived upon recommendations after a physical review of the properties, along with a review of market comparables. Each of the following appellants has agreed with the Assessor's recommendations:

Richard G. & Karen Arnston
4220/4224 Lakeside Ave N
PID# 10-118-21-32-0006
Assessor's recommendation: A value reduction from \$356,000 to \$325,000.

J E Shoultz & G R Shoultz
4210/4214 Lakeside Av N
PID# 10-118-21-32-0007
Assessor's recommendation: A value reduction from \$362,000 to \$329,000.

Mark Lundberg
5332 Lilac Drive N
PID# 02-118-21-33-0014
Assessor's recommendation: A value reduction from \$208,000 to \$198,000.

Nona Woods
5419 67th Ave N
PID# 33-119-21-12-0055
Assessor's recommendation: No change in value

Travis Stewart
3913 52nd Ave N
PID# 10-118-21-21-0080
2019 Proposed EMV - \$229,000. 2018 EMS - \$232,000. Sold in 2017 for \$222,000.
Assessor's recommendation: No change in value.

Richard Youngberg
5419 Girard Ave N
PID# 01-118-21-33-0056
Assessor's recommendation: A value reduction from \$157,000 to \$154,000.

Gregory P Blacik
5324 Russell Ave N
PID# 02-118-21-34-0056
Assessor's recommendation: A value reduction from \$298,000 to \$154,000.

Veronica Ramos
2206 54th Ave N
PID# 02-118-21-34-0138
Assessor's recommendation: No change in value.
The owner did not returned the phone calls from the Assessor to allow an inspection.

Joseph Schleppenbach Jr.
660 Willow Lake N
PID# 36-119-21-13-0022
Assessor's recommendation: A value reduction from \$395,000 to \$368,000.

Dorothy A. Wade
6106 Dupont Ave N
PID# 36-119-21-34-0035
Assessor's recommendation: A value reduction from \$188,000 to \$179,000.

Susan Olbering
721 Bellvue Lane
PID# 01-118-21-34-0138
Assessor's recommendation: No change in value.
The owner did not returned the phone calls from the Assessor to allow an inspection.

Commercial Property

5930 Earle Brown Drive

PID# 02-118-21-12-0010

Assessor's recommendation: No change in Value

This property was continued from the April 15, 2019, meeting and haven't responded back to County staff after several attempts by phone and email.

There was a motion by Councilmember Ryan, seconded by Councilmember Butler to approve the properties as presented with the assessor's recommendations.

5. ASSESSOR'S REPORT ON WRITTEN APPEALS

6. ADJOURN

There was a motion by Councilmember Ryan and seconded by Councilmember Butler, to adjourn the Local Board of Appeal and Equalization at 6:32 p.m.

Motion passed unanimously.

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

Requested Council Action:

- Motion to approve licenses as presented

Background:

The following businesses/persons have applied for City licenses as noted. Each business/person has fulfilled the requirements of the City Ordinance governing respective licenses, submitted appropriate applications, and paid proper fees.

Applicants for rental dwelling licenses are in compliance with Chapter 12 of the City Code of Ordinances, unless comments are noted below the property address on the attached rental report.

The liquor license renewals are based on past practices of distance requirements and may require an amendment in the future.

GASOLINE SERVICE STATION LICENSE

YD Holdings / Holiday Station Store 5710 Xerxes Ave N
Brooklyn Center MN 55430

MECHANICAL LICENSE

B & D Plumbing, Htg & A/C	4145 MacKenzie Court, St. Michael, 55376
Centerpoint Energy	6161 Golden Valley Rd, Golden Valley, 55422
Erickson Plumbing Htg & Cooling	1471 92 nd Lane NE, Blaine, 55449
Hinding Heating & Air Inc.	915 W 7 th Street, St. Paul, 55102
Infinity Heating & Air Conditioning LLC	1017 Meadowwood Dr, Brooklyn Park, 55444
Metro Heating and Cooling	1220 Cope Ave E, Maplewood, 55109
Northland Mechanical Contractors, Inc.	9001 Science Center Dr, New Hope, 55428
Priority Plumbing and Drains	1143 S. Shore Dr, Plymouth 55441

Pronto Heating & A/C
7415 Cahill Rd,
Edina, 55439
Tim's Quality Plumbing, Inc.
225 County Rd. 81,
Osseo, 55369

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-
MOTOR VEHICLE DEALERSHIP LICENSE

BCV Motors LLC /	6801 Brooklyn Boulevard
Brookdale Volkswagen	Brooklyn Center MN 55429
Metro Brookdale LLC /	7235 Brooklyn Boulevard
Luther Brookdale Mazda	Brooklyn Center MN 55429
R L Brookdale Motors INC	6800 Brooklyn Boulevard
Luther Brookdale Honda	Brooklyn Center MN 55429
BB Motors Sales LLC /	4301 68th Ave N
Luther Brookdale Buick GMC	Brooklyn Center MN 55429
BB Motors Sales LLC /	6701 Brooklyn Boulevard
Luther Brookdale Cheverolet	Brooklyn Center MN 55429
Brooklyn Park Motors Inc	6700 Brooklyn Boulevard
Luther Brookdale Toyota	Brooklyn Center MN 55429

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SIGNHANGER LICENSE

JH Signs & Design, Inc.	41357 460 th St., Perham, 56573
Topline Advertising	11775 Justen Circle, #A, Maple Grove, 55369

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TOBACCO LICENSE

YD Holdings / Holiday Station Store	5710 Xerxes Ave N Brooklyn Center MN 55430
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TRANSIENT ACCOMMODATIONS LICENSE

ESA Management LLC / 2701 Freeway Boulevard
Extended Stay America Brooklyn Center MN 55430

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	5/7/2019	Backup Material
5-13-19 Rentals	5/8/2019	Backup Material

Property Code and Nuisance Violations Criteria		
License Category (Based on Property Code Only)	Number of Units	Property Code Violations per Inspected Unit
Type I – 3 Year	1-2 units	0-2
	3+ units	0-0.75
Type II – 2 Year	1-2 units	Greater than 2 but not more than 5
	3+ units	Greater than 0.75 but not more than 1.5
Type III – 1 Year	1-2 units	Greater than 5 but not more than 9
	3+ units	Greater than 1.5 but not more than 3
Type IV – 6 Months	1-2 units	Greater than 9
	3+ units	Greater than 3

b. Police Service Calls.

Police call rates will be based on the average number of valid police calls per unit per year. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911, and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft and arson.

Calls will not be counted for purposes of determining licensing categories where the victim and suspect are “Family or household members” as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of “Domestic Abuse” as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

License Category	Number of Units	Validated Calls for Disorderly Conduct Service & Part I Crimes (Calls Per Unit/Year)
No Category Impact	1-2	0-1
	3-4 units	0-0.25
	5 or more units	0-0.35
Decrease 1 Category	1-2	Greater than 1 but not more than 3
	3-4 units	Greater than 0.25 but not more than 1
	5 or more units	Greater than 0.35 but not more than 0.50
Decrease 2 Categories	1-2	Greater than 3
	3-4 units	Greater than 1
	5 or more units	Greater than 0.50

Rental Licenses for Council Approval on May 13, 2019								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
5301 Russell Ave N	Multi 2 Bldg 36 Unit	Initial	Lee Yan / Midwest GIR Group	206 5.7 per unit	IV	0	IV	
6620 Bryant Ave N	Single	Initial	Vera Dixon	19	IV	0	IV	
6912 Logan Ave N	Single	Initial	HPA Borrower 2017-1 LLC	3	II	0	II	
6412 Unity Ave N	Single	Initial	Wendy Hang	1	I	0	II	
819-21 55TH Ave N	2 Family 2 Unit	Renewal	Stephanie Statz	1	I	0	I	I
5240 Drew Ave N	Multi 1 Bldg 10 Unit	Renewal	Bradley Schumacher	24 2.4 per unit	III	0	III	II
4100 Lakebreeze Ave N	Multi 1 Bldg 4 Units	Renewal	Keia Isaacson / PBK Properties <i>Didn't meet mitigation plan</i> <i>Missing CPTED/CFH</i>	2	I	0	III	III
5319 Queen Ave N	2 Family 1 Unit	Renewal	Karen Palek Trust	0	I	0	I	I
4708 Twin Lake Ave	2 Family 1 Unit	Renewal	Michael Mohs	1	I	0	I	II
7240 West River Rd	Multi 1 Blg 7 Units	Renewal	Nedzad Ceric <i>met mitigation plan</i>	27 3.6 per unit	IV	0	IV	IV
7240 West River Rd	Multi 1 Blg 7 Units	Renewal	Nedzad Ceric <i>met mitigation plan</i>	7 1 per unit	II	0	II	IV
907 57th Ave N	Single	Renewal	David LaFavor	9	IV	1 valid 5/13/18 assault	IV	I
3707 61st Ave N	Single	Renewal	Douglas Wahl / Cel Monton	4	II	0	II	II
2804 67th Ln N	Single	Renewal	Bryan Aitkens	1	I	0	I	I
2912 69th Ln N	Single	Renewal	Lydia Kim	3	II	0	II	II
6015 Aldrich Ave N	Single	Renewal	My Truong	6	III	0	III	I
6501 Beard Ave N	Single	Renewal	FYR SFR Borrow LLC	7	III	0	III	II
5825 Colfax Ave N	Single	Renewal	Brahana Tsegaye	10	IV	0	IV	II
6835 Colfax Ave N	Single	Renewal	Adeyinka Badewa <i>met mitigation plan</i>	1	I	0	I	IV

Rental Licenses for Council Approval on May 13, 2019								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
5807 Dupont Ave N	Single	Renewal	Todd Havisto/Dave Baumann DT Enterprises	1	I	0	I	III
4701 Eleanor La	Single	Renewal	Charles Jing Bright	2	I	0	I	II
7101 France Ave N	Single	Renewal	Becky Kienzle	2	I	0	I	II
5451B Girard Ave N	Single	Renewal	Vinson Carlson/Carls Cache LLC	4	II	0	II	II
4906 Howe La	Single	Renewal	Cosco Properties LLC c/o MSP Homes Rentals <i>met mitigation plan</i>	5	II	0	II	I
5302 Humboldt Ave N	Single	Renewal	MNSF 11 W1 LLC	4	II	0	II	IV
5421 Lyndale Ave N	Single	Renewal	Dragon Property Management	7	III	0	III	II
5559 Lyndale Ave N	Single	Renewal	Dragon Property Management	3	II	0	II	II
5727 Major Ave N	Single	Renewal	David Koenig	4	II	0	II	II
5907 Xerxes Ave N	Single	Renewal	Dragon Property Mgmt	2	I	1 valid 2/28/19 theft	I	I

* CFS = Calls For Service for Renewal Licenses Only (Initial Licenses are not applicable to calls for service and will be listed N/A.)

** License Type Being Issued Type 1 = 3 Year Type II = 2 Year Type III = 1 Year

*** Initial licenses will not show a previous license type

All properties are current on City utilities and property taxes

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Nate Reinhardt, Finance Director

SUBJECT: Meeting Schedule for 2020-2021 Budget

Requested Council Action:

- Motion to Approve Budget Planning and Approval Dates, Including Joint Work Session Meetings with the Financial Commission.

Background:

These meetings will be held to discuss the development of the budget document for the 2020 fiscal year with projections for the 2021 fiscal year. The meetings are all to be held at 6:30 PM on Mondays (unless otherwise noted) in the City Council Chambers at City Hall. It is requested that the Council approve placement of these dates on the official calendar of Council meetings.

Monday, December 2, 2019 has been reserved for a public hearing on the proposed budget and levy. The intention is to schedule this meeting as a special meeting which will allow City Council to approve the proposed budget and levy following the public hearing.

<u>Date</u>	<u>Topic</u>
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June 3, 2019	CAFR Presentation and Auditor's Report
July 15, 2019	Capital Improvement Plan, Capital Project Funds
July 29, 2019	2020 Budget Overview
August 7, 2019	General Fund – Department Requests (<i>Wednesday</i>)
August 19, 2019	General Fund – Department Requests
September 4, 2019	General Fund – Department Requests (<i>Wednesday</i>)
September 16, 2019	Recommended Preliminary Levy
October 14, 2019	Special Revenue Funds, Debt Service Funds, Internal Service Funds
October 28, 2019	Utility/Enterprise Funds and Rates
December 2, 2019	Public Hearing & Proposed Adoption of Budget and Levy (<i>7:00 pm</i>)

Attached is a listing of the dates and topics for City Council actions on the 2020/21 Budget.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
2020 Budget Calendar	4/23/2019	Backup Material

City Council and Financial Commission

Budget Schedule for 2020-2021

June 3, 2019	Monday	<u>Work Session</u> <i>CAFR Presentation and Auditors Report</i>
July 15, 2019	Monday	<u>Work Session</u> <i>Capital Improvement Plan and Capital Project Funds</i>
July 29, 2019	Monday	<u>Work Session</u> <i>2020 Budget Overview</i>
August 7, 2019	Wednesday	<u>Work Session</u> <i>General Fund – Department Requests</i>
August 19, 2019	Monday	<u>Work Session</u> <i>General Fund – Department Requests</i>
September 4, 2019	Wednesday	<u>Work Session</u> <i>General Fund – Department Requests</i>
September 16, 2019	Monday	<u>Work Session</u> <i>General Fund – Recommended Preliminary Levy</i>
September 23, 2019	Monday	<u>Regular City Council Meeting</u> <i>Proposed adoption of preliminary levy and preliminary governmental funds budgets</i>
October 14, 2019	Monday	<u>Work Session</u> <i>Special Revenue Funds, Debt Service Funds Internal Service Funds</i>
October 28, 2019	Monday	<u>Work Session</u> <i>Utility/Enterprise Funds</i>
November 25, 2019	Monday	<u>Regular City Council Meeting</u> <i>Proposed adoption of the 2020 pay plan, 2020 cafeteria contribution and 2020 utility rates</i>
December 2, 2019	Monday	<u>Special City Council Meeting</u> <i>Public hearing on the recommended budget and levy followed by proposed adoption of final tax levies and budgets</i>

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

FROM: Mike Albers, City Engineer

SUBJECT: Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements

Requested Council Action:

- Motion to approve the resolution accepting work performed and authorizing final payment, Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements

Background:

On April 27, 2015, the City Council awarded Improvement Project Nos. 2015-01, 02, 03 and 04 to Northwest Asphalt, Inc., of Shakopee, Minnesota for construction of the Freeway Park Area Street and Utility Improvements. Northwest Asphalt, Inc. has successfully completed the construction work and is requesting final payment for the project.

Budget Issues:

The original contract amount with Northwest Asphalt, Inc. for the project improvements was \$6,748,849.20. The total value of work certified for final payment is \$6,365,478.08. The total project cost including contingencies/administration/engineering/legal is \$7,023,269.47 and was completed 8.1 percent under budget in the amount of \$622,216.73. The attached resolution provides a summary of the final amended costs and funding sources for the project.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/7/2019	Cover Memo

Member
moved its adoption:

introduced the following resolution and

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK PERFORMED AND AUTHORIZING
FINAL PAYMENT, IMPROVEMENT PROJECT NOS. 2015-01, 02, 03 AND
04, FREEWAY PARK AREA STREET AND UTILITY IMPROVEMENTS

WHEREAS, pursuant to a written contract signed with the City of Brooklyn Center, Minnesota, Northwest Asphalt, Inc., of Shakopee, Minnesota has completed the following improvements in accordance with said contract:

Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that

1. Final payment shall be made on Improvement Project Nos. 2015-01, 02, 03 and 04, Freeway Park Area Street and Utility Improvements, taking the contractor's receipt in full. The total amount to be paid for said improvements under said contract shall be \$6,365,478.08.
2. The estimated project costs and revenues are hereby amended as follows:

COSTS	<u>As Original Award</u>	<u>As Final</u>
Contract	\$6,748,849.20	\$6,365,478.08
Lighting	\$ 33,137.00	\$ 33,170.00
Contingency	\$ 203,000.00	\$ 20,253.37
Subtotal Construction Cost	\$6,984,986.20	\$6,418,901.45
Admin/Legal/Engr.	\$ 660,500.00	\$ 604,368.02
Total Estimated Project Cost	\$7,645,486.20	\$7,023,269.47

RESOLUTION NO. _____

REVENUES	<u>As Original Award</u>	<u>As Final</u>
Street Assessment	\$1,004,200.10	\$1,004,200.10
Storm Drainage Assessment	\$ 273,260.64	\$ 273,260.64
Sanitary Sewer Utility	\$1,273,567.00	\$1,142,817.29
Water Utility Fund	\$1,559,969.00	\$1,475,342.64
Storm Drainage Utility Fund	\$1,246,725.76	\$1,178,447.06
Street Light Utility	\$ 33,137.00	\$ 35,587.46
Street Reconstruction Fund	\$2,206,889.20	\$1,775,221.40
CenterPoint Energy	\$ 47,737.50	\$ 76,171.50
Met Council I&I Grant	\$ 0.00	\$ 61,486.38
Miscellaneous (plan Sales)	\$ 0.00	\$ 735.00
Total Estimated Revenue	\$7,645,486.20	\$7,023,269.47

May 13, 2019

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

FROM: Mike Albers, City Engineer

SUBJECT: Resolution Establishing Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview Park Area Street and Utility Improvements

Requested Council Action:

- Motion to approve the resolution establishing Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview Park Area Street and Utility Improvements

Background:

In 2020, the City will be entering the 27th year of its long-range street and utility rehabilitation program, referred to as the Neighborhood Street and Utility Improvement Program. The program has consisted of a systematic rehabilitation and/or replacement of the City's aging infrastructure. This program has included the reconstruction of public streets, replacement of deteriorating water and sanitary sewer facilities and construction of new storm sewer and drainage facilities. In addition, other neighborhood improvements are often considered as part of the projects, including park and lighting, landscape and traffic control improvements.

In accordance with the City's Capital Improvements Plan (CIP), the area referred to as the Grandview Park Area is programmed for improvements in 2020 (see attached map for specific street locations). In addition, portions of 59th Avenue, Logan Avenue and Lilac Drive near Grandview Park are also programmed for improvements in 2020 (see attached map for specific street locations). In order to take advantage of economies of scale and to reduce duplication of work, it is anticipated that these two CIP projects will be combined into one project, Grandview Park Area Street and Utility Improvements, which will be completed jointly in 2020 and 2021. At this time, staff requests that the City Council establish this street and utility improvement project so investigative engineering work may begin.

The Grandview Park Area Street and Utility Improvements project area consists of approximately 4.7 miles of streets and utilities. The area consists of approximately 345 residential properties (R1), three church properties, one school property, 18 multi-family properties (R3 to R6) and two commercial zoned properties (C2). The project is expected to include partial replacement of existing water main, partial replacement of existing sanitary sewer and replacement of a majority of storm drainage systems in the project area.

Typically, in order for a project to be completed within a specified calendar year, preliminary design must commence almost one year in advance. This includes initiation of the public notification and participation process that consists of informing affected property owners, conducting field surveys, at least one public informational meeting and an extensive amount of information and data collection.

Initial design also includes detailed technical engineering work, underground infrastructure inspections and

assessments and soil/geotechnical investigations. Upon authorization by the City Council the following actions would take place:

- Collect data, including field surveys, review traffic counts and review maintenance records.
- Evaluate project in accordance with the City's Complete Streets Policy.
- Conduct storm sewer system and water main distribution system analyses.
- Conduct televised inspections of the sanitary and storm sewers and soil/geotechnical investigations.
- Conduct a public informational meeting in the fall of 2019 to present initial findings to the neighborhood and gauge public interest in the improvement project.
- Prepare a feasibility report for review by the City Council. The City Council could then consider setting a date for the improvement hearing.

To date, the City has completed 98.6 miles of local street and utility reconstruction since initiating the Neighborhood Street and Utility Improvement Program. This represents approximately 93 percent of the total local roadways within Brooklyn Center.

Budget Issues:

The Grandview Park Area Street and Utility Improvements project is identified in the City's CIP with a preliminary project cost estimate of \$14,430,000. The estimated cost for preliminary field work, preparation of a project feasibility report and design is \$345,000.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/7/2019	Cover Memo
Grandview Park Area Map	5/7/2019	Cover Memo
59th, Logan and Lilac Areas Map	5/7/2019	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ESTABLISHING IMPROVEMENT PROJECT NOS. 2020-01, 02, 03 AND 04, GRANDVIEW PARK AREA STREET AND UTILITY IMPROVEMENTS

WHEREAS, the City's Capital Improvement Program identifies specific streets for proposed infrastructure improvements in 2020; and

WHEREAS, the City Council has reviewed the scope of proposed improvements for the Grandview Park Area; and

WHEREAS, the City Council has reviewed the scope of proposed improvements for portions of 59th Avenue, Logan Avenue and Lilac Drive near Grandview Park; and

WHEREAS, the City Council desires to begin the process of information gathering and solicitation of public comments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that:

1. Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview Park Area Street and Utility Improvements are hereby established.
2. Staff is directed to begin field work, contact property owners in the neighborhood to obtain comments and input and hold public informational meetings for property owners in the neighborhood where improvements are proposed.
3. The City Engineer shall prepare a project feasibility report for review by the City Council in the fall of 2019.
4. Estimated project costs for preliminary field work, geotechnical investigations and sewer televising costs are as follows:

<u>COST</u>	<u>AMOUNT</u>
Preliminary Design and Plan Prep.	\$190,000
Televising	\$ 15,000
Field Survey	\$ 60,000
Geotechnical Investigation	\$ 30,000
Storm Sewer system analysis	\$ 35,000
Watermain system analyses	\$ 15,000
Estimated Costs Total	\$345,000

RESOLUTION NO. _____

<u>REVENUES</u>	<u>AMOUNT</u>
Sanitary Sewer Utility Fund	\$ 50,000
Water Utility Fund	\$ 65,000
Storm Sewer Utility Fund	\$ 70,000
Street Reconstruction Fund	\$160,000
Estimated Revenues Total	\$345,000

May 13, 2019

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member

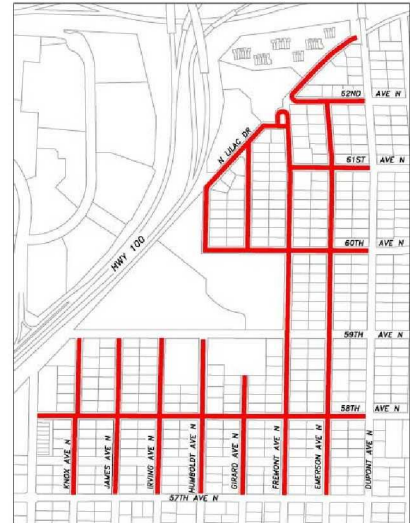
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Grandview Park Area Improvements - 2020

The Grandview Park project area extends Interstate 694 to 57th Avenue and from Logan Avenue to Dupont Avenue. The total project length is 20,821-feet. The neighborhood consists of approximately 345 residential properties (R1) and four multi-family properties (R6).



Streets

The majority of the streets in the project area were originally constructed between 1964 and 1969. Existing streets are generally 30-foot wide with no curb and gutter. The street pavement is deteriorated throughout most of the neighborhood. The overall pavement condition rating is fair to poor. Proposed street improvements consist of the reconstruction of the street subgrade, installation of curb and gutter to improve drainage and placement of bituminous street pavement.

Water main

The existing water main in the project area consists of 6-inch and 8-inch diameter CIP installed between 1964 and 1969. A 16-inch steel water main runs along Emerson Avenue from 57th Avenue to 59th Avenue. A majority of the existing water main is believed to have a cement based internal liner. Water records indicate two main breaks have occurred within the neighborhood and one property has experienced a frozen water service in past winters. The current project estimate includes replacement of approximately 50 to 75 percent of the water main within the project area. The 16-inch steel water main along Emerson Avenue potentially could be replaced with C900 plastic water main.

Sanitary Sewer

The sanitary sewer in the project area consists of 8-inch diameter VCP installed in 1960 and 1963. Approximately 68 percent of the sanitary sewer is subjected to frequent problems with root intrusion. Root sawing must be performed on an annual basis to maintain the system conveyance capacity. The condition of the sanitary sewer system within the neighborhood is rated as fair to poor. The current project estimate includes replacement of approximately 50 to 75 percent of the sanitary sewer system within the project area.

Storm Sewer

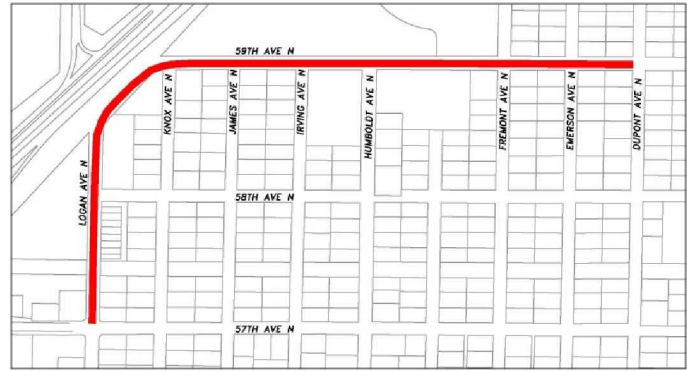
A majority of the storm water runoff from the project area is collected in the existing storm sewer system and conveyed to the trunk storm sewer line on 59th Avenue and then to the Mississippi River. A portion of the existing storm sewer system within the project area could be salvaged, although it is anticipated that expansion of the system and additional conveyance capacity will be needed to minimize local flooding. The current project cost estimate includes replacement of 75 percent of the local drainage system within the neighborhood.

Street Lighting

The existing street light system is overhead power, with wood poles and a cobra head light fixture. The current cost estimate includes replacing the 25 wood poles with 25 fiberglass poles with a cut-off type LED light fixture and underground power.

Logan, Lilac and 59th Avenues Reconstruction - 2020

This project area includes Logan Avenue from 57th Avenue to Lilac Drive, 59th Avenue from Lilac Drive to Dupont Avenue and Lilac Drive from Logan Avenue to 59th Avenue. The total project length is 3,761-feet. The neighborhood consists of approximately 12 residential properties, three church properties, one school property, 14 multi-family properties (R3 to R5) and two commercial zoned properties (C2).



Streets

The entire project area is designated as a MSA Route. The majority of the streets in the project area were originally constructed in 1966. The existing roads are 30 to 35-feet wide. Logan Avenue and Lilac Drive have concrete curb and gutter and 59th Avenue has no curb. The street pavement is deteriorated throughout most of the neighborhood. The overall pavement condition rating is fair to poor. Proposed street improvements consist of the reconstruction of the street subgrade, installation of curb and gutter to improve drainage and placement of bituminous street pavement.

Water main

The existing water main along Logan Avenue and Lilac Drive is 10-inch diameter CIP installed in 1965 and 16-inch diameter cast iron main along 59th Avenue installed in 1969. A majority of the existing water main is believed to have a cement based internal liner. The corrosion rate within the project area has not been thoroughly documented at this time. Utility records indicate there has been one water main break along Logan Avenue. However, the Public Utilities Division will need to excavate and inspect various fittings to determine the extent of water main replacement that is warranted. The current project estimate includes replacement of water main along Logan Avenue and Lilac Drive only.

Sanitary Sewer

The only sanitary sewer in the project area runs along Logan Avenue. This sanitary sewer was lined with CIPP in 2005. Manhole casting replacement is the only proposed sanitary sewer improvement for the project.

Storm Sewer

A majority of the storm water runoff from the project area is collected in the existing trunk line along 59th Avenue. This line consists of 24-inch to 36-inch corrugated metal pipe. A second storm line runs south along Logan Avenue to 57th Avenue. This line consists of 21-inch to 42-inch RCP installed in 1988. The current project cost estimate assumes replacement of the corrugated metal pipe along 59th Avenue as part of the scheduled neighborhood improvements.

Street Lighting

The existing street light system is overhead power, with wood poles and a cobra head light fixture. The current cost estimate includes replacing the three wood poles with three fiberglass poles with a cut-off type LED light fixture and underground power.

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

FROM: Mike Albers, City Engineer

SUBJECT: Resolution Approving Change Order Nos. 1-8, Improvement Project No. 2018-05, Brooklyn Boulevard Corridor Project Phase 1

Requested Council Action:

- Motion to approve the resolution authorizing Change Order Nos. 1-8 in the amount of \$20,542.06 for Improvement Project No. 2018-05, Brooklyn Boulevard Corridor Project Phase 1

Background:

On August 13, 2018, the City Council awarded a Contract to C.S. McCrossan Construction Inc., of Maple Grove, Minnesota for the above referenced improvement. The attached Change Order Nos. 1-8 were necessary during construction of the street and utility improvements for the Brooklyn Boulevard Corridor Project Phase 1 Improvements.

- Change Order 1 is for substituting bituminous pavement mix SPWEB340C for temporary pavement.
- Change Order 2 is for changing pole mounted indicators from bracket mounted to angle mounted for the signal system at the intersection of Brooklyn Boulevard and TH 100 north ramps as requested by MnDOT.
- Change Order 3 is for the installation of geotextile fabric and/or geogrid in areas where instability was observed during construction of the roadway at various locations.
- Change Order 4 is for additional detour signage during the planned weekend closure of Brooklyn Blvd from 49th Ave to 51st Ave due to adjacent roadway closures for other construction projects in Minneapolis.
- Change Order 5 is for additional variable depth milling required to allow for pavement transitions at tie-in and crossover locations to allow for smooth pavement transitions between existing and new pavements prior to switching traffic from the Stage 1A to the winter 2018-19 traffic configuration.
- Change Order 6 is for providing an overflow outlet pipe for the manhole near the Brookdale Covenant Church's north parking lot area.
- Change Order 7 is for lowering the invert of the 21-inch RCP connection at Str. 401 and revised the pipe run slope due to a conflict with the existing 16" gas main.
- Change Order 8 is for revisions to the contract times. During the 2018 construction season, the contractor experienced several delays such as weather, utility conflicts, etc. In an effort of continued partnering, construction staging was modified, and various temporary work was completed to mitigate schedule impacts.
 - The contractor must complete all work required under this contract, except Brooklyn Boulevard median work, final wear course, maintenance and final clean up, on or before August 26, 2019.
 - The contractor must complete all work required under this contract, except maintenance work and final clean up, on or before October 11, 2019.
 - The contractor must complete all work required under this contract, and meet the requirements for project acceptance per 1516.2, on or before November 1, 2019.

Budget Issues:

The attached resolution authorizes Change Order Nos. 1-8 for the project. The original Contract amount was \$13,234,131.05. Change Order Nos. 1-8 increases the contract amount to \$13,254,673.11. The total amount of Change Order Nos. 1-8 (\$20,542.06, see below) represents an increase of 0.16 percent to the original contract amount. This falls within the contingency amount of \$662,000 that was included in the project budget for items of this nature.

Change Order 1: -\$4,200.42

Change Order 2: \$663.48

Change Order 3: \$4,885.00

Change Order 4: \$876.99

Change Order 5: \$9,040.56

Change Order 6: \$4,968.36

Change Order 7: \$4,308.09

Change Order 8: \$0.00

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description

Resolution

Upload Date

5/8/2019

Type

Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NOS. 1-8, IMPROVEMENT PROJECT NO. 2018-05, BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 1

WHEREAS, pursuant to a written Contract signed with the City of Brooklyn Center, Minnesota, C.S. McCrossan Construction Inc. of Maple Grove, Minnesota, was instructed to complete additional work as itemized on Change Order Nos. 1-8 for Improvement Project No. 2018-05, Brooklyn Boulevard Corridor Project Phase 1; and

WHEREAS, Change Order 1 is for substituting bituminous pavement mix SPWEB340C for temporary pavement; and

WHEREAS, Change Order 2 is for changing pole mounted indicators from bracket mounted to angle mounted for the signal system at the intersection of Brooklyn Boulevard and TH 100 north ramps as requested by MnDOT; and

WHEREAS, Change Order 3 is for the installation of geotextile fabric and/or geogrid in areas where instability was observed at various locations during construction of the roadway; and

WHEREAS, Change Order 4 is for additional detour signage during the planned weekend closure of Brooklyn Blvd from 49th Ave to 51st Ave due to adjacent roadway closures for other construction projects in Minneapolis; and

WHEREAS, Change Order 5 is for additional variable depth milling required to allow for pavement transitions at tie-in and crossover locations to allow for smooth pavement transitions between existing and new pavements prior to switching traffic from the Stage 1A to the winter 2018-19 traffic configuration; and

WHEREAS, Change Order 6 is for providing an overflow outlet pipe for the manhole near the Brookdale Covenant Church's north parking lot area; and

WHEREAS, Change Order 7 is for lowering the invert of the 21-inch RCP connection at Str. 401 and revised the pipe run slope due to a conflict with the existing 16" gas main; and

WHEREAS, Change Order 8 is for revisions to the contract times.

WHEREAS, said additional work was not included in the original Contract, but was deemed necessary to properly complete the improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that Change Order No. 1 through 8 in the amount of \$20,542.06 for Improvement No. 2018-05 is hereby approved. The revised Contract amount is as follows:

Original Contract Amount	\$13,234,131.05
<u>Change Order Nos. 1-8</u>	<u>\$ 20,542.06</u>
Revised Contract Amount	\$13,254,673.11

May 13, 2019
Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

FROM:

SUBJECT: Proclamation Declaring May 19-25, 2019, National Public Works Week in the City of Brooklyn Center

Requested Council Action:

- Motion to accept a proclamation declaring May 19 through May 25, 2019, as National Public Works Week in Brooklyn Center

Background:

National Public Works Week is a celebration of the tens of thousands of people in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, the weeklong celebration calls attention to the importance of public works in community life. The week seeks to enhance the prestige of professionals who serve the public good every day with quiet dedication. The theme for 2019 is “Public Works-It Starts Here”.

The Public Works Department employs 40 full-time and 20 seasonal employees in the five divisions of the department - engineering, street maintenance, park maintenance, public utilities and the central garage. All divisions work together as a team to provide high-quality service for people who visit, live or work in Brooklyn Center.

Many of the tasks like plowing streets, mowing parks, putting up signs, pumping water, maintaining large equipment and designing improvement projects are high profile. Many more tasks are completed almost unnoticeable except in their absence.

Many people do not realize that significant efforts of the department take place while everyone else is sleeping. It is not unusual for street or park employees to get called out in the middle of the night after a storm to clear fallen trees from the road, to plow or provide ice control during a winter storm, or utility employees to be called out to respond to a sewer backup or water main break. Our Public Works employees take great pride in their work.

Budget Issues:

There are no budget issues to consider.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	4/19/2019	Cover Memo

PROCLAMATION

DECLARING MAY 19-25, 2019

NATIONAL PUBLIC WORKS WEEK IN THE CITY OF BROOKLYN CENTER

WHEREAS, *Public Works services provided in our community are an integral part of our citizens' everyday lives; and*

WHEREAS, *The support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as engineering, water, wastewater, storm drainage, streets and highways, parks and central vehicle fleet maintenance; and*

WHEREAS, *The health, safety and comfort of this community greatly depend on these facilities and services; and*

WHEREAS, *The quality and effectiveness of these facilities including their planning, design, construction, operation and maintenance are vitally dependent upon the efforts and skill of Public Works personnel.*

NOW, THEREFORE, I, AS MAYOR OF THE CITY OF BROOKLYN CENTER, State of Minnesota, with the consent and support of the Brooklyn Center City Council, do hereby proclaim May 19-25, 2019, as "National Public Works Week" in the City of Brooklyn Center, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which Public Works personnel make every day to our health, safety, comfort and quality of life.

May 13, 2019

Date

Mayor

Council Members

ATTEST:

City Clerk

COUNCIL ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Identifying the Need for Livable Communities Demonstration Account (LCDA) Funding and Authorizing an Application for Grant Funds

Requested Council Action:

- Motion to approve the resolution identifying the need for Livable Communities Demonstration Account (LCDA) funding and authorizing the submission of an application for grant funds.

Background:

The Livable Communities Demonstration Account (LCDA) is a grant program which is offered by the Metropolitan Council through the Livable Communities Act. The program funds innovative (re)development projects that efficiently link housing, jobs, services and transit in an effort to create inspiring and livable communities. LCDA grants are offered for two purposes, both pre-development and development, with two funding rounds per year. Pre-development grant applications have a maximum funding amount of \$100,000 per round, per application with a grant term of 2 years and a required 25% local match. Eligible applicants for LCDA funds include municipalities currently participating in the Metropolitan Livable Communities Housing Incentives Program, Counties, Economic Development Authorities, Housing and Redevelopment Authorities, Community Development Authorities and Port Authorities.

Eligible uses for the LCDA Pre-Development funding includes the following:

- Project Planning Activities
 - Development of site plans;
 - phasing or staging plans for an identified parcel or multiple contiguous parcels;
 - Design workshops for development alternatives;
 - Community engagement beyond public meetings.
- Financial Analysis
 - Feasibility studies of one or multiple development scenarios for an identified parcel, leading to the development of a pro-formal
 - Market study to determine the demand for the proposed development project.
- Site Analysis
 - Project-specific stormwater management plans;
 - Soil testing to determine feasible land uses for the site (not environmental testing).
- Travel Demand Management Plan

The City has recently been approached about a project which would be eligible for LCDA Pre-Development grant funding named Monarch Park, which is a concept for two mixed-use buildings. The project is a proposed development by Troy Parker of Gardner-Lee Workforce & Opportunity Solutions and Sector 612. Gardner-Lee is a non-profit corporation that was formed to increase the education, training, employment, business and other opportunities for all individuals with a focus on under-represented populations. Sector 612

is a collaboration of four minority-owned businesses that are currently based out of Minneapolis including two restaurants, an executive transportation company and a design company. The site they are currently interested in is the EDA-owned property at 57th and Logan Avenues.

The development concept for Monarch Park would be to construct each building in two separate phases. The phase-one building, termed Sector 612, would be a 7-story mixed-use building comprised of retail on the first floor, approximately 34 apartments on levels 2-4 of varying degrees of affordability, a co-working office space and workforce development center would be on levels 5-6, and community open space on level 7. The four businesses that comprise Sector 612 would be located within and own the building. Gardner-Lee would own and operate the workforce development center; focusing on training, mentoring and recruitment of individuals into trade and construction professions.

The second development phase would be termed Monarch Park. This five-story building would consist of retail and commercial space on level one and approximately 100 apartments of varying degrees of affordability on levels 2-5. The concept includes a large courtyard area that will be open to the public.

The Monarch Park concept provides a unique community-driven development which focuses on providing solutions to regional issues including workforce development, mixed-income housing, affordable commercial spaces, and economic/tax base growth. The proposed concept is one which could be used as a demonstration for other municipalities and metropolitan areas.

Originally, Mr. Parker had a focus on a specific property that was located within North Minneapolis, but after difficulties in property acquisition chose to pursue a new location and reached out to the City of Brooklyn Center staff. Staff has been in discussions with Mr. Parker for several months; however, the project is not at a point at which a preliminary development agreement is warranted. Additional analysis is needed in order to determine if the project is feasible. Mr. Parker has a strong vision for the the outcome of the development, which aligns well with the City's strategic priorities around community engagement and resident economic stability; however, more resources are needed in order to move the project forward through the next stage of pre-development.

The application for LCDA pre-development funds for Monarch Park would be used for community engagement, market analysis and site analysis/planning. The grant application has a total request of \$60,000 from the Metropolitan Council, which would require an additional \$15,000 commitment from the City of Brooklyn Center if the grant application is approved and funded. The grant funding will allow for the developer to hire experts who specialize in the listed grant activities bringing additional experience to the development team, which currently has minimal development experience. The work by the consultants that would be hired would make Monarch Park more competitive for future development grant opportunities offered through the Metropolitan Council and Hennepin County. The grant will also help determine the feasibility of the project at the 57th and Logan site or whether the development would be better suited for the Opportunity Site.

While the City currently has multiple development projects in the pipeline, this project is unique in that it encapsulates a distinct mix of uses which, if successful would be highly innovative, and also aligns so well with the City's strategic priorities. Further, this project would likely not move forward without the assistance of the grant funds.

Budget Issues:

A split between TIF #3 and EDA funds will be used for the required 25% City match (\$15,000).

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/7/2019	Resolution Letter
LCA Grant - Monarch Park	5/7/2019	Backup Material

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2019- ____

RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES
DEMONSTRATION ACCOUNT (“LCDA”) FUNDING AND AUTHORIZING AN
APPLICATION FOR GRANT FUNDS

WHEREAS, the City of Brooklyn Center is a participant in the Metropolitan Livable Communities Act (“LCA”) Local Housing Incentives Program for 2019 as determined by the Metropolitan Council, and is therefore eligible to apply for LCA Livable Communities Demonstration Account and Tax Base Revitalization Account Transit Oriented Development (Collectively, “TOD”) funds; and

WHEREAS, the City has identified a proposed project within the City that meets LCDA purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to adequately manage an LCDA grant; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City acknowledges LCDA grants are intended to fund projects or project components that can serve as models, examples or prototypes for LCDA development or redevelopment elsewhere in the Region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council’s Livable Communities LCDA initiative during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of LCDA grant funding.

NOW, THEREFORE, BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City’s development goals and priorities for the following proposed LCDA project to occur at this particular site at this particular time:

Monarch Park – Brooklyn Center

2. Finds that that LCDA Project component(s) for which Livable Communities LCDA funding is sought:

- a. Will not occur solely through private or other public investment within the reasonable foreseeable future; and
 - b. Will occur within the term of the grant award (two years for Pre-Development grants, and three years for Development grants,) only if Livable Communities LCDA funding is made available for this project at this time.
3. Authorizes the Business and Workforce Development Specialist to submit on behalf of the City an application for Metropolitan Council Livable Communities LCDA grant funds for the LCDA project components identified in the application, and to execute such agreements as may be necessary to implement the LCDA Project on behalf of the City.

May 13, 2019

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner
and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.



Application

12115 - 2019 LCDA Pre-Development Spring

12289 - Monarch Park - Brooklyn Center

LCDA Pre-Development

Status:

Correcting

Submitted Date:

05/01/2019 2:57 PM

Primary Contact

Name:*

	Brett	Thomas	Angell
Salutation	First Name	Middle Name	Last Name

Title:

Business and Workforce Development Specialist

Department:

Community Development

Email:

bangell@ci.brooklyn-center.mn.us

Address:

6301 Shingle Creek Parkway

6301 Shingle Creek Parkway

*

Brooklyn Center	Minnesota	55430
City	State/Province	Postal Code/Zip

Phone:*

763-569-3301	
Phone	Ext.

Fax:

What Grant Programs are you most interested in?

LCDA Development

Organization Information

Name:

BROOKLYN CENTER, CITY OF

Jurisdictional Agency (if different):

Organization Type: City

Organization Website:

Address: 6301 SHINGLE CREEK PKWY

*** City:** BROOKLYN CENTER
City

State: Minnesota
State/Province

Postal Code: 55430
Postal Code/Zip

County: Hennepin

Phone: 763-569-3320
Ext.

Fax:

Primary Grantee Information

Grantee Type City

City in which the project is located Brooklyn Center

If the city name does not appear in this list, contact the appropriate LCA program coordinator.

If more than one governmental entity is collaborating on this application, please explain and list the names of all participants

Who will be the Project Manager at the city, county or local development authority for this project?

Contact name Brett Angell

Mailing address 6301 Shingle Creek Pkwy

City Brooklyn Center

Phone 763-569-3301

Do not enter punctuation (enter as "6515551212")

Email address bangell@ci.brooklyn-center.mn.us

After entering this information, click SAVE in the Command Bar at the top of the screen.

Developer

Organization name	Street address	City, state, zip	Contact name	Phone	Email
Gardner-Lee		CA	Troy Parker	510-424-4177	troy@gardnerlee.org

Other project contacts

Name	Title	Organization	Street address	City, state, Zip	Phone	Email
Sector 612				Minneapolis MN		

A: Project Overview & Grant Request

A.1 Project Location

Address or Intersection of Project:

57th Avenue and Logan Avenue

A.2 Overview of Project

Provide an overview of the larger development project of which the pre-development activities are a part.

Monarch Park is a development project consisting of two developments termed Sector 612 and Monarch Park. The proposed project is a creative mixed-use development which would provide a mix of retail and apartments. The conceptual plan for the site includes two buildings: one of which termed Monarch Park and the other termed Sector 612. Sector 612 is a 7 story mixed use building with a workforce development center and four minority-owned retail and service businesses located on the first floor. There would be approximately 34 apartment units on floors 2 through 4, co-working space on levels 5 and 6, and a community open space on level 7. Monarch Park is a 5-story mixed use building consisting of retail and commercial space on level 1, approximately 100 apartments on levels 2-5 and a large open public plaza area. The Monarch Park and Sector 612 concept would provide needed affordable housing and affordable commercial spaces to the City of Brooklyn Center, in an area that is well-suited for a mixed-use development.

The City currently has recieved conceptual plans for the layout of the buildings on the site. The pre-development grant would assist in further planning of the site (development of site plans, fit planning, etc.) and financial and market fesibility.

Describe the current and future land uses on the site. Specify types of uses, number and condition of existing buildings, site history, etc.

While there are two possible locations for the development project, the focus has been on an EDA-owned site known as 57th and Logan. The previous use of the site included a retail shopping center, termed the Hmong American Shopping Center, which was comprised of single-story retail buildings with a significant percentage of the lot dedicated to surface parking. The Economic Development Authority of Brooklyn Center purchased the approximately 8.2 acre site in the early 2000's and subsequently demolished the buildings on the site. Upon purchase and environmental testing on the entire site, it was determined that there was containimation issues due to a previous dry-cleaning business. The site has undergone monitoring and remediation efforts by the MPCA.

In 2018, the City sold 2.6 acres of the site to a self-storage facility which is currently under construction. The remining buildable area of the site (4.7 acres) is the location of the proposed project.

The City would also like to consider the "Opportunity Site" as a possible locatoin for the development, which is currently being master planned with developer Alatus, and part of the feasibility analysis would consider this site to determine if it would be more suitable of a location.

A.3 Grant-Funded Activities Detail

Grant-Funded Activity	How does this activity relate to the larger Development Project?
Development of Site Plans or Development Staging Plans	Creation of detailed plans used for the design of the project.

Market or Feasibility Study to develop and evaluate development scenario(s)	Assist in the market demand and project feasibility which will help in the development of a proforma and identify any potential gaps in funding.
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A.4 Pre-Development Grant Request				
Request amount	Description of use	Match amount	Match method	Estimated Commitment Date
\$25,000.00	Project Planning (site plan development, community engagement)	\$6,250.00	Cash	
\$25,000.00	Financial Analysis (market feasibility and pro-forma creation)	\$6,250.00	Cash	
\$10,000.00	Site Analysis (stormwater management)	\$2,500.00	Cash	
\$60,000.00		\$15,000.00		

B: Future Development Project Detail

B.1: Project Innovation, Demonstration, and Catalytic Value

Describe the innovative elements of the development project that make it an excellent demonstration that could be replicated in other parts of the region.

The Monarch Park concept is an innovative development project which combines many community needs into two buildings including - housing for a mix of different income levels, affordable retail space for local businesses, co-working spaces, and community gathering spaces. The project would make an excellent demonstration project because it maximizes the potential for a redevelopment property and seeks to incorporate community driven values into the project. The conceptual plan incorporates a large plaza area that would be open to the public and serve as a community gathering space. The design on Monarch Park also seeks to utilize the transit stop which is currently located at the site. The financial feasibility analysis will include exploring ways to leverage the City's ownership of the site to ensure long-term affordability for the commercial elements within the building. One model the City will explore with the grant funds would be the use of a land trust model within a vertical mixed use building to create perpetual affordable commercial/retail space.

The development concept is one that could be replicated throughout the region and/or the Country. The project seeks to address many of the issues that multiple municipalities and metropolitan regions face, such as affordable housing creation, access to affordable commercial spaces for small businesses, opportunities to live and work in the same building, and enhanced workforce development and skill creation for residents to find livable wage jobs. This project was driven by what has been heard in the community and future developments which use this as a model can create small tweaks to the concept to ensure that it will match the needs of the communities in which it is serving.

(2,000 characters)

Will this project catalyze additional private investment in the project area? If so, how?

This project has the potential to catalyze additional private investment in the surrounding area. The City of Brooklyn Center is currently in the master-planning phases of the Opportunity Site, which is across Highway 100 from this site. Monarch Park aligns with the vision of increasing the density in this area and could help leverage interest for sites located within the Opportunity Site. Monarch Park could potentially catalyze investment in the properties across 57th Avenue as well. The current buildings in this area are older single-story buildings which are in need of reinvestment.

(2,000 characters)

How will LCDA Pre-Development funds move the future development project forward?

The LCDA Pre-Development funds would play a significant role in allowing the Monarch Park project to move forward. The funding would allow for the development of the site plans for the project and allow for a market feasibility and financial feasibility study to occur which will determine the projects viability. Without the funding, it may significantly slow down the progress of the concept plan and potentially hurt the chances of the development occurring. The funding would allow for the master developer to hire experts and consultants who specialize in the grant funded activities, bringing additional knowledge and skills to the development team.

The specific deliverables which the grant and City contribution will go towards funding include project planning activities (development of a site plan for the proposed concept and the creating of a community engagement plan), financial analysis (feasibility studies of a development scenario and creation of a detailed pro-forma), market study to determine the demand for specific building components (specifically workforce development center and affordable commercial space) and the creation of project-specific stormwater management plans.

(2,000 characters)

What specific, demonstrated community need does this project fill?

Monarch Park fills a variety of community needs within Brooklyn Center. From a residential component it includes units for various income levels. Brooklyn Center has a lower median household income than surrounding communities so the additional units will allow for new housing unit options for the community. The additional housing units will have the ability to serve those currently living within the City and residents of the future. Creating a mix of incomes within an building will help ensure a livable community and help ensure stable housing is available at a variety of housing points.

Monarch Park also fills the need for additional spaces for affordable retail and commercial businesses. Brooklyn Center has the highest percentage of people of color in the Metropolitan Area. One of the City's strategic priorities is Resident Economic Stability, which in part focuses on elevating earning potential of existing residents. The workforce development focus as well as Sector 612 being a partnership of minority-owned businesses, forwards the City's goals in this area. The workforce development center will provide increased opportunities for residents of the City of Brooklyn Center to gain the skills needed to find gainful employment.

The use would also add to the tax base for the community for an area that has has a \$0 impact to the taxbase since the properties were acquired by the EDA. The project will generate property taxes on residential and commercial property that has been tax-exempt for over 10 years. This combined with the increased employment, retail sales, and other taxes generated through the development of the project is a positive endeavor for Brooklyn Center, Hennepin County, the State, and the community members.

(2,000 characters)

B.2: Future Development Project

Is there a small area plan in place for the project area? No

How will the future development project fit with the current development context of the project area?

The redevelopment of the project site into Monarch Park will maximize the potential of the remaining developable parcel. In 2018, a portion of the site was sold and is currently being constructed into a self-storage facility. The remaining parcel is better suited for a project of Monarch Parks structure due to access and visibility. The self-storage facility can be used as a complementary selling point for Monarch Park by providing the businesses and residences additional storage options directly adjacent to their place of business/home.

For an overall area, when the project site was identified as neighborhood mixed-use in the 2040 Comprehensive Plan, it signified a desire to increase the density of the site.

(2,000 characters)

C: Housing

C.1: Current Housing Mix on Site

Housing Type	None
# units	0
Current Affordability	Affordable below 30% AMI

C.2: Housing Currently on Adjacent Parcels

Current Housing	Single family
Affordability	Market Rate

units

3

Street Name

Logan Avenue

C.3 Planned Housing Mix

# units	Affordability	# bedrooms	Tenure (own or rent)
33	Affordable @ 31-50% AMI		Rent
55	Affordable @ 51-60% AMI		Rent
27	Affordable @ 61-80% AMI		Rent
19	Market Rate		Rent
134.00			

C.4: Fair Housing

Is any housing proposed in this project?	Yes
If housing is planned for the site, will a Fair Market Housing plan be in place before marketing begins?	Yes
Will the project accept Housing Choice Vouchers?	Yes
Has the city adopted a local fair housing policy?	Yes

C.5: Affordable Housing Policy

Affordable Housing Policy

Has the City adopted affordability requirements for housing assisted with City, or other public funds in the development area?	Will be in place within 36 months
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What is the name of the policy and when was it adopted?

Please also provide a very brief summary of when the policy is applied. (certain amount of public funding, zoning change, etc...)

If the city has an adopted policy, please indicate if it addresses the following issues:

The preservation of existing subsidized and naturally occurring affordable housing units.	Yes
The creation of new affordable housing units.	Yes
The addition of higher value housing in lower income areas.	Yes
Gentrification, specifically the displacement of small businesses and residents.	Yes

D: Jobs

D.1: New Jobs

New Full-time Jobs	90
New Part-time Jobs	40

D.2: Regular Full-Time Jobs

Job title	Job category	New or retained	Annual wage	# jobs, this description	# FTEs	FTEs at Living Wage
Management/ Executives	Management (11-0000)	New FT job	Over \$33,475	20.0	20.0	20.0
Executive Drivers	Transportation and Material Moving (53-0000)	New FT job	Over \$33,475	15.0	15.0	15.0
Food Service Worker	Food Preparation and Serving Related (35-0000)	Retained FT job	Over \$33,475	20.0	20.0	20.0
Security	Protective Service (33-0000)	New FT job	Under \$33,475	5.0	5.0	5.0
Design Professional	Arts, Design, Entertainment, Sports, and Media (27-0000)	New FT job	Over \$33,475	15.0	15.0	15.0
Finance Professional	Business and Financial Operations (13-0000)	New FT job	Over \$33,475	10.0	10.0	10.0
Maintenance Staff	Installation, Maintenance, and Repair (49-0000)	New FT job	Over \$33,475	5.0	5.0	5.0

D.3: Part-Time Jobs

Job title	Job category	New or retained	Annual wage	# jobs, this description	# FTEs	FTEs at Living Wage
Driver	Transportation and Material Moving (53-0000)	New part-time jobs	Under \$33,475	10	5.0	0
Restaurant Worker	Food Preparation and Serving Related (35-0000)	New part-time jobs	Under \$33,475	15	7.0	0
	Office and Administrative Support (43-0000)	New part-time jobs	Under \$33,475	15	7.0	0

D.4: Local Small Businesses

Will the project retain existing local small businesses and/or give preference to local small businesses? Yes

D.5: Temporary Jobs

Approximately how many construction and cleanup jobs will be utilized during the redevelopment? 200

D.6: Methodology

Describe the methods used to estimate the new and/or retained jobs identified above.

Job estimates were provided by GardnerLee, master-developer, and Sector 612 based on business plan and needs. The four businesses which comprise Sector 612 will retain employees and will be expanding based on the development of the project. Job categories selected are reflective of the four businesses which comprise Sector 612, which includes: two restaurants, an interior design firm, and an executive transportation service company.

D.7: Calculated Totals

Total FT jobs (regular positions)	90
Total jobs (regular positions)	130.0
Total FTEs (regular positions)	109.0
Total living wage jobs (regular positions)	90.0

E: Partnerships and Process

Have you started a community engagement process? No

If you have not started an engagement process, do you have a defined community engagement plan? Please describe.

Engagement for the project has not begun and a defined community engagement plan has not yet been created. Engagement for the project is expected to begin soon. Since this is an EDA-owned site, a public hearing is required for any land sale. Additional engagement is expected for the project as well.

(2,000 characters)

Are you partnering directly with community members and/or community based organizations? If yes, please describe.

Sector 612 is a community partner which is comprised of 4 minority owned Minneapolis businesses. Sector 612 is passionate about rebuilding the community through business and economic development, safe and affordable housing, and business support for the Twin Cities metropolitan region. The businesses that comprise Sector 612 have current roots within the City and will look to continue to build on them and engage the community. The City will also look to engage directly with other local organizations whom could have an interest within components of the project including the Liberian Business Association, CAPI and CEAP.

GardnerLee, master developer for the site, is an organization who works directly with emerging business owners and the workforce to ensure their viability and ability to thrive in the market. GardnerLee seeks to ensure there is increased training, assistance, support and opportunities for underrepresented and marginalized individuals to enhance their quality of life.

(2,000 characters)

Do you have a plan to engage historically underrepresented populations (including but not limited to residents of color, renters, residents working non-traditional work schedules, elderly residents, youth)? Please describe.

There will be a targeted plan to ensure that historically underrepresented populations are engaged in the project. In 2018, the City of Brooklyn Center City Council established Inclusive Community Engagement as a strategic priority in which to focus on. This priority puts an emphasis to ensure that everyone is able to have their voices heard regardless of age, race, country of origin, socioeconomic status, or gender. The City is able to accomplish this by ensuring any engagement efforts go above and beyond what is required by statute. Engagement efforts look to comprise of both online and in-person efforts, in various languages, at various times, and with the help of local organizations whom work on daily basis and are leaders in the traditionally underrepresented populations.

(2,000 characters)

How will the project incorporate and be responsive to community vision?

Since Sector 612 is a community-organization who is located within the surrounding community (North Minneapolis) the proposed project is a grassroots idea that is responding to the needs which both North Minneapolis and Brooklyn Center currently are facing. The project would add safe, secure, and stable housing to a varying-income base and provide commercial spaces for local businesses to thrive. The project looks to be reflective of the community needs and desires to ensure that both existing residents and the residents of the future have a place which is truly organic in nature and is reflective of the diversity of the area.

(2,000 characters)

Has the project changed in response to community engagement? No

Will there be additional community engagement? Yes

Describe additional engagement plans. Be specific and include dates, engagement formats, stakeholder groups, etc.

The City is currently wrapping up a 4-workshop community engagement series, facilitated by LISC for the Opportunity Site, which is just on the other side of Highway 100. The engagement has been extremely robust and representative of the community, and has included several hundred participants. This work will continue as the master planning efforts on the Opportunity Site move forward. Because the two sites are so close together, the engagement will naturally blend as work moves forward on the 57th and Logan site. The recommendations coming out of the LISC workshop series will inform the initial steps on this site. The City already has a consultant team working on engagement, and this site will be added to that scope of work if the grant is approved.

(2,000 characters)

B. Public opposition

Where have there been moments of opposition in the engagement process? If you have not started an engagement process, where do you anticipate moments of opposition?

Anticipated moments of opposition are expected in the early design phases related to the amount of traffic volume for the site, the total amount of parking for the site, and the affordability component for the residential units.

(2,000 characters)

If you have experienced moments of opposition, how have you managed those moments? If you have not begun the engagement process, how do you anticipate managing moments of conflict?

In order to manage the above mentioned moments of conflict or opposition, the City and developer will work to ensure these areas are looked at thoroughly. This may include completing a travel demand study and/or parking demand study. The City will work directly with the developer to ensure that major concerns of the project are handled and any changes required to the site plan are incorporated.

(2,000 Characters)

F: Readiness

F.1: Consistency with Comprehensive Plan

What is the current land use guidance, as identified in the City's future/guiding land use map, of the project site?	Neighborhood Mixed-Use
Is the proposed development project consistent with the current land use guidance?	Yes

F.2: Consistency with Zoning

What is the current zoning designation of the project site?	C2: Commerce
Is the development project and its uses permitted, or conditionally permitted, by the current zoning designation?	No
If "no", what is the proposed zoning designation and when is that zoning anticipated to take effect?	Mixed-Use - Feb 2020

F.3: Project Milestones

Activity	Date Completed	Expected Completion Date	N/A
Pre-Development Activities			
Visioning Process completed	04/30/2019		
Concept Planning completed	04/30/2019		
Specific Development Project has been identified	04/30/2019		
Current conditions in the development area have been assessed	04/30/2019		
Project feasibility studies completed		10/01/2019	
Alternatives Analysis completed		10/01/2019	
Financing options identified		10/01/2019	
Detailed design plans completed		11/01/2019	
Development Activities			
Site control achieved	04/30/2018		Yes

Phase I Environmental Assessment completed	08/30/2019	
Phase II Environmental Assessment completed	08/30/2019	
Response Action Plan approved by MPCA	10/31/2019	
Site Plan completed	12/31/2019	
Project Design work completed	02/28/2020	
Stormwater Management Plan completed	02/28/2020	
Necessary approvals secured	02/28/2020	
Demolition completed		Yes
Environmental cleanup/remediation completed	09/01/2020	
Site prep/grading completed	09/01/2020	
Construction started	09/01/2020	
Fair Housing Marketing Plan implemented (for projects with housing)	06/01/2020	

F.4: Project Support

How have elected officials or city council supported the Project?

The City Council has a strategic priority of Resident Economic Stability. As part of that priority, they have demonstrated strong support for projects that incorporate affordable and mixed income housing. In particular, the City Council has expressed strong support for seeking opportunities to support and lift up minority-owned and locally-owned businesses, create opportunities for affordable commercial space, and to create a thriving entrepreneurial environment. This project supports all of these goals.

(2,000 characters)

Describe city review or regulatory processes used or developed for this Project, such as zoning codes, form-based codes, design or development standards.

Since the project property is owned by the EDA - the City has control over ensuring the development exceeds standards currently within the City Code. This can be for ensuring a set number of jobs, affordability bands, construction materials, etc. Since the proposed project will be seeking Tax Increment Financing, the project will have to follow the Public Subsidy Policy established by the City.

The City is currently in the process of overhauling the Zoning Code. If this project moves forward faster than the creation of the new zoning districts, the City has the ability to use Planned Unit Development (PUD) standards for the application process.

(2,000 characters)

Will it be necessary to modify or create local regulations to allow Project innovation?

No

G: Parcel Information

G.1 Parcels

PIN	Address	County
0211821130033		Hennepin

G.2: Future Owners

Buyer(s)/ Future Owner	Mailing address	City, state, zip
Gardner Lee		San Jose CA 95112

G.3: Current Owners

Seller(s)/ Current Owner	Mailing address	City, state, zip
Economic Development Authority of Brooklyn Center	6301 Shingle Creek Parkway	Brooklyn Center MN 55430

G.4: Property Sale Status By Parcel

PIN	Status of site control	Buyer (Future Owner)	Purchase price	Expected Purchase Date	Seller (Current Owner)	Year purchased by Seller
0211821130033	Access rights; no PA	Gardner Lee	\$0.00	11/01/2019	Economic Development Authority of Brooklyn Center	2004

G.5: Future Ownership

Will the developer own the property?

Yes

G.6: Comments Regarding Ownership

Will the future owners, the current owner, and/or the developer be related in any way? No

Additional, optional comments regarding ownership or an explanation of transactions depicted above

Gardner-Lee is the master developer for the project and will own the Monarch Park building. Sector 612 partners will become the owner of their building and land upon construction completion.

After entering this information, click on SAVE in the Command Bar at the top of the screen.

G.7: Current Net Tax Capacity

PIN	Current taxable market value	Property class	Current net tax capacity
0211821130033	\$0.00	Tax exempt	\$0.00

G.8: Projected Net Tax Capacity

Description of Use	Future property class	Expected Fair Market Value of the future parcel	Projected net tax capacity, this item
Breakdown of tax classes yet to be determined.	5(2) All other property not included in any other class	\$28,845,744.50	\$576,914.89

G.9: Payment In Lieu of Taxes (PILOT)

Does PILOT apply to this application? No

If the property will be tax exempt, what annual payments in lieu of taxes will be made after the redevelopment is complete? \$0.00

For how many years?

What is the source of PILOT funds?

G.10: Increase in Net Tax Capacity

Total current net tax capacity	\$0.00
Total projected net tax capacity	\$576,914.89

Estimated total increase in net tax capacity

\$576,914.89

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If the calculated increase in net tax capacity differs significantly from your estimates, explain here as needed.

(2,000 characters)

H: Land Use

H.1: Reaching Potential

How will the project use land more efficiently and maximize the potential of the project site?

The site is currently vacant. The former use of the site was single story retail buildings. The Economic Development Authority purchased the property when the shopping center was underperforming and when it was determined that there was contamination on the site. The City demolished the former buildings on the site and worked with MPCA to complete environmental studies to bring the property back to redevelopment possibility. The property sat vacant from 2006-2018, when it the property was divided and a self-storage facility was constructed.

The project would more efficiently utilize the land and maximize the potential by bringing a mixed-use project which includes: businesses which would directly serve the adjoining neighborhoods, affordable housing, and office space. The proposed project would maximize the extent of the site and create a more sustainable use.

(2,000 characters)

H.2: Land Use Intensity

What is the gross square footage of the project site? 205553

What is the NET BUILDABLE area in square feet within the project site? 140000

Excluded area 65553

If any area has been excluded, describe why.

A significant portion of the north end of the project site is covered by an easement for overhead power lines. While structures are not allowed to be located within this area, pavement is allowed so the area will be utilized for drive aisles and parking areas, as well as green space.

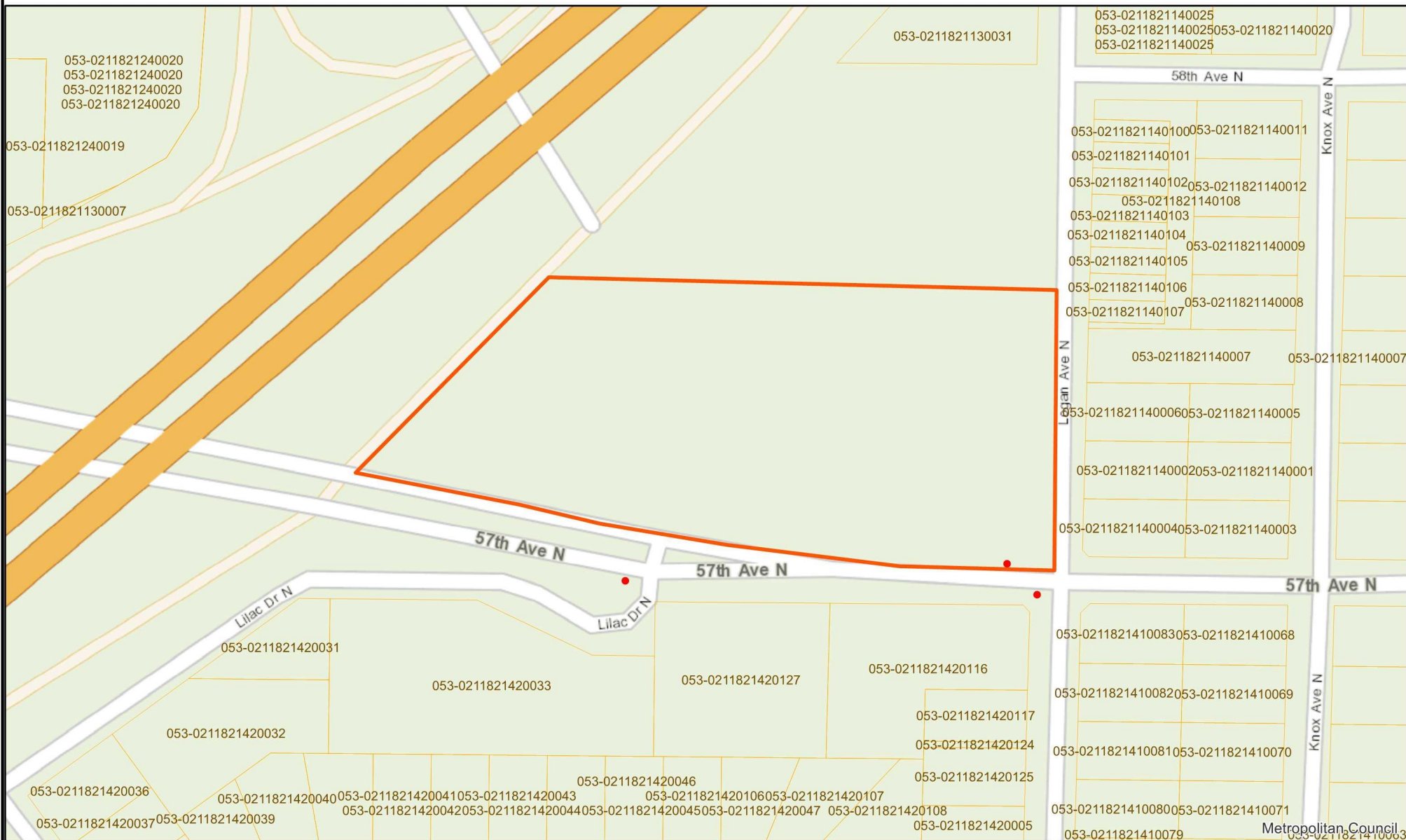
(2,000 characters)

Section I1: Required Attachments

Attachment	Description	File Name	File Size	Type
Parcel Map (from Make-a-Map - compressed PDF)	Parcel Map - Monarch Park - Brooklyn Center	Parcel Map - Monarch Park-Brooklyn Center.pdf	14.5 MB	pdf
Aerial View (from Make-a-Map - compressed PDF)	Aerial Map - Monarch Park - Brooklyn Center	Aerial Map - Monarch Park-Brooklyn Center.pdf	14.5 MB	pdf
Overview Map (from Make-a-Map - compressed PDF)	Overview Map - Monarch Park - Brooklyn Center	Overview Map - Monarch Park-Brooklyn Center.pdf	14.5 MB	pdf
Resolution of Local Support	DRAFT Resolution - Monarch Park - Brooklyn Center	Resolution -Monarch Park - Brooklyn Center.docx	14.5 MB	docx

Section I2: Other Attachments

Attachment	Description	File Name	File Size	Type
Site Plan (compressed pdf)	Concept Plan - Monarch Park - Brooklyn Center	Concept Plan - Monarch Park - Brooklyn Center.pdf	14.5 MB	pdf
Elevation (compressed pdf)			14.5 MB	
Small area plan adopted by the city. Relevant sections to the project site only. (compressed PDF)			14.5 MB	
A "Before Photo" of the site showing the existing conditions; prior to development activities.				
An "After Photo", from the same vantage point will be requested after the project is completed if a grant award is made.	57th and Logan Site Photo	57th.jpg	14.5 MB	jpg



- Walk Route
- TOD Area
- Project
- Active Transit Stops

Parcels

0 0.02 0.04 0.08 0.12 0.16 Miles

Created: 4/29/2019
LandscapeLCA1



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>





-  TOD Area
-  Project
-  Active Transit Stops
-  Transit Routes (All)
-  Parcels

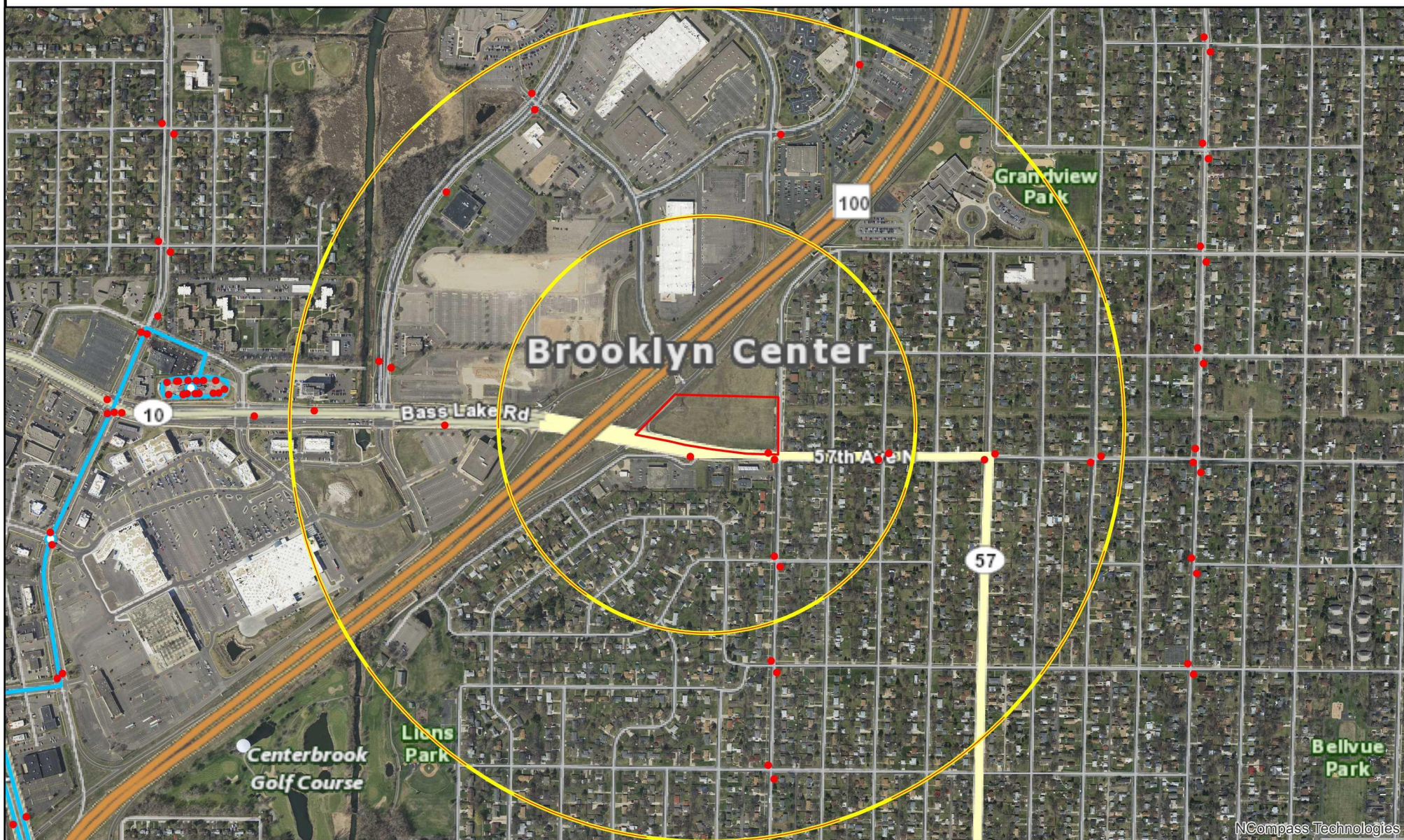
0 0.015 0.03 0.06 0.09 0.12 Miles

Created: 4/29/2019
LandscapeLCA4



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>





- Walk Route
- Active Transit Stops
- Arterial BRT
- TOD Area
- Buffer
- Project
- C Line

Planned Stations

Transitway



Created: 4/29/2019
LandscapeLCA3



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>

NCompass Technologies



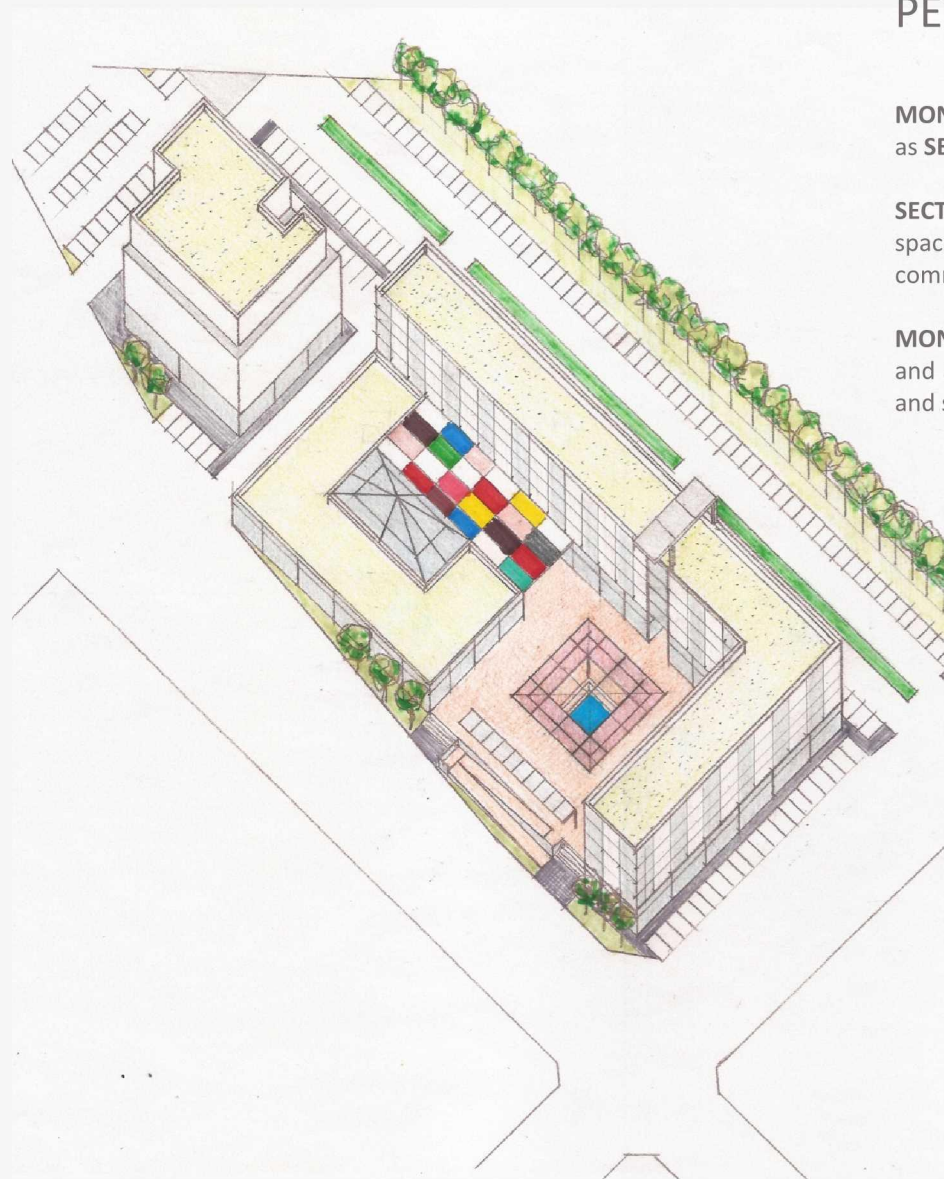
MONARCH PARK

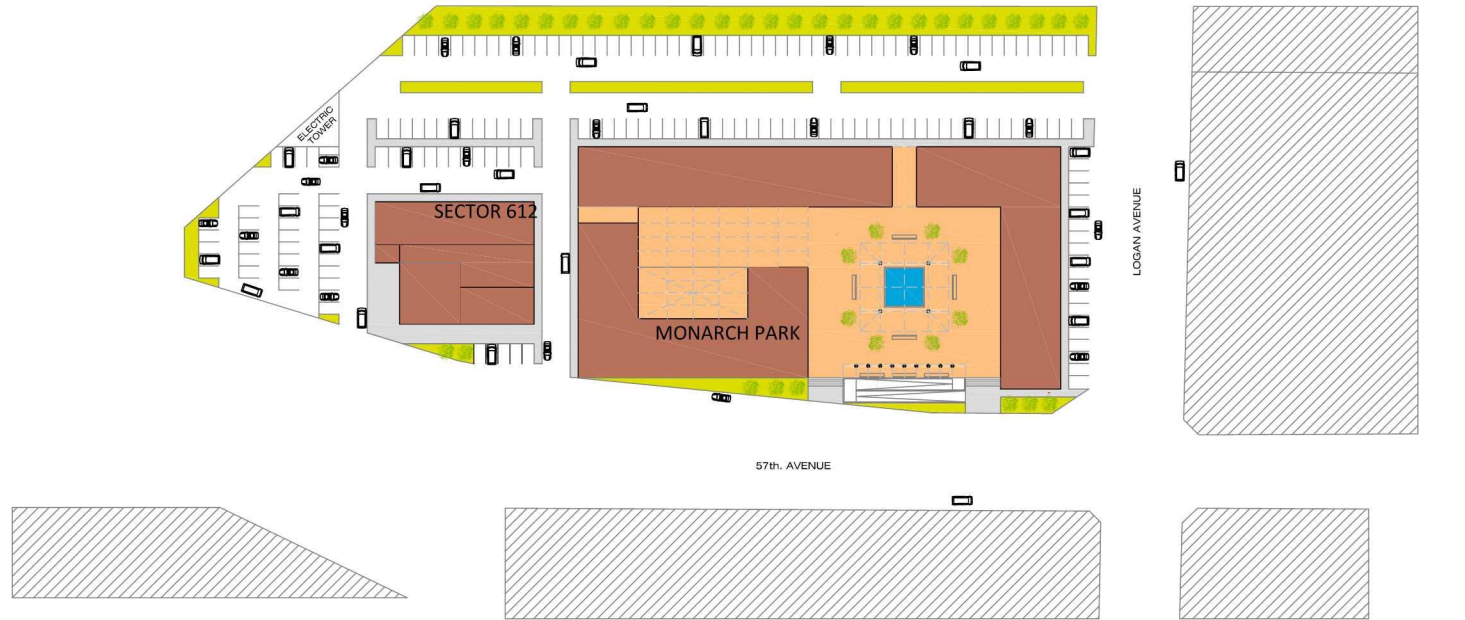
PERSPECTIVE VIEW.

MONARCH PARK is a 4.7acre lot consisting of 2 infrastructures known as **SECTOR 612** and **MONARCH PARK** (Retail and Apartments).

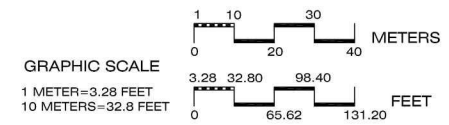
SECTOR 612 will consist of approx. 34 apartments, 2 restaurant/retail spaces on the main level, a co-working space on levels 5&6 as well as a community open space on level 7.

MONARCH PARK will consist of all retail/commercial space on level 1 and approx. 100 apartments on levels 2-5. The plaza will be open to all and serve as a space where all community members can enjoy.





GROUND FLOOR PLAN



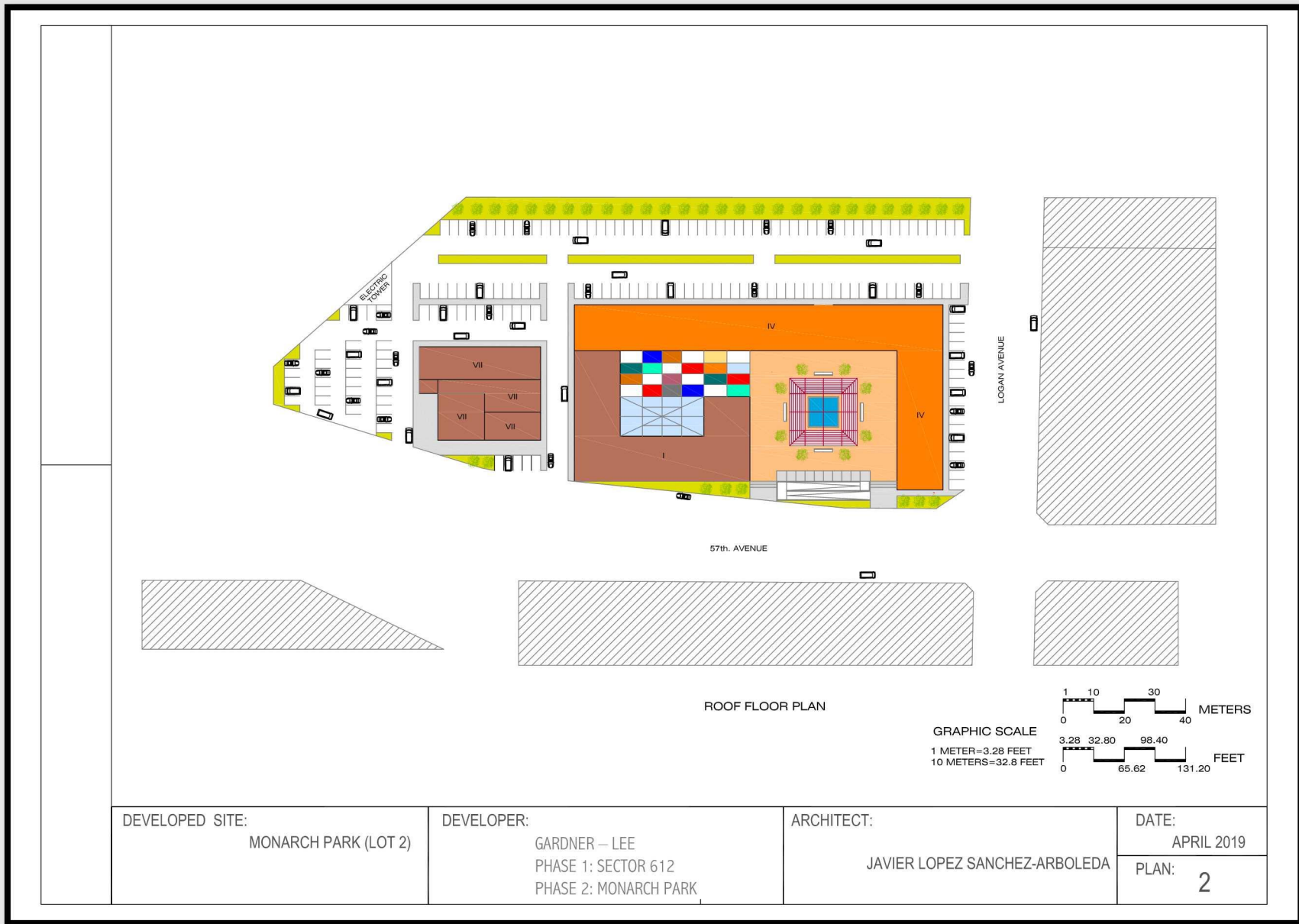
DEVELOPED SITE:
MONARCH PARK (LOT 2)

DEVELOPER:
GARDNER – LEE
PHASE 1: SECTOR 612
PHASE 2: MONARCH PARK

ARCHITECT:
JAVIER LOPEZ SANCHEZ-ARBOLEDA

DATE:
APRIL 2019
PLAN:
1





MASTER DEVELOPER: GARDNER-LEE
MASTER ARCHITECT: JAVIER LOPEZ SANCHEZ-ARBOLEDA

SECTOR 612 COMPLEX DEVELOPER: GARDNER-LEE x SECTOR 612
SECTOR 612 COMPLEX LEAD DESIGNER: FOUR DESIGN



SECTOR 612 COMPLEX

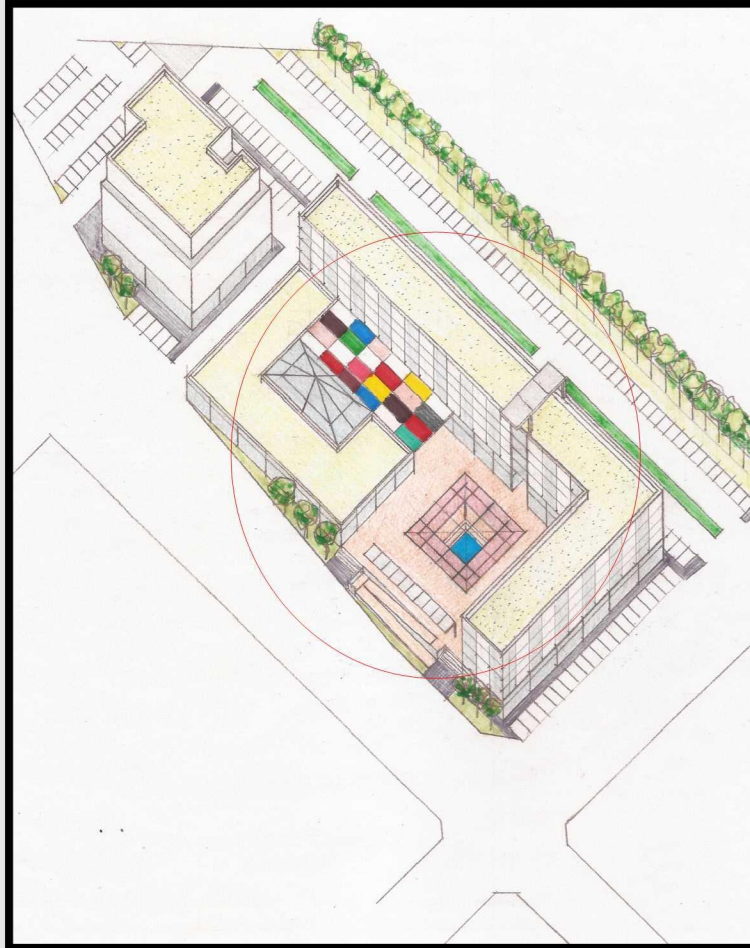


SECTOR 612									
SOURCES					PROJECT SUMMARY				
DEBT					Land Area				
	TIF Loan/ New Market Tax Credit	8%	\$	1,338,084	Number of Units				
	Construction Loan	4%	\$	669,042	Commercial-Office				
					Commercial-Retail				
					Parking Stalls				
					Parking Per Unit				
EQUITY					INCOME SUMMARY				
	Equity Investor (LIHTC)	52%	\$	8,697,548	Residential NOI				
	Deferred Developer Fee	5%	\$	836,303	Commercial NOI				
GRANTS					PROJECT RETURNS				
	Brooklyn Center AHTF	7%	\$	1,170,824	Return on Cost Stabilization				
	Grants Needed	3%	\$	501,782	AVG Annual Cash on Cash Return - YR 7				
	Henepin County Affordable Housing	4%	\$	669,042	AVG Annual Cash on Cash Return - YR 8-10				
	Met Council (Livable Communities, LHIA)	7%	\$	1,170,824	5 Year IRR				
OTHERS					10 Year IRR				
	MHFA	10%	\$	1,672,605					
TOTAL SOURCES									
		100.00%	\$	16,726,055					
USES					Per Unit or %				
	Acquisition	-		0					
CONSTRUCTION									
	Construction - Residential (Includes Parking)	216,844	\$	8,055,000					
	Construction - Commercial		\$	4,274,850					
	Environmental + Demolition		\$	-					
	SAC/WAC	3,334.00	\$	72,065					
	Building Permit and Builder's Risk	4,225.00	\$	186,029					
	Construction Contingency	14,294.00	\$	620,096					
SOFT COSTS									
	Architectural and Engineering Fees	8.60%	\$	1,213,059					
	Marketing	1.00%	\$	66,400					
	Operating Reserve + Interest Reserve	1.50%	\$	100,372					
	Project/Admin/Appraisal/Legal	1.20%	\$	80,000					
	Development Fee	15.60%	\$	1,981,206					
	Financing, Title, Soft Cost Contingency	2.10%	\$	76,978					
TOTAL USES									
		369,186	\$	16,726,055					

SECTOR 612 PRORFORMA SUMMARY



MONARCH PARK



Monarch Park (Residential & Retail)									
SOURCES					PROJECT SUMMARY				
DEBT					Land Area				
	TIF Loan / New Market Tax credit	7%	\$	1,901,059	Number of Units				
	Construction Loan	4%	\$	1,086,320	Commercial-Office				
						40%		14,400	
EQUITY					Commercial-Retail				
	Equity Investor	52%	\$	14,122,154		60%		25,800	
	Deferred Developer Fee	2%	\$	543,160	Parking Stalls				
								150	
GRANTS					Parking Per Unit				
	Brooklyn Center AHTF	7%	\$	1,901,059				1.5	
	Grants Needed	3%	\$	814,740	INCOME SUMMARY				
	Henepin County Affordable Housing	3%	\$	814,740	Residential NOI				
	Met Council (Livable Communities/LHIA)	7%	\$	1,901,059				\$	491,387
OTHER					Commercial NOI				
	MHFA	15%	\$	4,073,698				\$	164,023
TOTAL SOURCES					PROJECT RETURNS				
		100%	\$	27,157,989	Return on Cost Stabilization				
									2.4%
					AVG Annual Cash on Cash Return - YR 7				
									21.9%
					AVG Annual Cash on Cash Return - YR 8-10				
									21.9%
USES					5 Year IRR				
	Acquisition	-		0					53.2%
CONSTRUCTION					10 Year IRR				
	Construction - Residential (Includes Parking)	216,844.00	\$	15,750,000					59.8%
	Construction - Commercial		\$	4,524,850					
	Environmental + Demolition		\$	-					
	SAC/WAC	3,334.00	\$	248,500					
	Building Permit and Builder's Risk	4,225.00	\$	307,850					
	Construction Contingency	14,294.00	\$	1,026,168					
SOFT COSTS									
	Architectural and Engineering Fees	7.00%	\$	1,698,266					
	Marketing	1.00%	\$	66,400					
	Operating Reserve + Interest Reserve	1.50%	\$	100,372					
	Project/Admin/Appraisal/Legal	1.20%	\$	80,000					
	Development Fee	15.60%	\$	3,278,605					
	Financing, Title, Soft Cost Contingency	2.10%	\$	76,978					
TOTAL USES									
		369,186.00	\$	27,157,989					

MONARCH PARK (RETAIL AND APARTMENTS) PROFORMA SUMMARY





AGENDA



1. Call to Order

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet, including EDA (Economic Development Authority), is available to the public. The packet ring binder is located at the entrance of the council chambers.

2. Roll Call

3. Approval of Consent Agenda

The following items are considered to be routine by the Economic Development Authority (EDA) and will be acted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from the consent agenda and considered at the end of Commission Consideration Items.

- a. Approval of Minutes
 - *Motion to approve minutes from the April 8, 2019, EDA meeting*

4. Commission Consideration Items

- a. Resolution Approving the Acquisition of Certain Property Located at: 6234 Brooklyn Boulevard, Brooklyn Center, MN
 - *Motion to approve the resolution approving the acquisition of certain property located at 6234 Brooklyn Boulevard, Brooklyn Center, MN.*
- b. Resolution Approving the Acquisition of Certain Property Located at: 7014 Brooklyn Boulevard, Brooklyn Center, MN
 - *Motion to approve the resolution approving the acquisition of certain property located at 7014 Brooklyn Boulevard, Brooklyn Center, MN.*

5. Adjournment

EDA ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

Strategic Priorities and Values:

Operational Excellence

EDA ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Approving the Acquisition of Certain Property Located at: 6234 Brooklyn Boulevard, Brooklyn Center, MN

Background:

The property, located at 6234 Brooklyn Boulevard, is a single-family residential property with a total acreage of 0.36. The property has a width of 93 feet and depth of 170 feet with direct access and frontage onto Brooklyn Boulevard. The primary structure was built in 1946 and the property has a 2019 assessed market value of \$198,000.

The property is currently owned by Karen Brissett, who purchased the home in 2016. The seller approached the City regarding the potential sale of her home since she feels she is unable to maintain the property at an adequate level. The seller has expressed a desire to move into a townhome or apartment community where she would not be responsible for exterior maintenance. Staff met with Ms. Brissett to discuss a potential purchase and purchase agreement terms were discussed and agreed upon.

The total costs to the EDA associated with the acquisition of the property is \$184,000. This amount includes the purchase price for the property of \$180,000 and moving expenses to the homeowner of \$4,000. The purchase agreement for the property also allows for the property owner to remove appliances or other items as long as it does not affect the safety or security of the structure.

The seller also expressed a desire to stay in the home for a short period past closing to allow for flexibility with moving her belongings. Exhibit B of the purchase agreement outlines the parameters of allowing the seller to continue occupation of the property. The City will hold \$1,000 from the purchase in the form of an escrow until final move out is completed at which time the escrow will be released to the seller. This can occur at any point after closing, but no later than June 30th, 2019.

Upon approval of the purchase agreement by the EDA, a closing of the property will occur between the seller and Kennedy and Graven, attorney for the EDA, the week of May 20th. After closing on the property and the seller vacating, the City would demolish the existing home. The anticipated cost for demolition of the structure is approximately \$20,000.

The EDA has had a policy of acquiring single family properties along Brooklyn Boulevard for many years. In particular, with the reconstruction of the roadway, and the upcoming land use study and overlay district creation, it is anticipated that land use patterns will intensify along the corridor over time. Acquiring and consolidating properties for redevelopment as they become available has been part of the strategy the EDA has taken to support targeted redevelopment efforts in the area.

The subject property is not currently located adjacent to any additional properties which are owned by the EDA. However, to the north of the subject property is the West Fire Station and to the south of the subject

property are two additional single family homes. Staff have not approached the two additional single family homes regarding a potential sale but the combination of the three properties would create an attractive redevelopment opportunity. Other surrounding land uses include a commercial shopping area to the west and additional single-family residential properties to the east.

Budget Issues:

TIF #3 Funds will be used for the acquisition of this property.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/1/2019	Resolution Letter
Purchase Agreement	5/2/2019	Exhibit
Location Map	5/1/2019	Exhibit
Aerial Map	5/1/2019	Exhibit

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2019- ____

RESOLUTION APPROVING THE ACQUISITION OF CERTAIN PROPERTY
LOCATED AT: 6234 BROOKLYN BOULEVARD, BROOKLYN CENTER, MN 55429

BE IT RESOLVED by the Board of Commissioners (“Board”) of the Economic Development Authority of Brooklyn Center, Minnesota (“Authority”) as follows:

Section 1. Recitals.

1.01. The Authority is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “EDA Act”), to acquire and convey real property and to undertake certain activities to facilitate the development of real property by private enterprise.

1.02. To facilitate development of certain property in the City of Brooklyn Center, Minnesota (the “City”), the Authority desires to acquire a parcel (PID 34-119-21-43-0001) located at 6234 Brooklyn Boulevard, situated in the State of Minnesota, County of Hennepin, and which is legally described as follows:

That part of Lot 18, Auditor’s Subdivision No. 25, Hennepin County, Minnesota described as follows: Beginning at the Northeast corner of said Lot 18, thence running South along the East line of said Lot 18, 120 feet; thence running West parallel with the North line of said Lot 18, 495.22 feet to the actual point of beginning of the tract to be described; thence running North parallel with the East line of said Lot 18, 86 feet; thence running West parallel with the North line of said Lot 18, 206.4 feet more or less to a point in the Easterly right of way line of State Trunk Highway No. 152; thence running Southeasterly along said Easterly right of way line 93.91 feet more or less to a point in a line drawn parallel with the North line of said Lot 18 from the actual point of beginning; thence running East along said parallel line 174.11 feet more or less to the actual point of beginning; except that part described as follows: All that part of the above described tract which lies Southwesterly of a line run parallel with and distant 42 feet Northeasterly of the following described line: From a point on the north line of Section 3, Township 118, Range 21 West, distant 1741.08 feet West of the Northeast corner thereof, run Southeasterly at an angle of 68° 01’ 52.3” with said north section line for 104.54 feet, thence deflect to the right at an angle of 17° 20’ 35.2” for 536.92 feet to the point of beginning of the line to be described; thence run Northwesterly along the last described course for 100 feet; thence deflect to the left on a 2° 00’ curve (delta angle 17° 20’ 35.2”) for 867.16 feet; thence deflect to the left on a 0° 15’ curve (delta angle 1° 29’ 54.8”) for 599.42 feet; thence on tangent to said curve for 200 feet and there terminating.

(the “Property”).

1.03. The Authority finds and determines that the acquisition of the Property is in the public interest and will further the objectives of its general plan of economic development.

Section 2. Authority Approval; Further Proceedings.

2.01. The Board hereby approves the Agreement in substantially the form presented to the Board, including the acquisition of the Property by the Authority, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Agreement by those officials shall be conclusive evidence of their approval.

2.02. Authority staff and officials are authorized to take all actions necessary to perform the Authority's obligations under the Agreement as a whole, including without limitation execution of any documents to which the Authority is a party referenced in or attached to the Agreement, and other documents necessary to convey the Property to the Authority, all as described in the Agreement.

May 13, 2019

Date

President

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement ("Purchase Agreement") is entered into this ____ day of _____, 2019, by and between **Karen E. Brissett, single** ("Seller") and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Buyer").

2. **SALE OF PROPERTY.** Seller is the owner of that certain real estate ("Property") located at 6234 Brooklyn Boulevard,, Brooklyn Center, MN 55429, Hennepin County, Minnesota and legally described as follows:

Attached hereto as Exhibit C

3. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plant, shrubs, trees, and grass.

4. **NO PERSONAL PROPERTY INCLUDED IN SALE:** There are no items of personal property or fixtures owned by Seller and currently located on the Property included in the Purchase Price for purposes of this sale. Seller may remove appliances from the Property.

5. **PURCHASE PRICE AND TERMS:**

A. **PURCHASE PRICE:** The total Purchase Price ("Purchase Price") for the Property is One Hundred Eighty Thousand and No/100ths Dollars (\$180,000.00).

B. **MOVING EXPENSES:** The sum of Four Thousand Dollars (\$4,000.00) to reimburse Seller for Seller's moving expenses ("Moving Expenses") shall be paid by Buyer to Seller at Closing.

C. **TERMS:**

(1) **BALANCE DUE SELLER:** Buyer agrees to pay the Purchase Price to Seller by check or wire transfer on the Closing Date ("Closing").

(2) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:

a. Building and zoning laws, ordinances, and state and federal regulations.

- b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property.
- d. Title defects waived by Buyer pursuant to paragraph 6 below.

6. CONTINGENCIES.

A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:

- (1) Title to the Property shall be acceptable to Buyer, in its sole discretion.
- (2) The Property's environmental condition must be acceptable to Buyer, in its sole discretion.
- (3) Buyer shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, storm water/drainage requirement analyses, pre-demolition assessments, and surveys, if any, as Buyer deems necessary at Buyer's expense. The results of the same shall be satisfactory to Buyer in its sole discretion.

B. Buyer shall satisfy or waive the above contingencies on or before the expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, Buyer shall, by giving written notice to Seller, either:

- (1) Terminate this Agreement if any one or more of the contingencies above have not been satisfied to the satisfaction of Buyer; or
- (2) Waive the contingencies listed above and proceed to closing.

If Buyer elects to terminate this Agreement under paragraph (B)(1) above, then upon, Seller's receipt of Buyer's written notice of termination, this Purchase Agreement shall be null and void and neither party shall have any further obligation to the other.

If Buyer elects to waive the contingencies and proceed under paragraph (B)(2) above, the parties shall proceed to closing as provided in this Purchase Agreement.

7. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.

- A. Warranty Deed free and clear of encumbrances subject only to the exceptions stated in paragraphs 5 (C) (3)(a), (b), (c), and (d) of this Purchase Agreement.
- B. Standard form Affidavit of Seller.
- C. Well disclosure certificate, if required.
- D. Waiver of Relocation Benefits in the form attached hereto as Exhibit A.
- E. Escrow and Occupancy Agreement in the form attached hereto as Exhibit B.
- F. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.

8. CLOSING DATE/DUE DILIGENCE PERIOD. For a maximum of 180 days after the mutual execution of the Purchase Agreement (the "Due Diligence Period"), Buyer shall have the right, but not the obligation, to conduct an investigation of the Property as described in paragraph 6 (A) of this Purchase Agreement. The closing of the sale of the Property shall take place within 30 days following the end of the Due Diligence Period. The closing shall take place at the offices of Economic Development Authority of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430 (or at such other location as the parties shall agree).

9. DELIVERY OF DOCUMENTS. Within seven business days of signing the Purchase Agreement, Seller shall have provided Buyer with copies of all relevant material in Seller's possession relating to the Property, including but not limited to, title reports, soil reports, environmental studies, surveys, environmental reports, agreements with governmental authorities, or other records of the Property that Seller has in Seller's possession (collectively, the "*Documents*").

10. INSPECTION OF PROPERTY. During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for Buyer's inspection of the Property. This includes the right of Buyer and its agents to take soil borings of the Property. Buyer shall pay all costs and expenses of such inspections and any testing carried out in connection therewith, and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall not damage, encumber, or permit a lien or claim to result from its activities, or alter the Property in any way. Buyer shall not have the right to do any intrusive testing without the prior written authorization of Seller. Buyer shall repair and restore any damage to the Property caused by or occurring during Buyer's inspection and testing and return the Property to substantially the same condition as existed prior to such entry. Buyer's obligations under this paragraph shall survive termination of this Agreement.

11. ENVIRONMENTAL INSPECTION. Seller, prior to vacation of the Property, shall remove all substances that, under state or federal law, must be disposed of at an approved disposal facility. This requirement does not apply to hazardous substances integrated into the building improvements (e.g., asbestos) or soil but applies only to movable equipment, supplies and materials that are located or stored on the Property. Buyer and Seller will conduct a joint

inspection of the Property at a time to be mutually agreed upon prior to closing for the purpose of identifying materials that must be removed by Seller.

12. LEAD. If the dwelling structure on the Property was constructed prior to 1978, a lead paint disclosure accompanies this Agreement.

13. REAL ESTATE TAXES.

- A. Seller will pay at or prior to closing all real estate taxes due and payable in 2018 and prior years on the Property, including any delinquent real estate taxes.
- B. Real estate taxes due and payable in 2019 shall be prorated as of the date of closing between Buyer and Seller. If the amount of real estate taxes due and payable in 2019 is not available on the date of closing, the pro-rated taxes will be based on the amount of real estate taxes due and payable in 2018.

14. SPECIAL ASSESSMENTS.

- A. Seller shall pay on or prior to closing the balance of all special assessments levied for payment in 2018 and prior years. Buyer shall pay all special assessments pending or levied for payment with real estate taxes payable in 2019.
- B. Seller shall pay any deferred real estate taxes or special assessments, payment of which is required as a result of the Closing of this sale.
- C. As of the date of this Purchase Agreement, Seller has not received a notice of hearing for a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Property.
- D. Notwithstanding any other provision of this Agreement, Seller shall at all times be responsible to pay special assessments, if any, for delinquent sewer or water bills, removal of diseased trees prior to the date of this Purchase Agreement, snow removal, or other current services provided to the Property by the assessing authority while Seller is in possession of the Property.

15. MARKETABILITY OF TITLE. Buyer shall, within a reasonable time after execution of this Purchase Agreement by both parties, obtain a commitment for title insurance or other evidence satisfactory to Buyer ("Title Evidence") for the Property. Buyer shall have ten (10) business days after receipt of a fully executed purchase agreement and the Title Evidence to examine the same and to deliver written objections to title, if any, to Seller. Seller shall have until the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by Seller by the expiration of the Due Diligence Period, then, at the option of Buyer, Buyer may terminate this Purchase Agreement in accordance with paragraph 6 (B)(1) of this Purchase Agreement.

16. CLOSING COSTS AND RELATED ITEMS. Seller will pay: (a) any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title in Seller; (b) any deed transfer taxes and conservation fees required to enable Buyer to record its deed from Seller under this Purchase Agreement; (c) the cost of the title commitment, title search, name searches, and exam fees; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Buyer shall be responsible for the payment of the following costs: (a) recording fees for deed from Seller under this Purchase Agreement; (b) the title insurance premium, and any endorsements, if any; and (c) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Each party shall be responsible for its own attorneys' fees and costs.

17. POSSESSION/ESCROW AND OCCUPANCY AGREEMENT. Buyer agrees to allow Seller to remain on the Property after the Closing Date for up to 45 days immediately following the closing date pursuant to the Escrow and Occupancy Agreement set forth in Exhibit B of this Purchase Agreement. Seller agrees that, at closing, Buyer may retain One Thousand Dollars (\$1,000.00) from the purchase price for the Property as an Escrow for payment of Buyer's necessary actual out-of-pocket expenses relating to personal property removal, disposal charges and utility charges. The retained amount, less deductions provided for in this paragraph, will be delivered to Seller no later than 60 days following the date of delivery of possession. Said funds shall be held by Kennedy & Graven, Chartered, as Escrow Agent, pursuant to the terms of the Escrow and Occupancy Agreement. **Buyer's ability to deduct amounts due under this paragraph from the retained escrow is not exclusive but is in addition to Buyer's rights at law and equity to collect such amounts from Seller. Seller is responsible for the amounts due under this paragraph even if: (i) Buyer neglects to deduct the amount from escrow; and/or (ii) the escrowed amount is insufficient to pay all amounts due under this paragraph.**

18. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. Seller discloses that there is **not** an individual sewage treatment system on or serving the Property. If there is an individual sewage treatment system on or serving the Property, Seller discloses that the system is **not** in use. In the event there is a sewage treatment system, a map of said location of the system is attached.

19. WELL DISCLOSURE. Seller discloses that the status and number of wells on the Property has not changed since the last previously filed Well Disclosure Certificate No. 1017287.

20. SELLER'S WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or materials furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. Seller represents that Seller has good and marketable simple title interest to the Property and no consents or approvals from any third parties are required. Seller represents that there are no third

parties in possession of the Property, or any part thereof; and that there are no leases, oral, or written, affecting the Property or any part thereof. Seller agrees that Seller will not enter into a lease for the Property after the date of this Purchase Agreement. Seller agrees to pay all charges for sewer, water, electric, gas, rubbish removal, Internet, cable/satellite television, and any other utility charges incurred prior to closing and during Seller's occupancy of the Property pursuant to the Escrow and Occupancy Agreement. These warranties shall survive the Closing of this transaction.

21. RELOCATION BENEFITS. Seller acknowledges that Seller initiated negotiations with Buyer for the transaction contemplated by this Purchase Agreement, and that this transaction is not made under threat of condemnation by Buyer. Seller agrees to waive any and all relocation benefits, assistance and services to which Seller might otherwise be eligible. Seller agrees to provide to Buyer at closing an executed waiver of relocation benefits in substantially the form of the attached Exhibit A.

22. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

23. ENTIRE AGREEMENT; AMENDMENTS. This Purchase Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment to this Purchase Agreement shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

24. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Buyer shall not assign its rights and interest hereunder without notice to Seller.

25. NOTICE. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

SELLER: Karen E. Brissett
6234 Brooklyn Boulevard
Brooklyn Center, MN 55429

BUYER: Economic Development Authority of Brooklyn Center
Attn: Brett Angell
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered
Attn: Troy Gilchrist
470 U.S. Bank Plaza

200 South Sixth Street
Minneapolis, MN 55402

26. BROKER COMMISSIONS. Buyer and Seller each represent and warrant to the other that there is no broker involved in this transaction with whom either has negotiated or to whom the representing party has agreed to pay a broker commission or finder's fee in connection with negotiations for purchase or sale of the Property. Buyer and Seller agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Purchase Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

27. METHAMPHETAMINE DISCLOSURE. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

28. SPECIFIC PERFORMANCE. This Purchase Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this agreement; the parties reserve all other remedies available at law or in equity.

29. REMOVAL OF FIXTURES AND MATERIALS. The Seller shall have the opportunity to salvage any fixtures or materials from the buildings on the Property provided that the buildings are left secure and provided that removal does not create any hazardous conditions. Any fixtures or materials which remain on the Property after Seller's occupancy has been terminated shall be deemed to have been abandoned and shall become the exclusive property of Buyer. Seller assumes all risk in undertaking any salvage operations. Seller shall not permit the attachment of any lien or encumbrance on the Property as a result of this or other work thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLER

By Karen E. Brissett
Karen E. Brissett

BUYER

Economic Development Authority of
Brooklyn Center, Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

EXHIBIT A
FORM OF
WAIVER OF RELOCATION BENEFITS

The undersigned, acknowledges that I met with a representative of the Economic Development Authority of Brooklyn Center, Minnesota (EDA) on _____, 2019. The representative, _____, explained that in the event that the EDA acquires my property located at 6234 Brooklyn Boulevard, Brooklyn Center, Minnesota, I may be entitled to certain relocation benefits, in addition to the amount of money being paid to me to acquire my property. These benefits may include:

1. Moving Expenses:

- a. A payment for actual reasonable moving expenses; or
- b. A fixed payment determined in accordance with the applicable schedule approved by the Federal Highway Administration.

2. Replacement Housing Payment:

A 180-day homeowner is eligible to receive a replacement housing payment to cover the following costs:

- a. If the homeowner must pay more to buy a comparable replacement home than homeowner receives for the property, then homeowner may be compensated for the difference.
- b. Homeowners may be entitled to compensation for incidental and closing expenses related to the purchase of a decent, safe, and sanitary replacement home, such as recording fees, title insurance, appraisal, and inspection fees.
- c. If a homeowner must pay a higher interest rate on a mortgage to finance the purchase of a replacement home than the rate on the mortgage of the property, then homeowner may be entitled to compensation for increased mortgage interest costs.

3. Other Relocation Assistance:

This includes referrals and other assistance to help the owner(s) relocate to a comparable decent, safe, and sanitary dwelling. These payments and services are required under the regulations of the Department of Housing and Urban Development (HUD). The owner(s) cannot be required to move from his/her home unless he/she is given reasonable opportunities to relocate to a comparable decent, safe and sanitary dwelling unit that he/she can afford.

Finally, it was explained to me that the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, entitles me to these relocation benefits; and if I sign this waiver, I will be waiving those relocation benefits.

After having these benefits explained to me, I agree to waive them. In signing this waiver, I acknowledge that no threats have been made to me, either expressly or by implication that my property will be taken from me through condemnation. If after signing this waiver, I attempt to collect relocation benefits, I will have to prove that, contrary to what I am agreeing to in this waiver, my waiver of relocation benefits was not entered into voluntarily. This wavier is conditioned upon the Economic Development Authority of Brooklyn Center, Minnesota purchasing my property for the gross purchase price of \$180,000.00 and payment of \$4,000.00 in moving expenses. If this commitment to me is not fulfilled, this waiver is null and void.

Date

By

Karen E. Brissett

WITNESS:

EXHIBIT B
FORM OF
ESCROW AND OCCUPANCY AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20__, by Karen E. Brissett, a single person (together, "Occupant" or "Grantee"), and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Grantor") and KENNEDY & GRAVEN, CHARTERED ("Escrow Agent" or "Agent").

BACKGROUND

Grantee has, as of the date of this Agreement sold and conveyed to Grantor the following described tract of land including improvements located thereon ("Property):

That part of Lot 18, Auditor's Subdivision No. 25, Hennepin County, Minnesota described as follows: Beginning at the Northeast corner of said Lot 18, thence running South along the East line of said Lot 18, 120 feet; thence running West parallel with the North line of said Lot 18, 495.22 feet to the actual point of beginning of the tract to be described; thence running North parallel with the East line of said Lot 18, 86 feet; thence running West parallel with the North line of said Lot 18, 206.4 feet more or less to a point in the Easterly right of way line of State Trunk Highway No. 152; thence running Southeasterly along said Easterly right of way line 93.91 feet more or less to a point in a line drawn parallel with the North line of said Lot 18 from the actual point of beginning; thence running East along said parallel line 174.11 feet more or less to the actual point of beginning; except that part described as follows: All that part of the above described tract which lies Southwesterly of a line run parallel with and distant 42 feet Northeasterly of the following described line: From a point on the north line of Section 3 , Township 118, Range 21 West , distant 1741.08 feet West of the Northeast corner thereof, run Southeasterly at an angle of 68° 01' 52.3" with said north section line for 104.54 feet, thence deflect to the right at an angle of 17° 20' 35.2" for 536.92 feet to the point of beginning of the line to be described; thence run Northwesterly along the last described course for 100 feet; thence deflect to the left on a 2° 00' curve (delta angle 17° 20' 35.2") for 867.16 feet; thence deflect to the left on a 0° 15' curve (delta angle 1° 29' 54.8") for 599.42 feet; thence on tangent to said curve for 200 feet and there terminating.

Although the sale and conveyance of the Property transferred to Grantor the exclusive title and right to possession, the parties have agreed that Grantor will, subject to the terms and conditions of this Agreement, grant to Grantee the right of occupancy of the Property.

RECITALS

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter contained, the parties hereto agree as follows:

1. Grant of Occupancy. Grantor hereby grants and Grantee hereby accepts the right to occupy the Property commencing on the date of this Agreement and terminating not later than 4:00 p.m. on June 30, 2019.

2. Grantee Acknowledgment. Grantee acknowledges that this grant of occupancy constitutes the sole and exclusive right of Grantee to occupy the Property from and after the date of this Agreement, and further acknowledges that absent further written agreement of the parties, Grantee shall have no right to further occupy the Property upon and after the termination of this Agreement.

3. Rent. Grantee may occupy the Property through June 30, 2019 without payment of rent to Grantor.

4. No Damage. With the exception of removing fixtures and materials as permitted by Section 29 of the Purchase Agreement between Grantee and Grantor dated _____, 2019 (the "Purchase Agreement"), Grantee agrees not to cause damage to the Property or to any structure or improvement located on the Property and agrees to deliver possession of the Property to the Grantor in substantially the same condition as existed on the date the parties entered into the Agreement.

5. Utility Bills. Grantee agrees to pay for all utility services to the Property through the last day of Grantee's occupancy. Utility services include, but are not limited to, the following: sewer, water, electricity, gas, telephone, garbage collection, Internet, and cable/satellite television.

6. Escrow. (a) Upon closing on the sale of the Property and execution of this Agreement, Grantee agrees to deposit into escrow the sum of \$1,000.00 (the "Escrowed Funds") from Grantee's proceeds from the sale of the Property, to be held by Agent in a non-interest bearing account.

(b) Within 10 days after vacation of the Property by Grantee, Grantor shall provide to Agent (with copy to Grantee) evidence of expenses incurred by Grantor for payment of utility charges for services provided to the Property. Agent shall reimburse Grantor for the utility charges and incurred expenses from the Escrowed Funds within seven days following receipt of such evidence from Grantor.

(c) Agent shall deliver to Grantee the balance of the Escrowed Funds on deposit, less deductions provided for in paragraph 6 (b) above, no later than 60 days following vacation of the Property by Grantee.

7. Escrow Agent Liability. The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting on any notice believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent shall have no duty or liability to verify any such notice, and its sole responsibility shall be to act expressly as set forth in this Escrow and Occupancy Agreement.

8. Insurance. Grantee acknowledges that Grantee is solely responsible for loss or damage to personal property located on the Property; and hereby indemnifies, defends, and holds harmless the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, its officials, agents, and employees from any claims for loss or damage to such personal property. Grantee certifies and understands that obtaining insurance coverage for such personal property shall be Grantee's sole responsibility. Grantee acknowledges and understands that any liability insurance obtained by Grantor with respect to the Property will in no way insure or protect Grantee from liability claims which may be made against Grantee.

9. Liens and Encumbrances. Grantee agrees that during the term of this Agreement Grantee shall not permit or suffer any liens or encumbrances to be placed against the Property, nor shall Grantee during such term engage in any activity which could cause or result in the placement of any liens or encumbrances against Property. Grantee also agrees to indemnify and hold Grantor harmless from any lien or encumbrance placed upon the Property as a result of Grantee's violation of the provisions of this paragraph.

10. Modification or Alteration. Grantee agrees that, absent the specific written consent of Grantor, Grantee will not make any modifications, alterations, improvements to the Property during the term of this Agreement, except the removal of fixtures and materials that is permitted by Section 29 of the Purchase Agreement.

11. Repair and Maintenance. Grantee agrees that during the term of this Agreement Grantee will, at Grantee's sole cost and expense, keep the building, improvements, and grounds, electrical, plumbing, heating, and air conditioning systems, and all appliances, which have been sold to Grantor, in a reasonable state of repair and appearance. Grantee shall not, however, be required to repair conditions of any of the above-described items which existed at the time the Property was purchased by Grantor.

12. Removal of Property upon Termination. This Agreement includes the right of Grantee to continue to keep on the Property all items of personal property which have not been sold to Grantor. Grantee agrees that not later than the last day of this Agreement, it will have removed all such items of personal property. Items not removed by such date shall be forfeited to Grantor.

13. Final Utility Service. Grantee agrees to notify proper utility companies at least two weeks in advance the date of final occupancy on the Property for final billing purposes. Grantee agrees that payment of final utility bills is the responsibility of Grantee.

14. Exclusive Nature of Grant. The grant of occupancy given herein is exclusive to Grantee and may not be assigned or transferred.

15. Notices to be sent to the parties to this Agreement shall be sent by mail or personal delivery to:

GRANTEE: Karen E. Brissett
6234 Brooklyn Boulevard
Brooklyn Center, MN 55429

GRANTOR: Economic Development Authority of Brooklyn Center
Attn: Brett Angell
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered
Attn: Troy Gilchrist
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GRANTEE

By _____
Karen E. Brissett

GRANTOR

Economic Development Authority of
Brooklyn Center, Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

AGENT:

Kennedy & Graven, Chartered

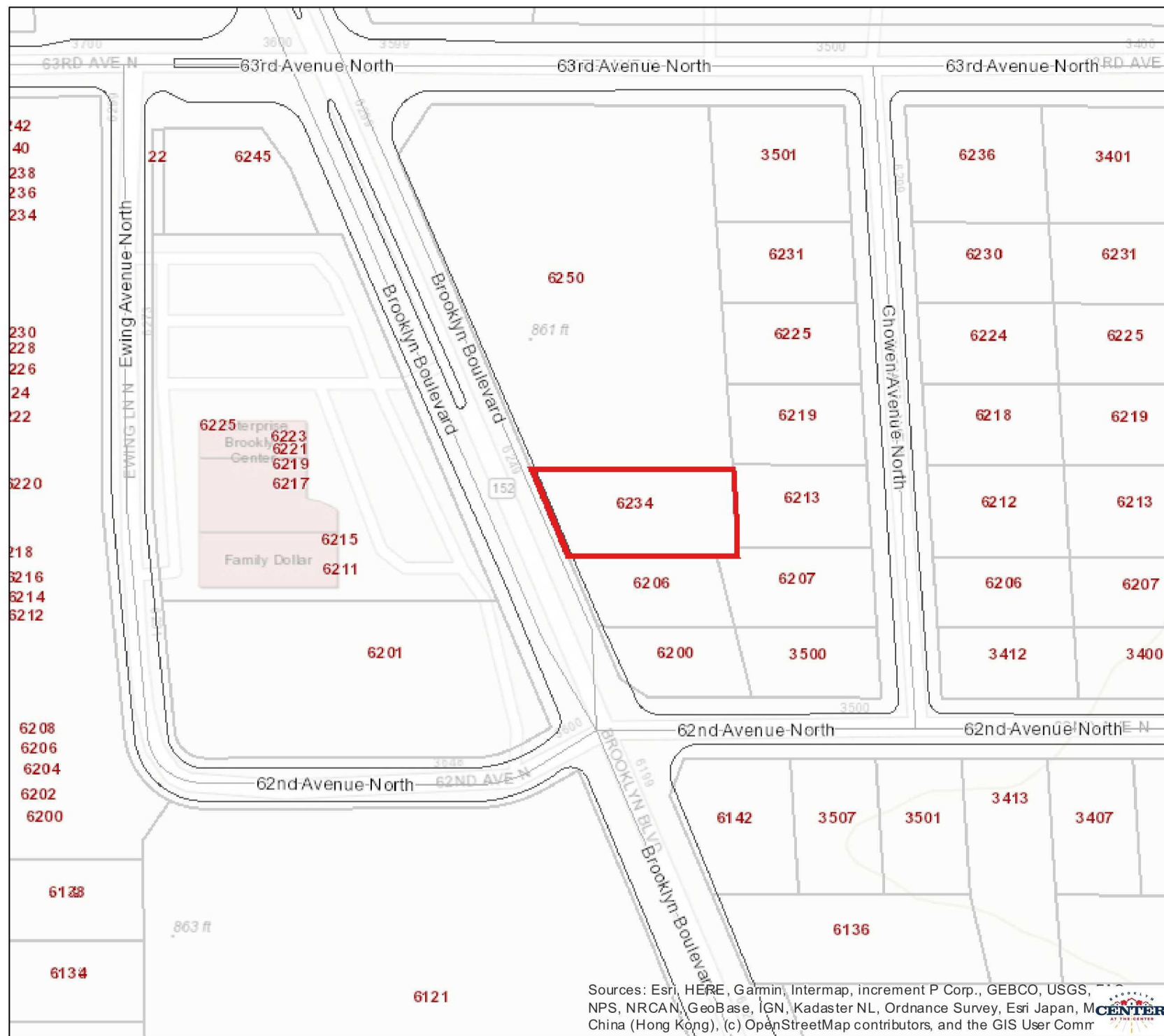
By _____
Its _____

Exhibit C

That part of Lot 18, Auditor's Subdivision No. 25, Hennepin County, Minnesota described as follows: Beginning at the Northeast corner of said Lot 18, thence running South along the East line of said Lot 18, 120 feet; thence running West parallel with the North line of said Lot 18, 495.22 feet to the actual point of beginning of the tract to be described; thence running North parallel with the East line of said Lot 18, 86 feet; thence running West parallel with the North line of said Lot 18, 206.4 feet more or less to a point in the Easterly right of way line of State Trunk Highway No. 152; thence running Southeasterly along said Easterly right of way line 93.91 feet more or less to a point in a line drawn parallel with the North line of said Lot 18 from the actual point of beginning; thence running East along said parallel line 174.11 feet more or less to the actual point of beginning; except that part described as follows: All that part of the above described tract which lies Southwesterly of a line run parallel with and distant 42 feet Northeasterly of the following described line: From a point on the north line of Section 3, Township 118, Range 21 West, distant 1741.08 feet West of the Northeast corner thereof, run Southeasterly at an angle of $68^{\circ} 01' 52.3''$ with said north section line for 104.54 feet, thence deflect to the right at an angle of $17^{\circ} 20' 35.2''$ for 536.92 feet to the point of beginning of the line to be described; thence run Northwesterly along the last described course for 100 feet; thence deflect to the left on a $2^{\circ} 00'$ curve (delta angle $17^{\circ} 20' 35.2''$) for 867.16 feet; thence deflect to the left on a $0^{\circ} 15'$ curve (delta angle $1^{\circ} 29' 54.8''$) for 599.42 feet; thence on tangent to said curve for 200 feet and there terminating.

Locational Map: 6234 Brooklyn Blvd

- Residential Labels
- Addresses
- Highways
- Streets
- Road Edge
- City Parks
- Parcels



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, M, China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Comm



Aerial Map: 6234 Brooklyn Blvd

Residential Labels

Addresses

— Highways

— Streets

— Road Edge

City Parks

Parcels

Aerials 2015

Red: Band_1

Green: Band_2

Blue: Band_3



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCast, IGN, KartegorNL, Ordnance Survey, Esri Japan, M China (Hong Kong), OpenStreetMap contributors, and the GIS User Community
CENTER
AT THE CENTER

EDA ITEM MEMORANDUM

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: Meg Beekman, Community Development Director

FROM: Brett Angell, Business and Workforce Development Specialist

SUBJECT: Resolution Approving the Acquisition of Certain Property Located at: 7014 Brooklyn Boulevard, Brooklyn Center, MN

Background:

The property, 7014 Brooklyn Boulevard, is a residential property with a total size of 0.42 acres with an average depth of 491 feet and a width of 136 feet. The property is currently zoned as R-5: Multiple Family Residence, and is guided under the 2040 Comprehensive Plan as Neighborhood Mixed-Use. Although zoned as an R-5 property, the property has been utilized as a single-family residence with the primary home being constructed in 1939. The property is comprised of a 1,900 square foot home with an attached 1-car garage and a separate detached 2-car garage, with an assessed market value of \$221,000.

The property is currently owned by James Skiff, who has owned the property since 1978. Conversations with the property owner and the City regarding a potential sale have been happening for the past 5-10 years. Over that same period of time, the difference between the City's offering price and the asking price of the property owner was too significant to come to an agreed upon purchase price. The property owner has had his property listed for sale privately for the past year but was unable to find a buyer. Recently, City staff and the property owner re-negotiated the terms of a purchase agreement as the property's assessed market value had increased and the property owners asking price had decreased.

The total cost to the EDA associated with the acquisition of the property is \$240,000. This amount includes the purchase price of the property of \$235,000 and moving expenses to the homeowner of \$5,000. The purchase agreement allows for the property owner to remove any fixtures within the home under the condition it does not affect the safety or security of the structure. Also, the purchase agreement allows for the occupants of the home to stay in the home past closing until no later than August 31, 2019. A portion of the purchase price (\$1,000) will be placed into an escrow account at closing and will not be released to the property owner until final move-out. Upon closing on the property, the City would demolish the structures on the property, which is estimated to cost around \$20,000.

The EDA currently owns the property directly to the south of this property. The EDA-owned property has a total size of 0.4 acres. City staff have also been in regular contact with the property owner to the east of Mr. Skiff's property, which is a single family residential property with a size of 0.65 acres. Staff will look to continue conversations with this property owner. To the north of Mr. Skiff's property is a multi-family apartment building, which has stated they are not interested in selling at this time.

The EDA has had a policy of acquiring and assembling single family properties along Brooklyn Boulevard for many years. With the reconstruction of Brooklyn Boulevard and the upcoming land use study and creation of an overlay district it is anticipated that the corridor will transition to higher intensity land uses over time. Acquiring properties as they become available is a strategy for targeted redevelopment.

Budget Issues:

TIF #3 Funds will be used for the acquisition of the property.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/6/2019	Resolution Letter
Purchase Agreement	5/7/2019	Exhibit
Location Map	5/6/2019	Backup Material
Aerial Map	5/6/2019	Backup Material

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2019- ____

RESOLUTION APPROVING THE ACQUISITION OF CERTAIN PROPERTY
LOCATED AT: 7014 BROOKLYN BOULEVARD, BROOKLYN CENTER, MN 55429

BE IT RESOLVED by the Board of Commissioners (“Board”) of the Economic Development Authority of Brooklyn Center, Minnesota (“Authority”) as follows:

Section 1. Recitals.

1.01. The Authority is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “EDA Act”), to acquire and convey real property and to undertake certain activities to facilitate the development of real property by private enterprise.

1.02. To facilitate development of certain property in the City of Brooklyn Center, Minnesota (the “City”), the Authority desires to acquire a parcel (PID 27-119-21-33-0007) located at 7014 Brooklyn Boulevard, situated in the State of Minnesota, County of Hennepin, and which is legally described as follows:

That part of the South 214.5 feet of the North 259.5 feet of Lot 5, Auditor’s Subdivision Number 57, lying West of the following described line: Commencing at a point on the South line of Lot 5, distant 185 feet East from the Southwest corner thereof; thence North 237 feet; thence Northwesterly on a tangential curve to the left with a radius of 175.73 feet, a distance of 75.12 feet, more or less, to the North line of said South 214.5 feet of the North 259.5 feet of Lot 5, except the East 130 feet thereof. Also: Except the North 80 feet, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said County.

(the “Property”).

1.03. The Authority finds and determines that the acquisition of the Property is in the public interest and will further the objectives of its general plan of economic development.

Section 2. Authority Approval; Further Proceedings.

2.01. The Board hereby approves the Agreement in substantially the form presented to the Board, including the acquisition of the Property by the Authority, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Agreement by those officials shall be conclusive evidence of their approval.

2.02. Authority staff and officials are authorized to take all actions necessary to perform the Authority’s obligations under the Agreement as a whole, including without limitation execution of

any documents to which the Authority is a party referenced in or attached to the Agreement, and other documents necessary to convey the Property to the Authority, all as described in the Agreement.

May 13, 2019

Date

President

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement ("Purchase Agreement") is entered into this ____ day of _____, 2019, by and between **James Henry Skiff, a single person** ("Seller") and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Buyer").

2. **SALE OF PROPERTY.** Seller is the owner of that certain real estate ("Property") located at 7014 Brooklyn Boulevard, Brooklyn Center, MN 55429, Hennepin County, Minnesota and legally described as follows:

That part of the South 214.5 feet of the North 259.5 feet of Lot 5, Auditor's Subdivision Number 57, lying West of the following described line: Commencing at a point on the South line of Lot 5, distant 185 feet East from the Southwest corner thereof; thence North 237 feet; thence Northwesterly on a tangential curve to the left with a radius of 175.73 feet, a distance of 75.12 feet, more or less, to the North line of said South 214.5 feet of the North 259.5 feet of Lot 5, except the East 130 feet thereof. Also: Except the North 80 feet, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said County.

3. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plant, shrubs, trees, and grass.

4. **NO PERSONAL PROPERTY INCLUDED IN SALE:** There are no items of personal property or fixtures owned by Seller and currently located on the Property included in the Purchase Price for purposes of this sale. Seller may remove the following fixtures from the Property provided the Property is left secure:

5. PURCHASE PRICE AND TERMS:

A. **PURCHASE PRICE:** The total Purchase Price ("Purchase Price") for the Property is Two Hundred Thirty Five Thousand and No/100ths Dollars (\$235,000.00).

B. **MOVING EXPENSES:** The sum of Five Thousand Dollars (\$5,000.00) to reimburse Seller for Seller's moving expenses ("Moving Expenses") shall be paid by Buyer to Seller at Closing.

C. **TERMS:**

- (1) **BALANCE DUE SELLER:** Buyer agrees to pay the Purchase Price to Seller by check or wire transfer on the Closing Date ("Closing").
- (2) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:
 - a. Building and zoning laws, ordinances, and state and federal regulations.
 - b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
 - c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property.
 - d. Title defects waived by Buyer pursuant to paragraph 6 below.

6. CONTINGENCIES.

- A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:
 - (1) Title to the Property shall be acceptable to Buyer, in its sole discretion.
 - (2) The Property's environmental condition must be acceptable to Buyer, in its sole discretion.
 - (3) Buyer shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, storm water/drainage requirement analyses, pre-demolition assessments, and surveys, if any, as Buyer deems necessary at Buyer's expense. The results of the same shall be satisfactory to Buyer in its sole discretion.
- B. Buyer shall satisfy or waive the above contingencies on or before the expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, Buyer shall, by giving written notice to Seller, either:
 - (1) Terminate this Agreement if any one or more of the contingencies above have not been satisfied to the satisfaction of Buyer; or
 - (2) Waive the contingencies listed above and proceed to closing.

If Buyer elects to terminate this Agreement under paragraph (B)(1) above, then upon, Seller's receipt of Buyer's written notice of termination, this Purchase Agreement shall be null and void and neither party shall have any further obligation to the other.

If Buyer elects to waive the contingencies and proceed under paragraph (B)(2) above, the parties shall proceed to closing as provided in this Purchase Agreement.

7. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.

- A. Warranty Deed free and clear of encumbrances subject only to the exceptions stated in paragraphs 5 (C) (2) (a), (b), (c), and (d) of this Purchase Agreement.
- B. Standard form Affidavit of Seller.
- C. Well disclosure certificate, if required.
- D. Waiver of Relocation Benefits in the form attached hereto as Exhibit A.
- E. Escrow and Occupancy Agreement in the form attached hereto as Exhibit B.
- F. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.

8. CLOSING DATE/DUE DILIGENCE PERIOD. For a maximum of 180 days after the mutual execution of the Purchase Agreement (the "Due Diligence Period"), Buyer shall have the right, but not the obligation, to conduct an investigation of the Property as described in paragraph 6 (A) of this Purchase Agreement. The closing of the sale of the Property shall take place within 30 days following the end of the Due Diligence Period. The closing shall take place at the offices of Economic Development Authority of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430 (or at such other location as the parties shall agree).

9. DELIVERY OF DOCUMENTS. Within seven business days of signing the Purchase Agreement, Seller shall have provided Buyer with copies of all relevant material in Seller's possession relating to the Property, including but not limited to, title reports, soil reports, environmental studies, surveys, environmental reports, agreements with governmental authorities, or other records of the Property that Seller has in Seller's possession (collectively, the "**Documents**").

10. INSPECTION OF PROPERTY. During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for Buyer's inspection of the Property. This includes the right of Buyer and its agents to take soil borings of the Property. Buyer shall pay all costs and expenses of such inspections and any testing carried out in connection therewith, and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall not damage, encumber, or permit a lien or claim to result from its activities, or alter the Property in any way. Buyer shall

not have the right to do any intrusive testing without the prior written authorization of Seller. Buyer shall repair and restore any damage to the Property caused by or occurring during Buyer's inspection and testing and return the Property to substantially the same condition as existed prior to such entry. Buyer's obligations under this paragraph shall survive termination of this Agreement.

11. ENVIRONMENTAL INSPECTION. Seller, prior to vacation of the Property, shall remove all substances that, under state or federal law, must be disposed of at an approved disposal facility. This requirement does not apply to hazardous substances integrated into the building improvements (e.g., asbestos) or soil but applies only to movable equipment, supplies and materials that are located or stored on the Property. Buyer and Seller will conduct a joint inspection of the Property at a time to be mutually agreed upon prior to closing for the purpose of identifying materials that must be removed by Seller.

12. LEAD. If the dwelling structure on the Property was constructed prior to 1978, a lead paint disclosure accompanies this Agreement.

13. REAL ESTATE TAXES.

- A. Seller will pay at or prior to closing all real estate taxes due and payable in 2018 and prior years on the Property, including any delinquent real estate taxes.
- B. Real estate taxes due and payable in 2019 shall be prorated as of the date of closing between Buyer and Seller. If the amount of real estate taxes due and payable in 2019 is not available on the date of closing, the pro-rated taxes will be based on the amount of real estate taxes due and payable in 2018.

14. SPECIAL ASSESSMENTS.

- A. Seller shall pay on or prior to closing the balance of all special assessments levied for payment in 2018 and prior years. Buyer shall pay all special assessments pending or levied for payment with real estate taxes payable in 2019.
- B. Seller shall pay any deferred real estate taxes or special assessments, payment of which is required as a result of the Closing of this sale.
- C. As of the date of this Purchase Agreement, Seller has not received a notice of hearing for a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Property.
- D. Notwithstanding any other provision of this Agreement, Seller shall at all times be responsible to pay special assessments, if any, for delinquent sewer or water bills, removal of diseased trees prior to the date of this Purchase Agreement, snow removal, or other current services provided to the Property by the assessing authority while Seller is in possession of the Property.

15. MARKETABILITY OF TITLE. Buyer shall, within a reasonable time after execution of this Purchase Agreement by both parties, obtain a commitment for title insurance or other evidence satisfactory to Buyer ("Title Evidence") for the Property. Buyer shall have ten (10) business days after receipt of a fully executed purchase agreement and the Title Evidence to examine the same and to deliver written objections to title, if any, to Seller. Seller shall have until the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by Seller by the expiration of the Due Diligence Period, then, at the option of Buyer, Buyer may terminate this Purchase Agreement in accordance with paragraph 6 (B)(1) of this Purchase Agreement.

16. CLOSING COSTS AND RELATED ITEMS. Seller will pay: (a) any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title in Seller; (b) any deed transfer taxes and conservation fees required to enable Buyer to record its deed from Seller under this Purchase Agreement; (c) the cost of the title commitment, title search, name searches, and exam fees; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Buyer shall be responsible for the payment of the following costs: (a) recording fees for deed from Seller under this Purchase Agreement; (b) the title insurance premium, and endorsements, if any; and (c) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Each party shall be responsible for its own attorneys' fees and costs.

17. POSSESSION/ESCROW AND OCCUPANCY AGREEMENT. Buyer agrees to allow Seller to remain on the Property after the Closing Date for up to 90 days immediately following the closing date, however Seller must vacate the property no later than August 31, 2019, pursuant to the Escrow and Occupancy Agreement set forth in Exhibit B of this Purchase Agreement. Seller agrees that, at closing, Buyer may retain One Thousand Dollars (\$1,000.00) from the purchase price for the Property as an Escrow for payment of Buyer's necessary actual out-of-pocket expenses relating to personal property removal, disposal charges and utility charges. The retained amount, less deductions provided for in this paragraph, will be delivered to Seller no later than 60 days following the date of delivery of possession. Said funds shall be held by Kennedy & Graven, Chartered, as Escrow Agent, pursuant to the terms of the Escrow and Occupancy Agreement. **Buyer's ability to deduct amounts due under this paragraph from the retained escrow is not exclusive but is in addition to Buyer's rights at law and equity to collect such amounts from Seller. Seller is responsible for the amounts due under this paragraph even if: (i) Buyer neglects to deduct the amount from escrow; and/or (ii) the escrowed amount is insufficient to pay all amounts due under this paragraph.**

18. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. Seller discloses that there **is not** an individual sewage treatment system on or serving the Property. If there is an individual sewage treatment system on or serving the Property, Seller discloses that the system **is not** in use. In the event there is a sewage treatment system, a map of said location of the system is attached.

19. WELL DISCLOSURE. Seller discloses that the status and number of wells on the Property has not changed since the last previously filed Well Disclosure Certificate No. 1017287.

20. SELLER'S WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or materials furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. Seller represents that Seller has good and marketable simple title interest to the Property and no consents or approvals from any third parties are required. Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral, or written, affecting the Property or any part thereof. Seller agrees that Seller will not enter into a lease for the Property after the date of this Purchase Agreement. Seller agrees to pay all charges for sewer, water, electric, gas, rubbish removal, Internet, cable/satellite television, and any other utility charges incurred prior to closing and during Seller's occupancy of the Property pursuant to the Escrow and Occupancy Agreement. These warranties shall survive the Closing of this transaction.

21. RELOCATION BENEFITS. Seller acknowledges that Seller initiated negotiations with Buyer for the transaction contemplated by this Purchase Agreement, and that this transaction is not made under threat of condemnation by Buyer. Seller agrees to waive any and all relocation benefits, assistance and services to which Seller might otherwise be eligible. Seller agrees to provide to Buyer at closing an executed waiver of relocation benefits in substantially the form of the attached Exhibit A.

22. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

23. ENTIRE AGREEMENT; AMENDMENTS. This Purchase Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment to this Purchase Agreement shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

24. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Buyer shall not assign its rights and interest hereunder without notice to Seller.

25. NOTICE. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

SELLER: James Henry Skiff
7014 Brooklyn Boulevard
Brooklyn Center, MN 55429

BUYER: Economic Development Authority of Brooklyn Center
Attn: Brett Angell
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered
Attn: Troy Gilchrist
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

26. BROKER COMMISSIONS. Buyer and Seller each represent and warrant to the other that there is no broker involved in this transaction with whom either has negotiated or to whom the representing party has agreed to pay a broker commission or finder's fee in connection with negotiations for purchase or sale of the Property. Buyer and Seller agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Purchase Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

27. METHAMPHETAMINE DISCLOSURE. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

28. SPECIFIC PERFORMANCE. This Purchase Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this agreement; the parties reserve all other remedies available at law or in equity.

29. REMOVAL OF FIXTURES AND MATERIALS. The Seller shall have the opportunity to salvage any fixtures or materials from the buildings on the Property provided that the buildings are left secure and provided that removal does not create any hazardous conditions. Any fixtures or materials which remain on the Property after Seller's occupancy has been terminated shall be deemed to have been abandoned and shall become the exclusive property of Buyer. Seller assumes all risk in undertaking any salvage operations. Seller shall not permit the attachment of any lien or encumbrance on the Property as a result of this or other work thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLER

By _____
James Henry Skiff

BUYER

Economic Development Authority of
Brooklyn Center, Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

EXHIBIT A
FORM OF
WAIVER OF RELOCATION BENEFITS

The undersigned, acknowledges that I met with a representative of the Economic Development Authority of Brooklyn Center, Minnesota (EDA) on _____, 2019. The representative, _____, explained that in the event that the EDA acquires my property located at 7014 Brooklyn Boulevard, Brooklyn Center, Minnesota, I may be entitled to certain relocation benefits, in addition to the amount of money being paid to me to acquire my property. These benefits may include:

1. Moving Expenses:

- a. A payment for actual reasonable moving expenses; or
- b. A fixed payment determined in accordance with the applicable schedule approved by the Federal Highway Administration.

2. Replacement Housing Payment:

A 180-day homeowner is eligible to receive a replacement housing payment to cover the following costs:

- a. If the homeowner must pay more to buy a comparable replacement home than homeowner receives for the property, then homeowner may be compensated for the difference.
- b. Homeowners may be entitled to compensation for incidental and closing expenses related to the purchase of a decent, safe, and sanitary replacement home, such as recording fees, title insurance, appraisal, and inspection fees.
- c. If a homeowner must pay a higher interest rate on a mortgage to finance the purchase of a replacement home than the rate on the mortgage of the property, then homeowner may be entitled to compensation for increased mortgage interest costs.

3. Other Relocation Assistance:

This includes referrals and other assistance to help the owner(s) relocate to a comparable decent, safe, and sanitary dwelling. These payments and services are required under the regulations of the Department of Housing and Urban Development (HUD). The owner(s) cannot be required to move from his/her home unless he/she is given reasonable opportunities to relocate to a comparable decent, safe and sanitary dwelling unit that he/she can afford.

Finally, it was explained to me that the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, entitles me to these relocation benefits; and if I sign this waiver, I will be waiving those relocation benefits.

After having these benefits explained to me, I agree to waive them. In signing this waiver, I acknowledge that no threats have been made to me, either expressly or by implication that my property will be taken from me through condemnation. If after signing this waiver, I attempt to collect relocation benefits, I will have to prove that, contrary to what I am agreeing to in this waiver, my waiver of relocation benefits was not entered into voluntarily. This waiver is conditioned upon the Economic Development Authority of Brooklyn Center, Minnesota purchasing my property for the gross purchase price of \$235,000.00 and payment of \$5,000.00 in moving expenses. If this commitment to me is not fulfilled, this waiver is null and void.

Date

By _____
James Henry Skiff

WITNESS:

EXHIBIT B
FORM OF
ESCROW AND OCCUPANCY AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2019, by James Henry Skiff, a single person (together, “Occupant” or “Grantee”), and the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota (“Grantor”) and KENNEDY & GRAVEN, CHARTERED (“Escrow Agent” or “Agent”).

BACKGROUND

Grantee has, as of the date of this Agreement sold and conveyed to Grantor the following described tract of land including improvements located thereon (“Property”):

That part of the South 214.5 feet of the North 259.5 feet of Lot 5, Auditor’s Subdivision Number 57, lying West of the following described line: Commencing at a point on the South line of Lot 5, distant 185 feet East from the Southwest corner thereof; thence North 237 feet; thence Northwesterly on a tangential curve to the left with a radius of 175.73 feet, a distance of 75.12 feet, more or less, to the North line of said South 214.5 feet of the North 259.5 feet of Lot 5, except the East 130 feet thereof. Also: Except the North 80 feet, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said County.

Although the sale and conveyance of the Property transferred to Grantor the exclusive title and right to possession, the parties have agreed that Grantor will, subject to the terms and conditions of this Agreement, grant to Grantee the right of occupancy of the Property.

RECITALS

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter contained, the parties hereto agree as follows:

1. **Grant of Occupancy.** Grantor hereby grants and Grantee hereby accepts the right to occupy the Property commencing on the date of this Agreement and terminating not later than 4:00 p.m. on _____ [90 days from the date hereof or August 31, 2019].
2. **Grantee Acknowledgment.** Grantee acknowledges that this grant of occupancy constitutes the sole and exclusive right of Grantee to occupy the Property from and after the date of this Agreement, and further acknowledges that absent further written agreement of the parties, Grantee shall have no right to further occupy the Property upon and after the termination of this Agreement.

3. Rent. Grantee may occupy the Property through _____, 2019 without payment of rent to Grantor.

4. No Damage. With the exception of removing fixtures and materials as permitted by Section 29 of the Purchase Agreement between Grantee and Grantor dated _____, 2019 (the "Purchase Agreement"), Grantee agrees not to cause damage to the Property or to any structure or improvement located on the Property and agrees to deliver possession of the Property to the Grantor in substantially the same condition as existed on the date the parties entered into the Agreement.

5. Utility Bills. Grantee agrees to pay for all utility services to the Property through the last day of Grantee's occupancy. Utility services include, but are not limited to, the following: sewer, water, electricity, gas, telephone, garbage collection, Internet, and cable/satellite television.

6. Escrow. (a) Upon closing on the sale of the Property and execution of this Agreement, Grantee agrees to deposit into escrow the sum of \$1,000.00 (the "Escrowed Funds") from Grantee's proceeds from the sale of the Property, to be held by Agent in a non-interest bearing account.

(b) Within 10 days after vacation of the Property by Grantee, Grantor shall provide to Agent (with copy to Grantee) evidence of expenses incurred by Grantor for payment of utility charges for services provided to the Property. Agent shall reimburse Grantor for the utility charges and incurred expenses from the Escrowed Funds within seven days following receipt of such evidence from Grantor.

(c) Agent shall deliver to Grantee the balance of the Escrowed Funds on deposit, less deductions provided for in paragraph 6 (b) above, no later than 60 days following vacation of the Property by Grantee.

7. Escrow Agent Liability. The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting on any notice believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent shall have no duty or liability to verify any such notice, and its sole responsibility shall be to act expressly as set forth in this Escrow and Occupancy Agreement.

8. Insurance. Grantee acknowledges that Grantee is solely responsible for loss or damage to personal property located on the Property; and hereby indemnifies, defends, and holds harmless the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, its officials, agents, and employees from any claims for loss or damage to such personal property. Grantee certifies and understands that obtaining insurance coverage for such personal property shall be Grantee's sole responsibility. Grantee acknowledges and understands that any liability insurance obtained by

Grantor with respect to the Property will in no way insure or protect Grantee from liability claims which may be made against Grantee.

9. Liens and Encumbrances. Grantee agrees that during the term of this Agreement Grantee shall not permit or suffer any liens or encumbrances to be placed against the Property, nor shall Grantee during such term engage in any activity which could cause or result in the placement of any liens or encumbrances against Property. Grantee also agrees to indemnify and hold Grantor harmless from any lien or encumbrance placed upon the Property as a result of Grantee's violation of the provisions of this paragraph.

10. Modification or Alteration. Grantee agrees that, absent the specific written consent of Grantor, Grantee will not make any modifications, alterations, improvements to the Property during the term of this Agreement, except the removal of fixtures and materials that is permitted by Section 29 of the Purchase Agreement.

11. Repair and Maintenance. Grantee agrees that during the term of this Agreement Grantee will, at Grantee's sole cost and expense, keep the building, improvements, and grounds, electrical, plumbing, heating, and air conditioning systems, and all appliances, which have been sold to Grantor, in a reasonable state of repair and appearance. Grantee shall not, however, be required to repair conditions of any of the above-described items which existed at the time the Property was purchased by Grantor.

12. Removal of Property upon Termination. This Agreement includes the right of Grantee to continue to keep on the Property all items of personal property which have not been sold to Grantor. Grantee agrees that not later than the last day of this Agreement, it will have removed all such items of personal property. Items not removed by such date shall be forfeited to Grantor.

13. Final Utility Service. Grantee agrees to notify proper utility companies at least two weeks in advance the date of final occupancy on the Property for final billing purposes. Grantee agrees that payment of final utility bills is the responsibility of Grantee.

14. Exclusive Nature of Grant. The grant of occupancy given herein is exclusive to Grantee and may not be assigned or transferred.

15. Notices to be sent to the parties to this Agreement shall be sent by mail or personal delivery to:

GRANTEE: James Henry Skiff
7014 Brooklyn Boulevard
Brooklyn Center, MN 55429

GRANTOR: Economic Development Authority of Brooklyn Center
Attn: Brett Angell
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2113

AGENT: Kennedy & Graven, Chartered
Attn: Troy Gilchrist
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GRANTEE

By _____
James Henry Skiff

GRANTOR

Economic Development Authority of
Brooklyn Center, Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

AGENT:

Kennedy & Graven, Chartered

By _____
Its _____

Locational Map: 7014 Brooklyn Boulevard

Residential Labels

Addresses

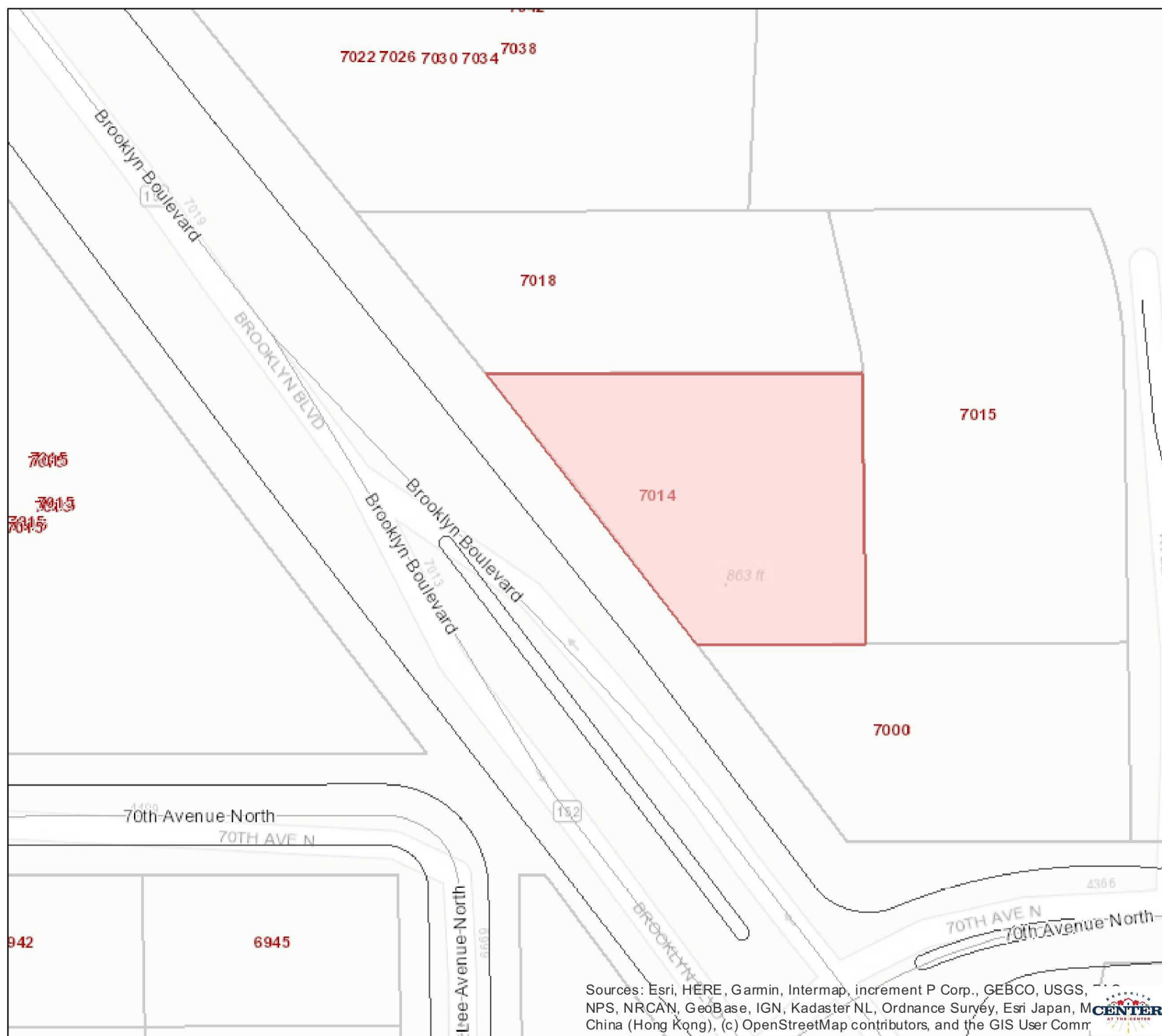
Highways

Streets

Road Edge

City Parks

Parcels



Aerial Map: 7014 Brooklyn Boulevard

Residential Labels

Addresses

— Highways

— Streets

— Road Edge

City Parks

Parcels

Aerials 2015

Red: Band_1

Green: Band_2

Blue: Band_3



**Council/EDA Work
Session**

City Hall Council Chambers
May 13, 2019

AGENDA



The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

ACTIVE DISCUSSION ITEMS

1. Retreat Facilitation

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items
 - Cities United Update
 - Livable Wages - 6/10
 - Discussion on Ordinance process - 7/8
 - 2020 Elections Update -7/8
 - Liquor Violation Fine Schedule - 5/28
 - Liquor Ordinance Extended Hours - 6/10
 - Liquor Ordinance Updates - 6/10

MEMORANDUM - COUNCIL WORK SESSION

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Dr. Reggie Edwards

SUBJECT: Retreat Facilitation

Recommendation:

It is recommended that the City Council consider providing direction to staff regarding Council Retreat.

Background:

In January, 2019, the Council discussed development areas of interest to the Council. The Council also, discussed various formats for development such as retreats and presentations.

The Council deliberated on many topic areas including: professional development, leadership skills development, strategic direction, hot topics, and team building, etc. The Council had consensus on participating in a retreat to further develop some of the areas of interest.

Staff has issued an Request for Proposal (RFP) for consultants who may facilitate a full day and a half-day retreat over a weekend at the Earle Brown Heritage Center. The first day would consist of working with the City Council, City Manager, and Deputy City Manager. The second day would include department directors.

Staff indicated in the RFP that the focus of the retreat would be on “team building”. While team building would be the main focus, the session should generate thoughts, ideas, dialogue, and engagement among retreat participants on issues such as building trust, developing team relationships, inclusion and equity, personal and team values (not to rewrite the City values), and collaborative leadership.

Possible dates for the retreat could be (all Friday/Saturday):

- May 24/25
- May 31/June 1
- June 7/8

Staff will provide the Council with proposals submitted by potential consultants by Friday, May 10, 2019.

Policy Issues:

Is there a consensus among the Council with regards to a retreat design, consultant and retreat date?

MEMORANDUM - COUNCIL WORK SESSION

DATE: 5/13/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Barb Suciu

SUBJECT: Pending Items

Recommendation:

- Cities United Update
- Livable Wages - 6/10
- Discussion on Ordinance process - 7/8
- 2020 Elections Update -7/8
- Liquor Violation Fine Schedule - 5/28
- Liquor Ordinance Extended Hours - 6/10
- Liquor Ordinance Updates - 6/10

Background: