Council Study Session
VIRTUAL meeting being conducted by electronic means in accordance with Minnesota Statutes, section 13D.021 Public portion available for connection via telephone Dial: 1-312-626-6799 Meeting ID: 97680230856# Passcode: 7635693300#
March 8, 2021

AGENDA

1. **City Council Discussion of Agenda Items and Questions - 6 p.m.**
2. **Miscellaneous**
   a. Set time and date for meeting with Common Sense
   - Discussion to determine a time and date for a meeting with Common Sense.
3. **Discussion of Work Session Agenda Item as Time Permits**
4. **Adjourn**

Council Study Session

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Cornelius L. Boganey, City Manager

SUBJECT: Set time and date for meeting with Common Sense

Background:

We wanted to give you an update on where we are in our partnership with CommonSense Consulting@Work.
It is has been reported that most Council members have completed the requested listening session. If you need to complete your session, please schedule it as soon as possible by emailing Janice, janiced@cscworks.com.
Upon completion of the listening sessions, CSC is prepared to lead us in next steps. First, they will work with council-members for *Individual Feedback Sessions* where CSC share insights, support discussion and promote appropriate action based on what they heard in the listening sessions. Next, CSC will work with the Council to review one of the original tools that you will be asked to use during and in between Council meetings.

Because scheduling meetings can be so difficult, CSC has asked that we offer the following meeting times options for your consideration so they can prepare to join us:

Individual: Each Council member meets with CSC for 45 minutes for individual feedback sessions, we will send a scheduling tool so you may find a time that is convenient for you.

Council Meeting Options: 3/22, 4/12, 4/26 *Please select the dates that CSC should hold (CSC will join for the work session 6:00-6:45 Minimum of 45 minutes, 1.5 hours preferred, this can also be scheduled outside of the regular scheduled council meetings.)

CSC Meeting Agenda (DATE TBD, CSC-Council Meeting 2):

1. CSC will review the THEMES from the Listening Sessions
2. Themes will be broken down into a SOAR Analysis
3. Key Resources & Meeting rhythm will be identified
4. Next Steps (CSC 1:1 Follow-Up with Council members)
5. CSC will present a tool during a Council work session
6. CSC will attend another Council work session to get your take on how the tool worked

Strategic Priorities and Values:

Operational Excellence

CITY COUNCIL MEETING
VIRTUAL meeting being conducted by electronic means in accordance with Minnesota Statutes, section 13D.021 Public portion available for connection via telephone Dial: 1-312-626-6799 Meeting ID: 97680230856# Passcode: 7635693300#
March 8, 2021

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.

I will first call on those who notified the Clerk that they would like to speak during open forum, and then I will ask if anyone else connected to this meeting would like to speak. When I do, please indicate your name and then proceed when I call on you. Please be sure to state your name and address before speaking.

2. Invocation - Graves - 7 p.m.

3. Call to Order Regular Business Meeting

This meeting is being conducted electronically under Minnesota Statutes, section 13D.021 due to the pandemic. For those who are connected to this meeting, please keep your microphone muted. If there is an opportunity for public comment, you may unmute and speak when called upon. Please do not talk over others and anyone being disruptive may to ejected from the meeting. The packet for this meeting is on the City's website, which is linked on the calendar or can be found on "City Council" page.

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:

- *February 1 - Work Session*
- *February 8 - Study Session*
- *February 8 - Regular Session*
- *February 8 - Work Session*
- *February 22 - Regular Session*

b. Approval of Licenses

- Motion to approve licenses as presented.

c. Resolution Establishing a Parking Moratorium on Towing during Snow EventsParking

- Motion to approve a resolution establishing a moratorium on towing vehicles during a snow emergency.

d. Amendment to the 2021 City Council Meeting Schedule

- Motion to amend the 2021 City Council meeting schedule

e. Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project No. 2018-10, Lift Station 2 Rehabilitation

- Motion to approve a resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project No. 2018-10, Lift Station 2 Rehabilitation.

f. Resolution Approving and Authorizing Execution of Agreement Between Minnesota Department of Transportation and City of Brooklyn Center for Federal Participation in Advance Construction – MnDOT Agreement No. 1046069

- Motion to approve the attached resolution approving and authorizing execution of agreement between Minnesota Department of Transportation and City of Brooklyn Center for Federal Participation in Advance Construction, which allows for MnDOT to act as the City's agent in accepting federal aid, in excess of $5,000,000, for Brooklyn Boulevard Corridor Project Phase 2 Improvements.

g. Resolution Approving the Labor Agreement for Law Enforcement Labor Services (LELS) Local 82 (Police Officers and Detectives) and the City of Brooklyn Center for the Calendar Year 2021

- Approve the resolution for the labor agreement between the City of Brooklyn Center and Law Enforcement Labor Services (LELS) Local 82 for the period of January 1, 2021.

h. Resolution Accepting Bid and Awarding a Contract, Improvement Project Nos. 2021-01, 02, 03, 04 and 12, Grandview South Area Street, Storm Drainage and Utility Improvements and 53rd Avenue Utility Improvements

- Motion to approve the resolution accepting the lowest responsible bid and award a contract to Ryan Contracting Co., for Improvement Project Nos. 2021-01, 02, 03, 04 and 12, Grandview South Area Street, Storm Drainage and Utility Improvements and 53rd Avenue Utility Improvements.

i. Resolution Approving and Authorizing Execution of Cooperative Construction Agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements (Bass Lake Road to Interstate 94), Project No. 2021-05, Between Hennepin County and City of Brooklyn Center

- Motion to approve the attached resolution approving and authorizing execution of Cooperative Construction Agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements (Bass Lake Road to Interstate 94), Project No. 2021-05, between Hennepin County and City of Brooklyn Center.

j. Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids, Improvement Project Nos. 2021-06, 07, 08, 09, 10 and 11, Ryan Lake Industrial Park Area Street, Storm Drainage and Utility Improvements and Northwest Area and Lyndale Avenue Area Mill and Overlay

- Motion to approve the attached resolution approving plans and specifications and authorizing advertisement for bids, Improvement Project Nos. 2021-06, 07, 08, 09, 10 and 11, Ryan Lake Industrial Park Area Street, Storm Drainage and Utility Improvements and Northwest Area and Lyndale Avenue Area Mill and Overlay.

7. Presentations/Proclamations/Recognitions/Donations

a. BBA Youth Survey Report

- Staff asks that the City Council hear and receive a presentation of the 2020 Youth to Youth by the BBA Youth Data Squad.

8. Public Hearings

The public hearing on this matter is now open. I will first call on those who notified the Clerk that they would like to speak to this matter, then I will ask if anyone else on this meeting would like to speak during this hearing. When I do, please indicate your name and then proceed when I call on you. Please be sure to state your name and address before speaking.

a. Resolution Approving the Projected Use of Funds for the 2021 Urban Hennepin County Community Development Block Grant Program and Authorizing Signature of a Subrecipient Agreement with Hennepin County

- Motion to open public hearing, take public comment, and close public hearing

- Motion to approve a resolution approving the projected use of funds for the 2021 Urban Hennepin County Community Development Block Grant program and authorizing signature of a subrecipient agreement with Hennepin County

9. Planning Commission Items

10. Council Consideration Items

a. Appointments to Commissions

- Motion to appoint members to various city commissions

11. Council Report

12. Adjournment

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Dr. Reggie Edwards, Deputy City Manager
BY: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

In accordance with Minnesota State Statute 15.17, the official records of all meetings must be documented and approved by the governing body.

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
2-1-21 Work Session	2/16/2021	Backup Material
2-8-21 Study Session	2/16/2021	Backup Material
2-8-21 Regular Session	2/16/2021	Backup Material
2-8-21 Work Session	2/16/2021	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

WORK SESSION
FEBRUARY 1, 2021

CALL TO ORDER

The Brooklyn Center City Council met in Work Session called to order by Mayor Mike Elliott at 6:30 p.m. The meeting was conducted via Zoom.

HOUSING STUDY DISCUSSION

Mayor Elliott stated the City of Brooklyn Center is at a critical junction in housing development, and embarking on development of multi-family housing, which is critical to the future of the City. He added housing is a very real crises throughout the country, as record numbers of people experience displacement and unemployment. He stressed the importance of creating housing people can afford, keeping kids in their schools, and creating the stable foundation for a thriving community.

City Manager Curt Boganey stated, at the City Council's last meeting, Community Development Director Meg Beekman gave a presentation on various housing policies, and work that has been done by the City Council and City Staff over the last several months. She added City Staff hopes to get City Council feedback and direction regarding mixed income policies or actions, and how to preserve affordability in Naturally Occurring Affordable Housing (NOAH).

Community Development Director Meg Beekman stated the purpose of this meeting is to review specific policies – inclusionary or mixed income housing, and the creation of new legally binding affordable units, as well as a NOAH preservation program. She added City Staff has researched other NOAH programs extensively, specifically in St. Louis Park, Minneapolis and Brooklyn Park. She noted many local metro area cities have similar programs.

Ms. Beekman stated a NOAH preservation program is more complex than a mixed income policy. She added the City would be leveraging a State law, known as 4D, that would allow existing multi-family properties with 20% or more of their units set aside at 60% AMI or less to apply for a special reduced property tax classification. She noted State law does not allow cities to implement rent control as a stand-alone policy, so rent controls are introduced through voluntary programs, incentives, and deed restrictions.

Ms. Beekman requested City Council consideration of what additional information is needed to frame programs and policies moving forward, identify initial goals, limitations and levels of affordability, as well as what percentages of units to set aside, and at what Area Median Income (AMI). She added she has provided the Minneapolis and St. Louis Park programs, which are almost identical, to show what an actual program looks like once it is in place.

Mayor Elliott stated Ms. Beekman mentioned that State law does not allow cities to do rent control. He added he saw in the news recently that the City of Minneapolis is going through the process of establishing rent control.

Ms. Beekman stated Minneapolis has been out in front in terms of housing policy, and City Staff can keep an eye on their rent control policy. She added she would not be surprised to see further action by Minneapolis. She noted there are aspects of the State statute that are not clear.

Mayor Elliott stated the news report indicated that the Minneapolis City Council seeks to protect renters from evictions. He added State law requires that cities seek authority from voters, so Minneapolis City Council would be required to submit to the Charter Commission.

Ms. Beekman stated that is something City Staff can look into, but she is unable to offer an opinion on this issue.

Councilmember Ryan stated, regarding the 4D program, City Staff is probably aware that there are legislative bills proposed at the State level that would change the classification rate for eligible rental properties from .75% to .25%, potentially creating a significant property tax shift from apartments to other property classes, which would have a significant impact on homestead property taxpayers. He added he believes that should be watched carefully, if the City Council decides to go in the direction of a 4D property tax reduction program for apartments. He noted that would be a way to increase the number of affordable units in Brooklyn Center.

Ms. Beekman agreed, adding that legislation will have a fairly significant financial impact on the community. She added, in Brooklyn Center, there are currently 471 units under the 4D program, which will increase to 741 units upon completion of Sonder House. She noted the average discount, in terms of property taxes, that each unit sees will be $600-800, so that is a discount to rental property owners but a cost to other property owners in Brooklyn Center.

Councilmember Ryan stated organizations in local government have suggested that there should be some kind of circuit breaker mechanism, whereby significant property tax shifts would result in the City at least partially being made whole, so the property tax shift does not fall on homeowners.

Councilmember Ryan asked whether the property tax classification “residential” includes both single family rentals and homestead properties. Ms. Beekman confirmed this, adding the residential tax classification is single family dwellings and probably 4 units and under.

Councilmember Ryan stressed the importance of a high level of participation in preserving affordable housing so the program can be successful. He added single family homes that are rental units would be excluded due to the 4–5-unit threshold for eligible properties.

Ms. Beekman stated the program can decide which properties are eligible, and the program prepared by City Staff is 5 units or more. She added the City of Minneapolis operated their program for a year, and then revised it to include single family units. She noted, in Brooklyn

Center, single family properties are the largest source of larger unit rental properties and they serve a subsect of the market that are not served by multi-unit rental properties. She stressed the importance of including single family as well as multi-family properties.

Mayor Elliott stated he did not take Roll Call at the beginning of the meeting. He noted Councilmember Graves was on the call at the beginning of the meeting.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler and Dan Ryan. Councilmembers April Graves and Kris Lawrence-Anderson did not respond. Also present were City Manager Curt Boganey, Community Development Director Meg Beekman, and City Clerk Barb Suciu.

HOUSING STUDY DISCUSSION (CONT'D)

Mayor Elliott asked whether there are other strategies to consider besides NOAH preservation.

Meg stated, in response to housing needs, it will be necessary to take a multi-faceted approach, and use a variety of policy decisions, for the housing policy to be effective. She added this includes the creation of affordable inclusionary or mixed income housing policies can influence how public subsidy is utilized, how zoning can be encouraged that allows for higher density land use and makes affordable housing more feasible.

Meg stated a preservation program for Naturally Occurring Affordable Housing (NOAH) would incentivize existing property owners to stabilize units at affordable rents. She added Brooklyn Center has a successful rental licensing program to ensure that properties are maintained, which is another tool to help stabilize units.

Meg stated the City can work with rental property owners who intend to sell their property, particularly buildings with 40+ units, to encourage them to sell to non-profit, affordable buyers who will maintain affordability of the units.

Meg stated tenant protection ordinances and programs ensure that tenants are being adequately protected. She added this should be a multi-faceted approach, and the housing study should provide recommendations regarding best practices and policies moving forward, especially those that have been effective in other communities. She noted she would recommend getting the policies working in the community, and then going back to adjust them if necessary.

Mayor Elliott stated all of these policies – preservation strategies, 4D programs, tenant protections, and affordable housing creation - have been implemented in other communities but they have not been successful. He added the City of Minneapolis implemented a variation of these policies, including rent control, because these policies have not gotten them where they need to go. He asked whether it is possible to ensure the effectiveness of these policies.

Mayor Elliott stated Brooklyn Center should have a good understanding about the impact of these programs in communities where they have been adopted, and whether they have moved the needle

in terms of housing affordability. He added the housing crisis suggests that they have not. He stressed the importance of knowing whether these actions will have an impact.

Ms. Beekman stated the best answer, as with all policies and programs, is to have clear goals, and to measure outcomes against goals, and make adjustments along the way.

Ms. Beekman stated Minneapolis recently published a report on their 4D program, which is a 10-year program requiring a minimum of 20% of units remain affordable to households making 60% of the Area Median Income (AMI), and rent increases on tenants limited to less than 6% annually. Larger increases are allowed when there is a unit turnover, and 2+ units are required for a building to be eligible. Benefits include reduced property tax liability; targeted energy efficiency programs; and $100 per unit grant and assistance to cover administrative costs for property owners. In terms of outcome, they have had about 1200 units rolled into the program.

Ms. Beekman stated this is an example of how to measure whether or not the program is effective. She added it is difficult to measure whether the program helps people stay in their units, but rent stabilization is clearly the intention of the program. She noted City Staff have heard from residents regarding the number of times their rent increases, and non-renewal of leases for no reason. The 4D program does not address those issues, but benefit can be seen over time through rent stabilization and mitigation of displacement.

Mayor Elliott stated rent projections for the next 10 years are required if the programs are to be implemented, to provide baseline data. He added this will make it possible to set measurable goals and choose programs and approaches. He noted many of these programs will require an investment of taxpayer dollars.

Councilmember Graves joined the meeting at 7:21 p.m.

Councilmember Graves stated the 4D program options are appealing to her. She added Ms. Beekman reviewed potential policy components at the City Council's last meeting that she did not totally understand, related to funding for common areas or energy improvements.

Ms. Beekman stated that discussion was specifically related to NOAH, of which the key components are applicability; affordability requirements; affordability period; and eligibility. State statute requires incentives to meet state eligibility criteria. The City of Minneapolis implemented a 4D program, which provides a grant capped at $1,000 per property. The City of St. Louis Park is capped at $6,000 per property. The higher the incentive, the more business owners will enter the program.

Ms. Beekman stated next steps would be to identify the framework, get direction from the City Council, and then talk to landlords to determine what incentives will attract people to the program. She added the way it's written right now is $1,000 per unit capped at $25,000, and it is a matching grant to be used for common space and energy efficiency improvements.

Councilmember Graves stated $1,000 per unit seems high, but the understanding is that it is partially because of the lower AMI and longer duration, and the matching program. Ms. Beekman

confirmed this, adding the City might want a lower affordability cap and longer duration, and encouraging improvements without triggering a rent increase for residents.

Councilmember Graves stated the City Council discussed other NOAH policy ideas, working in partnership with the preservation program.

Ms. Beekman stated the County has a NOAH Preservation Fund that is used to assist when rental properties change hands. She added the program focuses on point of sale when rental properties change hands and encourages property owners to seek out non-profit or affordable buyers, who will maintain the affordability of the units. The County's program provides equity to affordable buyers quickly, so they can compete in the market for purchases.

Ms. Beekman stated St. Louis Park has a "Legacy Program", through which rental property owners are asked to commit to sell their properties to affordable buyers. She added this is a more symbolic program, creating value and legacy around the buildings and what they will become.

Councilmember Graves stated she is unsure what makes the most sense, and it might be an iterative process based on the market. She added Ms. Beekman indicated that Minneapolis changed some of their initial requirements related to the number of units in a rental property. She noted she feels $1,000 per unit might be a little high, but could be decreased to $800, and the duration decreased, which is just a suggestion. A minimum number of units at 50% AMI sounds good for a starting point.

Ms. Beekman asked, in terms of leverage, whether the City Council would rather see longer duration or deeper affordability.

Mayor Elliott stated he wants to see affordability for a long time. He added the City has to make choices and has been stuck with these choices for far too long. He noted 60% AMI is still $60,000 per year, and Brooklyn Center's average is $53,000, so even the proposed programs are not much of a solution, although they have the potential to help. He noted there is a limited amount of funding. He asked how far it will get us, and what strategies will work for a limited period of time.

Mayor Elliott stated he supports a lower median income and trying to find a way to have it be a meaningful length of time that the units are affordable for. He added the housing crisis is one of the biggest crises in the country, and these ideas have been around for a long time. He noted he had mentioned that Minneapolis is doing rent control. He expressed concern that Brooklyn Center will spend money to implement these programs that will potentially not work, without knowing the outcomes.

Mayor Elliott stated he talks to people around the country, and there are other solutions out there. He added Minneapolis is moving to rent control, and no one was thinking of that as a viable solution 2 years ago. He asked what the effect of rent control for Brooklyn Center would be.

Mayor Elliott stated the City Council should be proactive about creating affordable options for residents and also people who want to live in Brooklyn Center. He added Ms. Beekman stated that "nearly all" the local housing is affordable. He added he wants a specific breakdown of where

the affordable units are, and what are the percentages by area. He noted that will help create a more complete picture.

Mayor Elliott stated the City must create more variety in housing stock and affordable housing; and protect existing affordable housing. He added he is willing to move forward cautiously on NOAH programs, and keep an eye on rent control efforts in Minneapolis to see how that pans out in the courts. He added he is ready to move forward with inclusionary, maybe on a case-by-case basis, and get more clarity around the NOAH policy. He noted he wants to see specific costs related to implementing the different policies, and what are the potential impacts on housing affordability.

Councilmember Butler stated she is listening to what others have to say and taking it all in. She added the figures are important to understand what we are committing to. She asked what the timeframe is for the housing study, and what would be the drawbacks of waiting for the housing study before making any decisions.

Ms. Beekman stated the housing study will be quantitative and qualitative analyses of the City's housing stock, conditions, current community, and projected growth. Housing policies around the country will be reviewed for effectiveness, and recommendations identified for moving forward with a City-wide housing policy. The impacts of development on housing stock are being reviewed, as well as how to reposition development moving forward. The qualitative portion will be overseen by a Housing Advisory Council that Dr. Lewis has been putting together in the community, and their first meeting is scheduled for February 10, 2021. The Advisory Council will help frame research questions and the scope of the study and provide final recommendations in the fall 2021.

Councilmember Ryan stated he is interested in the 4D program despite concerns about difficulties due to tax shifts and burdens on single family homeowners. He added he has the sense that 4D can do the most to preserve affordable housing units and mitigate concerns about displacement. He noted he is concerned that enforcing rent limitations on landlords can create situations where there is a lower return on investment, and landlords may resort to deferred maintenance. He noted, however, as with any public policy choice, as situations and conditions change, policies can be adjusted.

Ms. Beekman stated Councilmember Ryan's point regarding preservation vs. creation is well-made. She added the cost of creating new affordable housing will be more expensive than preserving an existing affordable unit. She stressed the importance of identifying and leveraging funding opportunities.

Ms. Beekman stated there is a lack of resources at the State and federal levels to address these issues. She added communities that adopt these measures will see more units preserved over time than communities that do not. She agreed it is not enough and it would be desirable to have more resources for administering these types of programs.

Mayor Elliott asked whether rents at Sonder House will be $1,100/month for a 1-bedroom unit. Ms. Beekman stated she is unsure but agreed to look it up. Mayor Elliott expressed frustration

that $1,100 is not affordable for many families. He stated he is concerned about how much money will have to be put toward affordable housing strategies over time, and what impact it will have. He added he firmly feels that he needs that information, as well as the results of the housing study, to make any decisions.

Ms. Beekman stated a 1-bedroom unit at Sonder will average $970/month.

Mayor Elliott asked if Ms. Beekman knows amount of the average mortgage in Brooklyn Center. Ms. Beekman stated she does not have that information.

Mayor Elliott stated the cost of renting an apartment in an affordable development is significantly higher than buying a home. He added he cannot underscore enough how costly this is, and people are spending 50-60% of their income on housing.

Councilmember Graves stated she agrees that she would like to get recommendations from the housing study to understand the City's housing goals, and especially NOAH and inclusionary housing. She added she likes inclusionary because it can be discussed on a case-by-case basis, one development at a time. She noted she feels more ready to move forward with inclusionary housing than NOAH.

Councilmember Graves stated it is important to note the different programs in place for homeowners in Brooklyn Center, including down payment assistance for first time homebuyers who are renters in Brooklyn Center, and a program with funds for home rehabilitation and maintenance at a lower rate.

Ms. Beekman stated the City's down payment assistance program is supported by CDBG funding to help renters purchase property. She added a challenge is that there is not a lot of homes for sale that meet affordability requirements due to the current housing market. She noted the housing study will take a look at what the needs are for homeowners as well as renters, what should be the priorities, and how to achieve outcomes.

Ms. Beekman stated a large part of CDBG funding goes to the housing rehab program providing funds for low- and moderate-income homeowners to do property maintenance improvements to their properties. She added a program through the Center for Energy and the Environment for homeowners for home improvements at a reduced interest rate. She noted there are multiple different programs that the City participates in to support homeowners, and that is a focus of the housing study.

Councilmember Graves stated, thinking about the rent-to-home ownership program, maybe a few could be reserved for someone who wants to stay in the City but upgrade to a nicer home, so they are not displaced. She added have the added benefit of opening up more low-priced homes in Brooklyn Center.

Ms. Beekman stated the housing study will help the City Council decide on potential goals and funding sources, and how to ensure that resources are leveraged to achieve the goals. She added potential goals include reducing racial disparities, home ownership and wealth creation,

Mayor Elliott stated he would support expanding the program to include families that have students who attend Brooklyn Center schools. He added he intends to make that proposal at the City Council's upcoming meeting.

Mayor Elliott asked whether there were any members of the public who wished to comment. There were no public comments.

Mayor Elliott asked whether Councilmembers have any additional questions or comments.

Councilmember Graves stated she would appreciate if Ms. Beekman could pull together information regarding what Brooklyn Center properties are at what AMI's, both rental and single-family homes.

Ms. Beekman stated the information is not readily available as that data is not tracked, but she will work on it.

Mayor Elliott thanked the meeting attendees. He added Councilmember Graves asked for additional information, and Councilmember Butler wanted to wait to make recommendations until the housing study is complete. He noted he would like further information regarding costs, other options, policies being implemented by other cities, and what will give the most benefit. He thanked everyone for participating in the conversation.

ADJOURNMENT

Councilmember Graves moved and Councilmember Ryan seconded adjournment of the City Council Work Session at 8:26 p.m.

Motion passed 4-0 (Councilmember Lawrence-Anderson did not respond).

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
FEBRUARY 8, 2020

CALL TO ORDER

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

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Mayor Elliott asked if there were any discussion on tonight's agenda items.

City Manager Curt Boganey informed that item 6c could be voted on consent or be moved due to a Councilmember having a potential conflict of interest.

Mayor Elliott elected to move item 6c to 10a under Council Consideration items.

MISCELLANEOUS

-None

DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION DISCUSSION

Ms. Beekman stated an estimated $258,000 in CDBG funding will be allocated to Brooklyn Center. In 2020, the City funded the Housing Rehab Program and Down Payment Assistance with CDBG funds. A total of $100,000 was allocated toward the Home Buyer Assistance in 2020. Two down payment loans were closed, with low numbers attributed to the pandemic and a lower number of homes available on the market. The current Housing Study will help determine how these funds should be used. The funding can be rolled over, and the program can be adjusted, and funds reallocated as necessary to support similar but more effective goals.

Ms. Beekman reviewed other potential uses for the funding that have been reviewed with County representatives, including scattered site acquisition/rehab, which could have a limited reach; and small business entrepreneur funding to support job creation, although extensive reporting is required. The County felt that EDA funds would be a better source for entrepreneurial support. Other options for funding include infrastructure improvements, which triggers Federal fair wage standards.

Ms. Beekman stated the down payment assistance program could be modified to increase use, by removing the residency requirement but still giving priority to residents; and increasing the maximum assistance amount from $7,500 to $10,000. City Council considered modifying the program to include residents who are not first-time home buyers, for which there is no County requirement; and potentially expanding the program to include families of students who attend Brooklyn Center schools.

Ms. Beekman stated City Staff recommends moving forward with the same allocations as last year, to fund existing programs, and additional needs may be identified through the Housing Study. She requested City Council input regarding whether there are other program areas that City Staff should research, and whether there is City Council support for a Resolution approving the recommended allocations to be reviewed at the February 22, 2021 meeting, at which a Public Hearing is scheduled.

Mayor Elliott asked whether the down payment assistance could be extended to business owners. Ms. Beekman stated the City has the authority to determine eligibility criteria. She added City Staff can look into it.

Mayor Elliott stated he supports using the funding for business owners to purchase businesses in Brooklyn Center, and non-resident families of current Brooklyn Center students to purchase homes. He added he would not be in support of expanding it broadly beyond that. He stressed the importance of focusing efforts on who we want to help and providing access to this funding source to people who have not historically had access to home ownership. He noted information on the program should be translated into multiple languages and distributed to apartment complexes.

Councilmember Butler asked what happens to the funds that do not get spent, since the program has been moving slowly. Ms. Beekman stated excess funds remain in the program and can be reallocated to other programs, but the County wants to see them allocated and spent. She noted, for the time being, the County is fine with rolling over the funds to the next program year.

Councilmember Butler stated she would like to keep the program as it is. She added she supports the two programs that are currently being funded.

Mayor Elliott asked whether Councilmember Butler would support expanding eligibility to include families of Brooklyn Center students and small businesses owners. Councilmember Butler stated that is fine if they are buying in Brooklyn Center.

Council Member Ryan stated, going way back, there has never been enough funding for these worthy purposes. He added he agrees with other members that the home buying program and

home rehab program are very good and worthy programs. He added, however, there has been limited use of the down payment program, and over 114 residents currently on the wait list for the rehab program. He noted perhaps the City Council should consider shifting more resources to the rehab program, to help more people. He noted the City will be better able to address these issues when the Housing Study is completed.

Councilmember Ryan asked Ms. Beekman for clarification regarding income restrictions for the down payment program. Ms. Beekman stated the program is restricted to incomes that are 80% Area Median Income or less.

Councilmember Ryan stated the minimum income requirement ensures that the down payment program is allocated to residents who can sustain a mortgage. He added reasonable income restrictions should provide eligibility for whoever would want to apply, including the additional people that have been mentioned.

Councilmember Graves stated she is not opposed to expanding down payment assistance to include school families and potentially small businesses, as they would still need to meet income requirements. She added she is also not opposed to adding more funding to the rehab program. She noted the Housing Study will provide a review.

Councilmember Lawrence-Anderson stated she supports opening the program up to families of students in the School District and employees. She added there is a great need for the home rehab program. She noted this could be a pilot year to determine whether to continue allocating funds for loan assistance, and whether more funding should be allocated to home rehab.

Mayor Elliott asked who is the City Staff contact person for these programs. Ms. Beekman stated the contact person is Deputy Community Development Director Jesse Anderson.

Mayor Elliott asked whether there are any comments from community members.

Matt Branch stated this is a great topic, as he has a friend who bought a house in Brooklyn Center 2 weeks ago, and she struggled to find information on the down payment assistance program, and could not contact anyone, so ended up going a different route. He added there needs to be more education and public awareness around this program.

Zarita Hester stated it seems like it is difficult to find information about this program, which is probably why there are not many applications. She added the City should use a targeted approach, so people know the funds are available.

Alfreda Daniels asked whether there is someone at City Hall that people can call to ask questions about the program. She asked whether there is a loan requirement that people must take a class, especially first-time home buyers, as education is very important for people to know how to keep their home. She asked whether the program extends to people with convictions.

Ms. Beekman stated there is no requirement for people to take a class, and that is an excellent idea. She added the City has put on quarterly home buyer classes, and the funding program is advertised at those classes. She noted there is no background check associated with these funding programs.

Mayor Elliott asked whether citizenship is an eligibility requirement. Ms. Beekman stated she is not aware of a U.S. citizenship requirement, but she agreed to find out. She added that requirement has not been added by the City.

Ms. Hester asked what has been done so far to educate the community about the program.

Ms. Beekman stated the programs are advertised on the City website, and they have been added to the City newsletter. A city-wide mailing was sent to all rental units within Brooklyn Center, with an informational brochure, list of community resources and tenant rights, and an advertisement for the program. Rental inspectors carry informational brochures when they are conducting inspections and talking to residents, and they can provide information on a variety of resources, including this program.

Mayor Elliott asked how many people it would take to expend the funds. Ms. Beekman stated the individual amount is capped at $7,500 but could be increased to $10,000. There is approximately $135,000 in the fund, with an additional $100,000 to be allocated, so that would support funding for 25-30 households.

Alfreda Daniels asked whether this is an annually funded program. Ms. Beekman stated CDBG funds are allocated annually, and the City Council determines how they will be allocated. She added this is the third year of the program.

Ms. Daniels stated, when she bought her home, she was told this was a grant, but it is really a loan. Ms. Beekman stated it is a forgivable loan over a 5-year period with no interest, that becomes a grant after a resident stays in the home for 5 years.

Mayor Elliott asked whether the home has to be homesteaded. Ms. Beekman confirmed this, adding the home must be occupied by the owner. If the home is sold before the end of the 5-year period, the homeowner would need to pay back whatever amount of the loan is left on the term.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Mayor Elliott closed the Study Session at 6:50 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

REGULAR SESSION
FEBRUARY 8, 2021

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor Mike Elliott at 6:51 p.m. The meeting was conducted via Zoom.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

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

Alfreda Daniels requested an update on the Code of Conduct for City Councilmembers. She added this issue is important to her and her neighbors when they are participating in meetings.

Mayor Elliott stated the City Council is working through this process with a consultant.

Mr. Boganey stated the City Council has committed to a process, working with Common Sense consultants over the next few months in a variety of areas including a discussion regarding Code of Conduct. Councilmembers are making individual appointments with the consultants, and the City Council's February 22, 2021 meeting will include a discussion with the consultants.

Ms. Daniels stated she would like to receive updates on that since that is something the community has requested.

Randy Christensen stated he has faith in the City Council and City Staff to ensure that the proper decisions are made, and there should not be a quick decision on a Code of Conduct. He requested that the Code of Conduct should include guidelines for the City's Commissions as well as the City Council.

Mayor Elliott stated his view is that the Commissions can set up their own Code of Conduct.

Mr. Christensen stated he does not believe it should be a Commission function, but rather direction should be given by the City Council.

Ms. Daniels stated, as a current Commission member, she believes the Commissioners should create their own Code of Conduct. She added she is committed to holding the Commission accountable.

Melissa Carey stated there has been discussion about how information is not getting out to residents, and the City's neighborhood engagement liaison should be paid more than $11/hour. She added they should be required to provide something tangible back to whoever they report to. She noted another language is considered a plus for the position, and $11/hour for someone who speaks another language is laughable.

Mayor Elliott stated he agrees with the residents' comments about compensating people for their skills. He added a living wage for City staff is being reviewed.

2. INVOCATION

Councilmember Butler read a poem, "Still I Rise" by Maya Angelou, to recognize and honor Black History Month. She added the theme this year is "Black Family Representation, Identity and Diversity."

Still I Rise

You may write me down in history
With your bitter, twisted lies,
You may trod me in the very dirt
But still, like dust, I'll rise.

Does my sassiness upset you?
Why are you beset with gloom?
'Cause I walk like I've got oil wells
Pumping in my living room.

Just like moons and like suns,
With the certainty of tides,
Just like hopes springing high,
Still I'll rise.

Did you want to see me broken?
Bowed head and lowered eyes?
Shoulders falling down like teardrops,
Weakened by my soulful cries?

Does my haughtiness offend you?
Don't you take it awful hard
'Cause I laugh like I've got gold mines
Diggin' in my own backyard.

You may shoot me with your words,

You may cut me with your eyes,
You may kill me with your hatefulness,
But still, like air, I'll rise.

Does my sexiness upset you?
Does it come as a surprise
That I dance like I've got diamonds
At the meeting of my thighs?

Out of the huts of history's shame
I rise
Up from a past that's rooted in pain
I rise
I'm a black ocean, leaping and wide,
Welling and swelling I bear in the tide.

Leaving behind nights of terror and fear
I rise
Into a daybreak that's wondrously clear
I rise
Bringing the gifts that my ancestors gave,
I am the dream and the hope of the slave.
I rise
I rise
I rise.

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor Mike Elliott at 7:13 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Graves moved and Councilmember Butler seconded to approve the Agenda and Consent Agenda, as amended, and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. January 25, 2021 – Study Session
2. January 25, 2021 – Regular Session
3. January 25, 2021 – Work Session

6b. LICENSES

Mechanical Licenses

Carlson Plumbing	16440 7th St Ln S Lakeland MN 55043
Endless Quality and Comfort	1010 Newton Ave N Minneapolis MN 55411
McQuillan Brothers	1711 Highway 36 Maplewood MN 55109
Ron's Heating & A/C	2747 Garfield St NE Minneapolis MN 55418

RENTAL

INITIAL (TYPE IV – one-year license)	
5661 Northport Dr	Allan Kemboi
INITIAL (TYPE III – one-year license)	
4522 Kathrene Dr	Evanstus Ejimadu / Motivate Home Services
INITIAL (TYPE II – two-year license)	
5627 Knox Ave N	Ross Herman / Prop Operam Sub XIII LLC
5415 Penn Ave N	Paul Leintz
RENEWAL (TYPE IV – one-year license)	
5700 Camden Ave N	Quality Residences / Danmark Properties LLC - met requirements
RENEWAL (TYPE III – one-year license)	
5330 Girard Ave N	Charles Jing Bright/Wagner Property Rentals
7024 Oliver Cir	Juliana Koe
RENEWAL (TYPE II – two-year license)	
2833 67th Ln N	Konrad Wagner/Wagner Property Rentals II
RENEWAL (TYPE I – three-year license)	
1308 68th Ln N	Konrad Wagner/Wagner Property Rentals –

	met requirements
6107 Emerson Ave N	Lydia Yeboah - met requirements

6c. RESOLUTION NO. 2021-34 AUTHORIZING ACQUISITION OF EASEMENTS FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS PROJECT NO. 2021-05 - This item was considered as Agenda Item 10a.

6d. RESOLUTION NO. 2021-35 APPROVING AND AUTHORIZING EXECUTION OF LIMITED USE PERMIT AGREEMENT FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS WITHIN STATE RIGHT-OF-WAY BETWEEN CITY OF BROOKLYN CENTER AND MINNESOTA DEPARTMENT OF TRANSPORTATION

6e. RESOLUTION NO. 2021-36 APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NO. 2021-05, BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS

6f. RESOLUTION NO. 2021-37 APPOINTING COUNCIL MEMBERS TO OUTSIDE ORGANIZATIONS

6g. LEGISLATIVE PRIORITIES UPDATE

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. PRESENTATION FROM HENNEPIN COUNTY COMMISSIONER JEFF LUNDE

Mayor Elliott introduced newly elected Hennepin County Commissioner Jeff Lunde.

Hennepin County Commissioner Jeff Lunde stated, as former Mayor of Brooklyn Park, he is very familiar with Brooklyn Center but still has lots to learn. He added he is chairing the Public Safety Committee for Hennepin County, and co-chairing IGR, to move the County's mission forward. He introduced his team and invited them to address the City Council.

Vicky Soukaseum, Policy Aide to Commissioner Lunde, stated she comes from the Ramsey County Board of Commissioners, with a background in affordable housing and housing and redevelopment. She added she looks forward to serving the City of Brooklyn Center.

Anna Schmiel, Policy Aide to Commissioner Lunde, stated she comes to the Commissioner's office from the Northside Economic Opportunity Network (NEON) in North Minneapolis, a small business incubator. She added she helped small businesses access CARES funding during the first part of the pandemic. She noted she is excited to work with the City of Brooklyn Center.

Commissioner Lunde stated he and his team have begun to meet with City Staff and schedule meetings with Councilmembers, to provide his support and assistance, and put the resources of the County behind the City of Brooklyn Center. He noted the real focus right now is Covid, and the next few months will be the worst, in terms of mental and financial stress. He added a goal is to help businesses thrive through the pandemic. He noted helping people survive Covid is the number one priority.

Commissioner Lund stated, as Chair of Public Safety, he works with all aspects of County law enforcement and the criminal justice system. He added Public Safety is moving forward in preparation for the trials of the four officers accused of killing George Floyd, with jury selection to begin on March 8, 2021. He noted Public Safety is committed to protecting court proceedings and First Amendment rights, as well as property and safety, and to ensure the court system delivers justice.

Commissioner Lunde stated, with regard to Highway 252, the Minnesota Department of Transportation (MnDOT) has ordered an Environmental Impact Statement (EIS), and the results are still forthcoming. He added this will restart the process, which is being led by the State.

Mayor Elliott thanked Commissioner Lunde and his team for their presentation. He asked what role they will play in the Highway 252 planning process. Commissioner Lunde stated the process will be run by MnDOT, with processes in place to involve different agencies. He added engagement work will begin after the EIS is complete.

Mayor Elliott asked what the EIS study will entail. Commissioner Lunde stated the full statement will be completed from the beginning, and everyone will be involved. He added it is possible that the EIS process will result in different recommendations or amendments.

Mayor Elliott stated MnDOT's data has shown traffic will increase in Brooklyn Center but decrease everywhere else. He added Brooklyn Center has the highest rates of respiratory illness, including asthma, as well as hospitalization and Emergency Room visits, and is consistently in the top 5 communities for Covid cases. He noted there is a correlation between pre-existing conditions and the virus, and communities along Highway 252 are situated differently. He asked whether these issues will be considered.

Commissioner Lunde stated he plans to bring in County representatives with experience in these types of health concerns to look at root causes and bring their expertise to bear. He added a role of the County Commissioners is to provide access to resources to support solutions.

Councilmember Graves congratulated Commissioner Lunde. She added Brooklyn Center will take him up on his offer of providing resources at the County level to help move the City's initiatives forward. Commissioner Lunde agreed.

Councilmember Ryan welcomed Commissioner Lunde and thanked him for his presentation. He added he echoes the sentiments of Councilmember Graves. He noted the cities of Brooklyn Center

and Brooklyn Park have a long-standing working relationship, and he looks forward to Commissioner Lunde's commitment to continuing that connection in his new role.

Councilmember Lawrence-Anderson congratulated Commissioner Lunde and his staff. She added she looks forward to working with him, and especially the one-on-one meetings that Commissioner Lund has offered, to discuss each of our personal priorities. She expressed his appreciation of his efforts in reaching out in that way.

Mayor Elliott asked what the priorities of the Public Safety Committee are, especially as it relates to black and hispanic communities. Commissioner Lunde stated, during Covid, the County made every effort to keep people out of jail, which has resulted in successful efforts and reduced jail occupancy. He added his office has been focused on foster care and maintaining parents' rights, and providing support so parents are less likely to lose their kids.

Mayor Elliott stated recent studies have shown that racism has cost the United States $16 trillion over the past 2 decades. He asked what initiatives or efforts the Commissioner plans to undertake to address systemic racism.

Commissioner Lunde stated the Office of Diversity, Equity and Inclusion is imbedded in the legislative platform, to evaluate disparities and impacts; review barriers; and work with non-profit partners to create easier processes and systems for residents.

Mayor Elliott stated $13 trillion was lost because of discriminatory practices and 6.1 million jobs were not generated as a result. He asked whether the County has a program in place to fill gaps related to lending. Commissioner Lunde stated a program is in the works to bridge the gap and provide support for funding for down payments. He added the evictions moratorium will expire, and evictions and foreclosures will happen. He noted the County is working to have a plan in place for when the moratorium is removed.

Mayor Elliott asked about programs for entrepreneurs. Commissioner Lunde stated Ms. Schmiel has a background in entrepreneurship and providing support to small businesses.

Councilmember Graves moved and Councilmember Lawrence-Anderson seconded to receive the presentation from Hennepin County Commissioner Jeff Lunde.

Motion passed unanimously.

7b. PRESENTATION FROM CATRICE O'NEAL ON BROOKLYNK

Brooklynk Program Manager Catrice O'Neal gave a presentation on 2020 program highlights and the 2021 adopted budget. She added Brooklynk seeks to create partnerships for youth to develop pathways to college and career. She noted Brooklynk welcomed a new staff over the past year, and tackled many challenges related to the pandemic.

Ms. O'Neal stated Brooklynk delivers "Get Ready" youth training; hosts a regional youth job fair and job board; provides summer internships; and maintains an alumni network. "Get Ready" was

shifted to an online hybrid format, with in-person and virtual internships, as well as newly-designed 6-week paid training. The youth represent 20 different cultural backgrounds, with 96% students of color. In 2019-20, programming was funded by the city of Brooklyn Park with three State grants, and 224 youth completed "Get Ready" training. In the summer, 112 youth applied for summer opportunities with 20 business partners, and $50,000 in additional funding was secured to support Covid-related work activities.

Ms. O'Neal stated Brooklynk adopted its 2021 budget and anticipates new revenues this year. A Work Force Innovations and Opportunities grant of $150,000 is being sought. If the grant is received, expenditures will include one full-time program staff.

Councilmember Graves thanked Ms. O'Neal for her report. She added she is happy to see new staff at Brooklynk and see so many young people engaging in its offerings, despite the pandemic. She asked whether youth are compensated for training.

Ms. O'Neal stated youth were paid a $600 stipend for full participation in the 6-week online training.

Councilmember Graves asked how relationships with different schools has been going. Ms. O'Neal stated Brooklynk has a network of about 40 partners, including school districts, with whom they have an excellent relationship. She added the "Get Ready" training has been made available to both school districts via Google classroom to prepare students for potential summer internships.

Mayor Elliott asked what the breakdown is of youth that are served in the program, between the two cities. Ms. O'Neal stated Brooklynk's strategic priority is 50/50 split for summer interns, with 300 students completing the program. She added the current participation is about 40% of students from Brooklyn Center.

Mayor Elliott thanked Ms. O'Neal for her presentation. He asked her to make her presentation available to City Staff. Ms. O'Neal agreed.

Mr. Boganey stated City Staff recommends that the City Council make a motion to receive the presentation.

Mayor Elliott requested that Ms. Beekman's presentation be made available to the City Council.

Councilmember Ryan moved and Councilmember Elliott seconded to receive the Brooklynk Presentation from Catrice O'Neal.

Motion passed unanimously.

8. PUBLIC HEARINGS

-None.

9. PLANNING COMMISSION ITEMS

-None.

10. COUNCIL CONSIDERATION ITEMS

10a. RESOLUTION NO. 2021-34 AUTHORIZING ACQUISITION OF EASEMENTS FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS PROJECT NO. 2021-05

Councilmember Graves stated she would abstain from voting as her home address is within the project area.

Mayor Elliott moved and Councilmember Butler seconded to adopt RESOLUTION NO. 2021-34 Authorizing Acquisition of Easements for Brooklyn Boulevard Corridor Project Phase 2 Improvements Project No. 2021-05.

Councilmember Graves abstained from the same. Motion passed.

11. COUNCIL REPORT

-None.

12. ADJOURNMENT

Councilmember Butler moved and Councilmember Graves seconded adjournment of the City Council meeting at 8:26 p.m.

Motion passed unanimously.

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL/ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER IN THE COUNTY OF HENNEPIN AND THE STATE OF MINNESOTA

WORK SESSION
FEBRUARY 8, 2021

CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in Work Session called to order by Mayor/President Mike Elliott at 8:27 p.m. The meeting was conducted via Zoom.

ROLL CALL

Mayor/President Mike Elliott and Councilmembers/Commissioners Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, Police Chief Tim Gannon, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CHAPTER 27 OF CITY CODE OF ORDINANCES REGARDING PARKING – SNOW EVENT PARKING

Mayor/President Elliott stated many Brooklyn Center families are experiencing financial hardship due to the pandemic. He added he imposed a temporary suspension on towing of vehicles during snow events, and the City took administrative steps to allow people to spread the cost of reclaiming their vehicles over several months. He noted Public Safety has made efforts to remind people to remove their vehicles.

City Manager Curt Boganey stated a 2018 amendment to Chapter 27 of the City Code of Ordinances allows towing of cars that are parked illegally after declaration of a snow emergency. The goal of this Ordinance was to allow for more efficient, timely and safe snow removal, improve driving conditions, and increase resident satisfaction with snow removal efforts. Concerns were raised at that time regarding the potential inconvenience and financial costs that car owners would experience if their car were to be impounded. Mitigation strategies were put in place, to notify residents in advance of a declared emergency, giving them time to move their cars and limit the number of cars that were towed.

Mr. Boganey stated, in the first season, there were 156 citations issued; 122 impounds; and 214 saves, or cars that were removed in advance; and 10 unclaimed impounded vehicles. In the second season, there were 151 citations; 33 impounds; 31 saves; and 10 unclaimed impounds. Entering the third season, City Staff developed a pilot Impound Vehicle Release Payment Agreement, which allows residents to retrieve their car with a $50 down payment and the balance to be paid over time. There were fewer citations and no impounds, due to the Mayor's Proclamations.

Mr. Boganey requested City Council feedback and recommendations on this issue. He added City Staff goes out into the community to notify residents to move their car and avoid impound in case of a snow emergency. He noted this is a use of staff resources and, due to the Mayor's Proclamations, there is minimal effect because there are no impounds.

Mr. Boganey stated there is an expectation among residents that vehicles can and will be impounded under certain circumstances. He added City Staff are unable to communicate clearly to the community whether there will be impounds due to the indefinite nature of the Mayor's Proclamations. He noted City Staff continues to receive resident complaints regarding snow plowing efforts, and the snow removal process is less efficient and more costly.

Mr. Boganey stated City Staff requests direction from the City Council regarding possible action related to the amended Ordinance, including temporary support for the Mayor's Proclamations; an Ordinance amendment prohibiting impound of vehicles; a Resolution prohibiting the issuance of further Proclamations that may interfere with the enforcement of City Ordinances; or other City Council direction.

Mayor/President Elliott stated he issued the Proclamations to halt the towing of vehicles, which places a financial burden on families, and exacerbates the effects of the pandemic. He added, at the time of the Proclamations, he went door-to-door to notify residents, and people were grateful for the information. He noted he feels very strongly that the Proclamations were issued to support resident economic stability.

Mayor/President Elliott stated a neighboring city had a similar ordinance, and prior to the pandemic, they decided not to support the Ordinance because certain areas of the city were more affected than others. He added this is the type of law that predominantly affects lower income people. He noted he believes the City Council should move in the direction of lifting this Ordinance.

Councilmember/Commissioner Graves stated she strongly agrees with most everything that was said by Mayor/President Elliott. She added she voted against the Ordinance amendment in 2018, and she wanted to discuss the City's parking Ordinances in general, related to equity. She noted she would support removing the Ordinance and having a deeper conversation about equity in some of the City's other Ordinances.

Councilmember/Commissioner Butler stated she voted against the Ordinance as well, and she agrees with Councilmember/Commissioner Graves' statements of support for removing the Ordinance.

Councilmember/Commissioner Lawrence-Anderson stated she has mixed feelings about the Ordinance. She added, due to the pandemic, she would support a no-tow amendment to the Ordinance. She noted she understands the financial hardship, but residents appreciate when the streets are plowed curb to curb. She noted further discussion would be valuable going forward, to determine whether the City Council supports a complete revision of the Ordinance.

Councilmember/Commissioner Ryan stated he concurs with the remarks of Councilmember/Commissioner Lawrence-Anderson. He added, in spite of safety and convenience considerations, he understands that the current health crisis has created a unique situation, and many residents are in a difficult financial place. He noted residents have always had high expectations of plowed streets following a snow fall. He stressed the importance of addressing these issues while recognizing the hardship which many households are experiencing.

Mayor/President Elliott stated the City Council's comments indicate that they are in favor of moving forward with alleviating issues caused by this Ordinance.

Mr. Boganey stated the City Council has expressed a consensus to eliminate the towing provision, and City Staff can provide amended language to be reviewed at an upcoming Work Session. He added a Resolution could be drafted to place a moratorium on impounding cars for the balance of the winter season. He noted this would preclude the necessity of issuing new proclamations.

Mayor/President Elliott asked how many parking tickets were issued, and the amount of the tickets. Mr. Boganey stated there were 116 citations, as referenced in the presentation. He added he does not know the dollar amount, but he can get that information.

Councilmember/Commissioner Ryan stated, to be clear, he supports a moratorium on towing and impounding cars that would apply for the remainder of the pandemic, for a specific period of time, until it is lifted. He added he does not support a moratorium that would remain in place for an indefinite period of time.

EARLE BROWN NAME DISCUSSION

Mr. Boganey stated the City Council has had discussions regarding changing the City's properties that bear the "Earle Brown" name. Questions have arisen about Earle Brown and his involvement in illegal activities, and the City Council directed City Staff to find out more information. On January 25, 2021, the City Council agreed to change the name of the community celebration to "Brooklyn Center Days". City Staff was unable to contact the author of a book on Earle Brown, and no other verifiable information was available to aid in deliberation on this issue.

Mr. Boganey requested City Council feedback and comment regarding whether the name of the convention center should be changed. He added City Staff can provide the City Council with cogent facts and potential options for consideration.

Mayor/President Elliott stated the City Council, by changing the name of the City celebration to Brooklyn Center Days, has indicated that continuing to name properties after Earle Brown is problematic. He added it makes sense to consider new names for the conference center and City streets to ensure that the correct message is being sent, and that Brooklyn Center is an inclusive community. He noted the school district took steps last year to rename an elementary school. He expressed his support for moving forward with name changes and adding this item to an upcoming City Council agenda to make formal changes to the names of City property.

Mayor/President Elliott stated community members have joined the meeting and may wish to comment.

Melissa Carey stated she appreciates the thoughtful dialogue, and she supports changing the name. She added Councilmember/Commissioner Graves had suggested honoring native lands with input from communities that have been displaced. She noted she has the book about Earle Brown, and at a minimum, his inaction is enough to disqualify him from being honored.

Councilmember/Commissioner Lawrence-Anderson stated she supports any name change. She added, however, the reality is that it was his farm, on land that he owned and donated to the University of Minnesota before it was purchased by the City of Brooklyn Center. She noted she supports changing the name of the City celebration to Brooklyn Center Days.

Councilmember/Commissioner Lawrence-Anderson stated she would welcome input from City Staff as well as information related to costs associated with the change. She added there may be repeat customers of the conference center who are unable to find it again. She noted she would like to receive more information from City Staff.

Councilmember/Commissioner Ryan stated he supports changing the name of the conference center. He added City Staff and the City Council can consider ways to come up with a name that resonates for the community, and given public perception, there is no way the original name should be retained, due to the perception it entails. He noted a city like Brooklyn Center can in no way accept a name that is in the most remote way associated with such an odious past.

Councilmember/Commissioner Ryan stated historians and others may argue about the actual role of Sheriff Earle Brown and what he did or did not do, but that is not the point. He added the most important consideration is the public perception of what he might have been, and whether the City wants to be affiliated with that. He noted the name can be changed and there are marketing mechanisms to overcome obstacles related to changing the name, in terms of online searches and repeat patronage.

Councilmember/Commissioner Ryan reiterated his support for changing the name of the conference center as well as any streets. He added we want to be who we are.

Mayor/President Elliott stated City Staff can provide a list of streets and facilities owned by the City that will require name changes, to be considered all at once.

Mr. Boganey stated a list of properties and streets can be provided, but he is unsure about the City Council's direction. He added City Staff can provide a broad analysis with multiple options regarding how to address the question of changing the names. He noted this would give the City Council something to discuss and reach a consensus.

Mayor/President Elliott stated the City Council would like a list of places and locations that will need a name change and costs associated with name changes, especially the conference center. He added there is a City Council consensus in favor of moving forward with name changes for all streets and buildings that were named after Mr. Brown by the City of Brooklyn Center. He noted

a presentation and Resolution could be included in an upcoming City Council meeting, including ideas for names, and potential community engagement opportunities.

Councilmember/Commissioner Lawrence-Anderson agreed that community input is necessary for changing the name. She added she would like to have community feedback, input and recommendations. She noted maybe a survey could be placed on the City website.

Councilmember/Commissioner Ryan stated the recent revision of the City's logo could be a model for proceeding with the name changes. He added the community was engaged, and a number of different logo ideas presented. He noted the name and logo should be something that is emblematic of the City, that would resonate with the City's diverse communities, as well as customers coming into Brooklyn Center.

Mayor/President Elliott stated he is excited to hear input from the community on this issue. He added he supports Councilmember/Commissioner Lawrence-Anderson's idea of a website survey, but a broader reach should be considered.

PARKING ORDINANCE DISCUSSION (CONT'D)

Mr. Boganey stated, with regard to the Parking Ordinance Discussion, Police Chief Tim Gannon has expressed concerns about overnight parking provision. He added he is concerned that the provision may not be equitable in its implementation within different areas of the City.

Police Chief Tim Gannon stated, with regard to a statement he made regarding parking restrictions, he brought forward an Ordinance amendment to the 2:00-6:00 a.m. parking restriction, based on the fact that a year-found Ordinance has a negative impact on the community and is not equitable, and should be a seasonal prohibition. He added the Police Department is very proud of its snow parking efforts for the past four years, including knocking on doors and warning people to move their cars. He noted he understands the compassionate view of the City Council, and cars will not be towed.

Chief Gannon stated he wanted to clarify that the City is not able to put the same effort and energy into a 2:00-6:00 a.m. restriction as they would with a restriction based on weather events.

Mr. Boganey stated he and Chief Gannon agree that the 2:00-6:00 a.m. parking restriction, which is enforced on a complaint basis, is not inequitable.

Councilmember/Commissioner Graves stated it was not her intention to misinterpret Chief Gannon's statements regarding whether the City's parking Ordinances were equitable or not. She added she supports removing the snow parking Ordinance. She noted she hopes through this conversation that other Ordinances can be reviewed, like overnight parking.

POLICE CIVILIAN REVIEW BOARD

Mayor/President Elliott stated he scheduled a Work Session to discuss the potential establishment of a Civilian Review Board, soon after the killing of George Floyd. He added he invited several

experts who have experience with civilian review commissions, including a former St. Paul Review Commission Member. He suggested the following dates for a Work Session for a discussion regarding a potential Civilian Review Board: February 24, March 1, March 3, or March 4, 2021.

It was agreed that the Work Session would be scheduled for March 1, 2021.

Councilmember/Commissioner Graves stated she is unable to attend the February 22, 2021 City Council meeting.

Councilmember/Commissioner Butler stated she is also unable to attend the February 22, 2021 City Council meeting. She added she sent an email a few weeks ago.

Mayor/President Elliott stated it may be necessary to reschedule the February 22, 2021 meeting to ensure a quorum is present.

Councilmember/Commissioner Graves stated it is not necessary to reschedule the February 22, 2021 meeting as there will be a quorum. She added a lighter agenda would be appropriate.

ADJOURNMENT

Councilmember/Commissioner Lawrence-Anderson moved and Councilmember/Commissioner Ryan seconded adjournment of the City Council/Economic Development Authority Work Session at 9:37 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Dr. Reggie Edwards, Deputy City Manager
BY: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

Background:

- The below 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.

Gasoline Service Station Licenses
Boulevard Enterprises Inc 5300 Dupont Ave N
DBA Christy's Auto Service Brooklyn center MN 55430

Mechanical Licenses
Aqualine Mechanical 20785 Idlewild Path
Shorewood MN 55331

Endless Quality and Comfort 1010 Newton Ave N
Minneapolis MN 55411

Ike's Plumbing and Drain Cleaning, Inc 9046 North Highway Dr
Lexington MN 55014

Perfection Heating & Air 1770 Gervais Ave
Minneapolis MN 55109

Signhanger's Licenses
Spectrum Systems 8786 W. 35th Service Rd
Blaine MN 55449

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	7/7/2020	Backup Material

2-22-2021 Rentals	2/16/2021	Backup Material
3-8-2021 Rentals	3/2/2021	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 February 22, 2021								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
5357 71st Cir	Single	Initial	Randy E White	9	III	N/A		
1600 Amy La	Single	Initial	HPA US2 LLC / Pathlight Mgt	0	II	N/A		
2318 55th Ave N	Single	Renewal	Helen Osonowo	5	III			II
6907 Logan Ave N	Single	Renewal	Paul Gathumbi - Met Requirements	0	I			III
541 Lyndale Ave N	Single	Renewal	Brett Hildreth/Dragon Properties Mgt - Met Requirements	1	I	0	I	III
4201 Winchester La	Single	Renewal	Theresa Burns & Eric Poehler	4	II			II
819 Woodbine La	Single	Renewal	FYR SFR Borrow LLC	6	III			II

* 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

*** Initial licenses will not sho\ Type 1 = 3 Year Type II = 2 Year Type III = 1 Year

All properties are current on City utilities and property taxes

Rental Licenses for Council Approval on March 8, 2021								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
6804 Fremont Pl	Single	Initial	Michelle Shaffer	5	III	N/A	III	
2100 55th Ave N	Single	Renewal	Raymond & Cindy Scherbing - met requirements	3	II	0	II	III
3312 65th Ave N	Single	Renewal	Charles E Kaatz	0	I	0	I	I
6116 Aldrich Ave N	Single	Renewal	MNSF II LLC - met requirements	7	III	0	III	III
5553 Aldrich Dr N	Single	Renewal	Geri Williams/NJERI Enterprises	7	III	0	III	I
5549 Brooklyn Blvd	Single	Renewal	Mike L Pederson	1	I	0	I	II
5606 Bryant Ave N	Single	Renewal	MNSF II W1 LLC - met requirements	8	III	0	III	IV
6628 Camden Dr	Single	Renewal	Marie Rickmyer	5	III	0	III	I
6915 Logan Ave N	Single	Renewal	ATV LLC	0	I	0	I	II
5901 Pearson Ave N	Single	Renewal	FYR SFR Borrower	1	I	0	I	II

* 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

*** Initial licenses will not sho\ Type 1 = 3 Year Type II = 2 Year Type III = 1 Year

All properties are current on City utilities and property taxes

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Doran M. Cote, P.E., Director of Public Works

SUBJECT: Resolution Establishing a Parking Moratorium on Towing during Snow EventsParking

Background:

This winter season we have had four snow events. On the first, second and fourth events, Mayor Elliott issued Proclamations nullifying the towing provision of the snow event parking ordinance. On the third event, staff had assumed a Proclamation would be issued so vehicles were not towed.

On February 8, 2020 staff sought direction from the City Council regarding the towing provision of the snow event parking prohibition.

- City Council unanimously directed staff to prepare an ordinance to repeal the towing provision of the snow emergency section of the City Code. In order to avoid a conflict between the City Council direction and current city code, a moratorium on towing vehicles during a snow emergency is needed as an interim measure until the ordinance is in effect.
- The attached resolution implements the interim moratorium on the vehicle towing until such time that an ordinance amendment is adopted.

Budget Issues:

Not towing vehicles during a declared snow event will reduce the need for increased police presence during the event thus reducing costs. Allowing vehicles to park during the event will result in additional costs for Public Works to return to areas and plow where cars had been parked.

Strategic Priorities and Values:

Resident Economic Stability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2021	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. 2021-___

RESOLUTION ESTABLISHING A MORATORIUM ON TOWING VEHICLES DURING A SNOW EMERGENCY

WHEREAS, Section 27-120(2) of the Brooklyn Center City Code prohibits parking on public streets during a declared snow emergency (2.5 inches of snow or more) and indicates vehicles parked in violation of the prohibition may be towed as provided Section 27-121; and

WHEREAS, the City remains under a state and locally declared emergency due to the COVID-19 pandemic and the Mayor has issued emergency proclamations under Section 31-210 to prohibit towing during a snow emergency to avoid adding to the financial impacts of those who are already suffering from the devastating effects of the pandemic; and

WHEREAS, the City Council agrees with the Mayoral proclamations and desires to further the policy direction embodied in them by establishing a moratorium on towing; and

WHEREAS, the City Council is considering its options regarding the snow emergency provision, including whether to adopt an ordinance to amend the provision, but agrees the towing of vehicles during a snow emergency should be suspended during the pandemic and while it continues to consider its policy options regarding towing; and

WHEREAS, adopting this moratorium allows the City staff to plan accordingly and to communicate this temporary prohibition to the City's towing contractor and the public.

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

1. A moratorium is established on towing of vehicles from public streets by the City during a snow emergency under Section 27-120(2).

2. This moratorium does not prohibit the City from towing vehicles for any lawful reason other than a violation of the snow emergency provision.

3. This moratorium is effective immediately and shall continue until the statewide emergency declaration related to the pandemic ends, or the effective date of an ordinance amending Section 27-120(2), whichever occurs first.

_____ _____

Date Mayor

RESOLUTION NO. 2021-__

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 Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Cornelius L. Boganey, City Manager

SUBJECT: Amendment to the 2021 City Council Meeting Schedule

Background:

The 2021 City Council Meeting schedule is being amended to add a March 15, 2021 Town Hall meeting with a discussion around housing.

Budget Issues:

- None

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
2021 City Council Meeting	2/17/2021	Backup Material

2021 City Council Meeting Schedule

Regular City Council Meetings
Council Chambers
City Hall

Study/Work Session	**6:00 p.m.**
Informal Open Forum	**6:45 p.m.**
Regular Session	**7:00 p.m.**
Work Session – After regular session	

Brooklyn Center City Council regularly meets the 2nd and 4th **Monday** each month, unless Monday is a holiday.

January 11
January 25
February 8
February 22
March 8
March 22
April 12
April 26
May 10
May 24
June 14
June 28
July 12
July 26
August 9
August 23
September 13
September 27
October 11
October 25
November 8
November 22
December 13

Additional Meetings – 6 pm start
Jan. 4
Feb. 1
Mar. 1
May 3
Sept. 7

Special City Council Meetings
All dates are **Monday** unless otherwise noted

March 15		**6:00 p.m.**
Town Hall Meeting		CC
April 5		**7:00 p.m.**
Board of Appeal & Equalization		CC
April 19		**6:00 p.m.**
Board of Appeal & Equalization Reconvene		CC
June 7		**6:30 p.m.**
Work Session w/Auditor and Budget Work Session w/Financial Commission		CC
July 5		**6:30 p.m.**
Work Session w/Financial Commission Capital Improvement Plan & Capital Project Funds		CC
July 19		**6:30 p.m.**
Work Session w/Financial Commission 2022 Budget Overview		CC
August 2		**6:30 p.m.**
Work Session w/Financial Commission General Fund – Department Requests		CC
August 16		**6:30 p.m.**
Work Session w/Financial Commission General Fund – Department Requests		CC
September 1 (Wednesday)		**6:30 p.m.**
Work Session w/Financial Commission General Fund – Department Requests		CC
October 4		**6:30 p.m.**
Work Session w/Financial Commission Special Revenue Funds, Debt Service Funds, Internal Service Funds		CC
October 18		**6:30 p.m.**
Work Session w/Financial Commission Utility/Enterprise Funds		CC
December 6		**6:30 p.m.**
2022 Budget Hearing and Special Meeting		CC

CC –Council Chambers located in upper level City Hall
All dates are subject to change.
Call City Hall at 763-569-3300 to verify dates and times.

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Doran M. Cote, P.E., Director of Public Works

SUBJECT: Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project No. 2018-10, Lift Station 2 Rehabilitation

Background:

On March 9, 2020, the City Council awarded Project No. 2018-10 to PCi Roads for the rehabilitation of Lift Station 2. PCi Roads has successfully completed the construction work and is requesting final payment for the project.

Budget Issues:

The original contract amount with PCi Roads for the lift station rehabilitation was $997,000.00. The total value of work certified for final payment is $$975,632.34. The total project cost including contingencies/administration/engineering/legal is $1,088,312.34 and was completed 1.1 percent under budget in the amount of $11,687.66. The attached resolution provides a summary of the final amended costs and funding sources for the project.

Strategic Priorities and Values:

Enhanced Community Image

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/10/2021	Cover Memo
Final Pay App SIGNED	2/10/2021	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK PERFORMED AND AUTHORIZING FINAL PAYMENT, IMPROVEMENT PROJECT NO. 2018-10, LIFT STATION 2 REHABILITATION

WHEREAS, pursuant to a written contract signed with the City of Brooklyn Center, Minnesota, PCi Roads, LLC of St. Michael, Minnesota has completed Improvement Project No. 2018-10, Lift Station 2 Rehabilitation.

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. 2018-10, Lift Station 2 Rehabilitation, taking the contractor's receipt in full. The total amount to be paid for said improvements under said contract shall be $975,632.34.

2. The estimated project costs and revenues are hereby amended as follows:

COSTS	per Low Bid	As Final
Construction Cost	$ 997,000.00	$ 975,632.34
Engineering and Administrative	$ 100,000.00	$ 112,680.00
Contingency	$ 3,000.00	$ 0.00
TOTAL	$1,100,000.00	$1,088,312.34

REVENUES	As Awarded	As Final
Sewer Fund	$1,100,000.00	$1,088,312.34

March 8, 2021
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.

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 4, 2021

Mr. Michael Weber
Public Utilities Supervisor
City of Brooklyn Center
6844 Shingle Creek Parkway
Brooklyn Center, MN 55430

RE: Lift Station No. 2 Renovation
Brooklyn Center, MN
BMI Project No.: R22.118055

Dear Mr. Weber:

Please find enclosed the final pay application, Pay Application No. 4, for the above referenced project. I have reviewed the Pay Application and find it to be complete and in order. Also attached are the final closeout documents, including IC-134s, Lien Waivers, and Consent of Surety. I recommend that payment be made in the amount shown. If you agree, please sign and return one signed copy to the Contractor with payment and one to me for our files.

Please note that there was a total allowance amount of $70,000 for potential contaminated soils, repair of a fence gate, and other items, and the final costs for these was less than expected. Additionally, a certain area of required concrete repair was assumed in the wet well, and this actual area turned out to be smaller. Therefore, an amount of $21,367.66 was credited back to the project and the final total project price is $975,632.34.

If you have any questions on the above, please contact me.

Sincerely,

BOLTON & MENK, INC.

Jacob Humburg
Environmental Project Engineer

Enclosures

Bolton & Menk is an equal opportunity employer.

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:
Michael Weber
Supervisor of Public Utilities
6844 Shingle Creek Parkway, Brooklyn Center, MN 55430

PROJECT:
Lift Station No. 2 Renovation, Cit of Brooklyn Center

APPLICATION NO: 4 - Final
PERIOD TO 1/12/2021
PROJECT NO: 2018-10

Distribution to:
OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Leo Flynn, PCiRoads, LLC, 14123 42nd St. NE, St. Michael, MN 55376

VIA Engineer:
Jacob Humburg
Environmental Project Engineer
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1	**ORIGINAL CONTRACT SUM**		$	997,000.00
2	**Net Change by Supplemental Agreement**		$	(21,367.66)
3	**CONTRACT SUM TO DATE (Line 1 +/- 2)**		$	975,632.34
4	**TOTAL COMPLETED & STORED TO DATE (Column G on G703)**		$	975,632.34
5	**RETAINAGE:**			
	a. 5% of Completed Work (Column D + E + F on G703)	$ 48,781.62		
	b.	$ -		
	Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$	(48,781.62)
6	**TOTAL EARNED LESS RETAINAGE**		$	926,850.72
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT**		$	875,966.50
	Retainage Release		$	48,781.62
8	**CURRENT PAYMENT DUE**		$	**99,665.84**
9	**BALANCE TO FINISH, INCLUDING RETAINAGE**	$ -	$	-

SUPPLEMENTAL AGREEMENT SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ (21,367.66)
Total approved this Month	$ -	$ -
TOTALS	$ -	$ (21,367.66)
NET CHANGES by Supplemental Agreement	$ -	$ (21,367.66)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received for the Owner, and that current payment shown herein is now due

CONTRACTOR:

By: _____ Date: 1-12-21

State of: Minnesota
County of: Wright
Subscribed and sworn to before me this 12 day of Jan 21

KIMBERLY ANN MICHELS
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public: _____
My Commission expires: 1/31/25

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $ 99,665.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 01/26/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejiduce to and rights of the Owner or Contractor under this Contract.

AIA Document G702™-1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4 - Final
APPLICATION DATE: January 12, 2021
PERIOD TO: January 12, 2021
OWNER'S PROJECT NO: 2018-10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (NOT IN D OR E)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Mobilization	$ 20,000.00	$ 20,000.00	$ -	$ -	$ 20,000.00	100.0%	$ -	$ -
2	Civil Removals	$ 20,000.00	$ 20,000.00	$ -	$ -	$ 20,000.00	100.0%	$ -	$ -
3	Generator Slab and Concrete Slab	$ 20,000.00	$ 20,000.00	$ -	$ -	$ 20,000.00	100.0%	$ -	$ -
4	Temporary Conveyance of Wastewater	$ 70,000.00	$ 70,000.00	$ -	$ -	$ 70,000.00	100.0%	$ -	$ -
5	Electrical Work, Generator and Controls	$ 270,000.00	$ 270,000.00	$ -	$ -	$ 270,000.00	100.0%	$ -	$ -
6	Mechanical	$ 50,000.00	$ 50,000.00	$ -	$ -	$ 50,000.00	100.0%	$ -	$ -
7	Building Siding Replacement	$ 80,000.00	$ 80,000.00	$ -	$ -	$ 80,000.00	100.0%	$ -	$ -
8	New Doors and Infill	$ 40,000.00	$ 40,000.00	$ -	$ -	$ 40,000.00	100.0%	$ -	$ -
9	Replace Pumps and Piping	$ 240,000.00	$ 240,000.00	$ -	$ -	$ 240,000.00	100.0%	$ -	$ -
10	Safety Grating for Hatches	$ 11,755.00	$ 11,755.00	$ -	$ -	$ 11,755.00	100.0%	$ -	$ -
11	Coat Wetwell and Misc. Paint	$ 50,000.00	$ 50,000.00	$ -	$ -	$ 50,000.00	100.0%	$ -	$ -
12	Shallow Concrete Repair	$ 21,750.00	$ 21,750.00	$ -	$ -	$ 21,750.00	100.0%	$ -	$ -
13	Deep Concrete Repair	$ 33,495.00	$ 28,565.00	$ -	$ -	$ 28,565.00	85.3%	$ -	$ -
14	General Construction Allowance	$ 40,000.00	$ -	$ 50,236.14	$ -	$ 50,236.14	125.6%	$ -	$ -
15	Fence Gate Allowance	$ 10,000.00	$ -	$ 3,326.20	$ -	$ 3,326.20	33.3%	$ -	$ -
16	Contaminated Soils & Groundwater Allwance	$ 20,000.00	$ -	$ -	$ -	$ -	0.0%	$ -	$ -
	GRAND TOTALS	**$ 997,000.00**	**$ 922,070.00**	**$ 53,562.34**	**$ -**	**$ 975,632.34**	**97.9%**	**$ 21,367.66**	**$ -**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 107105217

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

City of Brooklyn Center, Minnesota
6301 Shingle Creek Pkwy.
Brooklyn Center, MN 55430

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

CONTRACT DATED: July 16, 2019

PROJECT:
(Name and address)

Lift Station No. 2 Renovation;
City Project Improvement No. 2018-10;
Brooklyn Center, MN

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

PCiRoads, LLC
14123 42nd Street NE
St. Michael, MN 55376

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Brooklyn Center, Minnesota
6301 Shingle Creek Pkwy.
Brooklyn Center, MN 55430

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 27, 2021
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Attest:
(Seal):

Kelly Nicole Enghauser, Attorney-in-Fact
(Printed name and title)

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KELLY NICOLE ENGHAUSER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **January**, **2021**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	26-Jan-2021 4:12:03 PM
Confirmation Number:	2-053-446-432
Name:	PCIROADS LLC
ID:	9618738
Affidavit Number:	**1172574208**
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	2018-10
Project Begin Date:	3/1/2020
Project End Date:	12/31/2020
Project Location:	BROOKLYN CENTER LIFT STATION #2
Project Amount:	$975,632.34
Subcontractors:	

Name	ID	Affidavit Number
B & B SHEETMETAL & ROOFING INC	2937488	238936064
TAYLOR ELECTRIC COMPANY LLC	7838870	1948114944
THUL SPECIALTY CONTRACTING INC	7502508	1616109568
TOTAL MECHANICAL SRVS INC	2403349	1084755968
BLAKE DRILLING CO INC	1011248	1518604288
OMG MIDWEST INC	9215290	1030217728

Please print this page for your records using the print or save functionality built into your browser.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-653-775-648
Submitted Date and Time:	12-Jan-2021 11:20:07 AM
Legal Name:	B & B SHEETMETAL & ROOFING INC
Federal Employer ID:	41-1668760
User Who Submitted:	bradjohn
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**238936064**
Minnesota ID:	2937488
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	19-068
Project Begin Date:	16-Aug-2020
Project End Date:	30-Sep-2020
Project Location:	LYNDALE AVE N BROOKLYN CENTER MN
Project Amount:	$79,222.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going into your History.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	19-Jan-2021 3:07:40 PM
Confirmation Number:	1-027-656-480
Name:	BLAKE DRILLING CO INC
ID:	1011248
Affidavit Number:	**1518604288**
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	19-068
Project Begin Date:	6/4/2020
Project End Date:	8/2/2020
Project Location:	BROOKLYN CENTER
Project Amount:	$50,986.00
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	12-Jan-2021 12:25:49 PM
Confirmation Number:	0-877-867-808
Name:	OMG MIDWEST INC
ID:	9215290
Affidavit Number:	**1030217728**
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	2018-10
Project Begin Date:	9/23/2020
Project End Date:	9/23/2020
Project Location:	LYNDALE LIFT STATION BROOKLYN CTR
Project Amount:	$5,000.00
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	21-Jan-2021 7:32:07 PM
Confirmation Number:	0-142-691-104
Name:	TAYLOR ELECTRIC COMPANY LLC
ID:	7838870
Affidavit Number:	**1948114944**
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	R22.118055
Project Begin Date:	8/16/2019
Project End Date:	12/4/2020
Project Location:	BROOKLYN CENTER, MN
Project Amount:	$275,165.00
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	12-Jan-2021 11:45:59 AM
Confirmation Number:	0-644-657-952
Name:	THUL SPECIALTY CONTRACTING INC
ID:	7502508
Affidavit Number:	**1616109568**
Project Owner:	CITY OF BROOKLYN CENTER
Project Number:	19-068
Project Begin Date:	6/24/2020
Project End Date:	9/3/2020
Project Location:	CP IMPROVEMENT #2018-10 LIFT STATION LYNDALE AVE. N. BROOKLYN CENTER LIFT STATION 2
Project Amount:	$81,436.00
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-132-346-656
Submitted Date and Time:	14-Jan-2021 1:58:19 PM
Legal Name:	TOTAL MECHANICAL SRVS INC
Federal Employer ID:	41-1616216
User Who Submitted:	totalmech
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1084755968**
Minnesota ID:	2403349
Project Owner:	PCIROADS
Project Number:	BROOKLYN CENTER LS
Project Begin Date:	27-May-2020
Project End Date:	11-Sep-2020
Project Location:	BROOKLYN CENTER MN
Project Amount:	$42,611.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going into your History.

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Lift Station No. 2 Renovation

Project No. 2018-10

Address: 6844 Shingle Creek Parkway

Brooklyn Center, MN 55430

Owner: City of Brooklyn Center

Contractor

Name: PCiRoads, LLC

Address: 14123 42nd St. NE

St. Michael, MN 55376

Contractor Licence:

Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Ninety Nine Thousand Six Hundred Sixty Five Dollars and Eighty Four Cents
Dollars ($ 99,665.84) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 27 day of January 2021

Jen G. Flynn
Contractor

By: LEO FLYNN

Title: P.M.

Witness to Signature:

Kim Michels

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Lift Station No. 2 Renovation

Project No. 2018-10

Address: 6844 Shingle Creek Parkway

Brooklyn Center, MN 55430

Owner: City of Brooklyn Center

Contractor

Name: B&B Sheetmetal and Roofing, Inc.

Address: 210 Centennial Drive

Buffalo, MN 55313

Contractor Licence: BC088419

Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Three Thousand Nine Hundred sixty one and ten cents
Dollars ($ 3961.10) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 27 day of January 2021

Contractor

By: Adam Jessen

Title: Vice President

Witness to Signature:

1/27/2021

CORINNE A SCHATZLEY
Notary Public
State of Minnesota
My Commission Expires
January 31, 2023

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner	Contractor
Project: Lift Station No. 2 Renovation	Name: Blake Drilling Co Inc
Project No. 2018-10	
Address: 6844 Shingle Creek Parkway	Address: 10604 Radisson Rd NE
Brooklyn Center, MN 55430	Blaine MN 55449
	Contractor Licence: n/a
Owner: City of Brooklyn Center	Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

Dollars ($2,549.30) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 27 day of JAN 2021

Witness to Signature:

Margaret Hagy

Blake Drilling Co Inc
Contractor

By: Jeff Berkosky

Title: CEO

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: _____

Address: _____

_____

Owner: _____

_____

Contractor

Name: _____

_____

Address: _____

_____

Contractor Licence: _____

Contract Date: ____/____/_____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

_____

Dollars ($_____) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 1st day of February 2021

Teresa Tebbe

Digitally signed by Teresa Tebbe
DN: cn=Teresa Tebbe gn=Teresa Tebbe c=US United States l=US United States o=OMG Midwest, Inc. dba Minnesota Paving & Materials a=teresa.tebbe@mnmpm.com
Reason: I am approving this document
Location:
Date: 2021-02-01 09:50-06:00

Contractor

Witness to Signature:

Mai Heu

Digitally signed by Mai Heu
Date: 2021.02.01 14:57:09 -06'00'

_____

By: Teresa Tebbe

Title: Assistant Secretary

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Lift Station No. 2 Renovation

Project No. 2018-10

Address: 6844 Shingle Creek Parkway

Brooklyn Center, MN 55430

Owner: City of Brooklyn Center

Contractor

Name: Taylor Electric Co. LLC

Address: 19717 207th Street

Big Lake, MN 55039

Contractor Licence: EA006481

Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

Eight thousand six hundred thirty two and 58/100

Dollars ($ 8,632.58) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 1st day of February 2021

Taylor Electric Co.

Contractor

Witness to Signature:

By: Paul A. Faulkem

Title: Owner

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Lift Station No. 2 Renovation

Project No. 2018-10

Address: 6844 Shingle Creek Parkway

Brooklyn Center, MN 55430

Owner: City of Brooklyn Center

Contractor

Name: Thul Specialty Contracting, Inc.

Address: PO Box 322, Elk River, MN 55330

Contractor Licence:

Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of Three Thousand Nine Hundred and Sixty Five Dollars and .30 Cents Dollars ($ 3965.30) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 27 day of January 2021

Contractor

By: Robert M. Thul

Title: President

Witness to Signature:

Kate Hansen

Office Manager

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Lift Station No. 2 Renovation

Project No. 2018-10

Address: 6844 Shingle Creek Parkway
Brooklyn Center, MN 55430

Owner: City of Brooklyn Center

Contractor

Name: Total Mechanical Services, Inc

Address: 420 Broadway Ave
St. Paul Park, MN 55071

Contractor Licence: _____

Contract Date: 7 / 16 / 2019

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of
Forty Two Thousand Six Hundred & Eleven Dollars and Zero Cents
Dollars ($ 42,611.00) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 27 day of January 2021

Witness to Signature:

Brenda Watts

Teresa Pezel

Total Mechanical Services
Contractor

By: _____

Title: President

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Doran M. Cote, P.E., Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Approving and Authorizing Execution of Agreement Between Minnesota Department of Transportation and City of Brooklyn Center for Federal Participation in Advance Construction – MnDOT Agreement No. 1046069

Background:

The City completed the Brooklyn Boulevard Corridor Study in 2013 to guide the reconstruction and redevelopment of this corridor. On March 25, 2019, the City Council directed staff to proceed with the preliminary design, environmental documentation, easement acquisition and final design work for the Brooklyn Boulevard Corridor Project Phase 2 Improvements (Bass Lake Road to Interstate 94), Project No. 2021-05. This project is scheduled to be constructed in 2021 and 2022.

The proposed reconstruction and streetscape improvements will improve roadway safety, enhance traffic operations, reduce access points and provide improved bicycle and pedestrian facilities for a one-mile segment of the corridor in Brooklyn Center between Bass Lake Road (County Road 10) and Interstate 94. The project will enhance bicycle and pedestrian travel by adding a trail, improving sidewalks, transit stops, adding streetscaping and landscaping and improving the functionality of intersections with modified turn lanes and access control throughout the corridor.

In 2017, the City of Brooklyn Center was awarded federal funds for the Brooklyn Boulevard Corridor Project Phase 2 Improvements as a part of the 2016 Regional Solicitation. The disbursement of any federal aid funds as part of this project are anticipated to be passed through and are managed by MnDOT. Due to the large amount of funds awarded, which can be difficult to expend in one year, the agreement allows for MnDOT to balance its' obligation authority in the bigger funding picture.

The attached agreement is MnDOT's standard agency agreement for federal participation in advance construction for MnDOT to perform these functions. The City Attorney and City Engineer have reviewed the agreement and recommend approval, accordingly.

Budget Issues:

Approving the agency agreement for federal participation in advance construction does not have budgetary implications; however, the following project has been awarded federal funding and will be subject to this agreement.

- Brooklyn Boulevard Corridor Project Phase 2 Improvements:
    - Secured $6,616,000 from the 2016 regional solicitation for fiscal year (FY) 2021.
    - The Brooklyn Boulevard Corridor Project Phase 2 Improvement (Bass Lake Road to Interstate 94) is identified in the City's 2021 Capital Improvement Program and the total project cost is

estimated to be $18,095,000. The funding partnership and proportions are being finalized but are anticipated to include Hennepin County funding and City funding. The Hennepin County share of project costs is estimated at $4.5 million.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/12/2021	Cover Memo
BaseACAgreementTemplateOver5Mil-DRAFT	2/12/2021	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATION AND CITY OF BROOKLYN CENTER FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION – MNDOT AGREEMENT NO. 1046069

WHEREAS, the City of Brooklyn Center has been awarded federal aid for the Brooklyn Boulevard Corridor Project Phase 2 Improvements from Bass Lake Road to Interstate 94, construction programmed for 2021; and

WHEREAS, for federal aid roadway projects, the Minnesota Department of Transportation (MnDOT) is typically delegated the duties to receive and disburse federal funds through the Federal Highway Administration; and

WHEREAS, said agreement between the City of Brooklyn Center and MnDOT allows for MnDOT to act as the City's agent in accepting federal aid; and

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

1. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Brooklyn Center to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

2. The Mayor and City Manager are hereby authorized and directed for and on behalf of the City of Brooklyn Center to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1046069", a copy of which said agreement was before the City Council and which is made part hereof by reference.

RESOLUTION NO. _____

March 8, 2021 _____
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.

Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

February 3, 2021

Mike Albers
Brooklyn Center City Engineer
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430

SUBJECT: **SP 109-020-014, STPF 2721(085)**
Brooklyn Boulevard Improvements
MnDOT Contract Number 1046069

Dear Mr. Albers:

This type of agreement is written when a local agency is scheduled to receive more than $5,000,000 in federal funds. The way authorization works with the FHWA, all funds are tied up at authorization unless it is Advance Constructed. With large amounts of federal funds, the funds are converted as the City requests reimbursement, which helps the federal funds cash flow for MnDOT. Attached is a copy of the agency agreement between the City of Brooklyn Center and MnDOT, which allows for MnDOT to act as the City of Brooklyn Center's agent in accepting federal aid in connection with the above referenced project.

Please review and if approved, please sign. A City Council resolution similar to the example attached, must be passed by your governing board. The certified resolution should then be placed as the last page of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return signed copy of the agreement to Olga.kruglova@state.mn.us for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 651.366.3826.

Sincerely,

Lynnette Rosdahl

For Angela Murphy, PE
Plans Engineer

Enclosures
Cc: *Dan Erickson* —DSAE
Lisa Daniels—Metro
Cindy Degener—Finance
File

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 109-020-014

FAIN/Mn Proj. Number: STPF 2721(085)

This Agreement is entered into by and between THE CITY OF BROOKLYN CENTER ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number 1029924 which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project make improvements to Brooklyn Boulevard hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2021, and is identified in MnDOT records as State Project 109-020-014, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPF 2721(085); and
5. The differences between planned Obligation Authority and actual Obligation Authority has resulted in the need to have projects with anticipated federal funds greater than $5,000,000 advance construct the project until costs begin to be incurred for the project; and
6. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
7. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

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

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number 1029924, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number 1029924, which is incorporated herein by reference.

3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.

3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

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

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

5. Payment

5.1. It is estimated that the total cost of the Project is $13,400,000 and that the anticipated federal funding will be $6,616,000. The remaining share will be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.2. The Local Government will request reimbursement of the federal aid share of the federally eligible costs after funding and obligation authority are available.

5.3. If the project is converted to federal funding before completion and final acceptance, the Local Government will make requests for reimbursement as partial estimates and will comply with the payment provisions in MnDOT Contract Number 1029924 which is incorporated by reference, and 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Lynnette Roshell, or her successor.

Title: State Aid, Special Projects

Phone: 651-366-3822

Email: lynnette.roshell@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name Mike Albers_____, or his successor.

Title: Brooklyn Center City Engineer _____

Phone: 763-569-3326_____

Email Malbers@ci.brooklyn-center.mn.us_____

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

7. Assignment Amendments, Waiver, and Agreement Complete

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

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

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the

required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

9.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

13. Termination; Suspension

13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

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

13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the

Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

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

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

17. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

    17.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Government Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    17.1.2. **Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    17.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.,

p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

17.1.11. **Telecommunications Certification** See 2 CFR 200.216 By signing this agreement Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

17.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035 and are incorporated in the agreement.

17.4. **Federal Funding Accountability and Transparency Act (FFATA).**

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

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be

obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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

THE CITY OF BROOKLYN CENTER
Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____

Title: State Aid Engineer

Date:_____

COMMISSIONER OF ADMINISTRATION

By:_____

Date:_____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

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

BE IT FURTHER RESOLVED, the * (*Mayor)* and the ** (Clerk)* are hereby authorized and directed for and on behalf of The City of Brooklyn Center to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1046069", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

**Titles of persons authorized to sign on behalf of* the City of Brooklyn Center *

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF_____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Brooklyn Center name at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

_____

Clerk

Notary Public

My Commission expires _____

(SEAL)

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Reggie Edwards, Deputy City Manager
BY: Kelli Wick, HR Director

SUBJECT: Resolution Approving the Labor Agreement for Law Enforcement Labor Services (LELS) Local 82 (Police Officers and Detectives) and the City of Brooklyn Center for the Calendar Year 2021

Background:

The current contract with LELS 82 (Police Officers and Detectives) expired on December 31 2020. The City and the Union have met and negotiated in good faith to reach a settlement on all issues of concern. This labor agreement covers police officers and police detectives for a total of 38 employees.

The attached agreement has been approved by a vote of the members and upon adoption by the City Council will establish wages and working conditions for the year 2021.

The Articles affected by these negotiations include the following:

Article 30.4 – Wages
Add the position of Use of Force Instructor to receive .125 hour(s) of vacation time for each one hour of Use of Force presentations time.

Article 29 – Health Insurance
For 2021 the City will offer the best of any agreement that we have for any other employee group for 2021.

Article 30 – Wage Rates
Effective 1/1/2021 a 2.75% increase. Effective 7/1/2021 at .25% increase.

Article 9 – Seniority

Change language that allows bidding during the month of October rather than the last two weeks of October.

Budget Issues:

There are no budget issues.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
LELS Labor Agreement	2/26/2021	Backup Material
LELS Resolution	2/26/2021	Resolution Letter

Master Labor Agreement

Between

City of Brooklyn Center

And

Law Enforcement Labor Services, Local Number 82
(Police Officers and Detectives)

January 1, 2021 – December 31, 2021

TABLE OF CONTENTS

ARTICLE		PAGE
1	Purpose of Agreement	2
2	Recognition	2
3	Definitions	2
4	Employer Security	3
5	Employer Authority	3
6	Union Security	3
7	Savings Clause	3
8	Constitutional Protection	3
9	Seniority	4
10	Work Schedules	5
11	Discipline	5
12	Employee Rights – Grievance Procedure	6
13	Overtime	8
14	Court Time	9
15	Call Back Time	10
16	Working Out of Classification	10
17	Standby Pay	10
18	Leaves of Absence	10
19	Severance	11
20	Injury on Duty	11
21	False Arrest Insurance	11
22	Training	11
23	Post License Fees	12
24	Uniforms	12
25	Longevity and Educational Incentive	12
26	Holiday Leave	12
27	Vacation Leave	13
28	Sick Leave	14
29	Insurance	15
30	Wage Rates	15
31	Benefits for Retirees	17
32	Mileage and Expense Reimbursement	17
33	Light Duty	17
34	Health Care Savings Plan	17
34	Agreement Implementation	18
35	Waiver	18
36	Duration	18

ARTICLE 1 – Purpose of Agreement

This Agreement is entered into between the City of Brooklyn Center, hereinafter called the Employer, and Law Enforcement Labor Services, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - Recognition

2.1 The Employer recognizes the Union as the exclusive representative, under the Minnesota Public Employment Labor Relations Act, for all police personnel in the following job classifications:

Detective Police Officer

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - Definitions

3.1 UNION: Law Enforcement Labor Services.

3.2 UNION MEMBER: A member of Law Enforcement Labor Services.

3.3 DEPARTMENT: The City of Brooklyn Center Police Department.

3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.5 EMPLOYER: The City of Brooklyn Center.

3.6 CHIEF: The Chief of the Brooklyn Center Police Department.

3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services (Local No. 82).

3.8 DETECTIVE: An employee specifically assigned or classified by the Employer to the job classification and/or job position of Detective.

3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.

3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.11 REST BREAKS: Period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

3.12 LUNCH BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

3.13 REGULAR RATE OF PAY: The employee's hourly or monthly base pay rate, including educational incentive pay, longevity pay, and differential for detective and school liaison officer excluding any other special allowance.

3.14 BASE PAY RATE: The employee's hourly or monthly pay rate excluding educational incentive pay, longevity pay, and differential for detective, drug task force and school liaison officer.

3.15 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and

proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 4 - Employer Security

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - Employer Authority

5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 – Union Security

6.1 The Employer shall deduct the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.

6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.

6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 - Savings Clause

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Center. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – Constitutional Protection

Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions.

ARTICLE 9 - Seniority

9.1 Seniority shall be determined by continuous length of service in all of the job classifications covered by this Agreement. Employees promoted or assigned to classifications covered by this Agreement shall accrue classification seniority in the promoted or assigned classification in addition to bargaining unit seniority. Employees promoted from classifications covered by this Agreement to a position outside the bargaining unit will continue to accrue seniority under this Agreement until the completion of their promotional probationary period or for no longer than twelve (12) months. The seniority roster shall be based on length of service in all of the job classifications covered by this Agreement. Employees lose seniority under this Agreement under the following circumstances: resignation, discharge for cause, or transfer or promotion to a classification not covered by this Agreement after completion of the promotional probationary period or for no longer than twelve (12) months after transfer or promotion.

9.2 There shall be an initial probationary period for new and promoted employees of twelve (12) months. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.

9.3 A reduction of work force will be accomplished on the basis of seniority. The Employer shall give the Union and the employees at least two (2) weeks written notice in advance of any layoff. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired.

9.4 Senior employees will be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of employees are equal.

9.5 Senior qualified employees shall be given assignment preference after eighteen (18) months of continuous full-time employment. Except as noted in the preceding sentence, shift assignments shall be bid on the basis of seniority during month of October. The resulting shift assignments will take effect January 1 and span through December 31 of the same year. A new shift bid may occur outside of these dates at the mutual agreement of the city and the Union. A permanent change in the work schedule will not result in re-bidding the work schedule if the permanent change in the work schedule would be effective within 90 days of January 1.

It is agreed that a 'permanent change to the work schedule' is defined as a promotion; permanent departure from employment; and an extended assignment.

In the instance of a permanent change to the work schedule, a 'partial rebid' will be conducted within thirty (30) days of the date that the permanent change to the work schedule takes effect. This bid will be based upon seniority and involve only those officers from the most senior affected officer through the least senior officer who has completed at least eighteen (18) months of continuous full-time employment. A partial re-bid may be waived at

the mutual agreement of the City and the Union.
Officers may, through their own mutual agreement and with approval of the Patrol Commander, trade shift assignments at their own discretion. The maximum duration of any such trade shall be sixty (60) calendar days.

9.6 The Employer shall consider seniority by classification as the primary factor when calling off-duty employees to duty. Reverse seniority shall be considered the primary factor when scheduling duty changes, provided such employees are deemed qualified.

9.7 One continuous vacation period shall be selected on the basis of seniority until December 31st of each calendar year. Bids for the continuous vacation period shall be approved no later than November 15.

9.8 The Employer shall recognize seniority as the primary factor when authorizing holiday leave and compensatory time leave.

9.9 No time shall be deducted from an employee's seniority accumulation due to absences occasioned by an authorized leave with pay, layoffs of less than two (2) years in duration, or any military draft or government call-up to Reserves or National Guard.

ARTICLE 10 – Work Schedules

10.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:

a. hours worked on assigned shifts,
b. holidays,
c. assigned training, and
d. authorized leave time.

10.2 Authorized leave time (including holiday hours) is to be calculated on the basis of the actual hours used for such leave based on the time that the employee would otherwise have been scheduled to work.

10.3 Nothing in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 11 - Discipline

11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a. oral reprimand;
b. written reprimand;
c. suspension;
d. demotion; or
e. discharge.

11.2 Suspension, demotions, and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

11.4 Employees may examine their own individual personnel files at reasonable times under direct supervision of the Employer.

11.5 A single disciplinary action for failure to attend training, court or tardiness will be removed from the personnel file after 18 months if, during that time, the single incident of discipline for failure to attend training, court or tardiness, is the only occurrence of discipline during that 18-month period.

11.6 Discharges will be preceded by a five (5) day suspension without pay.

11.7 For purposes of discipline, a day will mean eight (8) hours.

11.8 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

11.9 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 12.

ARTICLE 12 – Employee Rights – Grievance Procedure

12.1 *Definition of a Grievance* - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

12.2 *Union Representatives* - The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.

12.3 *Processing of a Grievance* - It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

12.4 *Procedure* - Grievances, as defined by Section 12.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual Agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

12.5 *Arbitrator's Authority*

a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

12.6 *Waiver*

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

ARTICLE 13 – Overtime

13.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.

13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest six (6) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.

13.7 When uniformed patrol employees have less than twelve (12) hours of duty-free time between assigned shifts, they will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for the next shift. For purposes of this Article, shift extensions, elected overtime, voluntary changes of shifts, City-contracted work, training, and

court time are considered as duty-free time. The twelve (12) hour requirement may be waived by mutual Agreement between the Employee and the Police Administration.

13.8 As an alternative to monetary compensation for overtime, an employee may elect compensatory time off at a rate of one and one-half (1 ½) time. An employee's compensatory time bank shall not exceed sixty (60) hours at any time during the calendar year. Employees with less than 30 hours of compensatory time will be paid out to the employee on or about the first paycheck in December. Employees with thirty (30) or more hours up to the sixty (60) hour limit will have pay placed in the employee's HCSP account on or about the first pay check in December. No compensatory time will be accumulated or used during the month of December. Special overtime duty assignments made available to all positions by the Chief of Police at the police officer's rate of compensation will not be eligible for compensatory time. Compensatory time off shall be granted only at the convenience of the Employer with prior approval of the Employer-designated supervisor.

13.9 Employees given less than sixteen (16) hours notice of a scheduled duty change other than their regularly scheduled work period shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked outside of the scheduled work period.

ARTICLE 14 - Court Time

14.1 Court Appearances:

14.1.1 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. Employees shall not be required to work office or street duty to qualify for the court time minimum.

14.1.2 An employee who is required to appear in court during their scheduled off-duty time shall be given 12 hours' prior notification of cancellation of the court appearance. If the notification if not given 12 hours prior to the scheduled court time, the employee will receive the three (3) hour court time minimum.

14.2 Standby Pay:

14.2.1 Any employee placed on standby on scheduled days on will be paid three (3) hours at one times the employee's regular rate of pay. IE: If an officer is scheduled to work night shift on Monday and Tuesday night and is placed on standby on Monday or Tuesday, then standby pay would be at straight time.

14.2.2 An employee who is placed on standby for court during their scheduled off-duty time shall be given 12 hours prior notification of cancellation of the court appearance. If the notification is not given 12 hours prior to the scheduled court time, the employee will receive three (3) hours at one and one-half times the employee's regular rate of pay. If the standby period is extended beyond three hours, the employee will be compensated for the actual time at one and one-half times employee's regular rate of pay.

14.2.3 Any employee who is placed on stand-by for court should retain a copy of the notice placing them on stand-by, or obtain the name of the person placing them on stand-by.

ARTICLE 15 - Call Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hours minimum.

ARTICLE 16 - Working Out of Classification

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17 –Standby Pay

Employees required by the Employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 18 – Leaves of Absence

18.1 In cases of demonstrated need and where sick leave has not been abused, the Employer shall grant to employees a leave of absence without pay for extended personal illness after the accumulative sick leave has expired. Such leaves of absence shall not exceed ninety (90) calendar days. Upon granting such unpaid leave of absence, the Employer will not permanently fill the employee's position and the employee's benefits and rights shall be retained.

18.2 An employee called to serve on a jury shall be reimbursed the difference between the amount paid for such service (exclusive of travel and expense pay) and compensation for regularly scheduled working hours lost because of jury service.

18.3 Employees ordered by proper authority to National Guard or Reserve Military Service not exceeding fifteen (15) working days in any calendar year shall be entitled to leave of absence without loss of status. Such employees shall receive compensation from the Employer equal to the difference between his regular pay and the lesser military pay.

18.4 Employees called and ordered by proper authority to active military service in time of war or other properly declared emergency shall be entitled to leave of absence without pay during such service. Upon completion of such service, employees shall be entitled to the same or similar employment of like seniority, status, and pay as if such leave had not been taken, subject to the specific provisions of state and federal law.

18.5 Members of the bargaining unit will receive such additional leaves as provided for under State or Federal law, as the same laws may be amended from time to time.

18.6 Additional leaves of absence may be granted in the City Manager's discretion upon the same terms and conditions as then applicable to non-Union employees pursuant to the City's

Personnel policy applicable to non-Union employees at the time of application for a leave of absence.

ARTICLE 19 - Severance

19.1 Before terminating employment, the employee shall give the Employer two (2) weeks written notice.

19.2 Severance pay in the amount of one-third (1/3) the accumulated sick leave employees have to their credit at the time of resignation or retirement, times their respective regular pay rate, shall be paid to employees who have been employed for at least five (5) consecutive years. If discharged for just cause, severance pay shall not be allowed.

19.3 Employees electing to participate in the Health Care Savings Plan will receive 40% of sick leave severance paid into the Health Care Savings Plan. If the employee is not eligible to have a Health Care Savings Plan they will receive the one-third sick leave severance.

ARTICLE 20 – Injury on Duty

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Workers' Compensation insurance payments for a period not to exceed 720 hours per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) calendar day initial waiting period per injury. The three (3) calendar day waiting period shall be charged to the employee's sick leave account if they were regularly scheduled work days less Workers' Compensation insurance payments.

ARTICLE 21 - False Arrest Insurance

The City of Brooklyn Center shall maintain liability insurance that includes a provision for unlawfully detaining an individual when an employee is acting within the scope of their duties on behalf of the City of Brooklyn Center.

ARTICLE 22 - Training

22.1 The Employer shall reimburse each employee who is required to maintain a license as a law enforcement officer under Minnesota Statutes, Section 626.84, et seq., for actual expenses of tuition, meals, travel, and lodging incurred in meeting the continuing education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed 48 hours of such training every three (3) years. The Employer need not make such reimbursement for attendance at a course located less than sixty (60) miles from the City of Brooklyn Center and such reimbursement shall not exceed similar allowances for state employees. If the Employer provides in-service training to its employees which meets the continuing education requirements of the Minnesota Police Officers Standards and Training Board, and if the Employer provides its employees with an opportunity to attend such in-service training courses, to the extent that such opportunity is provided to each employee, the obligation of the Employer to reimburse such employee for expenses incurred in attending continuing education courses shall be reduced.

22.2 The Employer shall pay each employee a minimum of their regular salary for all scheduled course hours while attending Employer approved or Employer required continuing education

courses, whether or not such courses attended are in-service training courses or courses given by instructors other than the Employer. Should a course exceed the scheduled course hours, the Employer shall pay the employee for the actual hours in attendance.

ARTICLE 23 – Post License Fees

The Employer shall pay up to $90 for the cost of POST license fees for all employees requiring such license during each license period.

ARTICLE 24 - Uniforms

The Employer shall provide required uniform and equipment items. In addition, the Employer shall pay to the uniformed officers a maintenance allowance of $200 per year for 2020.

Detectives and plainclothes officers, including the trainee, will have the option of selecting either business appropriate attire as defined by the Employer with an allowance of $300 per year or business professional attire as defined by the Employer with an allowance of $590 per year.

ARTICLE 25 – Longevity and Educational Incentive

Effective January 1, 2020

25.1 After eight (8) years of continuous employment, each employee shall be paid supplementary pay of three percent (3%) of the employee's base rate.

25.2 After twelve (12) years of continuous employment, each employee shall choose to be paid supplementary pay of five percent (5%) of the employee's base rate.

25.3 After sixteen (16) years of continuous employment, each employee shall choose to be paid supplementary pay of seven percent 7%) of the employee's base rate.

25.4 After twenty (20) years of continuous employment, each employee shall be paid supplementary pay of nine percent (9%) of the employee's base rate.

25.4 Employees may choose supplementary pay either for length of service or for educational credits no more often than once every twelve (12) months.

25.5 Supplementary pay based on educational credits will be paid to employees after twelve (12) months of continuous employment at the rate of:
Bachelor's Degree - 3% of employee's base rate
Master's Degree - 4% of employee's base rate

ARTICLE 26 – Holiday Leave

26.1 Employees shall receive eight (8) hours of holiday leave per month. Ninety-six (96) hours of holiday leave shall be advanced to employees on January 1st of each calendar year beginning on January 1st 2002. In the event an employee is not employed for the entire calendar year, the employee's holiday leave shall be reduced by eight (8) hours for each full month that the employee will not have worked in that calendar year.

26.2 Employees may use holiday leave with the approval of the Employer.

26.3 An employee who works on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, Veteran's Day, Columbus Day, Martin Luther King Day, or President's Day shall receive one and one-half (1 ½) times the employee's regular pay rate for all hours actually worked during the named holiday.

26.4 Except as provided in 26.3, overtime pay shall not be authorized for employees for hours worked on holidays when such work is part of the planned schedule.

26.5 An employee who is on their regularly scheduled day off for a holiday as specified in 26.3, and is called in to work or kept over to work such holiday due to staff shortage(s), etc., will receive two times the employee's regular pay rate for all hours actually worked during the named holiday in lieu of one and one-half (1 ½) times the employee's regular pay rate under Section 26.3. Employees who accept a shift under 26.6 shall be paid as provided in 26.3 and 26.4 and shall not be eligible for payment pursuant to 26.5.

26.6 An employee may request a holiday off, which they are required to work, prior to fourteen calendar days before the holiday. The Employer shall post the open holiday shift to be filled by another employee at the holiday rate of pay. The employee making the request for the holiday off is responsible for working the holiday if the posting is not filled five (5) days prior to the holiday.

26.7 Employees beginning employment after January 1st of a calendar year shall receive eight (8) hours of holiday leave per month beginning on the first month in which they are working as of the first day of that month. Such employees shall receive an advance of holiday leave hours equal to eight (8) hours multiplied by the number of whole months they will work through December of the year in which they were first employed.

26.8 Any holiday leave not used on or before December 31st of each year will be deemed forfeited and shall not carry over into the next calendar year.

ARTICLE 27 – Vacation Leave

27.1 Permanent full-time employees shall earn vacation leave with pay as per the following schedule:

0 through 5 years of service - eighty (80) hours per year (accrued at 3.08 hours per pay period)

6 through 10 years of service - one hundred twenty (120) hours per year (accrued at 4.62 hours per pay period)

eight (8) additional hours per year of service to a maximum of one hundred sixty (160) hours after fifteen (15) years of service
11 years - 4.92 hours per pay period
12 years - 5.23 hours per pay period
13 years - 5.54 hours per pay period
14 years - 5.85 hours per pay period
15 years - 6.15 hours per pay period

27.2 Employees using earned vacation leave or sick leave shall be considered working for the purpose of accumulating additional vacation leave.

27.3 Vacation may be used as earned, except that the Employer shall approve the time at which the vacation leave may be taken. Employees shall not be permitted to waive vacation leave and receive double pay.

27.4 Employees may accrue a maximum of two hundred thirty (230) hours of vacation leave. No more than two hundred thirty (230) hours can carry over from year to year.

27.5 Employees leaving the service of the Employer shall be compensated for vacation leave accrued and unused.

27.6 Health Wellness Benefit: An additional 40 hours of vacation leave time will be provided to be used after May of 2021. This amount will be allowed to be carried over into 2022 in addition to other leave/vacation time already allowed to be carried over into the next year. This will not apply to those permanently promoted to Detective or working in that classification during 2020.

ARTICLE 28 – Sick Leave

28.1 Sick leave with pay shall be granted to probationary and permanent employees at the rate of eight (8) hours per month or ninety-six (96) hours per year (computed at 3.69 hours per pay period) of full time service or major fraction thereof.

28.2 Sick leave shall be used for absence from duty because of personal illness or legal quarantine of the employee, or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The employer may limit the use of personal sick leave benefits provided for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child.

Sick leave may be used for the purpose of attending the funeral of immediate family members, defined as an employee's brother, sister, parent, parent-in-law, spouse, children, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchildren of the employee.

28.3 Sick leave shall accrue at the rate of eight (8) hours per month or ninety-six (96) hours per year until nine hundred sixty (960) hours have been accumulated (shall be computed at 3.69 hours per pay period). Effective January 1, 1994, after nine hundred sixty (960) hours have been accumulated, sick leave shall accrue at the rate of four (4) hours per month or forty-eight (48) hours per year (computed at 1.85 hours per pay period), and simultaneously

vacation leave, in addition to regular vacation leave accrual, shall accrue at the rate of two (2) hours per month or twenty-four (24) hours per year (computed at .925 hours per pay period). Employees using earned vacation or sick leave shall be considered to be working for the purpose of accumulating additional sick leave. Workers' Compensation benefits shall be credited against the compensation due employees utilizing sick leave.

28.4 In order to be eligible for sick leave with pay, an employee must:

a. notify the Employer prior to the time set for the beginning of their normal scheduled shift;

b. keep the Employer informed of their condition if the absence is of more than three (3) days duration;

c. submit medical certificates for absences exceeding three (3) days, if required by the Employer.

28.5 Employees abusing sick leave shall be subject to disciplinary action.

28.6 An employee who has accumulated 960 hours of sick leave and who uses not more than the equivalent of two regularly scheduled shift's worth of sick leave hours in a calendar year shall receive a wellness incentive equal to one of the employee's regularly scheduled shifts' compensation at the employee's regular rate of compensation.

ARTICLE 29 - Insurance

29.1 ***Full-time employees***

For 2021, the City will offer the best of any agreement that we have for any other employee group for 2021.

29.2 Life Insurance and Balance of Cafeteria Funds: The City of Brooklyn Center will provide payment for premium of basic life insurance in the amount of $10,000. The employee may use the remainder of the contribution (limits as stated above) for use as provided in the Employer's Benefit Plan. The Employer will make a good faith effort to provide the following options for employee selection: group dental, supplemental life, long-term disability, deferred compensation or cash benefits. The Employer will be excused from the requirement of offering a particular option where such becomes unfeasible because of conditions imposed by an insurance carrier or because of other circumstances beyond the City's control.

ARTICLE 30 - Wage Rates

Base Pay Rate: The employee's hourly or monthly pay rate excluding educational incentive pay, longevity pay, and differential for detective, drug task force and school liaison officer.

30.1 <u>Effective January 1, 2021 Police Officer base rate:</u>

There shall be a 2.75% general wage increase.
After 36 months of continuous employment: $7,285.75
After 24 months of continuous employment: 86% of the 36 months' rate
After 12 months of continuous employment: 79% of the 36 months' rate
Starting rate: 68% of the 36 months' rate

Effective July 1, 2021 Police Officer base rate:
There shall be a .25% general wage increase.
After 36 months of continuous employment: $7,303.96
After 24 months of continuous employment: 86% of the 36 months' rate
After 12 months of continuous employment: 79% of the 36 months' rate
Starting rate: 68% of the 36 months' rate

30.2 Employees classified or assigned by the Employer to the following job classifications or positions will receive four and one half percent (4.5%) per month in addition to the base pay rate.

Detective Detective Trainee

Employees classified or assigned by the Employer to the following job classifications or positions will receive one hundred dollars ($100) per month or one hundred dollars ($100) prorated for less than a full month in addition to their regular wage rate.

School Resource Officer Auto Theft Officer Street Crimes Unit
Task Force Officers Juvenile Officer

30.3 Detectives Serving On-Call: Detectives will work a schedule which requires them to serve on-call on a rotating basis. The City will pay each Detective serving on-call on a rotating basis two and one half percent (2.5%) in addition to the base pay rate effective January 1, 2017. Detectives who are called back to duty while serving on-call will be paid according to Article 15 of the labor Agreement. Officers assigned to work with the Detectives for training purposes will not receive the two and one-half percent (2.5%) additional pay nor will they be required to serve on-call.

30.4 Employees classified or assigned by Employer to the position of Use of Force Instructor or Field Training Officer (FTO) will receive .125 hour(s) of vacation time for each one hour of Use of Force presentations or FTO training time.

30.5 When there is no Sergeant on duty, and senior management personnel do not assume command of the shift, the senior officer working will be in charge of the shift. The senior officer working the shift will have the choice to opt out of working as officer in charge of the shift. An election to opt out of working as officer in charge of the shift shall be effective for the balance of the calendar year. Officers wishing to make an election to opt out of serving as officer in charge of the shift shall make such election during the first 2 weeks of January. Employees may opt out of working as senior officer in charge of shift on an annual basis at the beginning of each year.

The officer in charge will receive, in addition to their regular hourly pay, two dollars ($2.00). Officer in charge pay will be calculated to the nearest six (6) minutes.

30.6 Field Training Officers while serving in the capacity of a Field Training Officer (working with a new police officer) shall not serve as the senior officer in charge.

30.7 Employees classified by the Employer to the canine handler classification will receive the following in addition to their regular wage rate:

a. The officer will receive the last thirty (30) minutes of each scheduled shift for dog maintenance and care at the officer's home.

b. The officer will receive forty-five (45) minutes of overtime pay for dog maintenance, care, and training for each of the officer's scheduled days off.

c. When the officer uses time off (sick, vacation, or comp time) for any whole scheduled shift, he must take time equivalent to one-half hour less than whole shift and be paid for whole shift.

d. When the officer uses holiday time for any whole schedule shift, he must take eight (8) hours of leave time and will be paid for eight (8) hours.

e. When the officer uses a portion of a scheduled shift as sick or vacation time, which is less than the full eight (8) hours, he must take the actual time used in leave time.

f. When dog is out of the care of the canine officer, all above items do not apply.

ARTICLE 31 – Benefits for Retirees

Retirees at the time of retirement shall receive the same options and level of City contribution for insurance coverage upon retirement as are provided by the City's Personnel Policy covering non-Union employees as such options and contributions may be changed by the City from time to time.

ARTICLE 32 – Mileage and Expense Reimbursement

Employees shall receive the same mileage and expense reimbursement rates upon the same terms and conditions as generally provided in the City's Personnel Policy covering non-Union employees as such policy may be changed by the City from time to time.

ARTICLE 33 – Light Duty

Members of the bargaining unit will be eligible for temporary light duty assignment upon approval of the City Manager upon such terms and conditions as would apply to non-Union employees of the City as set forth in the City's Personnel Policy, as the same may be amended from time to time by the City.

ARTICLE 34 – Health Care Savings Plan

34.1 The State of Minnesota through Minnesota Statute 352.98 has authorized the Minnesota State Retirement System (MSRS) to establish and administer a Health Care Savings Plan (HCSP.)

34.2 Participation in this program is mandatory, based on specific criteria, for all employees covered by this labor agreement.

34.3 All employees with a compensatory time balance of 30 hours or more up to the 60-hour limit of pay will be placed in the employee's HCSP account on or about the first pay check in December.

34.4 All Employees eligible for retirement according to PERA and who terminate their employment from the City of Brooklyn Center will pay to the Employee's HCSP account at

the time of termination, 40% of accumulated sick leave, all of the Employee's accrued vacation up to a maximum of 230 hours, and all of the Employee's accrued compensatory time up to a maximum of 60 hours.

ARTICLE 34 - Agreement Implementation

Employer shall implement the terms of this Agreement in the form of a resolution. If the implementation of the terms of this Agreement require the adoption of a law, ordinance, or charter amendment, the Employer shall make every reasonable effort to propose and secure the enactment of such law, ordinance, resolution, or charter amendment.

ARTICLE 35 -Waiver

35.1 Any and all prior Agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

35.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 36 - Duration

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until the thirty-first (31) day of December, 2021, as noted in the contract.

IN WITNESS THERETO, the parties have caused this Agreement to be executed this _____ day of _____, 2021.

FOR THE CITY OF BROOKLYN CENTER

_____
Mayor

_____
City Manager

FOR LAW ENFORCEMENT LABOR SERVICES

_____
Business Agent

_____
Union Steward

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION APPROVING THE LABOR AGREEMENT FOR LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL 82 (POLICE OFFICERS AND DETECTIVES) AND THE CITY OF BROOKLYN CENTER FOR THE CALENDAR YEARS 2021

WHEREAS, Section 2.07 of the City Charter for the City of Brooklyn Center states that the City Council is to fix the salary or wages of all officers and employees of the City; and

WHEREAS, the City has negotiated in good faith with LELS Local 82 (Police Officers and Detectives) for a contract for the year 2021 as attached.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center to authorize the Mayor and City Manager to execute the attached contract with LELS Local 82 (Police Officers) for calendar year 2021 with such language changes as may be necessary to clarify any terms, provided such language changes do not change the substance or monetary compensation set forth in the attached contract.

BE IT FURTHER RESOLVED that authorized wage and benefit adjustments not to exceed the maximum contained herein shall become effective according to the schedule of the contract which commences January 1, 2021.

_____ _____

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 Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Doran M. Cote, P.E., Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Accepting Bid and Awarding a Contract, Improvement Project Nos. 2021-01, 02, 03, 04 and 12, Grandview South Area Street, Storm Drainage and Utility Improvements and 53rd Avenue Utility Improvements

Background:

Bids for the Grandview South Area Street, Storm Drainage and Utility Improvements and 53rd Avenue Utility Improvements, Project Nos. 2021-01, 02, 03, 04 and 12, were received and opened on February 26, 2021. The bidding results are tabulated below:

BIDDER	TOTAL BASE BID
Ryan Contracting Co.	**$8,754,418.75**
R.L. Larson Excavating, Inc.	$9,856,316.46
S.R. Weidema, Inc.	$9,974,011.40
Kuechle Underground Inc.	$10,504,549.84

Of the four (4) bids received, the lowest bid of $8,754,418.75 was submitted by Ryan Contracting Company of Elko, Minnesota. Ryan Contracting Company has the experience, equipment and capacity to qualify as the lowest responsible bidder for the project.

Budget Issues:

The bid amount of $8,754,418.75 is within the 2021 budgeted amount. The total estimated budget including contingencies, administration, engineering and legal was $12,280,000.00 and is amended to $10,613,222.45, an approximate 13.6 percent decrease (see attached Resolution – Costs and Revenues tables).

Additionally, $26,610.00 of work was added to the project for the removal of the existing CenterPoint Energy gas main, which they plan to replace concurrently with the City's project. CenterPoint Energy will reimburse the City for this work that is included in the Contract.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/1/2021	Cover Memo

Figure 1 - Project Area 3/1/2021 Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID AND AWARDING A CONTRACT, IMPROVEMENT PROJECT NOS. 2021-01, 02, 03, 04 AND 12, GRANDVIEW SOUTH AREA STREET, STORM DRAINAGE AND UTILITY IMPROVEMENTS AND 53RD AVENUE UTILITY IMPROVEMENTS

WHEREAS, pursuant to an advertisement for bids for Improvement Project Nos. 2021-01, 02, 03, 04 and 12, bids were received, opened and tabulated by the City Clerk and Engineer on the 26th day of February, 2021. Said bids were as follows:

Bidder	Total Base Bid
Ryan Contracting Co.	**$8,754,418.75**
R.L. Larson Excavating, Inc.	$9,856,316.46
S.R. Weidema, Inc.	$9,974,011.40
Kuechle Underground Inc.	$10,504,549.84

WHEREAS, it appears that Ryan Contracting Company of Elko, Minnesota is the lowest responsible bidder.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Ryan Contracting Company of Elko, Minnesota in the name of the City of Brooklyn Center, for Improvement Project Nos. 2021-01, 02, 03, 04 and 12, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer.

2. The estimated project costs and revenues are as follows:

COSTS	Amended Estimate (11/2/20)	Amended per Low Bid
Contract	$10,272,000.00	$ 8,754,418.75
Lighting	$ 50,000.00	$ 8,903.70
Contingency	$ 984,000.00	$ 875,900.00
Subtotal Construction Cost	$11,306,000.00	$ 9,639,222.45
Admin/Legal/Engr.	$ 974,000.00	$ 974,000.00
Total Estimated Project Cost	$12,280,000.00	$10,613,222.45

RESOLUTION NO. _____

REVENUES	Amended Estimate (11/2/20)	Amended per Low Bid
2021-01, 02, 03 & 04: Grandview South Area		
Street Assessment	$ 1,178,450.57	$ 1,178,450.57
Storm Drainage Assessment	$ 371,712.12	$ 371,712.12
Sanitary Sewer Utility	$ 1,640,000.00	$ 1,697,264.50
Water Utility Fund	$ 2,090,000.00	$ 1,979,421.00
Storm Drainage Utility Fund	$ 1,788,287.88	$ 724,559.88
Street Light Utility	$ 60,000.00	$ 14,803.70
Street Reconstruction Fund	$ 3,161,549.43	$ 2,688,182.68
Municipal State Aid (MSA) Fund	$ 1,510,000.00	$ 1,517,347.25
CenterPoint Energy	$ -0-	$ 26,610.00
Miscellaneous (plan sales)	$ -0-	$ 320.00
Subtotal Grandview South Revenue	$11,800,000.00	$10,198,671.70
2021-12: 53rd Avenue		
Sanitary Sewer Utility	$ 130,000.00	$ 147,516.00
Water Utility Fund	$ 90,000.00	$ 29,632.00
Storm Drainage Utility Fund	$ 10,000.00	$ 4,750.00
Municipal State Aid (MSA) Fund	$ 240,000.00	$ 232,652.75
Subtotal 53rd Avenue Revenue	$ 470,000.00	$ 414,550.75
Total Estimated Revenue	$12,270,000.00	$10,613,222.45

March 8, 2021
Date

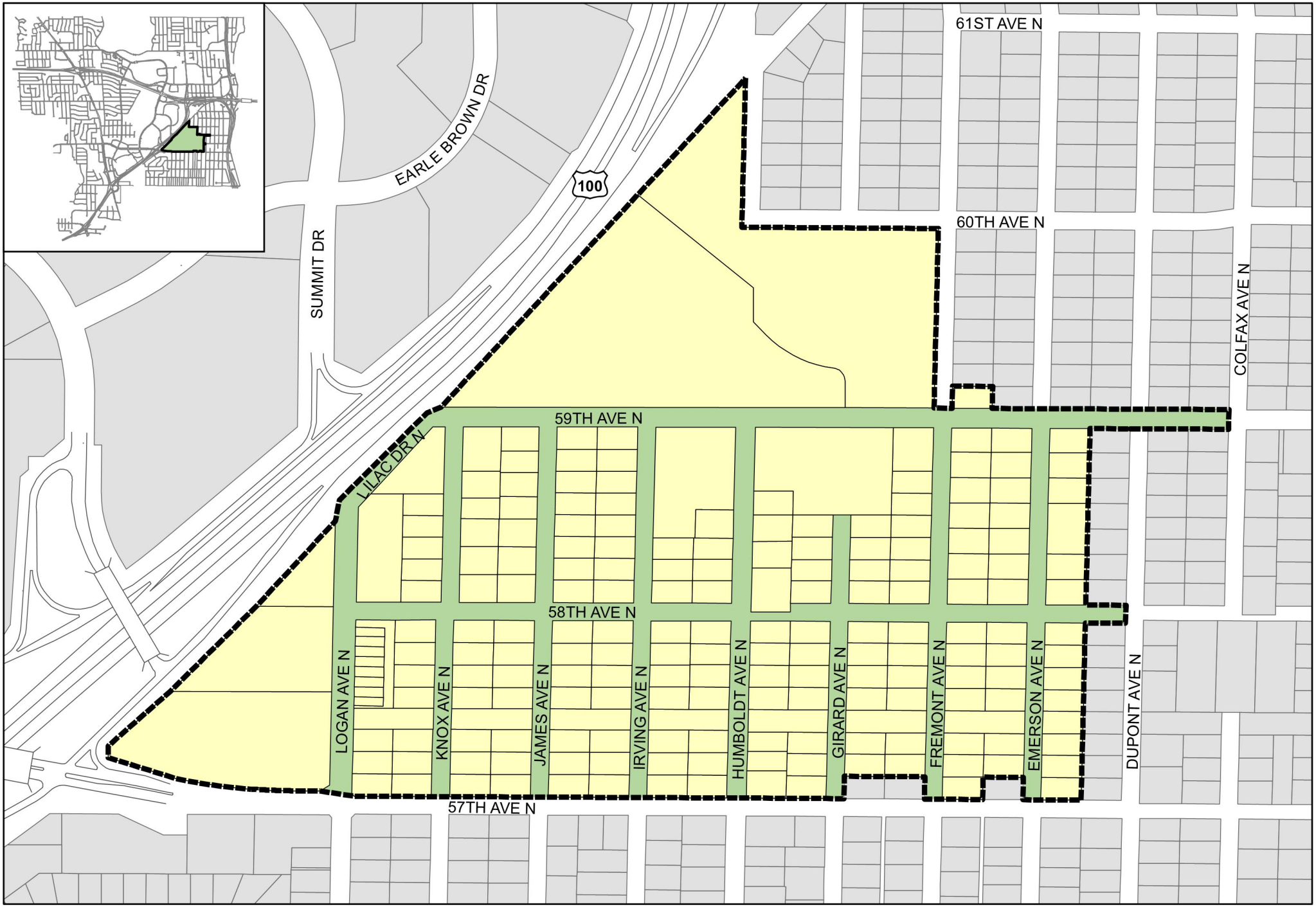
_____
Mayor

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.



Project Area
Grandview South Area Street and Utility Improvements

Figure 1

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Doran M. Cote, P.E., Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Approving and Authorizing Execution of Cooperative Construction Agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements (Bass Lake Road to Interstate 94), Project No. 2021-05, Between Hennepin County and City of Brooklyn Center

Background:

The City completed the Brooklyn Boulevard Corridor Study in 2013 to guide the reconstruction and redevelopment of this corridor. On March 25, 2019, the City Council directed staff to proceed with the preliminary design, environmental documentation, easement acquisition and final design work for the Brooklyn Boulevard Corridor Project Phase 2 Improvements (Bass Lake Road to Interstate 94), Project No. 2021-05. This project is scheduled to be constructed in 2021 and 2022.

The proposed reconstruction and streetscape improvements will improve roadway safety, enhance traffic operations, reduce access points and provide improved bicycle and pedestrian facilities for a one-mile segment of the corridor in Brooklyn Center between Bass Lake Road (County Road 10) and Interstate 94. The project will enhance bicycle and pedestrian travel by adding a trail, improving sidewalks, transit stops, adding streetscaping and landscaping and improving the functionality of intersections with modified turn lanes and access control throughout the corridor.

In 2017, the City of Brooklyn Center was awarded federal funds for the Brooklyn Boulevard Corridor Project Phase 2 Improvements as a part of the 2016 Regional Solicitation. The funding partnership and proportions are being finalized but are anticipated to include federal funding, Hennepin County funding and City funding.

To memorialize Hennepin County's participation, the County has prepared a Cooperative Construction Agreement that details the cost and maintenance responsibilities of each party (see attached). The agreement specifies that the estimated amount that the County will reimburse the City as its share of the project costs is approximately $4.3 million which includes approximately $2.0 million for construction costs, $1.7 million for design and construction engineering costs, $404,000 for right-of-way costs, $124,000 for utility undergrounding costs and $60,000 for Hennepin County supplied traffic signal equipment and trees. This agreement is typical of past joint Hennepin County partnership projects (e.g. Brooklyn Boulevard Corridor Project Phase 1, Bass Lake Road Regional Trail and Streetscape Project and County Road 57 Streetscape Project).

The City Attorney and City Engineer have reviewed the agreement and recommend approval with a few minor revisions that are being reviewed by Hennepin County. It is anticipated that final agreement will be completed and ready for final execution by the end of March.

Budget Issues:

The Brooklyn Boulevard Corridor Project Phase 2 Improvement (Bass Lake Road to Interstate 94) is identified in the City's 2021 Capital Improvement Program and the total project cost is estimated to be $18,095,000. Federal funding through the Surface Transportation Program has been awarded to the City and County for this project in the amount of up to $6,616,000 and the remaining project costs are to be funded from local funding as part of the required cost share. The local partnership and proportions are anticipated to include Hennepin County funding and City funding. The Hennepin County share of project costs is estimated at $4.3 million as noted above with a not to exceed amount of $4.5 million.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/1/2021	Cover Memo
Agreement - Draft	3/1/2021	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO._____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF COOPERATIVE CONSTRUCTION AGREEMENT FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS (BASS LAKE ROAD TO INTERSTATE 94), PROJECT NO. 2021-05, BETWEEN HENNEPIN COUNTY AND CITY OF BROOKLYN CENTER

WHEREAS, the City of Brooklyn Center ("City") and Hennepin County ("County") have been working cooperatively to advance the project to provide roadway, streetscape, trail, and lighting improvements to Brooklyn Boulevard (CR 152) from Bass Lake Road (CR 10) and Interstate 94; and

WHEREAS, the project is multi-jurisdictional, involving Hennepin County and the City; and

WHEREAS, the City received a federal aid grant in the amount of $6,616,000 to participate in the Brooklyn Boulevard improvements, programmed for 2021 construction; and

WHEREAS, the County has designated $4,500,000 as part of the County's Capital Improvement Program to participate in the Brooklyn Boulevard improvements; and

WHEREAS, the City's Capital Improvement Program identifies the Brooklyn Boulevard roadway and streetscape improvements from Bass Lake Road to Interstate 94 to be constructed in 2021; and

WHEREAS, preliminary planning and design of the project have commenced with the City taking the lead as the project manager; and

WHEREAS, the City and County desire to set forth their various construction, funding, operation and maintenance responsibilities in a Cooperative Construction Agreement.

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

1. The City enter into Hennepin County Agreement No. PW 02-02-21 with Hennepin County for the following purposes:

   To outline maintenance responsibilities and provide for payment by the County to the City for their shares of the costs of the Brooklyn Boulevard (CSAH 152) Corridor Project Phase 2 Reconstruction and Streetscape Improvements, City Project Number 2021-05, County Project Number 0906.

RESOLUTION NO. _____

2. The provisions of the draft Agreement are hereby accepted and approved, and the Mayor and City Manager are hereby authorized and directed to execute a final Agreement and any amendments.

March 8, 2021 _____
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.

Agreement No. PW 02-02-21
County Project No. 2090600
County State Aid Highway 152
City of Brooklyn Center
County of Hennepin

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Brooklyn Center**, a Minnesota home-rule charter city, under the laws of the State of Minnesota, hereinafter referred to as the "City". The County and the City collectively are referred to as the "Parties".

DRAFT

Recitals

The following Recitals are incorporated into this Agreement.

1. The current segment of County State Aid Highway (CSAH) 152 (Brooklyn Boulevard) from Bass Lake Road (CSAH 10) to Interstate (I)-694 was last reconstructed in 1984 and lacks typical County roadway features (such as multi-use trails, streetscaping, and placemaking) that promote user comfort.

2. Therefore, to improve safety and mobility for all users as well as traffic operations along the corridor, County and City staff have been collaborating to bring about improvements to the roadway which include: pavement, curb, sidewalk, and storm-water structure replacement, construction of Americans with Disabilities Act (ADA) compliant ramps at the intersections, installation of traffic signal and Accessible Pedestrian Signals (APS), construction of multi-use trail, and other related improvements, as shown on County Project (CP) No. 2090600, City Project No. 2021-05, and which shall hereinafter be referred to as the "Project".

3. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party's financial, ownership, and maintenance responsibilities, and associated costs for the Project.

4. Additionally, the City, through a separate agreement with Xcel Energy plans to bury overhead electrical power lines along the Project corridor and the County intends to cost participate in the work as stipulated herein.

5. The City shall be the lead agency in Project design, engineering, and construction administration, and be responsible for acquiring all necessary right of way and/or other governmental agencies-required permits needed for the Project.

6. The City Engineer has prepared an Engineer's Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer's Estimate and an estimated Division of Cost Summary, marked Exhibit "A", is attached hereto.

7. The Project will be carried out by the Parties under the provisions of Minnesota Statutes,

Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

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

1.1. Effective Date. This Agreement is effective as of the date of the final signature.

1.2. Expiration Date. This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.

1.3. Survival of Terms. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

1.4. Exhibits.

1.4.1. Exhibit A (Division of Cost Summary and Engineer's Estimate of Quantities and Unit Prices) is attached and incorporated into this Agreement.

1.4.2. Exhibit B (Hennepin County Department of Public Works – Transportation Division: Recommended Urban Landscape/Streetscape Guidelines) is attached and incorporated into this Agreement.

1.4.3. Exhibit C (MnDOT ADA Compliance Checklist (Curb Ramp) form) is attached and incorporated into this Agreement.

2. Project Construction.

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

2.2. Plans and Specifications.

2.2.1. Design Work. All design work performed by the City and its agents that is

DRAFT

to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA), and be approved by the County Engineer. Attached as Exhibit "C" is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) form. The City or its agents shall complete the form for each curb ramp constructed as part of the Project and submit the forms by using the "Asset Management" site, which requires registration to access. The City understands and agrees that payment will not be made by the County until all required ADA certification forms have been received and verified by the County. (https://www.hennepin.us/residents/transportation/ada-transition-plan).

2.2.2. Plan Numbers. The plans and specifications are referenced and identified as State Project Numbers: 109-020-014, 027-752-036, and 109-101-006, and shall be approved by MnDOT.

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

2.2.4. Plan Review and Approval. The City shall furnish the County with plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% with title sheet for County signature. The City must provide the title sheet for County signature, with the City signature affixed to the title sheet.

2.2.5. Materials Sampling and Testing. All construction and materials sampling and testing for the Project shall be accomplished in accordance with all applicable standards and requirements of MnDOT State Aid for Local Transportation Division in effect at the time of Contract award. Material samples sent to MnDOT shall not include the County's State Aid Number.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1. Plan Changes. The County agrees that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the

DRAFT

construction to be in all things performed and completed in a satisfactory manner, subject to the County's rights under Section 2.4.2 and the limitations and restrictions on County cost participation provided in Sections 3.1, 3.2 and 4.1.

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

2.5. Right of Way/Permit

2.5.1. Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.

2.5.2. Access Rights and Permits. The County shall cooperate with the conveyance of any reasonable access rights over the County right of way that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County Staff approval requirements; these access rights will be granted at no cost to the City. Any and all permits required by the County for the Project shall be granted at no cost or expense to the City or its contractors. The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3. Right of Way Costs. The County's share in right of way cost required for complete construction of the Project is a part of the total County's cost participation in the Project as listed in Subsection 3.1 below.

2.6. Traffic Signal.

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

2.6.2. Traffic Signal System Adjustment. The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the traffic control signal, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signals may be directly involved in an emergency.

DRAFT

2.6.3. Emergency Vehicle Preemption (EVP). The EVP Systems provided for herein shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

2.6.3.1. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03.

2.6.3.2. The City shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.

2.6.3.3. In the event the EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems.

2.6.3.4. All timing of the EVP Systems shall be determined by the County.

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

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

2.9. Detours. The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no additional compensation to the City for detours onto its streets required to construct the Project. All detour signage is a part of the Project.

2.10. Utilities Undergrounding. The Project involves relocating and burial of overhead electrical power lines by Xcel Energy within the Project limits. Xcel Energy, through a separate agreement with the City, will perform the contracted work either in conjunction with or prior to the start of the construction activities of the Project.

2.10.1. As a result of this work, individual service feeds for the residences and businesses may need to be rewired in a manner to make the service feeds compatible with the newly buried electrical power lines. The City agrees to coordinate with Xcel Energy and the affected property owners regarding any individual service feed rewiring that may be required or desired.

2.10.2. The County will participate in a proportionate share of the costs to underground overhead power lines as stipulated in Subsection 3.1 below.

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

DRAFT

provided herein.

3.1. County's Cost Participation. The County's cost participation in the Project shall be a Not to Exceed (NTE) amount of Four Million Five Hundred Thousand Dollars and No Cents ($4,500,000.00) ("County Cost Participation"). The City understands and agrees that the total and only County Cost Participation for the Project shall be the NTE amount of $4,500,000.00. For informational purposes only, the attached Exhibit "A" - Division of Cost Summary and the included Engineer's Estimate of quantities and unit prices for the above-described Project lists the total estimated County's share of the Project ($4,303,289.58) which includes the costs to be paid with either State Aid and/or County Bonds, of Project construction ($2,006,554.58), design and construction engineering ($1,708,896), right of way ($404,238), County Supplied Equipment ($55,000), County Supplied Trees ($4,521), and utilities undergrounding ($124,080). The Parties agree that the amount as shown in Exhibit "A" is an estimate of the costs for the contract construction on the Project. Therefore, the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the City Engineer's designated representatives shall govern in computing the total final contract construction cost for apportioning the cost of the Project according to the provisions herein and the final quantities as measured by the City Engineer's designated representatives for contract pay items in which the County is participating shall be capped at the above-listed NTE amount of $4,500,000.00 and shall be subject to the review and approval by the County Engineer.

3.2. State Aid Funds. The County may elect to use County State Aid funds to pay for the County Cost Participation amount contemplated by this Agreement. Therefore, project costs paid with the County Cost Participation funds must be eligible for County State Aid funding, and shall be used for construction and associated engineering costs that benefits the County highways included in the Project.

3.3. State Aid Fund Eligibility. The County reserves the right to cancel payment for its share of the costs under this Agreement if any action or inaction of the City causes MnDOT's State Aid Engineer to determine that the County's costs are not eligible for State Aid funding. The County's cost participation in the Project is contingent upon submittal, to the County by the City, of the MnDOT approved-plan for the project.

4. Payment.

4.1. Amount Due. As listed in Exhibit "A", the County Cost Participation amount in the Project to be paid to the City per this Agreement is $4,243,768.58. In the event that the final unit prices set forth in the contract with the successful bidder and the final quantities as measured by the City Engineer's designated representatives in computing the total final contract construction cost shall exceed the estimated amount listed herein, the estimated costs to be paid by the County to the City shall be the balance of the NTE amount of $4,500,000.00 less the estimated amount used to pay for the County's share of the County Supplied Equipment ($55,000) and Trees ($4,521), currently estimated at $4,440,479.

4.2. When to Invoice. After an award by the City to the successful bidder on the Project,

DRAFT

the City shall invoice the County for ninety five percent (95%) of the estimated County Cost Participation amount in the contract construction costs and construction and design engineering costs for the Project.

4.3. **What to Include in the Invoice.** The invoice shall include: date of invoice, invoice number, name of the project manager (Mr. Stanley Lim, P.E), project name, County Project number (CP 2090600), contract number, and purchase order number. The City shall include one project per invoice, provide the County with complete as built plans, and before and after photographs of the Project.

4.4. **Where to Send Invoice.** Invoices and supporting documentation should be mailed to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388.

4.5. **Approval and Payment of the Final Amount.** Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and submittal of the City Engineer's final estimate for the Project to the County, the remainder of the County's shares in the engineering and contract construction costs of the Project (final 5% of the above stated NTE amount), will be due the City within forty-five (45) days of receipt of the invoice.

4.6. **Remaining Balance.** Upon final payment to the Project contractor by the City, any amount remaining as a balance in the deposit account will be returned to the County, within 45 days, on a proportionate basis based on the County's initial deposit amount and the County's final proportionate share of the Project costs. Likewise, any amount due the City from the County upon final payment by the City shall be paid by the County as its final payment for the construction and engineering costs of the Project within forty five (45) days of receipt of an invoice from the City.

5. **County Supplied Equipment.** The County will provide County Supplied Equipment consisting of two traffic control signal cabinets equipped with controller, video detection equipment, and required accessories to be installed at the intersections of CSAH 152 and 63rd and at 65th Avenues as a part of the Project.

5.1. The City agrees to reimburse the County for fifty percent (50%) of the costs of the County Supplied Equipment. For informational purposes only, the total estimated costs for the County Supplied Equipment is $110,000.00 and the City's estimated share is $55,000. The City agrees that this is an estimate and that the actual quantities of equipment, as determined by the County Engineer, shall govern in computing the total final costs to the City. The City will directly pay the County for the costs rather than applying its share as a credit against the County's proportionate share of the Project costs.

5.2. The City or its agents shall notify the County's Signal Shop Supervisor a minimum of thirty (30) days prior to picking up the County Supplied Equipment. The County shall notify the City when the County Supplied Equipment is ready to be picked up for field installation. It shall be the responsibility of the City or its agents to pick up the County Supplied Equipment at the Hennepin County Department of Transportation, Public Works Facility in Medina, Minnesota and install the equipment on the Project.

DRAFT

5.3. Upon picking up of the County Supplied Equipment by the City or its agents, the County will invoice the City for the County Supplied Equipment. Payment shall be made directly to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoice within forty five (45) days of receipt of the invoice.

6. County Supplied (Bare Root "Gravel Bed") Trees. The Project includes tree planting along the Project corridor. Hennepin County Foresters intend to work with Sentencing to Service (STS) crews, under the supervision of the County's certified arborists, to perform the work, to minimize planting costs.

6.1. Definition. "Gravel bed" trees are defined herein as bare root trees delivered from a nursery and installed in an irrigated bed of gravel. During this time, trees dramatically increase their fibrous root volume, which in turn decreases transplant shock and increases survival rates making them particularly suitable for roadway corridors that are heavily salted during the winter months. In addition, "gravel bed" trees are approximately one quarter the cost of trees which are most commonly planted along roadways.

6.2. Total Quantities and Costs of Trees to be Planted. The County has the materials and resources available to complete the "gravel bed" tree planting along the CSAH 152 roadway at a greatly reduced cost. The County shall furnish and plant, as per the construction plans, approximately one hundred thirty seven (137) bare root "gravel bed" trees within the right of way along CSAH 152 from CSAH 10 to I-694 in conjunction with the construction of the Project, at a cost of one hundred dollars ($100) per tree, for a total estimated cost of Thirteen Thousand Seven Hundred Dollars and No Cents ($13,700.00) "Tree Planting Costs". The City shall reimburse the County for sixty seven percent (67%) or Nine Thousand One Hundred Seventy Nine Dollars and No Cents ($9,179.00) as its proportionate share of the Tree Planting Costs ("City's Share of Tree Planting Costs").

6.3. Payment for City's Share of Tree Planting Costs. After completion of the "gravel bed" tree planting, the County will invoice the City for one hundred percent (100%) of the City's Share of Tree Planting Costs. The City will directly pay the County for the costs rather than applying its share as a credit against the County's proportionate share of the Project costs. Payment shall be made to the County by the City for the full amount due stated on the invoice within forty five (45) days of receipt of the invoice.

6.4. Establishment Period. The trees will be maintained and watered for the first two years by the County STS Forestry crew. County certified arborists will pay close attention to the status of the trees during this period and ensure that the proper level of care is given if any tree looks stressed. Any tree that does not survive within the first two years will be replaced by the County. The City agrees that the County STS Forestry crew may request its water tank to be filled at a designated City facility to assist in watering efficiency during the two year establishment period. The County intends to use "gator bags" for watering the trees and employs a 500 gallon water tank for the watering efforts. It is estimated it will take five (5) tanks to water the trees planted with the Project one

DRAFT

time, and the County STS Forestry crew will water the trees on average six (6) times per season. The City agrees to provide the required water for the trees at no cost to the County.

7. **The City's Maintenance Responsibilities.** Upon completion of the Project, the City shall provide the following year-round maintenance services required thereafter at no cost to the County.

7.1. Traffic Signal Systems. Routine maintenance of permanent traffic control signals and interconnect reconstructed under the Project, including the lamp on the luminaire extension, the fuse and the wire from the lamp to the load side of the meter socket of traffic signal systems, and EVP components. In the event that the City fails to perform or request for the County's assistance in performing these maintenance responsibilities, the County with its forces, at its sole discretion and subject to the limitations imposed by availability of manpower, equipment and replacement parts, and the condition of the County Road System, will endeavor to perform these maintenance items and invoice the City for the services rendered, and the City shall pay such invoices.

7.2. Street Lighting. The City shall assume routine maintenance of street lights installed as part of the Project at no cost to the County. Maintenance includes but is not limited to replacing burned-out lamps, replacing fixtures or any other lighting components as per accepted City maintenance practices.

7.3. Sidewalks, Pedestrian Refuges, and Pedestrian Ramps. The City shall assume routine maintenance of sidewalks, pedestrian refuges, and pedestrian ramps. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.

7.4. Multi-use Trail/Bicycle Facility. The City shall assume routine maintenance of multi-use trail/bicycle facility constructed as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.

7.5. Crosswalk Markings. The City shall assume maintenance according to City practices of crosswalk markings installed as part of the Project.

7.6. Storm Sewers. The City shall assume maintenance of City owned storm sewer drainage systems such as all trunk lines, grit chambers, ponds, storm water treatment and drainage structures, constructed/reconstructed under the Project.

7.7. Landscaping. The City affirms that any landscaping and streetscape to be constructed by the City or its agents within the right of way of CSAH 152 shall be constructed and maintained in accordance with the attached Exhibit B (Hennepin County Department of Public Works – Transportation Division: Recommended Urban Landscape/Streetscape Guidelines). Additionally, after the two year establishment period, the City shall assume maintenance responsibilities of the "gravel bed" trees planted as part of this Project without any cost to the County.

DRAFT

8. **The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below:

   8.1. Roadways. Maintenance of CSAH 152 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.

   8.2. Traffic Signal Components. The County shall thereafter retain ownership of and maintain and repair the traffic control signal systems and their components at the expense of the County except for those items identified as City's responsibilities above.

   8.3. County Road Pavement Striping. The County shall thereafter maintain and repair all pavement striping for roadway users installed as a part of the Project, except for those items (i.e., crosswalk markings) identified as City's responsibilities above.

   8.4. Storm Sewers. Upon completion of the Project, the County shall retain ownership of and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets, at no cost to the City.

9. **Authorized Representatives.**
   In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

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

City of Brooklyn Center:
Mike Albers
City Engineer
City of Brooklyn Center
6301 Shingle Creek Crossing, Brooklyn Center, MN 55430
Office: 763-569-3326
malbers@ci.brooklyn-center.mn.us

DRAFT

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

10.1. Assignment. The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.

10.2. Amendments. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

10.3. Default. If the City fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the City's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

10.4. Waiver. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

10.5. Agreement Complete. The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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

11. Indemnification.

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

DRAFT

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

12. Insurance. The City agrees that any future contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation:

	Limits
(1) Commercial General Liability on an occurrence Basis with contractual liability coverage:	
General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations Covered under this Agreement.

(2) Automobile Liability:	
Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	$1,500,000
(3) Workers' Compensation and employer's Liability:	
Work Workers' Compensation: If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	Statutory
Employer's Liability. Bodily injury by: Accident – Each Accident	$500,000

DRAFT

Disease – Policy Limit	$500,000
Disease - Each Employee	$500,000

(4) Professional Liability – Per Claim and Aggregate: $2,000,000

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

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

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

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

13. Worker Compensation Claims.

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

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

14. Records/Audits. The City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the City which involve transactions relating to this Agreement.

DRAFT

15. **Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

16. **Counterparts/Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

17. **Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

(This space left intentionally blank)

DRAFT

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

CITY OF BROOKLYN CENTER

(Seal)

By:_____
Mayor

Date:_____

And:_____
City Manager/Administrator

Date:_____

COUNTY OF HENNEPIN

ATTEST:

By:_____
Deputy/Clerk of the County Board
Date:_____

By:_____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:

By:_____
Assistant County Attorney
Date:_____

And:_____
Assistant County Administrator, Public Works
Date:_____

RECOMMENDED FOR APPROVAL

By:_____
County Highway Engineer
Date:_____

RECOMMENDED FOR APPROVAL

By:_____
Department Director, Transportation Operations

DRAFT

Date:_____

EXHIBIT "A"

Division of Cost Summary and Engineer's Estimate of Quantities and Unit Prices

EXHIBIT "B"
(Hennepin County Department of Public Works – Transportation Division: Recommended Urban Landscape/Streetscape Guidelines)

EXHIBIT "C"
(MnDOT ADA Compliance Checklist (Curb Ramp) form)

(This space left intentionally blank)

DRAFT

CSAH 152 (BROOKLYN BLVD) PHASE 2 RECONSTRUCTION
COUNTY PROJECT NO. 0906
DIVISION OF COST SUMMARY
(EXHIBIT A)

			Hennepin County Funding ($4,500,000 NTE)		
	TOTAL	Federal Funding	State Aid ($3,400,000 NTE)	County Bonds ($1,100,000 NTE)	Brooklyn Center Funding
Roadway **(1)**	$ 9,351,090.55		$ 6,642,666.55		$ 2,708,424.00
percent of total **(1a)**	100%		71%		29%
percent of total w/ federal funding **(1b)**	100%	71%	21%		8%
Roadway cost splits w/ federal funding **(1c)**	$ 9,351,090.55	$ 6,616,000.00	$ 1,942,906.49	$ -	$ 792,184.06
Landscaping 1 **(2)**	$ 192,873.00	$ -	$ 63,648.09	$ -	$ 129,224.91
Landscaping 2 **(3)**	$ 255,250.00	$ -	$ -	$ -	$ 255,250.00
Local SAP 109-101-006	$ 120,109.55	$ -	$ -	$ -	$ 120,109.55
Local CP 2021-05	$ 1,502,541.00	$ -	$ -	$ -	$ 1,502,541.00
Construction Total	$ 11,421,864.10	$ 6,616,000.00	$ 2,006,554.58	$ -	$ 2,799,309.52
Right of Way **(4)**	$ 808,476.00	$ -	$ -	$ 404,238.00	$ 404,238.00
County Supplied Trees **(5)**	$ 13,700.00	$ -	$ -	$ 4,521.00	$ 9,179.00
County Supplied Traffic Signal Equipment **(6)**	$ 110,000.00	$ -	$ -	$ 55,000.00	$ 55,000.00
Utility Undergrounding **(7)**	$ 376,000.00	$ -	$ -	$ 124,080.00	$ 251,920.00
Engineering (Design & Construction Admin) **(8)**	$ 2,441,280.00	$ -	$ 1,393,445.42	$ 315,450.58	$ 732,384.00
PROJECT TOTAL	**$ 15,171,320.10**	**$ 6,616,000.00**	$ 3,400,000.00	$ 903,289.58	**$ 4,252,030.52**
			$	**4,303,289.58**	

ESTIMATED COST PAID BY COUNTY TO CITY (9)	$ 3,400,000.00	$ 843,768.58
	$	**4,243,768.58**

ESTIMATED COST PAID BY CITY TO COUNTY (10)	**$ 64,179.00**

NOTES:

(1) Federal Aid eligible roadway items. County and City shares split based on Hennepin County Cost Participation and Maintenance Policies and unit prices from the engineer's estimate of quantities.

(1a) Percentage splits of Federal Aid eligible roadway items.

(1b) Percentage splits of Federal Aid eligible roadway items after federal funding is applied. Federal funding capped at $6,616,000.00 or 80% of Federal Aid eligible items, whichever is less. In the case of this estimate, $6,616,000 controls which is 71% of the total Federal Aid eligible items. Remaining 29% is the local match and is split proportionally based on percentages listed in **(1a)**. (Rounded) local match split is 21% County / 8% City. Percentages shall remain constant for the duration of the contract and will not change based on as-bid contract or changes during construction.

(1c) Cost allocation after federal funding applied using percentages listed in **(1b)**.

(2) Landscaping split 33% County / 67% City

(3) Landscaping 100% City

(4) Right of Way cost split 50% County / 50% City

(5) 137 trees to be supplied and installed by County at $100/EA. Tree costs split 33% County / 67% City.

(6) Traffic signal equipment supplied by County includes cabinet/controllers and video detection systems (VDS). Cabinets/controllers estimated cost = $30,000.00 per intersection. VDS estimated cost = $25,000.00 per intersection.

Traffic Signal System @ 63rd (controller + VDS) = $55,000.00 (Cost Split: 50% County / 50% City)
Traffic Signal System @ 65th (controller + VDS) = $55,000.00 (Cost Split: 50% County / 50% City)

(7) County will participate in up to 33% of utility undergrounding costs.

(8) Engineering cost split 70% County / 30% City

(9) County's project total less County's proportionate share of County Supplied Trees and County Supplied Traffic Signal Equipment

(10) City's proportionate share of County Supplied Trees and County Supplied Traffic Signal Equipment

**EXHIBIT "A" for PW 02-02-21,
CSAH No. 152, CP 2090600, page 2 of 4**

BROOKLYN BOULEVARD - ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.		ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT QUANTITIES		FEDERAL AID PARTICIPATING 80% FEDERAL / 14% HENNEPIN COUNTY/ 6% CITY OF BROOKLYN CENTER				STATE AID LANDSCAPING				FEDERAL AID NON PARTICIPATING			
							SP 109-020-014, 027-752-036				SAP 109-020-014, 027-752-036				SAP 109-101-006		LOCAL AGENCIES	
							HENNEPIN COUNTY		CITY OF BROOKLYN CENTER		33% HENNEPIN COUNTY 67% CITY OF BROOKLYN CENTER		100% CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER CP 2021-05	
					ESTIMATED	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
2011.601		AS BUILT	LUMP SUM	$9,000.00	1	$9,000.00	0.5	$4,500.00	0.5	$4,500.00								
2021.501		MOBILIZATION	LUMP SUM	$700,000.00	1	$700,000.00	0.58	$406,000.00	0.24	$168,000.00	0.02	$14,000.00	0.02	$14,000.00	0.01	$7,000.00	0.13	$91,000.00
2031.502		FIELD OFFICE TYPE D	EACH	$45,000.00	1	$45,000.00	0.58	$26,100.00	0.24	$10,800.00	0.02	$900.00	0.02	$900.00	0.01	$450.00	0.13	$5,850.00
2041.610		TRAINEES	HOUR	$1.00														
2101.524		CLEARING	TREE	$300.00	74	$22,200.00	48	$14,400.00	12	$3,600.00					3	$900.00	11	$3,300.00
2101.524		GRUBBING	TREE	$250.00	74	$18,500.00	48	$12,000.00	12	$3,000.00					3	$750.00	11	$2,750.00
2102.503		PAVEMENT MARKING REMOVAL	LIN FT	$1.00	490	$490.00	490	$490.00										
2104.502		REMOVE BOLLARDS	EACH	$130.00	2	$260.00	2	$260.00										
2104.502		REMOVE LIGHTING UNIT	EACH	$400.00	17	$6,800.00	1	$400.00									16	$6,400.00
2104.502		REMOVE CASTING	EACH	$200.00	2	$400.00	2	$400.00										
2104.502		REMOVE GATE VALVE & BOX	EACH	$400.00	10	$4,000.00	10	$4,000.00										
2104.502		REMOVE CURB STOP & BOX	EACH	$200.00	26	$5,200.00											26	$5,200.00
2104.502		REMOVE HYDRANT	EACH	$700.00	5	$3,500.00	5	$3,500.00										
2104.502		REMOVE DRAINAGE STRUCTURE	EACH	$500.00	53	$26,500.00	50	$25,000.00							3	$1,500.00		
2104.502		REMOVE SIGN TYPE C	EACH	$65.00	68	$4,420.00	64	$4,160.00							4	$260.00		
2104.502		REMOVE SIGN TYPE D	EACH	$110.00	1	$110.00	1	$110.00										
2104.502		REMOVE SIGNAL SYSTEM A	EACH	$6,000.00	1	$6,000.00	0.5	$3,000.00	0.5	$3,000.00								
2104.502		REMOVE SIGNAL SYSTEM B	EACH	$6,000.00	1	$6,000.00	0.5	$3,000.00	0.5	$3,000.00								
2104.502		REMOVE LIGHT FOUNDATION	EACH	$500.00	5	$2,500.00	1	$500.00									4	$2,000.00
2104.502		SALVAGE CASTING	EACH	$250.00	12	$3,000.00	12	$3,000.00										
2104.502		SALVAGE SIGN TYPE C	EACH	$55.00	22	$1,210.00	22	$1,210.00										
2104.502		SALVAGE SIGN TYPE D	EACH	$110.00	1	$110.00	1	$110.00										
2104.502		SALVAGE SIGN PANEL TYPE SPECIAL	EACH	$85.00	8	$680.00											8	$680.00
2104.502		SALVAGE BENCH	EACH	$500.00	1	$500.00											1	$500.00
2104.502		REMOVE BOULDER	EACH	$500.00	2	$1,000.00	2	$1,000.00										
2104.503		REMOVE WATER MAIN	LIN FT	$20.00	276	$5,520.00			276	$5,520.00								
2104.503		REMOVE SEWER PIPE (STORM)	LIN FT	$15.00	5006	$75,090.00	4894	$73,410.00							112	$1,680.00		
2104.503		REMOVE SEWER PIPE (SANITARY)	LIN FT	$20.00	1873	$37,460.00			1873	$37,460.00								
2104.503		REMOVE CURB & GUTTER	LIN FT	$3.00	12250	$36,750.00	11260	$33,780.00	540	$1,620.00					450	$1,350.00		
2104.503		REMOVE RETAINING WALL	LIN FT	$40.00	260	$10,400.00	260	$10,400.00										
2104.503		REMOVE FENCE	LIN FT	$8.00	750	$6,000.00	750	$6,000.00										
2104.503		REMOVE WOOD FENCE	LIN FT	$4.00	10	$40.00	10	$40.00										
2104.503		REMOVE NON-METALLIC CONDUIT	LIN FT	$2.00	200	$400.00											200	$400.00
2104.503		REMOVE WOOD EDGER	LIN FT	$10.00	30	$300.00	30	$300.00										
2104.503		SALVAGE CHAIN LINK FENCE	LIN FT	$18.00	40	$720.00	40	$720.00										
2104.503		SALVAGE WOODEN FENCE	LIN FT	$20.00	40	$800.00	40	$800.00										
2104.504		REMOVE CONCRETE MEDIAN	SQ YD	$5.00	2420	$12,100.00	2400	$12,000.00							20	$100.00		
2104.504		REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	$10.00	1420	$14,200.00	1420	$14,200.00										
2104.504		REMOVE CONCRETE PAVEMENT	SQ YD	$6.00	660	$3,960.00	660	$3,960.00										
2104.504		REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$8.00	1460	$11,680.00	1460	$11,680.00										
2104.504		REMOVE BITUMINOUS PAVEMENT	SQ YD	$6.00	46240	$277,440.00	44540	$267,240.00	780	$4,680.00					920	$5,520.00		
2104.518		REMOVE BITUMINOUS WALK	SQ FT	$1.00	9970	$9,970.00	9120	$9,120.00									850	$850.00
2104.518		REMOVE CONCRETE WALK	SQ FT	$2.00	45230	$90,460.00	39390	$78,780.00	1030	$2,060.00					1010	$2,020.00	3800	$7,600.00
2104.601		HAUL SALVAGED MATERIAL	LUMP SUM	$15,000.00	1	$15,000.00											1	$15,000.00
2104.604		SALVAGE LANDSCAPE ROCK	SQ YD	$20.00	40	$800.00	40	$800.00										
2105.504		GEOTEXTILE FABRIC TYPE 5	SQ YD	$3.00	200	$600.00	200	$600.00										
2105.601		DEWATERING	LUMP SUM	$285,000.00	1	$285,000.00	0.5	$142,500.00	0.5	$142,500.00								
2105.607		HAUL & DISPOSE OF CONTAMINATED MATERIAL	CU YD	$50.00	80	$4,000.00	80	$4,000.00										
2106.507		EXCAVATION - COMMON (P)	CU YD	$15.00	24523	$367,845.00	21335	$320,025.00	1927	$28,905.00					502	$7,530.00	759	$11,385.00
2106.507		GRANULAR EMBANKMENT (CV) (P)	CU YD	$8.00	5934	$47,472.00	5296	$42,368.00	304	$2,432.00					116	$928.00	218	$1,744.00
2106.507		COMMON EMBANKMENT (CV) (P)	CU YD	$15.00	3074	$46,110.00	2502	$37,530.00	391	$5,865.00					89	$1,335.00	92	$1,380.00
2123.610		STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$200.00	300	$60,000.00	260	$52,000.00							20	$4,000.00	20	$4,000.00
2130.523		WATER	M GALLON	$20.00	2000	$40,000.00	2000	$40,000.00										
2211.507		AGGREGATE BASE (CV) CLASS 5	CU YD	$25.00	23270	$581,750.00	22530	$563,250.00	260	$6,500.00					290	$7,250.00	190	$4,750.00
2232.504		MILL BITUMINOUS SURFACE	SQ YD	$1.00	14600	$14,600.00	14600	$14,600.00										
2301.504		CONCRETE PAVEMENT 9.0"	SQ YD	$125.00	110	$13,750.00	110	$13,750.00										
2360.509		TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$90.00	240	$21,600.00			120	$10,800.00					120	$10,800.00		
2360.509		TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	$75.00	120	$9,000.00			120	$9,000.00								
2360.509		TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	$75.00	5700	$427,500.00	5700	$427,500.00										
2360.509		TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$80.00	150	$12,000.00									150	$12,000.00		
2360.509		TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	$75.00	8830	$662,250.00	8830	$662,250.00										
2411.603		CONCRETE PLANTER WALL	LIN FT	$40.00	441	$17,640.00					441	$17,640.00						
2411.618		MODULAR BLOCK RETAINING WALL	SQ FT	$75.00	110	$8,250.00	55	$4,125.00	55	$4,125.00								
2502.503		4" PERF TP PIPE DRAIN	LIN FT	$9.00	3070	$27,630.00	1425	$12,825.00	1425	$12,825.00					220	$1,980.00		
2502.602		6" PVC PIPE DRAIN CLEANOUT	EACH	$750.00	1	$750.00			1	$750.00								
2503.502		FLAP GATE FOR 15" RC PIPE	EACH	$3,000.00	1	$3,000.00	0.5	$1,500.00	0.5	$1,500.00								
2503.502		FLAP GATE FOR 18" RC PIPE	EACH	$3,700.00	1	$3,700.00	0.5	$1,850.00	0.5	$1,850.00								
2503.503		15" CP PIPE SEWER (SMOOTH)	LIN FT	$60.00	12	$720.00	6	$360.00	6	$360.00								
2503.503		4" PVC PIPE SEWER	LIN FT	$50.00	245	$12,250.00			245	$12,250.00								
2503.503		6" PVC PIPE SEWER	LIN FT	$55.00	181	$9,955.00			181	$9,955.00								
2503.503		8" PVC PIPE SEWER	LIN FT	$60.00	545	$32,700.00			545	$32,700.00								
2503.503		44" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	$160.00	403	$64,480.00	201.5	$32,240.00	201.5	$32,240.00								
2503.503		51" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	$180.00	88	$15,840.00	44	$7,920.00	44	$7,920.00								
2503.503		12" RC PIPE SEWER DES 3006 CL V	LIN FT	$50.00	52	$2,600.00	26	$1,300.00	26	$1,300.00								
2503.503		15" RC PIPE SEWER DES 3006 CL V	LIN FT	$54.00	1851	$99,954.00	925.5	$49,977.00	925.5	$49,977.00								
2503.503		18" RC PIPE SEWER DES 3006 CL III	LIN FT	$54.00	486	$26,244.00	221	$11,934.00	221	$11,934.00					44	$2,376.00		
2503.503		21" RC PIPE SEWER DES 3006 CL III	LIN FT	$58.00	113	$6,554.00	56.5	$3,277.00	56.5	$3,277.00								
2503.503		24" RC PIPE SEWER DES 3006 CL III	LIN FT	$70.00	708	$49,560.00	354	$24,780.00	354	$24,780.00								
2503.503		30" RC PIPE SEWER DES 3006 CL III	LIN FT	$115.00	297	$34,155.00	148.5	$17,077.50	148.5	$17,077.50								
2503.503		36" RC PIPE SEWER DES 3006 CL III	LIN FT	$130.00	749	$97,370.00	374.5	$48,685.00	374.5	$48,685.00								
2503.503		42" RC PIPE SEWER DES 3006 CL III	LIN FT	$150.00	705	$105,750.00	352.5	$52,875.00	352.5	$52,875.00								
2503.503		54" RC PIPE SEWER DES 3006 CL III	LIN FT	$230.00	93	$21,390.00	46.5	$10,695.00	46.5	$10,695.00								
2503.503		60" RC PIPE SEWER DES 3006 CL III	LIN FT	$270.00	1232	$332,640.00	616	$166,320.00	616	$166,320.00								
2503.602		CONNECT TO EXISTING SANITARY SEWER	EACH	$2,500.00	1	$2,500.00			1	$2,500.00								
2503.602		CONNECT TO EXISTING MANHOLES (SAN)	EACH	$3,000.00	2	$6,000.00			2	$6,000.00								
2503.602		CONNECT TO EXISTING STORM SEWER	EACH	$1,000.00	26	$26,000.00	12	$12,000.00	13	$13,000.00					1	$1,000.00		
2503.602		CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	$1,400.00	3	$4,200.00	1.5	$2,100.00	1.5	$2,100.00								
2503.602		6"X4" PVE WYE	EACH	$650.00	2	$1,300.00			2	$1,300.00								
2503.602		8"X4" PVC WYE	EACH	$700.00	16	$11,200.00			16	$11,200.00								

**EXHIBIT "A" for PW 02-02-21,
CSAH No. 152, CP 2090600, page 3 of 4**

BROOKLYN BOULEVARD - ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.		ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT QUANTITIES		FEDERAL AID PARTICIPATING 80% FEDERAL / 14% HENNEPIN COUNTY/ 6% CITY OF BROOKLYN CENTER				STATE AID LANDSCAPING				FEDERAL AID NON PARTICIPATING			
							SP 109-020-014, 027-752-036				SAP 109-020-014, 027-752-036				SAP 109-101-006		LOCAL AGENCIES	
							HENNEPIN COUNTY		CITY OF BROOKLYN CENTER		33% HENNEPIN COUNTY 67% CITY OF BROOKLYN CENTER		100% CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER CP 2021-05	
					ESTIMATED	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
2503.602		8"X6" PVC WYE	EACH	$750.00	1	$750.00			1	$750.00								
2503.603		PLUG FILL & ABANDON PIPE SEWER	LIN FT	$15.00	30	$450.00			30	$450.00								
2503.603		CLEAN & VIDEO TAPE PIPE SEWER	LIN FT	$6.00	726	$4,356.00											726	$4,356.00
2503.603		LINING SEWER PIPE 8"	LIN FT	$40.00	1480	$59,200.00											1480	$59,200.00
2503.610		EXPLORATORY POT HOLE EXCAVATION	HOUR	$500.00	20	$10,000.00			20	$10,000.00								
2504.601		IRRIGATION SYSTEM	LUMP SUM	$65,000.00	1	$65,000.00							1	$65,000.00				
2504.601		TEMPORARY WATER SERVICE	LUMP SUM	$40,000.00	1	$40,000.00											1	$40,000.00
2504.602		ANODE PACKS	EACH	$225.00	5	$1,125.00			5	$1,125.00								
2504.602		CONNECT TO EXISTING WATER MAIN	EACH	$2,000.00	17	$34,000.00			17	$34,000.00								
2504.602		HYDRANT	EACH	$5,000.00	5	$25,000.00			5	$25,000.00								
2504.602		ADJUST GATE VALVE & BOX	EACH	$310.00	12	$3,720.00			12	$3,720.00								
2504.602		1" CORPORATION STOP	EACH	$300.00	1	$300.00			1	$300.00								
2504.602		1.5" CORPORATION STOP	EACH	$650.00	1	$650.00							1	$650.00				
2504.602		4" GATE VALVE & BOX	EACH	$1,400.00	1	$1,400.00			1	$1,400.00								
2504.602		6" GATE VALVE & BOX	EACH	$2,000.00	5	$10,000.00			5	$10,000.00								
2504.602		1" CURB STOP & BOX	EACH	$900.00	26	$23,400.00											26	$23,400.00
2504.602		REPAIR IRRIGATION SYSTEM	EACH	$1,500.00	2	$3,000.00			1	$1,500.00							1	$1,500.00
2504.603		1" TYPE K COPPER PIPE	LIN FT	$40.00	1416	$56,640.00											1416	$56,640.00
2504.603		1.5" TYPE K COPPER PIPE	LIN FT	$65.00	20	$1,300.00							20	$1,300.00				
2504.603		4" WATERMAIN DUCTILE IRON CL 52	LIN FT	$150.00	27	$4,050.00											27	$4,050.00
2504.603		6" WATERMAIN DUCTILE IRON CL 52	LIN FT	$150.00	128	$19,200.00			128	$19,200.00								
2504.603		8" WATERMAIN DUCTILE IRON CL 52	LIN FT	$150.00	20	$3,000.00			20	$3,000.00								
2504.603		12" WATERMAIN DUCTILE IRON CL 52	LIN FT	$175.00	20	$3,500.00			20	$3,500.00								
2504.603		16" WATERMAIN DUCTILE IRON CL 52	LIN FT	$200.00	61	$12,200.00			61	$12,200.00								
2504.604		4" POLYSTYRENE INSULATION	SQ YD	$50.00	284	$14,200.00	142	$7,100.00	142	$7,100.00								
2504.608		DUCTILE IRON FITTINGS	POUND	$15.00	3352	$50,280.00			3352	$50,280.00								
2506.502		CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	$6,000.00	2	$12,000.00	1	$6,000.00	1	$6,000.00								
2506.502		CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	$900,000.00	1	$900,000.00											1	$900,000.00
2506.502		CASTING ASSEMBLY	EACH	$850.00	135	$114,750.00	65.5	$55,675.00	67.5	$57,375.00					2	$1,700.00		
2506.502		INSTALL CASTING	EACH	$250.00	12	$3,000.00	6	$1,500.00	6	$1,500.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	$375.00	95.7	$35,887.50	43.6	$16,350.00	43.6	$16,350.00					8.5	$3,187.50		
2506.503		CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	$400.00	75	$30,000.00	37.5	$15,000.00	37.5	$15,000.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	$400.00	70.2	$28,080.00	33.2	$13,280.00	37	$14,800.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	$400.00	41.5	$16,600.00	20.75	$8,300.00	20.75	$8,300.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	$600.00	24.2	$14,520.00	12.1	$7,260.00	12.1	$7,260.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	$800.00	10.5	$8,400.00	2.4	$1,920.00	2.4	$1,920.00					5.7	$4,560.00		
2506.503		CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	$1,000.00	43.2	$43,200.00	21.6	$21,600.00	21.6	$21,600.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	$1,200.00	5.1	$6,120.00	2.55	$3,060.00	2.55	$3,060.00								
2506.503		CONST DRAINAGE STRUCTURE DESIGN SD-96	LIN FT	$1,450.00	5.8	$8,410.00	2.9	$4,205.00	2.9	$4,205.00								
2506.503		CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	$400.00	70.3	$28,120.00	35.15	$14,060.00	35.15	$14,060.00								
2506.503		CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	$600.00	72.7	$43,620.00	36.35	$21,810.00	36.35	$21,810.00								
2506.503		CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	$800.00	51	$40,800.00	25.5	$20,400.00	25.5	$20,400.00								
2506.503		CONST DRAINAGE STRUCTURE DES 84-4020	LIN FT	$1,000.00	12.2	$12,200.00	6.1	$6,100.00	6.1	$6,100.00								
2506.503		CONST DRAINAGE STRUCTURE DES 90-4020	LIN FT	$1,200.00	101.8	$122,160.00	50.9	$61,080.00	50.9	$61,080.00								
2506.503		CONST DRAINAGE STRUCTURE DES 96-4020	LIN FT	$1,400.00	13.7	$19,180.00	6.85	$9,590.00	6.85	$9,590.00								
2506.503		CONST DRAINAGE STRUCTURE DES 102-4020	LIN FT	$1,700.00	12.7	$21,590.00	6.35	$10,795.00	6.35	$10,795.00								
2506.503		CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	$2,000.00	25.3	$50,600.00	12.65	$25,300.00	12.65	$25,300.00								
2506.503		CONST DRAINAGE STRUCTURE DES 120-4020	LIN FT	$2,400.00	12.2	$29,280.00	6.1	$14,640.00	6.1	$14,640.00								
2506.503		RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	$1,200.00	75.7	$90,840.00	34.75	$41,700.00	36.45	$43,740.00					4.5	$5,400.00		
2506.602		CONSTRUCT SANITARY MANHOLE	EACH	$6,000.00	4	$24,000.00			4	$24,000.00								
2506.603		CONSTRUCT 6" OUTSIDE DROP	LIN FT	$650.00	2.9	$1,885.00			2.9	$1,885.00								
2521.518		4" CONCRETE WALK	SQ FT	$7.00	56060	$392,420.00	52900	$370,300.00	1960	$13,720.00					1200	$8,400.00		
2521.518		4" CONCRETE WALK SPECIAL	SQ FT	$12.00	4400	$52,800.00	2570	$30,840.00			1830	$21,960.00						
2521.518		6" CONCRETE WALK	SQ FT	$12.00	9010	$108,120.00	8900	$106,800.00	110	$1,320.00								
2521.518		1.5" BITUMINOUS WALK	SQ FT	$2.50	4780	$11,950.00	2390	$5,975.00	2390	$5,975.00								
2521.518		3" BITUMINOUS WALK	SQ FT	$5.00	59190	$295,950.00	24620	$123,100.00	25970	$129,850.00							8600	$43,000.00
2531.503		CONCRETE CURB & GUTTER DESIGN B612	LIN FT	$20.00	760	$15,200.00	260	$5,200.00	260	$5,200.00					240	$4,800.00		
2531.503		CONCRETE CURB & GUTTER DESIGN B618	LIN FT	$25.00	1000	$25,000.00	40	$1,000.00	650	$16,250.00					310	$7,750.00		
2531.503		CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$27.00	16400	$442,800.00	12450	$336,150.00	3900	$105,300.00					50	$1,350.00		
2531.503		CONCRETE CURB DESIGN B6	LIN FT	$45.00	120	$5,400.00	60	$2,700.00	60	$2,700.00								
2531.503		CONCRETE CURB DESIGN S5	LIN FT	$40.00	160	$6,400.00	80	$3,200.00	80	$3,200.00								
2531.504		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$80.00	410	$32,800.00	195	$15,600.00	215	$17,200.00								
2531.504		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$100.00	1040	$104,000.00	520	$52,000.00	520	$52,000.00								
2531.618		TRUNCATED DOMES	SQ FT	$60.00	928.4	$55,704.00	916.4	$54,984.00	12	$720.00								
2533.503		PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	$26.00	1275	$33,150.00	1275	$33,150.00										
2533.503		RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	$6.00	375	$2,250.00	375	$2,250.00										
2540.601		RELOCATE MISCELLANEOUS STRUCTURES	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00								
2540.602		FLAGPOLE	EACH	$5,500.00	3	$16,500.00					3	$16,500.00						
2540.602		WASTE RECEPTACLE	EACH	$1,000.00	9	$9,000.00											9	$9,000.00
2540.602		RELOCATE WASTE RECEPTACLE	EACH	$300.00	1	$300.00											1	$300.00
2540.602		RECYCLING UNIT	EACH	$1,000.00	9	$9,000.00											9	$9,000.00
2540.602		BOLLARD	EACH	$1,500.00	13	$19,500.00					13	$19,500.00						
2540.602		METAL BENCH	EACH	$2,500.00	9	$22,500.00					9	$22,500.00						
2540.602		COMMUNITY ENTRANCE MONUMENT	EACH	$165,000.00	1	$165,000.00							1	$165,000.00				
2540.603		LANDSCAPE EDGER	LIN FT	$12.00	289	$3,468.00					172	$2,064.00					117	$1,404.00
2540.604		INSTALL LANDSCAPE ROCK	SQ YD	$15.00	40	$600.00	40	$600.00										
2545.502		LIGHTING UNIT TYPE SPECIAL	EACH	$7,714.00	78	$601,692.00	32.5	$250,705.00	32.5	$250,705.00							13	$100,282.00
2545.502		LIGHT FOUNDATION DESIGN E MODIFIED	EACH	$973.00	68	$66,164.00	32.5	$31,622.50	32.5	$31,622.50	3	$2,919.00						
2545.502		SERVICE CABINET -TYPE L1	EACH	$6,180.00	1	$6,180.00	0.5	$3,090.00	0.5	$3,090.00								
2545.502		EQUIPMENT PAD B	EACH	$1,370.00	1	$1,370.00	0.5	$685.00	0.5	$685.00								
2545.502		HANDHOLE	EACH	$1,370.00	9	$12,330.00	4.5	$6,165.00	4.5	$6,165.00								
2545.503		2" RIGID STEEL CONDUIT	LIN FT	$20.00	57	$1,140.00	28.5	$570.00	28.5	$570.00								
2545.503		1" NON-METALLIC CONDUIT	LIN FT	$5.50	69	$379.50											69	$379.50
2545.503		2" NON-METALLIC CONDUIT	LIN FT	$5.00	8813	$44,065.00	4406.5	$22,032.50	4406.5	$22,032.50								
2545.503		3" NON-METALLIC CONDUIT	LIN FT	$19.00	123	$2,337.00	61.5	$1,168.50	61.5	$1,168.50								
2545.503		UNDERGROUND WIRE 1/C 2 AWG	LIN FT	$4.00	210	$840.00	105	$420.00	105	$420.00								
2545.503		UNDERGROUND WIRE 1/C 6 AWG	LIN FT	$2.00	40648	$81,296.00	20324	$40,648.00	20324	$40,648.00								
2545.503		UNDERGROUND WIRE 1/C 10 AWG	LIN FT	$1.00	248	$248.00											248	$248.00
2550.602		RELOCATE SIGN	EACH	$8,000.00	7	$56,000.00	7	$56,000.00										

**EXHIBIT "A" for PW 02-02-21,
CSAH No. 152, CP 2090600, page 4 of 4**

BROOKLYN BOULEVARD - ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.		ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT QUANTITIES		FEDERAL AID PARTICIPATING 80% FEDERAL / 14% HENNEPIN COUNTY/ 6% CITY OF BROOKLYN CENTER				STATE AID LANDSCAPING				FEDERAL AID NON PARTICIPATING			
							SP 109-020-014, 027-752-036				SAP 109-020-014, 027-752-036				SAP 109-101-006		LOCAL AGENCIES	
					ESTIMATED	COST	HENNEPIN COUNTY		CITY OF BROOKLYN CENTER		33% HENNEPIN COUNTY 67% CITY OF BROOKLYN CENTER		100% CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER		CITY OF BROOKLYN CENTER CP 2021-05	
							QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
2557.502		METAL BRACE ASSEMBLY-CHAIN LINK FENCE	EACH	$400.00	3	$1,200.00	3	$1,200.00										
2557.502		ELECTRICAL GROUND	EACH	$300.00	4	$1,200.00	4	$1,200.00										
2557.503		WIRE FENCE DESIGN 48-9322	LIN FT	$20.00	50	$1,000.00	50	$1,000.00										
2557.503		WIRE FENCE DESIGN 60-9322	LIN FT	$25.00	370	$9,250.00	370	$9,250.00										
2557.603		INSTALL CHAIN LINK FENCE	LIN FT	$20.00	40	$800.00	40	$800.00										
2557.603		INSTALL WOODEN FENCE	LIN FT	$100.00	40	$4,000.00	40	$4,000.00										
2557.603		ORNAMENTAL FENCE DESIGN SPECIAL	LIN FT	$150.00	68	$10,200.00					68	$10,200.00						
2563.601		TRAFFIC CONTROL SUPERVISOR	LUMP SUM	$50,000.00	1	$50,000.00	0.58	$29,000.00	0.24	$12,000.00	0.02	$1,000.00	0.02	$1,000.00	0.01	$500.00	0.13	$6,500.00
2563.601		TRAFFIC CONTROL	LUMP SUM	$350,000.00	1	$350,000.00	0.58	$203,000.00	0.24	$84,000.00	0.02	$7,000.00	0.02	$7,000.00	0.01	$3,500.00	0.13	$45,500.00
2563.602		PORTABLE CONCRETE BARRIER DELINEATOR	EACH	$10.00	51	$510.00	51	$510.00										
2563.615		TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	$3,000.00	6	$18,000.00	6	$18,000.00										
2563.615		RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	$1,000.00	4	$4,000.00	4	$4,000.00										
2564.502		INSTALL SIGN PANEL TYPE SPECIAL	EACH	$150.00	8	$1,200.00											8	$1,200.00
2564.502		INSTALL SIGN TYPE C	EACH	$340.00	22	$7,480.00	22	$7,480.00										
2564.502		INSTALL SIGN TYPE D	EACH	$550.00	1	$550.00	1	$550.00										
2564.518		SIGN PANELS TYPE C	SQ FT	$60.00	816	$48,960.00	780	$46,800.00							36	$2,160.00		
2564.518		SIGN PANELS TYPE D	SQ FT	$60.00	33	$1,980.00	33	$1,980.00										
2564.602		RELOCATE SIGN	EACH	$2,500.00	7	$17,500.00	7	$17,500.00										
2564.602		DELINEATOR / MARKER PANEL	EACH	$80.00	15	$1,200.00	14	$1,120.00							1	$80.00		
2564.602		DELINEATOR / MARKER SIGN	EACH	$180.00	1	$180.00	1	$180.00										
2565.501		EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	$8,000.00	1	$8,000.00	0.5	$4,000.00	0.5	$4,000.00								
2565.501		EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	$9,000.00	1	$9,000.00	0.5	$4,500.00	0.5	$4,500.00								
2565.501		TRAFFIC CONTROL INTERCONNECT	LUMP SUM	$12,000.00	1	$12,000.00	1	$12,000.00										
2565.516		TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	$192,000.00	1	$192,000.00	0.5	$96,000.00	0.5	$96,000.00								
2565.516		TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	$202,000.00	1	$202,000.00	0.5	$101,000.00	0.5	$101,000.00								
2565.616		TEMPORARY SIGNAL SYSTEM A	SYSTEM	$84,000.00	1	$84,000.00	0.5	$42,000.00	0.5	$42,000.00								
2565.616		TEMPORARY SIGNAL SYSTEM B	SYSTEM	$83,000.00	1	$83,000.00	0.5	$41,500.00	0.5	$41,500.00								
2571.525		CONIFEROUS SHRUB 18" SPREAD CONT	SHRUB	$60.00	4	$240.00					4	$240.00						
2571.525		DECIDUOUS SHRUB NO 5 CONT	SHRUB	$60.00	37	$2,220.00					37	$2,220.00						
2571.527		PERENNIAL NO 1 CONT	PLANT	$20.00	1884	$37,680.00					1884	$37,680.00						
2572.503		TEMPORARY FENCE	LIN FT	$3.00	800	$2,400.00	800	$2,400.00										
2573.501		STABILIZED CONSTRUCTION EXIT	LUMP SUM	$10,000.00	1	$10,000.00	0.58	$5,800.00	0.24	$2,400.00	0.02	$200.00	0.02	$200.00	0.01	$100.00	0.13	$1,300.00
2573.501		EROSION CONTROL SUPERVISOR	LUMP SUM	$10,000.00	1	$10,000.00	0.58	$5,800.00	0.24	$2,400.00	0.02	$200.00	0.02	$200.00	0.01	$100.00	0.13	$1,300.00
2573.502		STORM DRAIN INLET PROTECTION	EACH	$200.00	143	$28,600.00	138	$27,600.00	2	$400.00					3	$600.00		
2573.503		SILT FENCE, TYPE HI	LIN FT	$3.00	50	$150.00	50	$150.00										
2573.503		SILT FENCE, TYPE MS	LIN FT	$2.50	530	$1,325.00	530	$1,325.00										
2573.503		SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	$5.00	100	$500.00	100	$500.00										
2574.507		BOULEVARD TOPSOIL BORROW	CU YD	$50.00	416	$20,800.00					323	$16,150.00					93	$4,650.00
2574.508		FERTILIZER TYPE 3	POUND	$1.00	1040	$1,040.00	850	$850.00	120	$120.00					30	$30.00	40	$40.00
2575.504		SODDING TYPE LAWN	SQ YD	$6.00	22300	$133,800.00	18510	$111,060.00	2530	$15,180.00					530	$3,180.00	730	$4,380.00
2575.505		MOWING	ACRE	$200.00	10.4	$2,080.00	8.5	$1,700.00	1.2	$240.00					0.3	$60.00	0.4	$80.00
2575.505		WEED SPRAYING	ACRE	$250.00	2.7	$675.00	2.2	$550.00	0.3	$75.00					0.1	$25.00	0.1	$25.00
2575.506		WEED SPRAY MIXTURE	GALLON	$175.00	1.5	$262.50	1.1	$192.50	0.2	$35.00					0.1	$17.50	0.1	$17.50
2575.523		WATER	M GALLON	$20.00	1000	$20,000.00											1000	$20,000.00
2580.603		PAVEMENT MARKING - LATE SEASON	LIN FT	$1.00	14030	$14,030.00	14030	$14,030.00										
2581.503		REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	$1.10	6710	$7,381.00	6710	$7,381.00										
2581.603		REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	$2.20	600	$1,320.00	600	$1,320.00										
2582.503		4" SOLID LINE PAINT	LIN FT	$0.15	9760	$1,464.00	9760	$1,464.00										
2582.503		24" SOLID LINE PAINT	LIN FT	$3.00	340	$1,020.00	340	$1,020.00										
2582.503		4" DBLE SOLID LINE PAINT	LIN FT	$0.25	9370	$2,342.50	9370	$2,342.50										
2582.503		4" SOLID LINE MULTI COMP GR IN	LIN FT	$0.65	3390	$2,203.50	2907	$1,889.55							483	$313.95		
2582.503		8" SOLID LINE MULTI COMP GR IN	LIN FT	$1.80	272	$489.60	272	$489.60										
2582.503		12" SOLID LINE MULTI COMP GR IN	LIN FT	$9.00	28	$252.00	28	$252.00										
2582.503		4" BROKEN LINE MULTI COMP GR IN	LIN FT	$0.65	2220	$1,443.00	2160	$1,404.00							60	$39.00		
2582.503		4" DOTTED LINE MULTI COMP GR IN	LIN FT	$1.60	638	$1,020.80	638	$1,020.80										
2582.503		8" DOTTED LINE MULTI COMP GR IN	LIN FT	$2.60	129	$335.40	129	$335.40										
2582.503		4" SOLID LINE PREF TAPE GR IN	LIN FT	$4.80	311	$1,492.80	173	$830.40							138	$662.40		
2582.503		4" DBLE SOLID LINE PREF TAPE GR IN	LIN FT	$9.00	77	$693.00	77	$693.00										
2582.518		PAVT MSSG PREF THERMO GR IN	SQ FT	$28.00	324.5	$9,086.00	293.6	$8,220.80							30.9	$865.20		
2582.518		CROSSWALK PREF THERMO GR IN	SQ FT	$17.00	1836	$31,212.00	1836	$31,212.00										
		PROJECT TOTAL				**$11,421,864.10**		**$6,642,666.55**		**$2,708,424.00**		**$192,873.00**		**$255,250.00**		**$120,109.55**		**$1,502,541.00**

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Doran M. Cote, P.E., Director of Public Works
BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids, Improvement Project Nos. 2021-06, 07, 08, 09, 10 and 11, Ryan Lake Industrial Park Area Street, Storm Drainage and Utility Improvements and Northwest Area and Lyndale Avenue Area Mill and Overlay

Background:

On December 14, 2020, the City Council received three separate Feasibility Reports regarding the proposed Ryan Lake Industrial Park Area Street, Storm Drainage and Utility Improvements, Northwest Area Mill and Overlay, and Lyndale Avenue Area Mill and Overlay.

On January 25, 2021, the City Council conducted a series of two public hearings on the proposed Ryan Lake Industrial Park Area improvements, Northwest Area improvements, and Lyndale Avenue Area improvements. At that meeting, the City Council ordered all three improvements and directed staff to prepare plans and specifications for the projects.

In order to take advantage of economies of scale and reduced administrative costs, the three individual projects will be combined into one project which will be completed in 2021. Construction plans, specifications, and contract documents which include enhanced dust control measures have been prepared for the projects. The overall scope of the project remains consistent with improvements outlined in the feasibility studies. Staff is prepared to begin the project bidding process upon authorization from the City Council.

The bidding process would involve advertisement of the project in the City's official newspaper and in Finance and Commerce. Sealed bids will be collected, opened on a scheduled bid opening date, and tabulated by the City Clerk and City Engineer. Staff anticipates that the bid results will be presented to the City Council for consideration in April 2021.

Budget Issues:

The total project cost is estimated to be $3,820,000. Funding sources for the projects are budgeted from sources as described in the project feasibility reports previously accepted by the City Council on December 14, 2021.

The funding source amounts that were included in the feasibility reports are listed below:

Ryan Lake Area Recon	Feasibility Report (12/14/20)
Special Assessments	$363,823.59

Sanitary Sewer Utility	$220,000.00
Water Utility	$310,000.00
Storm Drainage Utility	$123,578.99
Street Light Utility	$10,000.00
Street Reconstruction Fund	$342,597.42
Total	$1,370,000.00

Northwest Area M&O	Feasibility Report (12/14/20)
Special Assessments	$199,168.00
Sanitary Sewer Utility	$190,000.00
Water Utility	$140,000.00
Storm Drainage Utility	$430,000.00
Street Reconstruction Fund	$790,832.00
Total	$1,750,000.00

Lyndale Area M&O	Feasibility Report (12/14/20)
Special Assessments	$25,175,64
Sanitary Sewer Utility Fund	$130,000.00
Water Utility Fund	$20,000.00
Storm Drainage Utility Fund	$120,000.00
Street Reconstruction Fund	$244,824.36
Municipal State Aid Fund	$160,000.00
Total	$700,000.00

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/1/2021	Cover Memo
Title Sheet	3/1/2021	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NOS. 2021-06, 07, 08, 09, 10 AND 11, RYAN LAKE INDUSTRIAL PARK AREA STREET, STORM DRAINAGE AND UTILITY IMPROVEMENTS AND NORTHWEST AREA AND LYNDALE AVENUE AREA MILL AND OVERLAY

WHEREAS, the Brooklyn Center City Council, by Resolution No. 2021-28, ordered Improvement Project Nos. 2021-07 and authorized the preparation of plans and specifications for the Lyndale Avenue Area Pavement Rehabilitation; and

WHEREAS, the Brooklyn Center City Council, by Resolution No. 2021-30, ordered Improvement Project Nos. 2021-06 and authorized the preparation of plans and specifications for the Northwest Area Mill and Overlay Improvements; and

WHEREAS, the Brooklyn Center City Council, by Resolution No. 2021-32, ordered Improvement Project Nos. 2021-08, 09,10 and 11 and authorized the preparation of plans and specifications for the Ryan Lake Industrial Park Area Street, Storm Drainage and Utility Improvements; and

WHEREAS, said plans and specifications have been prepared under the direction of the City Engineer.

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

1. The plans and specifications for Improvement Project Nos. 2021-06, 07, 08, 09, 10 and 11 are hereby approved, ordered and filed with the City Clerk.

2. The City Clerk shall prepare and cause to be inserted in the official newspaper and in Finance and Commerce an advertisement for bids for the making of such improvements in accordance with the approved plans and specifications. The advertisement shall be published in accordance with Minnesota Statutes, shall specify the work to be done and state the time and location at which bids will be opened by the City Clerk and City Manager or their designees. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the City of Brooklyn Center for five percent of the amount of such bid.

RESOLUTION NO. _____

January 25, 2021 _____
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.

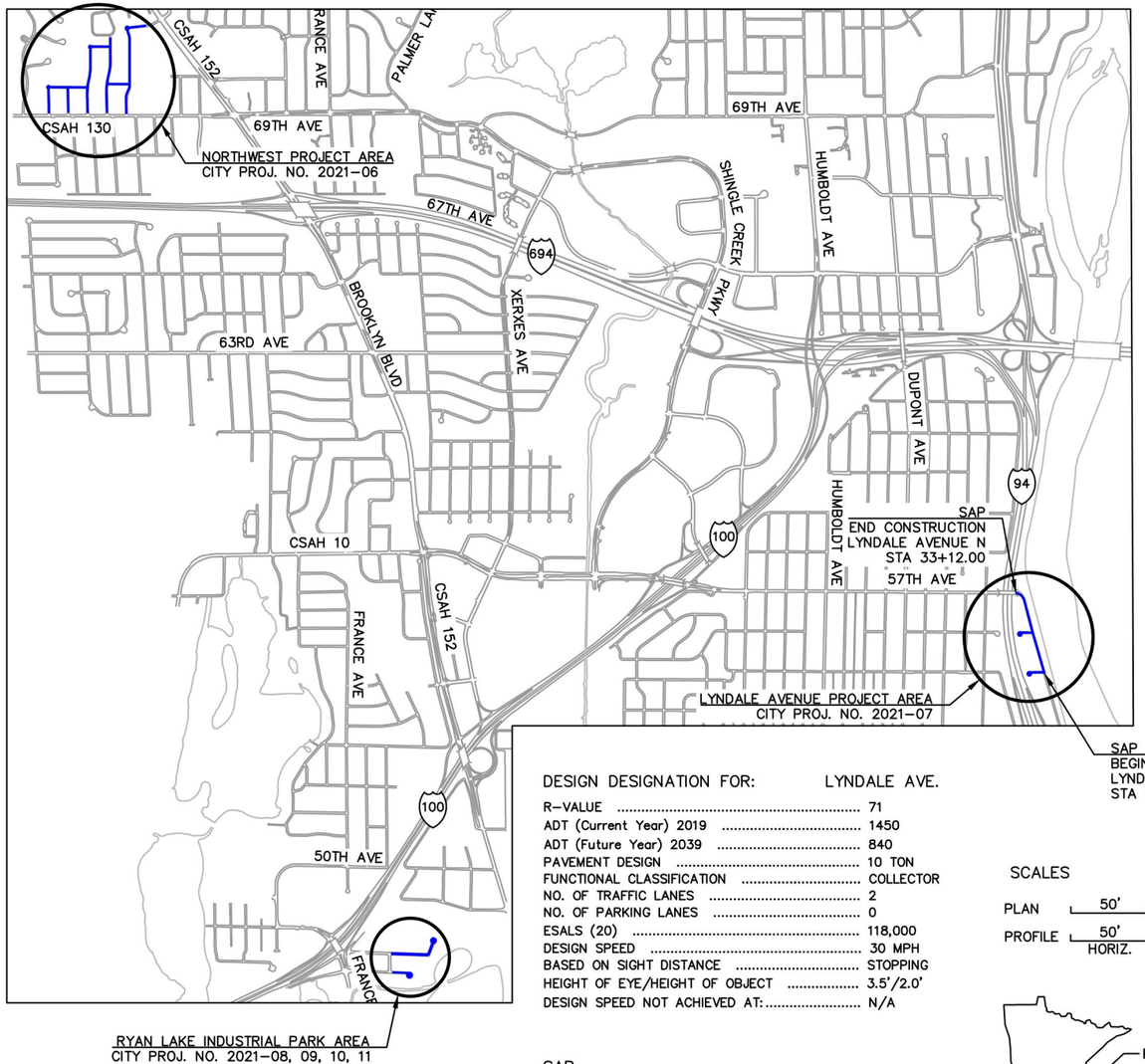
CITY OF BROOKLYN CENTER

HENNEPIN COUNTY, MINNESOTA

PLANS FOR GRADING, BITUMINOUS PAVING, BITUMINOUS RESURFACING, CONCRETE CURB AND GUTTER, STORM SEWER, SANITARY SEWER, WATERMAIN AND MISCELLANEOUS CONSTRUCTION

2021 RYAN LAKE INDUSTRIAL PARK AREA STREET AND UTILITY RECONSTRUTION, NORTHWEST AREA AND LYNDALE AREA MILL & OVERLAY

SAP LYNDALE AVENUE FROM 55TH AVENUE TO 57TH AVENUE
CITY PROJECT NUMBERS 2021–06, 07, 08, 09, 10, 11



PROPOSED CURB & GUTTER
EXISTING SANITARY SEWER
EXISTING SANITARY FORCE MAIN
PROPOSED SANITARY SEWER
PROPOSED SANITARY FORCE MAIN
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING WATERMAIN
PROPOSED WATERMAIN

EXISTING SANITARY MANHOLE
PROPOSED SANITARY MANHOLE
EXISTING STORM MANHOLE
PROPOSED STORM MANHOLE
EXISTING CATCH BASIN
PROPOSED CATCH BASIN
EXISTING HYDRANT
PROPOSED HYDRANT
EXISTING GATE VALVE
PROPOSED GATE VALVE
EXISTING WATER MANHOLE
PROPOSED WATER MANHOLE
EXISTING CURB BOX
PROPOSED CURB BOX
UTILITY POLE, LIGHT POLE
ELECTRIC MANHOLE

BURIED GAS MAIN
BURIED GAD MAIN (ABANDONED)
ELECTRIC (UNDERGROUND)
ELECTRIC (OVERHEAD)
CABLE TV (UNDERGROUND)
CABLE TV (OVERHEAD)
TELEPHONE (UNDERGROUND)
TELEPHONE (OVERHEAD)
FIBER OPTIC (UNDERGROUND)
FIBER OPTIC (OVERHEAD)
RIGHT–OF–WAY
PROPERTY LINE
FENCE

SIGN

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

DESIGN DESIGNATION FOR: LYNDALE AVE.

R–VALUE	71
ADT (Current Year) 2019	1450
ADT (Future Year) 2039	840
PAVEMENT DESIGN	10 TON
FUNCTIONAL CLASSIFICATION	COLLECTOR
NO. OF TRAFFIC LANES	2
NO. OF PARKING LANES	0
ESALS (20)	118,000
DESIGN SPEED	30 MPH
BASED ON SIGHT DISTANCE	STOPPING
HEIGHT OF EYE/HEIGHT OF OBJECT	3.5'/2.0'
DESIGN SPEED NOT ACHIEVED AT:	N/A

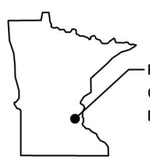
SAP

GROSS LENGTH	1512.00 FEET	0.29 MILES
BRIDGES–LENGTH	0 FEET	0 MILES
EXCEPTIONS–LENGTH	0 FEET	0 MILES
NET LENGTH	1512.00 FEET	0.29 MILES

LENGTH AND DESCRIPTIONS BASED ON ℄ OF DUPONT AVENUE

SCALES

PLAN 50'
PROFILE 50' HORIZ. 5' VERTICAL



ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE INSTALLED IN ACCORDANCE TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' (MN MUTCD) AND PART VI, "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38–02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

THE BURIED UTILITY LINE LOCATIONS SHOWN ON THE PLAN SHEETS ARE ONLY APPROXIMATE. CONTRACTOR SHALL CALL 'GOPHER STATE ONE CALL' (651–454–0002) FOR EXACT LOCATIONS BEFORE COMMENCING WORK.

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2–3	GENERAL LAYOUT
4–7	STATEMENT OF ESTIMATED QUANTITIES
8	CONSTRUCTION AND SOILS NOTES
9–10	TABULATIONS
11	SANITARY SEWER AND STORM SEWER TABULATION
12–15	TYPICAL SECTIONS
16–19	CITY OF BROOKLYN CENTER STANDARD PLATES
20–24	TEMPORARY SEDIMENT CONTROL
25–28	STORM WATER POLLUTION PREVENTION PLAN
29	REMOVAL PLANS
30–32	STORM SEWER AND STREET CONSTRUCTION PLANS
33	MISCELLANEOUS STORM SEWER PROFILE DRAWINGS
34–36	SANITARY SEWER AND WATERMAIN PLANS
37–39	MILL AND OVERLAY CONSTRUCTION PLANS
40	INTERSECTION DETAILS
41–47	PEDESTRIAN CURB RAMP DETAILS
48	STRIPPING PLAN
49–55	CROSS SECTIONS

THIS PLAN CONTAINS 55 SHEETS.

CITY OF BROOKLYN CENTER
HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: _____ DATE: _____
PRINTED NAME: JAY R. HILL LIC. NO. 24552

_____ DATE: _____
APPROVED: BROOKLYN CENTER CITY ENGINEER

_____ DATE: _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY

_____ DATE: _____
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING

SAP

SHEET NO. 1 OF 55 SHEETS

Mar 01, 2021 8:47am – G:\Engineering\Projects_Current Projects\Ryan Lake Industrial Park Area Improvements 2021\C3D\BC202108–100TI.dwg

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Curt Boganey, City Manager

SUBJECT: BBA Youth Survey Report

Background:

BBA Youth Data Squad will present to the Council the summary and findings of the 2020 Youth to Youth Survey.

In the summer of 2020, the BBA Youth Data Squad planned and initiated a data-gathering project to understand issues that are affecting youth and what helps accelerate their success. This is the sixth iteration of the biennial survey, including 2008, 2012, 2014, 2016, and 2018. This year, two seismic events occurred which have changed the landscape of youth development work: the COVID-19 pandemic and the killing of George Floyd by law enforcement officers in Minneapolis, which has brought to light again the structural racism our Black American citizens have faced for centuries. Therefore, the research shifted from focusing on participation in OST to diving more deeply into how these two public health crises affect the lives of youth in our communities.

The research was based on a *Youth-led Participatory Action Research (YPAR)* approach that realizes the potential of youth and equips them to collect and evaluate data as they engage their community. Furthermore, a multilevel triangulation mixed method design was used to incorporate both quantitative and qualitative methods to address different levels within a system. The Youth Data Squad (YDS) participated in an Appreciative Inquiry focus group to help confirm the research questions they felt were important. From the focus group results, the YDS created an interview guide and conducted interviews with 23 of their peers. The YDS also interviewed 15 adult staff from Alliance member organizations. This culminated in the creation of the Youth to Youth Survey, which was implemented online and surveyed a statistically significant sample1 of youth ages 10-19 (N=766).

Strategic Priorities and Values:

Inclusive Community Engagement, Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
2020 Youth to Youth Survey Executive Summary Report	3/2/2021	Cover Memo

2020 Youth to Youth Survey

DATE: February 8, 2021
TO: Alliance Board of Directors
Executive Leadership Team & Strategy Team
FROM: Rebecca Gilgen—*Executive Director*
Ivan Lui—*Data Coordinator*
Andrew Mua—*Youth Engagement Americorps VISTA*
Dan-neya Yancey—*Special Projects Support Coordinator*
Yvon Abellard, Alex Garduno Garcia, Egan Moua,
Tiffany Nyamao, Angel Young—*Youth Data Squad*

Executive Summary

In the summer of 2020, the Youth Data Squad planned and initiated a data-gathering project to understand issues that are affecting youth and what helps accelerate their success. This is the sixth iteration of the biennial survey, including 2008, 2012, 2014, 2016, and 2018. This year, two seismic events occurred which have changed the landscape of youth development work: the COVID-19 pandemic and the killing of George Floyd by law enforcement officers in Minneapolis, which has brought to light again the structural racism our Black American citizens have faced for centuries. Therefore, the research shifted from focusing on participation in OST to diving more deeply into how these two public health crises affect the lives of youth in our communities.

The research was based on a *Youth-led Participatory Action Research (YPAR)* approach that realizes the potential of youth and equips them to collect and evaluate data as they engage their community. Furthermore, a multilevel triangulation mixed method design was used to incorporate both quantitative and qualitative methods to address different levels within a system. The Youth Data Squad (YDS) participated in an Appreciative Inquiry focus group to help confirm the research questions they felt were important. From the focus group results, the YDS created an interview guide and conducted interviews with 23 of their peers. The YDS also interviewed 15 adult staff from Alliance member organizations. This culminated in the creation of the Youth to Youth Survey, which was implemented online and surveyed a statistically significant sample[1] of youth ages 10-19 (N=766).

Key Findings

1. **Youth-Led Research and Youth Engagement.** We believe that engaging youth in research at such a significant level leads to more valid, realistic, and reliable data that is actionable for the Alliance and its members. The adult staff interviewed also identified youth engagement as an important asset for their organizations to provide. And ultimately the skill-building, literacy, and agency we invest in our young adults to be the future leaders of our community is perhaps more important than anything else we do.

[1] For a population of 6,000 youth (ages 14-19) in the Brooklyns, a sample size that would give us a 95% confidence level that our data is statistically significant and a 5% margin of error, would be 368 youth.

2. **Youth-Centered Education and Programs.** Only about half of youth felt that they learned about their identities and cultures in school or programming (46%), had teachers who understood the challenges in their personal lives and made adjustments (47%), had enough time to learn and do schoolwork (48%), and had teachers who accommodated for their learning styles (50%). Youth wanted connections to teachers who took the time to know who they were as individuals and who would help them succeed in school.

3. **Belonging.** We know that a sense of belonging is an important protective factor for continued engagement and is linked to increased academic success. However, only 48% of youth felt a sense of belonging at school or in school activities. And 20% of youth said that there was no space or group where they felt a sense of belonging. Youth affirmed a list of measures they believe creates a sense of belonging.

    - I feel accepted for who I am and not judged.
    - I am with people like myself who I can relate to and who understand me.
    - People are available to support and encourage me anytime.
    - They help me to succeed: teaching me, challenging me to do more, providing me with leadership opportunities, etc.
    - Everyone has the same goal and focus.
    - We have shared experiences.
    - It provides a safe space for me to talk about myself, my feelings, or things I'm experiencing**.**

4. **Preparing for Young Adulthood.** Only 49% of youth understood the relationship between what they are learning at school and their current lives and futures. And only 55% of youth felt they had the help they needed to plan for their futures. Youth responded that they wanted these additional skills and classes to support their transition to young adulthood.

    - Financial literacy
    - College readiness
    - Employment skills

5. **Mental Health.** Youth shared that social isolation due to pandemic restrictions is having serious effects on their mental health. However, only 40% of youth felt that they learned about what mental health is and how to maintain it, and 53% of youth said that mental health classes would help them. Youth need education about what mental health is (vs. mental illness or crisis), and skills to be able to maintain positive emotions, and psychological and social functioning.

6. **Systemic Racism.** Only 47% of youth felt they learned about their identity and culture (or the cultures of their peers) at school. Our youth researchers and youth interviewees shared that they had few opportunities to learn about systemic racism and the history of oppression in our country, and asked for more education on those topics. All the adult staff interviewees of our Alliance members identified systemic racism in their organizations. This shows up in the following ways:

    - Policies and procedures (hiring, discipline, funding, membership, etc.)
    - Mindsets of staff (biases, stereotypes, lack of racial consciousness)
    - Lack of diverse representation in positions of power
    - Inequitable distribution of services to BIPOC students or communities
    - Institutions were built on white supremacist policies from the beginning

Recommendations

- We need to take action to allow youth to lead research about themselves and engage them in making decisions that affect themselves and others.
- We need to take action to create student/youth-centered education and programs that meet the needs of each youth. Each person has a unique identity, personality, learning style, and set of gifts and challenges.
- We need to take action to ensure that youth are prepared with the skills they need to transition to young adulthood, including post-secondary education and/or career.
- We need to take action to ensure that youth feel a sense of belonging and support in the spaces where they learn and grow.
- We need to take action to ensure that youth have a good understanding of what mental health is (vs. mental illness or crisis), and are given education and skills around how to be healthy mentally.
- We need to take action against the different forms of systemic racism that are present in our public institutions and that affect our youth. We can start by teaching youth about the history of oppression in our country, and provide them with the right tools and language to identify systemic racism and see how it affects their lives.

Next Steps

- Share this report with Alliance partners, youth, and community.
- Discuss the implications of this new information and identify immediate action items that expand participation and engagement for youth.
- Use the results of this survey to inform the Alliance's Strategic Plan.
- Use the results of this survey to inform the work of the Brooklyns Youth Council this coming year.

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: Meg Beekman, Community Development Director
BY: Jesse Anderson, Deputy Director of Community Development

SUBJECT: Resolution Approving the Projected Use of Funds for the 2021 Urban Hennepin County Community Development Block Grant Program and Authorizing Signature of a Subrecipient Agreement with Hennepin County

Background:

This item was tabled at the February 22 meeting and the public hearing moved to the March 8 regular City Council meeting. The deadline for submitting a resolution for allocation was the end of February; however, the County provided an extension, allowing the public hearing to occur at the March 8 meeting.

Funding Allocation Options

Housing Rehab Program - As CDBG funds are the only source of funding to maintain the City's existing single family housing stock, one option would be to increase the allocation of CDBG funds to this use. 86 percent of Brooklyn Center's housing supply is single family homes, nearly all of which were constructed prior to 1975. Many of these homes are in need of maintenance, and for low income home owners this cost can be overly burdensome. Maintaining the city's housing stock through this program not only provides stable home ownership for low income home owners, but also maintains an affordable housing stock for new buyers as well.

Down Payment Assistance - Brooklyn Center allocated $100,000 towards home buyer assistance with the 2020 CDBG funding. The City is contracting with Center for Energy and Environment (CEE) to administer the program. The city has had two down payment loans closed. Due to the pandemic and the lower number of homes available on the market the program has had a slower then anticipated start. Staff made the following modification to the attached guidelines based on the City Council Direction:

- Expanded Residency Eligibility
  - Work in Brooklyn Center
  - Have a family member who attends school in Brooklyn Center
  - Own a business in Brooklyn Center
  - Currently a resident in Brooklyn Center
- Removed minimum debt to income ratio
- Removed Citizenship Requirement

Also discussed at the February 8 work session was removing the first-time home buyer requirement and expanding the program to include move-up buyers as well. In discussions with the County, this alteration to the program raised several questions. One question was if the program would require someone to sell their current home before gaining access to these funds. The risk in not doing this is that someone could convert an existing home to a rental property, while using the program to purchase a new home. However, the safe guard to this would require someone to prove

that they did not have an ownership interest in another property at the time of closing. This requires additional documentation and may not be possible if someone is purchasing a new home contingent on the sale of their current one, or has only recently sold their home prior to the closing. This adds a layer of uncertainty to the closing as well.
The options available to addressing this issue are:

1. Require proof that there is no ownership in another home at the time of closing.
2. Require proof that there is no ownership in another home at time of purchase agreement.
3. Require that the new home is their primary residence, but allow ownership in other properties.
4. Keep the policy as-is in terms of serving first-time home buyers.

General CDBG Information:

CDBG funds are provided by the U.S. Department of Housing and Urban Development (HUD) to help with community development activities that benefit low and moderate income persons. The funds are primarily intended for bricks and mortar improvements, as opposed to public service activities.

Hennepin County receives CDBG funds directly from HUD as part of a consolidated pool of funds, which is administered on behalf of participating suburban Hennepin County communities. Bloomington, Eden Prairie, Minnetonka and Plymouth do not participate in the consolidated pool and receive CDBG funds directly from HUD. Brooklyn Center is considered a Direct Allocation City and is a sub-recipient of the funds through Hennepin County.

CDBG Statutory and Administrative Requirements

The Federal Authorizing Statute for the CDBG program requires that each funded CDBG activity meet one of three national objectives:

1. Benefiting low income persons
2. Preventing or eliminating slums and/or blight
3. Meeting urgent community needs.

The Federal Law also specifies that each recipient receiving funds must insure at least 70 percent of the CDBG expenditures during the program year be used for activities benefiting low and/or very low income persons. Each city must meet this requirement at the local level.
As part of the administration of the CDBG funds, Hennepin County adopts a 5-year funding plan, which further defines the priority needs of the program and clarifies what activities are eligible for funding. Last year Hennepin County adopted a new 5-year funding plan. Overall, the priority needs are around continuing what's working, while shifting the focus to preserving affordability and reducing disparities in housing stability.
These include:

Priority Need 1: Preserve & Create Rental Opportunities
Priority Need 2: Preserve & Create Homeownership Opportunities
Priority Need 3: Housing Opportunities for Homeless Populations
Priority Need 4: Support Education, Outreach, and Services
Priority Need 5: Encourage Neighborhood Revitalization
Priority Need 6: Stimulate Economic Development

2021-2022 CDBG Allocation

We do not yet know the exact amount of CDBG allocation for the 2021-2021 cycle. Therefore, we have

been advised by Hennepin County to use the estimate of $258,000 for the purposes of determining the allocation of funds. However, this allocation amount could be adjusted once HUD provides final amounts. Hennepin County receives the lump sum from HUD and determines the allocation among the participating cities based on a formula that takes into account population and need.

Resolution

A resolution has been prepared for City Council's consideration to approve the 2021 CDBG program.
Total preliminary City Allocation for CDBG Program Year 2021 is estimated $258,000. The following allocation is based on the work session discussion.

CDBG Activity	City Council Requested Allocation
Home Rehabilitation Program	**$158,000**
Down Payment/Home Buyer Assistance	**$100,000**
Total CDBG Funds	**$258,000**

The resolution included with this memorandum also authorizes signature of a Subrecipient Agreement, which is the agreement between Hennepin County and the City of Brooklyn Center relative to CDBG funds. This agreement is a standardized agreement developed by Hennepin County and will be submitted after approval of the City's 2021 CDBG program.

Budget Issues:

CDBG funds are exclusively federal dollars.

Strategic Priorities and Values:

Resident Economic Stability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/12/2021	Resolution Letter
Updated Down Payment Program Guidlines	2/12/2021	Exhibit

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING PROJECTED USE OF FUNDS FOR 2021 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AUTHORIZING SIGNATURE OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY

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

WHEREAS, the City of Brooklyn Center has developed a proposal for the use of Urban Hennepin County CDBG funds made available to it; and

WHEREAS, the City of Brooklyn Center held a Public Hearing on February 22, 2021 to obtain the view of citizens on housing and community development needs and priorities and the City's proposed use of **$258,000** from the 2021 Urban Hennepin County Community Development Block Grant; and

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

WHEREAS, pursuant to the Subrecipient Agreement between the City of Brooklyn Center and Hennepin County, the City agrees to assume certain responsibilities for the utilization of Community Development Block Grant funds; and

WHEREAS, a notice to solicit public comment was published and comments were solicited for a period of 10 days, ending on February 22, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center that it approves the following project(s) for funding from the 2019 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Urban Hennepin County.

Project	Budget
Home Rehabilitation Program (Rehabilitation of Private Property)	$158,000
Housing Purchase Assistance	$100,000

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the Mayor and its' City Manager to execute the Subrecipient Agreement and any required Third

Party Agreement on behalf of the City to implement the 2021 Community Development Block Grant Program.

BE IT FURTHER RESOLVED, that should the actual amount of FY2021 CDBG available to the city be different from the preliminary amount provided to the City, the City Council hereby authorizes the city manager to adjust the following activity budget(s) at this rate:

Project	Budget Adjustment
Home Rehabilitation Program (Rehabilitation of Private Property)	100%
Housing Purchase Assistance	0%

_____ _____

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.

City of Brooklyn Center
Homebuyer Program Guidelines

Program Overview

The City of Brooklyn Center offers a financial assistance program for homeownership funded by the Community Development Block Grant (CDBG) program. The Homebuyer Program provides financial assistance for low and moderate income households to become homeowners.

Administration of the Homebuyer Program and the functions and responsibilities shall be in compliance with the U.S. Department of Housing and Urban Development (HUD), CDBG regulations as well as all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

No family or individual shall be denied the equal opportunity to apply for or receive assistance under the First Time Homebuyer Program on the basis of race, color, gender, religion, creed, national origin, age, familial or marital status, handicap or disability, sexual orientation or reliance on public assistance.

Program Goals

The Homebuyer Program has the following two goals:

a. Assist low and moderate income families to purchase homes within the City of Brooklyn Center by providing assistance with down payment, closing costs and mortgage principle reduction.
b. Promote responsible home ownership

Program Administration

The program will be administered through Center for Energy and Environment.

Program Policies

Financial Assistance

The financial assistance is in the form of a loan of up to $7,500, but no more than 10% of the purchase price. There is no interest on the loan and no payments are required. The loan is forgiven after 10 years and is reduced by 20% each year after the 5th year. If the home is sold, the title transferred or no longer owner-occupied within the first 10 years after the purchase date, then the remaining pro-rated amount will be become due.

The Financial Assistance may be used to:

1. Pay up to 50% of the amount the homebuyer is required to provide toward the down payment under the particular mortgage program they are utilizing. The homebuyer must contribute a minimum of $1,000 of their own funds towards the down payment.

2. Pay up to 100% of the homebuyer's eligible closing costs. Borrowers are permitted to use program funds for interest rate buy downs if documentation is provided from the lender that shows the buy down is necessary to secure their primary mortgage.

3. Reduce the mortgage principal up to 10% of the purchase price, up to $10,000. The applicant(s) housing ratio cannot exceed 35% of their gross monthly qualifying income. The housing ratio is calculated using the current year's projected income. Under certain circumstances, the HRA Executive Director may allow the DTI to exceed 35%.

The financial assistance will be provided at a minimum amount of $5,000 and a maximum amount of $10,000. In certain situations, the City may allow assistance in excess of the maximum at their discretion. The Center for Energy and Environment will review the applicant's verified income and assets, estimated closing costs, purchase agreement and lender's recommendations for financial assistance in compliance with uses described above. Lenders must provide a pre-approval letter indicating the maximum amount of financing the borrower would qualify for from the first mortgage lender.

The Center for Energy and Environment will verify an applicant's income and assets through written verifications as provided by either the lender or by the applicant. The City staff may re-verify income and asset information provided by the lender. The Center for Energy and Environment will calculate the applicant's gross annual income using lender verification or paystubs and recent tax returns or other qualifying verification as determined by City staff to ensure the applicant(s) qualifies as a low or moderate income household as required by CDBG regulations and to determine the maximum amount of assistance.

Financial assistance will be provided at the time of closing on the property with the following conditions:

1. Selected applicants must meet the requirements of the program and be eligible for the financial assistance throughout the entire application process.

2. The housing unit to be purchased and the purchase price must be accepted by the City as meeting the intent and requirements of the program.

3. The financial assistance provided by the program is in the form of a no-interest loan that is forgiven 10 years from the initial purchase date. If the house is sold, transferred or no longer the primary place of residence within that 10 year period, the loan will be repaid on a pro-rated basis.

4. The homebuyers must enter into a second mortgage and execute a Repayment Agreement with the City providing for repayment of the indebtedness 10 years from the initial purchase date or when the house is sold, transferred or no longer the primary place of residence, whichever occurs first.

Responsibilities Homebuyer

The responsibilities of the prospective homebuyers are to:

1. Obtain mortgage pre-qualification for a 1st mortgage.

2. Submit a pre-application and mortgage pre-qualification to CEE.

3. Complete, sign and return the full application packet, authorization for release of information form and other certification and verification forms within the time frame specified.

4. First Time home buyers must register and attend the Home Stretch or Framework – Homebuyers workshop such as those offered by Community Action Partnership of Hennepin County (CAP-HC), Neighborhood Development Alliance (NeDA), NeighborWorks Home Partners,

or PRG Inc. More information about homebuyer education can be found online at: http://www.hocmn.org/buyingahome/homebuyer-education/. Classes must have been completed within 12 months prior to closing. The applicant will be provided with a certificate of attendance. A copy of this certificate should be forwarded to the lender and the CEE.

5. Select a real estate agent, if one is desired.
6. Select a dwelling in Brooklyn Center for purchase that is an eligible dwelling under the program.
7. Provide information throughout the process as required by the lender or the City staff.
8. Execute the purchase agreement that includes the Environmental Review addendum supplied by Hennepin County, and any subsequent Amendments.
9. Execute the lender's mortgage and related documents.
10. Execute the City's mortgage, loan agreement and promissory note.
11. Close on the property within the time frame specified in the purchase agreement.
12. Execute other required forms within the time frame specified or required.
13. Take occupancy of the dwelling within 30 days after closing, homestead the property and continue to occupy the dwelling as a principal place of residence.
14. Make principal, interest, property tax and insurance payments as required.
15. Reimburse the City in accordance with the City's mortgage, loan agreement, and promissory note should the first time homebuyer trigger repayment through sale, moving, transfer of ownership or foreclosure within 10 years or default on any other terms of these documents.

Responsibilities of the Lender

The lender must:

1. Verify the prospective homebuyer's income and assets to determine that they meet the requirements of the program and submit a copy of the verification to the CEE. These copies must be submitted to the CEE as part of a completed application.
2. Compute the mortgage, down payment, mortgage payments and closing costs of acceptable loans approved by the program to determine the most cost-effective and appropriate form of financing for the homebuyer to use.
3. Provide a title search and review the documents.
4. Provide CEE with a pre-approval letter stating the maximum mortgage amount the applicant is approved for.
5. Provide CEE other verification materials as requested by the City.
6. Process a mortgage consistent with the program.

7. Meet all deadlines in a timely fashion, especially those that relate to the closing. **All documents must be completed at least 14 days prior to the closing and be delivered to CEE at least seven days before the closing.**

8. Appraise property to determine the loan-to-value ratio. Provide copy to CEE.

Responsibilities of the City:

The responsibilities of the HRA for the program are to:

1. Establish Program requirements.

2. Modify or terminate the program as may be appropriate or required.

3. Reimburse CEE as needed throughout the program year.

Responsibilities of the Center for Energy and Environment:

The responsibilities of the HRA for the program are to:

1. Administer the program.

2. Send applicants the application form, the authorization for release of information form and other certification and verification forms.

3. Review the application and other material for eligibility.

4. Establish the initial eligibility of participants via the information provided in the pre-application process. Full approval will be determined upon completion and submission of a full application and supporting documents.

5. Notify applicants when ineligible.

6. Direct prospective buyers to register for the homebuyer workshops and provide information and forms related to the program.

7. Provide liaison services involving the prospective buyer, lender and any real estate agent that might be involved in the transaction.

8. Review appraisal, purchase agreement, eligibility and mortgage for consistency with the program requirements.

9. Prepare and execute the city mortgage, loan agreement, and promissory note.

10. Provide financial assistance according to program guidelines to the applicant at the time of closing.

11. Service the city mortgage, loan agreement, and promissory note.

12. Request reimbursement to the City as needed.

13. Provided income documentation relating to CDBG reporting requirements.

Pre-Application Process

At the time of application, applicants must provide CEE with the following information and meet the eligibility requirements:

1. Names and ages of all household members who will occupy the purchased property.
2. Address and telephone numbers.
3. Total gross annual income documentation.
4. Lease start and end dates.
5. Letter from lender indicating the amount of a home loan for which applicant is pre-qualified.
6. Authorization for release of information/data privacy signed by all adults in the household.

The information listed above will provide CEE sufficient information to determine if the applicant is eligible for the Program. The pre-application must be submitted **prior** to the execution of a purchase agreement. Applicants will be notified of their eligibility based on the information provided in the pre-application.

It is the responsibility of each applicant to ensure that the information is correct and that CEE receives his or her application.

Eligibility Requirements

To be eligible to participate in the program, the applicant must meet the following requirements at the time of application and throughout the process up until closing.

1. Residency Requirements
    a. Must work in Brooklyn Center
    b. Have a family member who attends school in Brooklyn Center
    c. Own a business in Brooklyn Center
    d. Currently a resident of Brooklyn Center

2. Must not have a gross annual Income that exceeds the maximum income limits which are revised annually to reflect the current year's CDBG maximum income limits. Income is calculated using prior year tax returns and verified by most recent paystubs. For information on calculating income, please contact a Brooklyn Center Housing Specialist.

Household Size	Household Income			
1	below $21,000	$21,001 - $35,000	$35,001 - $52,850	over $52,850
2	below $24,000	$24,001 - $48,000	$48,001 - $60,400	over $60,400
3	below $27,000	$27,001 - $54,000	$54,001 - $67,950	over $67,950

4	below $30,000	$30,001 - $60,000	$60,001 - $75,500	over $75,500
5	below $32,400	$32,401 - $64,800	$64,801 - $81,550	over $81,550
6	below $34,800	$34,801 - $69,600	$69,601 - $87,600	over $87,600
7	below $37,200	$37,201 - $74,400	$74,401 - $93,650	over $93,650
8	below $39,600	$39,601 - $79,200	$79,200 - $99,700	over $99,700

3. Must not have gross assets exceeding $10,000, excluding retirement savings.
4. Borrowers are required to invest at least $1,000 of their own monies towards the purchase price of the home.
5. Must meet the requirements of a lender and qualify for a first mortgage.
6. Loan must be a fixed-rate, prime loan. No adjustable or balloon mortgages.
7. Must fulfill the program obligations in a timely manner and must remain eligible to participate based on the program requirements and those of the lender through the time of closing.
8. Must not have a previous loan through the City that ended in foreclosure or any other loan that ended in foreclosure within the previous five years.
9. Must not buy dwelling with a contract for deed.
10. Must not have ownership interest in another property at time of purchase.

Denial of Eligibility

CEE will review and verify all applications for eligibility. Those applicants not meeting the eligibility requirements will be sent a written notice explaining the reason(s) for denial of program participation.

Appeals regarding interpretation of eligibility requirements may be made in writing, first to the Deputy Director of Community Development for the city of Brooklyn Center, then to the Director of Community Development and then to the City Manager. Appeals that clearly do not meet eligibility requirements will not be considered.

Eligible Dwellings

To be eligible, the property must meet the following requirements:

1. Be located within the City of Brooklyn Center.
2. Be a single-family dwelling, a townhouse unit, duplex or a condominium unit.
3. Be a conforming use property as defined by the Brooklyn Center Zoning Ordinance.

Applicant Outreach

The City and CEE will publicize and disseminate information to make known the availability of homeownership assistance on a regular basis through a variety of media and other suitable means. The availability of assistance will be communicated to other services providers, realtors and lenders in the community and advise them of the guidelines so that they can make proper referrals for the program. Realtors and lenders will be encouraged to provide additional services to eligible clients to ensure their successful utilization of the program.

Applicant Pool

The applicant pool for the program shall consist of all those who have completed and returned to CEE a pre-application form, written verification from their lender of pre-approval and who have acknowledged that they will meet the eligibility requirements.

Funds will be available to the applicant pool on a first come, first serve basis. Eligible applicants will be approved for funding when they or their lender notify CEE of the applicant's approved purchase agreement and the full application packet is completed and returned. If funding is limited, and more than one applicant is at the purchasing stage, CEE will provide funding to the applicant who qualifies for the most preference points.

Preference points have been established to meet the goals of the City. Each preference category is worth one (1) point. The maximum points any one household could receive is five (5) points. Households with the highest point totals will be selected first. In the event of a tie, a drawing or lottery will be held to rank the applicants within each of the preference categories.

1. Applicant with dependents under age 18.
2. Applicant has lived in Brooklyn Center longer than 6 months prior to closing.
3. Head or co-head of household have primary, longer-term employment in Brooklyn Center.
4. Applicant has never owned a home (versus having owned a home over three years ago).

Approval from the applicant pool is tentative and conditional. Families selected for participation must fulfill the program obligations in a timely manner and must remain eligible to participate based on the program requirements and those of the lender through the time of closing.

Repayment of Assistance

Repayment of the down payment assistance loan shall occur upon the earliest of:

1. Sale or transfer
2. The property ceases for any reason to be the homebuyer's principal place of residence.
3. Default on the mortgage with the City or any superior mortgage on the property.

Repayment of the loan shall be pro-rated, with the principal amount due reduced by 20% for each year after 5 years of the homeowner's tenancy in their Brooklyn Center home, as established by the loan

date on the filed mortgage with the HRA.

AGE OF LOAN	AMOUNT OF PRINCIPAL LOAN AMOUNT DUE
0 - 1 year	100 % of principal loan amount due
1 - 2 year	100 % of principal loan amount due
2 - 3 years	100 % of principal loan amount due
3 - 4 years	100 % of principal loan amount due
4 - 5 years	100 % of principal loan amount due
5 - 6 years	100 % of principal loan amount due
6 - 7 years	80% of principal loan amount due
7 - 8 years	60% of principal loan amount due
8 - 9 years	40% of principal loan amount due
9 - 10 years	20% of principal loan amount due
10+ years	0% due, Loan Fully forgiven

When a loan made by the City is paid in full or forgiven, a document satisfying the lien will be prepared by CEE, executed by the City Manager or his or her delegate and delivered to the borrower for recording. The borrower is responsible for the cost of recording the satisfaction. Contact the Community Development Department for more information about repayment of a City loan.

Subordination of Mortgages

Brooklyn Center City loan recipients requesting subordination of the interest of the City in real property must submit a Subordination Request Form, the required supporting documentation, and a processing fee. Request should be made to CEE.

The following information must be submitted with the Subordination Request Form:

1. A typed letter dated and signed by the mortgagor, stating the reason for the requested subordination and the use of any equity being removed as part of the loan transaction.
2. A copy of the current appraisal (dated within six months of application) or other evidence of market value of the property that is acceptable to the HRA.
3. A copy of current title work (must indicate all debt against the property).
4. Explanation of remaining debts or liens with supporting documentation (i.e. most recent mortgage bill).
5. Estimated closing costs/settlement statement, where applicable.
6. A copy of the mortgagor's loan application.
7. Additional documentation may be required.

The City will subordinate its mortgage interest if all of the following conditions are met, to the extent that they are applicable:

1. Closing costs are reasonable. Generally this shall mean that the sum of all discount points, origination fees and lender ancillary fees shall not exceed 3% of the new first

mortgage amount.

2. If the City believes that the payment terms of the refinance are within the financial means of the borrower.
3. The overall value of superior debt must not be increased by more than 50%.
4. Property taxes, if not escrowed by the superior mortgage holder, must be current.

The City will not subordinate to reverse mortgages. In most cases, interest-only loans or loans with interest-only options, revolving lines of credits or debt consolidation will not be allowed unless the City determines that an acceptable reason warrants this type of loan.

The City may approve other subordination requests not meeting the conditions above on a case-by-case basis that are clearly in the best interests of the City, where the security of the City loan remains acceptable and denial of the request will cause or contribute to a documented hardship on the part of the borrower.

Subordination requests will be processed by CEE staff, who will submit the request with a recommendation for action, to the City. The City Manager has the authority to grant a subordination request when, based on his or her discretion, the subordination is reasonable based on the criteria set forth in this Policy.

Targeted Funding

At various times, the City may target program funding for purchases in specific developments. Applicants purchasing in those developments would receive program funding prior to all other applications.

Modification and Termination of Program

The City may modify or terminate the program as it deems appropriate or as required by HUD. Once the City has provided financial assistance and the mortgage executed, financial assistance shall not be rescinded except as provide for in the executed HRA mortgage, loan agreement, and promissory note.

APPENDIX A

DEFINITIONS

Acceptable Loans – Portfolio Products, Freddie Mac, Fannie Mae, FHA, VA and ARM's that at a minimum are at a fixed rate for the first seven years.

Applicant – an individual or household submitting an application for a loan.

Application – The form used to request assistance for the City's First Time Homebuyer funds.

ARM or Adjustable Rate Mortgage – a mortgage that offers an initial rate that is fixed for a certain number of years of repayment; the rate then adjusts every year thereafter for the remaining life of the loan.

CEE – The Center for Energy and Environment, which administers the City's First Time Homebuyer Program.

CDBG or Community Development Block Grant Program – an annual entitlement program provided to the City of Brooklyn Center through the U. S. Department of Housing and Urban Development (HUD).

City – The City of Brooklyn Center.

Clearance – A lead based paint Certification that all lead issues have been remediated.

Closing – The consummation of the real estate transaction. The closing includes the delivery of a deed, financial adjustments the signing of notes, mortgages, and the disbursement of funds necessary to complete the sale and loan transaction.

Closing Costs – Those costs required by the lender to be paid by the buyer for various fees, credit report costs, insurance, etc., at the time of closing on a property.

Conventional Mortgage – A type of residential mortgage loan, usually from a bank or savings and loan association, with a fixed rate and term. It is repayable in fixed monthly payments over a period usually 30 – 40 years or less, secured by real property, and not insured by the Federal Housing Administration or guaranteed by the Veterans Administration.

Down Payment – A type of payment made by a homebuyer, indicating intention to purchase real estate offered for sale and obtain financing from a bank or mortgage company.

Environmental Review – The process of verifying that a project meets Federal, State and Local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Hennepin County staff is responsible for the completion of the environmental review.

Environmental Review Addendum – An addendum to the purchase agreement that states an Environmental Review will be completed by Hennepin County prior to closing. The addendum must be a part of the original purchase agreement in order to be valid. **Environmental Reviews take approximately 45 days to be completed by Hennepin County.**

Fannie Mae or Federal National Mortgage Association – A privately owned and operated corporation that buys mortgages from such lenders as banks and savings and loans, packages and resells them on the open market.

FHA or Federal Housing Administration – A Federal agency that administers many loan programs, loan guarantee programs, and loan insurance programs designed to make more housing available.

Gross Annual Income – The gross annual Income of a household for the purposes of this program is defined for purposes of reporting under Internal Revenue Service Form 1040 for individual Federal annual income tax purposes as per 24 CFR 570.3 Income (1)(iii).

Gross Assets – The current market value of the following minus existing indebtedness: *(Typically, it does not include 401K funds, pensions or other deferred compensation funds.)*

1. Cash on hand.
2. Cash in checking accounts.
3. Cash in savings accounts, including accounts held in trust.
4. Investment securities (government bonds, municipal bonds).
5. Stocks.
6. Certificate of deposits and annuities.

Guidelines – The set of standards, criteria and specifications to be used in administering the program.

Household – All persons residing in one housing unit; which may include one or more families, a single person, a married couple or two or more unrelated persons.

Housing Counselor – A person who provides direct customer services, primarily to groups, individuals, households seeking information and assistance with housing issues.

Housing Ratio - The percentage of income that goes toward housing costs including mortgage principal and interest, mortgage insurance premium, hazard insurance premium, property taxes, and homeowners association dues (when applicable).

HUD or U. S. Department of Housing and Urban Development – The principal federal agency responsible for implementing certain federal housing and community development programs.

Income - The amount of money or its equivalent received during a period of time, in exchange for labor or services from the sale of goods or property, or as profit from financial investments.

Lead Risk Assessment – A report that describes the health risk assessment, management process, estimates of the costs of recovery and summaries of possible defensive measures required per HUD regulation CFR Part 35: Lead Based Paint Regulations.

Lender – Individual or firm that extends money to a borrower with the expectation of being repaid, usually with interest.

Loan Estimate – Document disclosing the approximate closing costs a mortgage applicant will pay at or before the mortgage settlement date.

Low Income Household– A household whose annual income does not exceed the low income limit as established by HUD with adjustments for smaller and larger families.

Minnesota Housing – The Minnesota Housing Finance Agency; a Minnesota State agency that administers a variety of first time homebuyer loan programs.

Moderate Income Household – A household whose annual income does not exceed 80 percent of the median income for the area, as determine by HUD with adjustments for smaller and larger families.

Mortgage – The conveyance of an interest in real property given as security for the payment of a loan.

Principal Place of Residence – To occupy the home as the primary residence on a permanent basis.

Program – The City's First Time Homebuyer Program.

Promissory Note – A written instrument containing a promise by the signer to pay and agreed amount.

Purchase Agreement – An agreement between buyer and seller of real property, setting forth the price, and terms of the sale; Also known as a sales contract.

Reducing the Mortgage Principal Amount – A method of benefitting the buyer through the use of a portion or all of the HRA provided financial assistance to lower the mortgage principle amount. In effect, this assistance acts as a larger down payment and helps to reduce the monthly mortgage payments. The available amount of assistance is up to 10% of the purchase price to a maximum of $7,500. The buyer's housing ratio must be between 25% and 35%.

Satisfaction of Mortgage – A document releasing a mortgage lien, indicating the borrower has paid the debt in full.

Second Mortgage – A loan on a property that already has an existing mortgage (the first mortgage). The second mortgage is subordinate to the first.

VA Loan – Department of Veterans Affairs, providing below-market financing with no down payment to veterans of the U.S. Armed Services.

Council Regular Meeting

DATE: 3/8/2021

TO: City Council
FROM: Curt Boganey, City Manager
THROUGH: N/A
BY: Mayor Mike Elliott

SUBJECT: Appointments to Commissions

Background:

There are several City Commission's that have vacancies on them as well as commissioners that are continuing to serve even though their term is expired. Attached is an informational listing for all the commissions.

Strategic Priorities and Values:

Enhanced Community Image, Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Commission Overview	3/2/2021	Backup Material

FINANCIAL COMMISSION	
Number of True Vacancies:	2
Expired Terms:	2
Names of commissioners wanting to serve:	David Dwapu (20) Teneshia Kragness (20)
Names of Applicants:	Kellie Hmong Yolanda Hunter Rose Keller Tim Willson

HOUSING COMMISSION	
Number of True Vacancies:	3
Expired Terms:	3
Names of commissioners wanting to serve:	Kathie Amdahl (19) Mark Goodell (20) Paul Oman (18)
Names of Applicants:	Michael Donnelly Zarita Hester Brenda Moellman Elizabeth Riel Johnson Yang

PARK & RECREATION COMMISSION	
Number of True Vacancies:	3
Expired Terms:	4
Names of commissioners wanting to serve:	Travis Bonovsky (19) Gail Ebert (19) Bud Sorenson (20)
Names of Applicants:	Paul Carey Krissa Jackson Jeffrey Noah Writhers Nyenie-Wea Jennifer Umolac Joe Younglove

PLANNING COMMISSION	
Number of True Vacancies:	1
Expired Terms:	0
Names of commissioners wanting to serve:	
Names of Applicants:	Randy Christensen Mike Donnelly Joanne Riel Rochelle Sweeney Laura Vang

As of 2.26.2021

Council/EDA Work Session
VIRTUAL meeting being conducted by electronic means in accordance with Minnesota Statutes, section 13D.021 Public portion available for connection via telephone Dial: 1-312-626-6799 Meeting ID: 97680230856# Passcode: 7635693300#
March 8, 2021

AGENDA

ACTIVE DISCUSSION ITEMS

1. Use of Chat Room during City Council Meetings
2. Opportunity Site Engagement Strategy Follow-up Discussion
3. Franchise Fees - Agreements and Program
4. Mayor's Senior Aide Position

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/8/2021

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Cornelius L. Boganey, City Manager

SUBJECT: Use of Chat Room during City Council Meetings

Recommendation:

- *Council direction regarding the use of the online chat room during meetings.*

Background:

At the Council Study Session, of October 12th, (minutes attached) the Council discussed the pros and cons of allowing public use of the Chat room during meetings. At that time the consensus of the Council was to continue allowing public chat during the meeting.

Following the March 8th 2021, City Council meeting several staff members expressed concern about chat room activity that was going on during the meeting. Essentially, there was concern expressed that the chatting may be causing a distraction and there was concerned that the lack of boundaries some chats might eventually become disruptive or result in verbal conflict.

Following this staff discussion, I directed staff to survey other nearby communities to see how chat rooms are being handled in these communities. I have attached the survey results. The survey is not intended to be representative of all cities. Hopefully it is illustrative of how some cities have chosen to address the question.

This week I was contacted by Councilmember Kris Lawrence Anderson, expressing concerns about the chat room during meetings. She was particularly concerned how the Chat activities comported with the Council Policy on decorum (attached), Based on her inquiry, this work session item has been added to the agenda.

Policy Issues:

The central policy question are as follows:
1. Does Council wish to consider a change in the current policy governing public chats during online/virtual meetings?
2. If the Council is interested in changing the currently policy, what is your preference?

ATTACHMENTS:

Description	Upload Date	Type

Council Policy 1.3	3/3/2021	Backup Material
Study Session Minutes 10-12	3/3/2021	Backup Material
Survey of Chat Use in other Cities	3/3/2021	Backup Material

1.3 Parliamentary Procedure

The City Council has adopted Roberts Rules of Order Newly Revised for the conduct of meetings. Parliamentary procedure is usually viewed as complex, but it can simply be considered as a set of tools used to assure that a meeting goes smoothly and fairly. It is used to facilitate a group coming to a majority decision when there are differing points of view.

1. Points of Order

The Presiding Officer shall determine all points of order subject to the right of any member to appeal to the Council.

2. Parliamentary Appeal

Any member may appeal to the Council from a ruling of the Presiding Officer. If the appeal is seconded, the member may speak once solely on the question involved and the Presiding Officer may explain his/her ruling, but no other Council Member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority of the members present exclusive of the Presiding Officer.

3. Decorum and Order – Council Members

A. Any Council Member desiring to speak shall address the Presiding Officer and upon recognition, shall address only the question under debate.

B. Council Member desiring to question the staff shall address the question to the City Manager or City Attorney, in appropriate cases, who shall respond to the inquiry or designate a staff member to do so.

C. A Council Member, once recognized, shall be interrupted while speaking only if called to order by the Presiding Officer, a point of order is raised by another Council Member, or the speaker chooses to yield to questions from another Council Member.

D. Any Council Member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, he or she shall proceed. If ruled to be not in order, he or she shall remain silent or shall alter his/her remarks so as to comply with rules of the Council.

E. Council Members shall accord courtesy to each other, to City employees, and to the public appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

F. Any Council Member may move to require the Presiding Officer to enforce the rules. Upon the affirmative vote of a majority of the Council, the Presiding Officer shall do so.

4. Decorum and Order – Employees

Staff members shall observe the same rules of procedure and decorum applicable to members of the Council. The City Manager shall ensure that they observe such decorum. Any staff member, including the City Manager, desiring to address the Council or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to or through the Presiding Officer.

5. Decorum and Order - Public

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. The Presiding Officer may order the removal of any person who makes inappropriate remarks or who becomes boisterous while addressing the Council and bar that person from further audience with Council.

6. Enforcement of Decorum

The City Manager shall carry out the orders and instructions of the Presiding Officer for maintaining order and decorum in the Council Chambers.

7. Personal Privilege

The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motives are questioned or impugned.

8. Conflict of Interest

Any Council Member prevented from voting because of a conflict of interest shall refrain from debate and voting. That Council Member may choose to leave the Council Chambers during debate and voting on the issue.

9. Limitation of Debate

A Council Member normally should speak only once on a subject until every other member choosing to speak has done so.

10. Dissents and Protests

Any Council Member shall have the right to express dissent from or protest any action of the Council. A Council Member wishing to have the dissent or protest entered in the minutes should state so with language such as "I would like to the minutes to show that I am opposed to this action for the following reasons:"

11. Rulings of Presiding Officer Final Unless Overruled

The Presiding Officer shall decide all questions or interpretation of these rules, points of order, or other questions of procedure requiring rulings. Unless overridden or suspended by a majority vote of the Council Members present and voting, a ruling shall be final and binding for purposes of the matter under consideration.

1.4 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the City Manager. The agenda shall be a listing of subjects which shall be taken up for consideration in the following order:

1. Informal Open Forum with City Council - 6:45 p.m.
2. Invocation* - 7 p.m.
3. Call to Order Regular Business Meeting
4. Roll Call
5. Pledge of Allegiance
6. Approval of Agenda and Consent Agenda
7. Presentations
8. Public Hearing
9. Planning Commission Items
10. Council Consideration Items (includes ordinances, resolutions, discussion items)
11. Council Report
12. Adjournment

*All members of the City Council shall share equally in the responsibility for determining who shall be permitted to deliver said invocations, and said invocations shall not exceed two minutes in length, nor shall said invocations deliver any political message, but instead will stringently adhere to the concept of what an invocation, by definition is, which is, a petition for guidance, and lastly that any reference to a deity in any invocation shall use the inclusive term "God" which is the broad-based spiritual term used in our nation's Pledge of Allegiance, ". . . one nation under God," and is also the term used on our currency and coins, "IN GOD WE TRUST."

Reference: City Council Resolution Nos. 2008-146; 2001-146; 98-28; 97-176; 97-12; 96-162

1.5 Varying Order

The order of business may be varied by the Presiding Officer. All Public Hearings shall be held at the time specified in the notice of hearing unless several public hearings are scheduled at one time; in that event they shall be heard as soon thereafter as practicable.

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
OCTOBER 12, 2020

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor Mike Elliott at 6:05 p.m. The meeting was conducted via Webex.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Deputy Director/HRA Specialist Jesse Anderson, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Mayor Elliott stated he may need to leave tonight's meeting between 8:30-9:00 p.m. He added, if necessary, Councilmember Butler can continue the meeting.

MISCELLANEOUS

WEBEX CHAT

Mayor Elliott stated he contacted the City Clerk to request that the Webex chat feature be turned off, as people continue to make comments during meetings but are not being recognized. He added he would like to turn the chat feature off and have people raise their voice if they wish to speak. He noted that will make it easier to manage and fair for people who are asking to be recognized.

Councilmember Ryan stated he supports anything that will facilitate a smooth flow of the meeting and allow public input at the appropriate point. He added it is appropriate for the public to wait until the end of a work session to give public comment, under Council procedure.

Councilmember Graves stated she is reluctant to take away the chat feature, which is a good way to consider other ideas, even if people are not speaking up. She added she feels the chat feature is helpful, and she would miss it if it wasn't there. She noted the chat feature can spur deeper thought on the part of someone who is listening, watching or reading, and she does not see an issue with it. She asked whether Mayor Elliott had received a complaint.

Mayor Elliott stated he received feedback that it seems like some people are commenting on an ongoing basis, and there were other people waiting to speak. He added it was distracting and unfair

to have a running commentary as the meeting is going on. He noted he favors more citizen input and wants folks to participate in the meeting.

Councilmember Graves stated she does not think it is necessary to take away the chat feature, but she will go with the will of the City Council.

Councilmember Ryan requested clarification regarding the chat feature, and whether that is when it appears that people are texting. Mayor Elliott confirmed this. Councilmember Ryan stated he does not have a problem with the chat feature, because he can read it or ignore it.

Councilmember Butler stated the City Council can choose to look at it or ignore it, but she was caught off guard by it. She added there are no regulations around virtual meetings, and in a regular meeting people would not be allowed to make comments throughout the meeting. She noted, however, it's a chat feature so it is not disruptive.

Councilmember Butler stated she does not feel strongly either way, but if the chat feature remains, there should be some regulation around it.

Councilmember Lawrence-Anderson stated she is neutral and would go wherever the consensus may lie.

Mayor Elliott stated he is okay with leaving the chat feature for now and addressing it if it comes up again.

It was the general consensus of the City Council to retain the Webex chat feature.

ADJOURNMENT

The Study Session was adjourned at 6:15 p.m.

Chat Feature Responses

	Crystal	Edina	Golden Valley	Minnetonka	Robbinsdale	St. Louis Park
Are you holding City Council meetings virtually?	Yes	Yes	Yes	Yes	Yes	Yes
What platform are you using?	Zoom	WebEx	WebEx	WebEx	WebEx	WebEx
During the meetings, do you have the chat feature active?	The chat feature is active, however, it is rarely used, if at all. Our IT System Adminstrator manages that behind the scense during the meetings and says it is easy to disable if needed.	Not active	Chat feature is active for only scheduled participants.	Not active	Not active	Not active
If not, please provide the thougths for disabling this feature?		We use Intercall for public participation. Intercall provides an 800 # and code for each meeting that I include with each agenda. For our work sessions, anyone can call in and listen only; for council meetings, callers are queued up and allowed to speak on a first come, first served basis. This is managed by our communications department.		Allow call-ins for the public comment portion on certain items. They have to fill out a form before the meeting.	Public can speak at the beginning of the meeting.	We wanted to maintain transparency and ensure that no real/perceived violations of the open meeting law occurred. We also wanted to remove any temptation for council to communicate between each other or staff during meetings and create additional data that would be subject to a request/retention. We set up dedicated public call-in lines for items on our agenda to ensure that they don't sit in a queue of calls and potentially miss the item they wanted to comment on.

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/8/2021

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Meg Beekman, Community Development Director

SUBJECT: Opportunity Site Engagement Strategy Follow-up Discussion

Background:

In April 2018, the City of Brooklyn Center awarded a Preliminary Development Agreement to Alatus for 35 acres of EDA-owned property within the Opportunity Site. In 2019, the scope of Alatus' focus narrowed to a smaller 15-acre area known as Blocks 11, 12, and 13 of the Opportunity Site.

At the same time, the City took the lead on an effort to update the 2006 Opportunity Site Master plan that would provide an implementation strategy for the full 80-acre area. The master planning effort included a a public engagement process centered on developing and refining a Master Plan for the entire 80-acre area that aligns with and reflects the desires and needs expressed by local community members.

The engagement process was kicked-off by a series of workshops facilitated by LISC that produced a final report, written by community members, outlining guiding principles for the development of the Opportunity Site as well as a list of outcomes that the development might achieve.

The consultant team then took the results of that work and went out into community through a series of pop-up and in-person open houses designed to verify and prioritize that were produced in the LISC workshop series.

In an effort to deepen engagement with underrepresented communities, an engagement working group was formed. The group was comprised of organizations and agencies within the community that were able to reach specific targeted communities. The goal was to co-create an engagement strategy that would allow greater representational input from the community. The goal was to enter into individual contracts with participating organizations to have them assist with the engagement work itself. While this work began with groups like Brooklyn Bridge Alliance for Youth and individuals such as Jude Nnadi completing focused and targeted engagement with the community. The pandemic disrupted the process and engagement efforts were put on hold in April 2020. In addition, there was not agreement by all participants about what the role of the working group and their responsibilities. This caused a breakdown in communication and a perception that there was lack of transparency and accountability in the process. The City learned from this experience and endeavors to do better in the future. A complete summary of the master planning process and engagement work to date is attached to this report.

The intention is to now kick-off a reboot of that work and provide an engagement strategy that addresses the shortcomings of the initial engagement efforts while ensuring that those most impacted by development on the Opportunity Site have the ability to shape the outcomes of the project. Participants of the last Engagement Working Group, along with community partners and council members were consulted as part of creating this engagement framework.

In January 2021, staff began a discussion with the City Council about what that engagement process might look like. At that meeting, the City Council and community members expressed points of particular concern related to the Opportunity Site Master Plan public engagement process to date, and the corresponding Alatus development of Blocks 11, 12, and 13. These concerns are outlined below.

Opportunity Site Master Plan Concerns:

- Quality and quantity of engagement done to date
- Potential gaps in the targeted groups and individuals included and/or informed in the public engagement process
- Lack of trust in the process and the people involved
- Lack of clarity regarding where the City Council is leading and/or making decisions in the Master Plan process

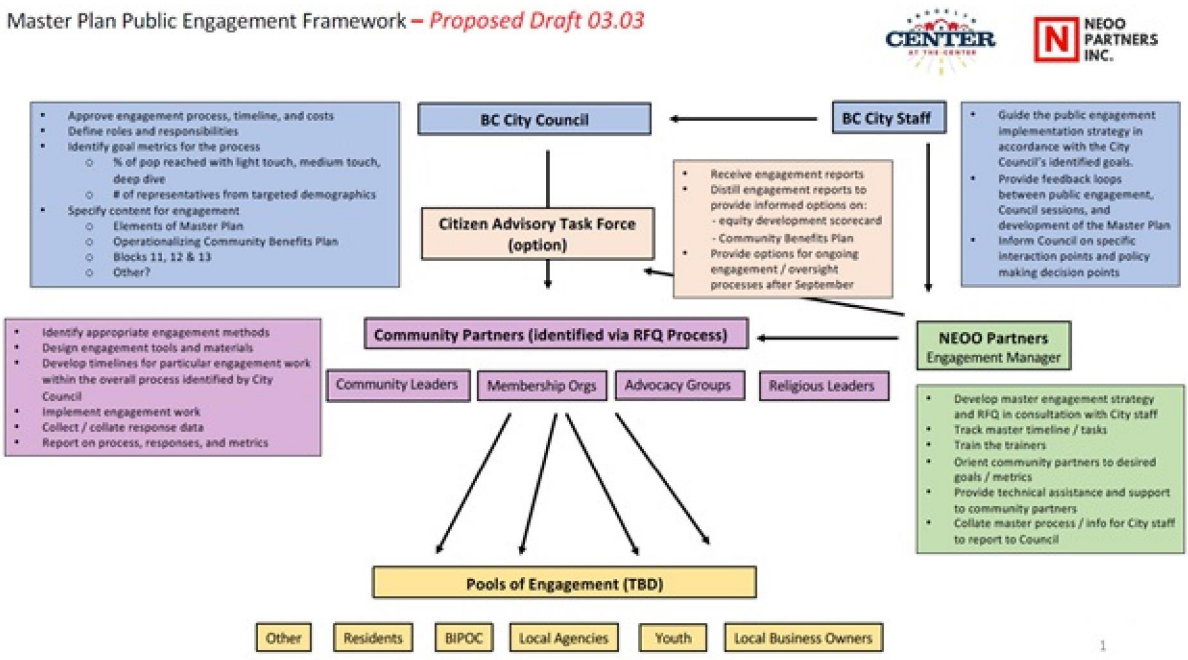
Alatus Development (Blocks 11, 12, and 13) Concerns:

- Lack of information on the preliminary development plan
- Conflation of the Master Planning process and Alatus site approval process
- Lack of clarity about where there are City Council touchpoints in this development approval process

In order to address these concerns, City engaged NEOO Partners, a firm particularly skilled in place-based community driven development strategies, to develop a public engagement strategy that will provide 1) tools for deeper levels of transparency between the public, City staff, and the City Council, and 2) clarity of the roles and responsibilities of City Council, City staff, selected Community Partners, the public, and any prospective development partners. The goal for this higher level of transparency and a shared vision is to ensure that a robust, comprehensive, and meaningful public engagement process happens, and that residents, stakeholders, and the City Council are all aware of the anticipated community benefits from private investment on the Opportunity Site.

Engagement Strategy

NEOO Partners is proposing a community-based engagement strategy (attached) that empowers community partners to define the engagement tools and strategies that work best for reaching their particular communities, while clearly defining the role and responsibility of the City Council, its staff and consultant team in this effort.



Community partners are identified through an open RFQ process (draft attached) that provides transparency and shared expectations about the outcomes of the work. The proposed strategy has the city staff and its consultant team providing technical support to the community partners, who themselves are tasked with developing the specific tools, materials and strategies that will work best for them. Community partners provide their findings and reports directly to the City Council and staff. The role of the engagement manager is to collect the findings and ensure they are shared amongst stakeholders and the public.

One aspect of the engagement strategy is for the City Council to dedicate 20 minutes at each Council meeting for updates and discussion on some aspect of the Opportunity Site. These smaller, bite-sized, presentations will allow greater dissemination of information and the recorded presentations can them be made available on the Opportunity Site website as well as share publicly via Facebook, creating a continual community conversation around the project and providing a venue for community to learn about and interact with the materials regularly.

The engagement manager will be responsible for collecting reports from the community partners and disseminating it to the public and stakeholders. In addition, the engagement manager will collect and collate information generated for the project, ensuring it is made available on a regularly updated website as well as to the community partners conducting the engagement. This will produce an evolving master document that encapsulates the work as it progresses.

Staff and the consultant team will be available to provide technical assistance to the community partners as needed. This may include assisting with the creation of engagement tools, assisting with gathering and reporting data, or assistance with interpreting data.

To start, staff has created several one-page information sheets designed to address specific questions that were heard from community partners when the engagement strategy was being created. These are attached to this report.

Policy Discussion

The duration, amount and depth of the engagement that will be done will need to be defined by the City Council. Different methods of engagement require different levels of investment in terms of staff time, resources, and time. NEOO Partners has provided a range of engagement strategies that correlate with varying cost and time options in the table below.

Engagement Level	Light Touch	Medium Touch		Deep Dive	
	Inform	*Consult*	*Involve*	*Collaborate*	*Defer*
Community Engagement Goals	Provide community with relevant information	Gather input from the community	Ensure community needs and assets are integrated into process and inform planning	Ensure community capacity to play a leadership role in implementation of decisions	Foster democratic and equity by placing full decision-making in the hands of the community; bridge divide between community and governance
Potential Activities	Flyers / Mailers, Fact sheets, City Council presentations, Facebook Live community meetings, Explainer videos, Website updates	Public comment, Community forums, Surveys, Other	House meetings, Interactive workshops, Polling, Focus groups, Other	Working groups, Community Organizing, Citizen Advisory Committees, Open Planning Forums, Other	Community-driven planning, Consensus building, Participatory action research, Cooperatives, Other
Oversight / Support	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners
Timeline	8-12 weeks w/ ongoing updates	10-16 weeks	16-20 weeks	16-24 weeks	24+ weeks / ongoing
Budget / Contract Max Per Community Partner	$15,000	$25,000	$25,000	$50,000	$50,000

*Adapted from *From Community Engagement to Ownership*, An Urban Sustainability Directors Network Innovation Fund Project conducted by Facilitating Power, Movement Strategy Center, and the National Association of Climate Resilience Planners

In practice, it is more likely that the final strategies that will be utilized will feature a combination from the above table. The final determination of these strategies will rest with the community partners doing the work. However, the Council will set the overall budget as well as the timeline for delivering the work. There may be some aspects of the overall plan, such as the Community Benefits Plan and the Equity Development Scorecard that will warrant more ownership by the community and thus a greater degree of engagement. This may compare with other aspects of the work, such as the stormwater plan or transportation plan which are more technical in nature and require engagement strategies that are lighter touch.

Staff is seeking direction from the City Council on the overall cost and timeline for the work.

In addition to the on-the-ground engagement work led by the Community Partners, a Citizen Advisory Task Force could be convened to assist with distilling the engagement input that is gathered by the community partners to provide informed options to the City Council on the equity development scorecard and the community benefits plan. Ultimately, the City Council will make the final decision on how to proceed with both of these aspects of the project. However, a task force could provide input on these documents in the form of offering the Council informed options to base their decision on.

A successful Community Task Force will need to have a clear definition of and direction on their role, specific mechanisms for group management and/or touchpoints with City staff and NEOO Partners, and expectations related to deliverables. The details of how a community taskforce would be formed, how members are selected, how the group operates and what value they provide to the overall process are all critically important and have not been fully identified at this point.

There are also clear risks associated with such a group, which has the potential to be driven by a few

outspoken voices rather than a true representation of the community, as well as the potential that the group does not deliver on the expectations set out by the City Council.

Staff is seeking direction from the City Council on whether a community advisory taskforce in addition to a group of community partners would be desired for this process.

Pilot Project Approach

Alatus has partnered with Project for Pride in Living (PPL) and Resurrecting Faith World Ministries (RFWM) on a planned development for blocks 11, 12 and 13 of the Opportunity Site. This is comprised of 15 acres in the southwest corner of the Opportunity Site (Attached). The development program has not been finalized but at present includes:

- Approximately 750 housing units in a mix of market rate, mixed income (60-100% AMI), and affordable (30%-50% AMI)
- Approximately 20,000 square feet of community-driven entrepreneurial space that will be programmed and designed by the City.
- Public spaces, including plazas and community gathering space within the development
- A daycare
- A community event center owned and operated by RFWM

Alatus has initiated an EAW for the program and they anticipate bringing the entire project forward for entitlements in August for a 2021 construction start. Their timing is being driven by their financing for the development.

Alatus, PPL and RFWM also are working on a community benefits plan for the project that aligns with the community benefits work that has come out of the community engagement to date. They are working through a number of concepts for how this will look, but community engagement will be needed to fully inform and direct the final outcome.

Community Engagement, especially within the context of capacity building can be very nebulous during a Master Planning process. Oftentimes, we have found it to be more beneficial to ground the community engagement efforts in tangible and more present programs or development scenarios. In the City of Brooklyn Center, the Opportunity Site represents a minimum of 10 years of visioning, planning, recalibrating, and implementation. It is not realistic to engage the public in the present with forecasted minds for ten years. The present needs are too great, the pressure from civil unrest, America's collective racial consciousness, and tremendous downward pressure on "normal" social interactions caused by the COVID-19 pandemic, will cause blockages in all relative ability for rational residents to "dream, forecast, or plan."

The NEOO team is proposing to use the existing Master Plan, but more specifically the planned development along blocks 11,12, and 13 by Alatus, along with PPL and RFWM, to focus the engagement process on tangible projects, with prospective partnerships and real-time community benefits.

Not only will this ground the community with real projects and partnerships, but it will also intentionally assist City Council along with the City's Planning and Development Staff to set benchmarks and precedents for public engagement on the entirety of the Opportunity Site Redevelopment, as well as forthcoming Community Development and Planning projects in the City of Brooklyn Center.

Timeline

Neoo Partners has put together a proposed timeline for the engagement work that is included in their full Public Engagement Narrative (attached).

March 2021	- City staff presents Master Plan Public Engagement Framework strategy / process - City Council approves Master Plan Public Engagement process, budget, timeline - City staff presents Pilot Project Approach for Blocks 11, 12, & 13 - City Council approves Pilot Project Approach - City staff and NEOO Partners develop and issue RFQ for selecting Community Partners to lead public engagement
April 2021	- City approves pool of Community Partners - NEOO Partners manages the selection of Community Partners and the corresponding engagement strategies and tools to guide Pilot Project community engagement with Alatus, PPL, and RFWM
May - Aug 2021	- Alatus, PPL, and RFWM work with Community Partners to implement public engagement work with oversight by NEOO Partners and the City
August 2021	- Alatus submits for Entitlements
Aug - Sept 2021	- Alatus, PPL, and RFWM refine development plan for Blocks 11, 12, and 13 and presents corresponding draft of the Pilot Project Community Benefits for discussion, review, and approval by City staff and City Council
Sept/Oct 2021	- Entitlements received for Blocks 11, 12, and 13

Policy Issues:

- What direction does the City Council have related to the proposed engagement strategy?
- What budget/time allocation is the City Council comfortable with as it relates to this engagement work?
- Does the City Council desire to see a community advisory taskforce created to work with the community partners on the engagement work?

Strategic Priorities and Values:

Inclusive Community Engagement

ATTACHMENTS:

Description	Upload Date	Type
Engagement Narrative	3/4/2021	Backup Material
190004 Public Engagement	3/4/2021	Backup Material
Opportunity Site Engagement and Process Summary	3/2/2021	Backup Material
Draft Community Partners RFQ	3/2/2021	Backup Material
One-pager Information Materials	3/2/2021	Backup Material
Opportunity Site Master Plan Executive Summary	3/2/2021	Backup Material
Alatus Development Program	3/2/2021	Backup Material

BROOKLYN CENTER MASTER PLAN PUBLIC ENGAGEMENT NARRATIVE

1. Problem Statement

In April 2018, the City of Brooklyn Center awarded a Preliminary Development Agreement to Alatus for 35 acres of EDA-owned property within the Opportunity Site. In 2019, the scope of Alatus' focus narrowed to a smaller 15-acre area known as Blocks 11, 12, and 13 of the Opportunity Site. Additionally, since early 2019, the City, along with its consultant team, have spearheaded a public engagement process centered on developing and refining a Master Plan for the entire 80-acre area known as the Opportunity Site that aligns with and reflects the desires and needs expressed by local community members. In January 2021, the City Council expressed points of particular concern related to the Opportunity Site Master Plan public engagement process to date, and the corresponding Alatus development of Blocks 11, 12, and 13.

These concerns are outlined below.

Opportunity Site Master Plan
Concerns:

- Quality and quantity of engagement done to date
- Potential gaps in the targeted groups and individuals included and/or informed in the public engagement process
- Lack of trust in the process and the people involved
- Lack of clarity regarding where the City Council is leading and/or making decisions in the Master Plan process

Alatus Development (Blocks 11, 12, and 13)
Concerns:

- Lack of information on the preliminary development plan
- Conflation of the Master Planning process and Alatus site approval process
- Lack of clarity about where there are City Council touchpoints in this development approval process

2. Macro Strategy

In order to address these concerns, City staff is working in consultation with NEOO Partners to develop a public engagement strategy that will provide 1) tools for deeper levels of transparency between the public, City staff, and the City Council, and 2) clarity of the roles and responsibilities of City Council, City staff, selected Community Partners, the public, and any prospective development partners. The goal for this higher level of transparency and a shared vision is to ensure that a robust, comprehensive, and meaningful public engagement process happens, and that residents, stakeholders, and the City Council are all aware of the anticipated community benefits from private investment on the Opportunity Site.

The following pages outline a proposed Master Plan Public Engagement Framework developed and led by NEOO Partners, the Engagement Manager, to guide the City through a process and enable concrete decisions to be made about the appropriate engagement process, timeline, and monetary investment. Additionally, this framework seeks to aid the City Council in establishing specific parameters regarding the content for engagement and the goals related to the metrics that will measure robust community input in the Master Plan process.

3. Role of the Engagement Manager

NEOO Partners is a burgeoning local MBE with a growing national practice at the intersection of community engagement, commercial real estate development, and urban planning. The firm uses a Racial Equity and an Environmental Restorative Development framework to center their work on people through a place-based strategy lens.

A core element of their work is community engagement. The NEOO Partners team believes that community engagement is best done through a capacity building framework called “Raise the B.A.R.R." This framework builds upon the idea that community members are the best people to engage their communities. The NEOO Partners team also holds that community engagement has traditionally been done in an extractive manner where community members give all sorts of information to organizations and in return they receive little value or personal capacity building in the process. This is why the B.A.R.R. model represents a shift in thinking about community engagement.

B. = Balance: In almost every community the aspirations for “what could be?” typically outpace the availability of financial resources or technical expertise to make it happen. In this portion of work, the NEOO team focuses on creating balance in the mind of community members and community partners between Reality and Aspirations.

A.= Awareness: Secondly, most community members tend to have affinity towards certain programs, event spaces, and places of commerce. This preference has the tendency to impair individuals' ability to see other locations which provide amenities, resources, or options for commerce as valuable, or "for them". The work is truly focused on understanding community member preferences while also supporting an increased awareness of existing assets to prevent the dilution of resources for items that are already provided in the community.

R&R. = Relationships and Resources: Lastly, capacity building as community engagement would be remiss without intentional relationship building and resource allocation in support of community members / partner organizations in leading the engagement in their community.

4. Role of Community Partners / RFQ

The Public Engagement Framework begins with the understanding that empowering trusted Community Partners to lead the public engagement process is a critical avenue for convening strong, rich and meaningful dialogues that value and respect stakeholder feedback.

Developing transparent and authentic dialogues between community members and City leadership will result in actively shaping the priorities not only for the Opportunity Site Master Plan but also the direct community benefits residents can expect from private investment.

In light of this, the public engagement strategy involves working with the Engagement Manager, to identify trusted Community Partners that will work alongside the City Council in reaching different pockets of the Brooklyn Center community. These Community Partners would be tasked with the important work of developing community engagement tools, messaging, and methods for engaging the targeted community groups; some of which are the hardest to reach through traditional planning engagement processes.

Along these lines, City Staff will work with the City Council to outline the specific engagement content, a clear list of preferred engagement methods / priorities, and target populations for engagement.

These conditions will inform a Request For Qualifications process which will allow for community members, including individuals, churches, for-profit and nonprofit organizations to apply to be a community partner for the next phase of public engagement on the Opportunity Site Master Plan. The RFQ process provides transparency around what the City intends to get out of a community engagement process, and the roles and responsibilities of all parties.

The respondents will be evaluated, and selected respondents to this RFQ will be entered into a Pre-Approved Community Engagement Pool. The City then would have the ability to select targeted respondents based upon their ability to reach hard to reach communities. The Engagement Manager would work with each respondent to right size scopes and responsibilities during the engagement process, and ensure the progress made by the selected Community Partners is done in a timely manner.

5. Engagement Content / Education

An important aspect of the Public Engagement Framework involves the Public Education component mentioned in NEOO Partners' Balance and Awareness phases of the B.A.R.R model. Ultimately, the City Council would set the parameters, boundaries, and limits of the engagement to take place.

To prepare for the larger engagement framework process, the Engagement Management Team has created three focus areas for public education.

1. **History**: This content will involve educating the local community on the engagement work done to date, particularly related to the land uses and the processes of engagement already achieved to inform the current draft of the Master Plan and the initial concepts presented in the Alatus preliminary site plan for Blocks 11, 12, and 13. This component will likely involve a centralized website managed by the Engagement Manager that serves as a clearinghouse of information related to prior work done around community engagement, as well as draft stages of the Master Plan and preliminary development plans for Blocks 11, 12, and 13.

2. **Master Plan**: This content will be focused on continuing to identify and refine the desired and prioritized uses and goals for the Opportunity Site Master Plan in alignment with expressed community values, additional shaping and programming of the public spaces in accessible and equitable ways, and further determining the scale and impact of the Master Plan goals within the broader community.

3. **Community Benefits**: This content will work to provide direct linkages between the Master Plan's goals and priorities and how these are operationalized to meet tangible outcomes/benefits for residents in the Brooklyn Center community. Content focus areas within community benefits might include jobs, housing, parks, infrastructure, amenities, revenues, tax disparities, and opportunities for entrepreneurial catalyzation.

City staff anticipate working with the City Council to develop a prioritized list of content areas for focused public education and engagement as it relates to each of these outlined focus areas.

NEOO Partners will synthesize the community feedback gathered from Community Partners and create shareable summary documents for community stakeholders and the

City Council to see their engagements reflected in tangible results, and, furthermore, how those tangible results are reflected in the strategies for achieving community benefits.

6. Methods of Engagement

There are varying degrees of public engagement to be addressed through the outlined Public Engagement Framework. These fall into three categories, which have been termed as light touch, medium touch, and deep dive.

1. *Light touch*: This level of public engagement is the least involved and represents a methodology for generally informing the public through trusted messengers while providing opportunities for voluntary response. This approach does not ask for direct input or feedback from targeted community representatives or in relationship to specific components of the process or plans. Examples of light touch methods could include:
    a. City-controlled Master Plan website as a clearinghouse of information related to work done to date, drafts of the various plans / benefits, and options for submitting comments and questions via email or a website form.
    b. Facebook Live events as a means for sharing City staff presentations or Council work discussions with the broader public and allowing for public comments during the event that could be collected to inform the Master Plan.
    c. Mailers delivered to constituents that include information such as:
        i. Overview of the Master Plan
        ii. Link to the City Master Plan website
        iii. QR code for general survey questions

2. *Medium touch*: This level of public engagement involves proactive and targeted sharing of information with particular groups / community constituents with specific requests for constituent input related to particular components of the Master Plan. Examples of medium touch methods could include:
    a. Online forums for specific resident / business groups within an identified geography that address:
        i. Overview of the Master Plan
        ii. Opportunities for gathering individual comments / feedback related to specific components of the Plan
        iii. Follow up link to targeted survey questions
    b. Door knocking within specific geographies to discuss Master Plan and ask targeted questions to gather constituent input.
    c. Targeted surveys with most impacted target groups.

3. *Deep Dive*: This level of engagement involves highly focused conversations with specific groups of community representatives. These conversations are meant to be directive in shaping the goals and priorities established in the Master Plan, as well as setting the appropriate guidelines and metrics for how the goals and priorities are

operationalized and achieved through specific Community Benefits standards set forth in individual development projects pursued within the Opportunity Site. Examples of deep dive methods could include:

a. Convene working groups with most impacted target groups that involve deliberate discussions and asking detailed questions to shape the Master Plan and Community Benefits.

b. Attend specific community task force meetings to share information, lead deliberate discussions and ask detailed questions around the Master Plan and Community Benefits. This might include venues such as school board, chamber of commerce, neighborhood associations, rotary, and others.

c. Developing a Citizen Advisory Engagement Task Force that consists of community voices tasked with receiving and distilling the reports from the Community Partners in order to provide the Council and City staff with a series of informed options related to a Community Benefits Plan and an equitable development scorecard.

Engagement Level	**Light Touch**	**Medium Touch**		**Deep Dive**	
	Inform	*Consult*	*Involve*	*Collaborate*	*Defer*
Community Engagement Goals	Provide community with relevant information	Gather input from the community	Ensure community needs and assets are integrated into process and inform planning	Ensure community capacity to play a leadership role in implementation of decisions	Foster democratic and equity by placing full decision-making in the hands of the community; bridge divide between community and governance
Potential Activities	Flyers / Mailers, Fact sheets, City Council presentations, Facebook Live community meetings, Explainer videos, Website updates	Public comment, Community forums, Surveys, Other	House meetings, Interactive workshops, Polling, Focus groups, Other	Working groups, Community Organizing, Citizen Advisory Committees, Open Planning Forums, Other	Community-driven planning, Consensus building, Participatory action research, Cooperatives, Other
Oversight / Support	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners	City Staff & Consultants, NEOO Partners
Timeline	8-12 weeks w/ ongoing updates	10-16 weeks	16-20 weeks	16-24 weeks	24+ weeks / ongoing
Budget / Contract Max Per Community Partner	$15,000	$25,000	$25,000	$50,000	$50,000

*Adapted from *From Community Engagement to Ownership*, An Urban Sustainability Directors Network Innovation Fund Project conducted by Facilitating Power, Movement Strategy Center, and the National Association of Climate Resilience Planners

7. Implementation

Implementation of the Public Engagement Framework will be directed by City staff in accordance with the processes, timeline, and costs approved by City Council. Furthermore, in support of City staff, NEOO Partners will serve as the Engagement Manager. Initially, in consultation with City staff, NEOO Partners will develop and lead the Community Partners RFQ process. Following the selection of Community Partners by the City, NEOO Partners will directly manage the Community Partners and public engagement master task list to ensure the engagement efforts are coordinated, well-implemented, and reported clearly to the City.

The Community Partners selected through the RFQ process will take the lead in identifying the appropriate methods of engagement that align with the City's established parameters for public engagement standards. Each Community Partner will be tasked with designing the necessary engagement tools and materials as well as implementing the specific engagement work particular to their target groups for engagement. Additionally, the Community Partners will be responsible for collecting and collating the response data to provide clear reports on the process, responses, and metrics they have achieved with their public engagement work.

NEOO Partners will provide a comprehensive document that synthesizes the public engagement work led by each of the Community Partners, highlighting the goals and priorities that should inform the Master Plan as well as providing recommendations for operationalizing Community Benefits in regard to particular developments.

Citizen Advisory Task Force Option: In addition to the on-the-ground engagement work led by the Community Partners, a Citizen Advisory Task Force could be convened to play a role in distilling the community engagement reports produced by the Community Partners into a series of informed options that help guide the City Council and City staff in the formulation of a Community Benefits Plan and an equitable development scorecard. A successful Citizen Advisory Task Force will need to have a clear definition of and direction on their role, specific mechanisms for group management and/or touchpoints with City staff and NEOO Partners, and expectations related to any deliverables.

8. Timeline

The proposed timeline for implementing this Public Engagement Framework is as follows:

March 2021	- City staff presents Master Plan Public Engagement Framework strategy / process

	- City Council approves Master Plan Public Engagement process, budget, timeline - City staff and NEOO Partners develop and issue RFQ for selecting Community Partners to lead public engagement - *City staff and NEOO Partners develop selection process and issue RFQ for Citizen Advisory Task Force (option)*
April 2021	- City approves pool of Community Partners - NEOO Partners coordinates master engagement strategy and supports Community Partners in identifying appropriate engagement strategies and tools - Community Partners begin public engagement work with NEOO technical assistance - *City Council selects / approves Citizen Advisory Task Force members (option)*
May - Sept 2021	- Community Partners implement public engagement work with NEOO technical assistance - *City staff and NEOO Partners support Citizen Advisory Task Force with technical assistance related to Master Plan and frameworks for Community Benefits Plan and equitable development scorecards (option)*
Sept 2021	- Community Partners report on engagement work - *Citizen Advisory Task Force distills engagement reports into a set of informed options related to the Community Benefits Plan and equitable development scorecard, which are presented to City Council (option)* - City Council makes decisions on the parameters of the Community Benefits Plan and equity development scorecard - NEOO Partners collates results of engagement work and compiles a comprehensive report that outlines goals and priorities for the Master Plan along with the proposed Community Benefits Plan for operationalization with particular development work - City staff share drafts with City Council for discussion and approval - NEOO collaborates with Community Partners *and Citizen Advisory Task Force (option)* to determine the requisite scope for the next phase of community engagement
October 2021	- City drafts / incorporates community feedback into Master Plan

During March - September 2021, City staff will share relevant reports and discussion points every 2 weeks at City Council work sessions to review corresponding components of the Opportunity Site Master Plan and the engagement work being accomplished.

9. Pilot Project Approach

Community Engagement, especially within the context of capacity building can be very nebulous during a Master Planning process. Oftentimes, we have found it to be more beneficial to ground the community engagement efforts in tangible and more present programs or development scenarios. In the City of Brooklyn Center, the Opportunity Site represents a minimum of 10 years of visioning, planning, recalibrating, and implementation. It is not realistic to engage the public in the present with forecasted minds for ten years. The present needs are too great, the pressure from civil unrest, America's collective racial consciousness, and tremendous downward pressure on "normal" social interactions caused by the COVID-19 pandemic, will cause blockages in all relative ability for rational residents to "dream, forecast, or plan."

The NEOO team is proposing to use the existing Master Plan, but more specifically the planned development along blocks 11,12, and 13 by Alatus, along with Project for Pride in Living (PPL), and Resurrecting Faith World Ministries (RFWM), to focus the engagement process on tangible projects, with prospective partnerships and real-time community benefits.

Not only will this ground the community with real projects and partnerships, but it will also intentionally assist City Council along with the City's Planning and Development Staff to set benchmarks and precedents for public engagement on the entirety of the Opportunity Site Redevelopment, as well as forthcoming Community Development and Planning projects in the City of Brooklyn Center.

10. Role of Community Partners

Similar to the community engagement process prescribed for the Opportunity Site Master Plan, NEOO Partners, the Engagement Manager will work with the City to determine the appropriate Community Partners from the Pre-Approved Community Engagement Pool to help reach most impacted target groups for engagement. These selected Community Partners will work alongside the City and Alatus, PPL, and RFWM to maintain an open and transparent dialogue related to the development of Blocks 11, 12 and 13. NEOO Partners will provide technical review of the team's plan for community engagement and ensure the plan and processes align with the City's standards. Additionally, oversight by NEOO Partners will make sure that the appropriate feedback loops are being captured and considered for refining the Alatus, PPL, and RFWM development along with operationalizing the corresponding community benefits to be achieved.

11. Engagement Content / Education

The content specific to the Alatus, PPL, and RFWM development will be centered on Blocks 11, 12, and 13. In particular this will include providing information and collecting input on the proposed housing components, business incubator, community theater, public spaces, public art, parking, and connectivity of the blocks. This process will include creating mutual understanding for the development of a Community Benefits Plan that will ensure accountability and be included into the Development Rights Agreement between the City of Brooklyn Center and Alatus. The Development Agreement will serve as a template for future development phases and projects on the Opportunity Site.

12. Methods of Engagement

Particular methods of engagement will be decided upon in collaboration and consultation with Alatus, PPL, and RFWM, selected Community Partners, City staff, and NEOO Partners. NEOO Partners will provide oversight and direction to ensure that acceptable levels of participation and engagement are achieved according to the standards set forth by City staff and City Council. These might include components of light touch, medium touch, and deep dive methods as described in the Opportunity Site Master Plan Public Engagement framework.

13. Implementation

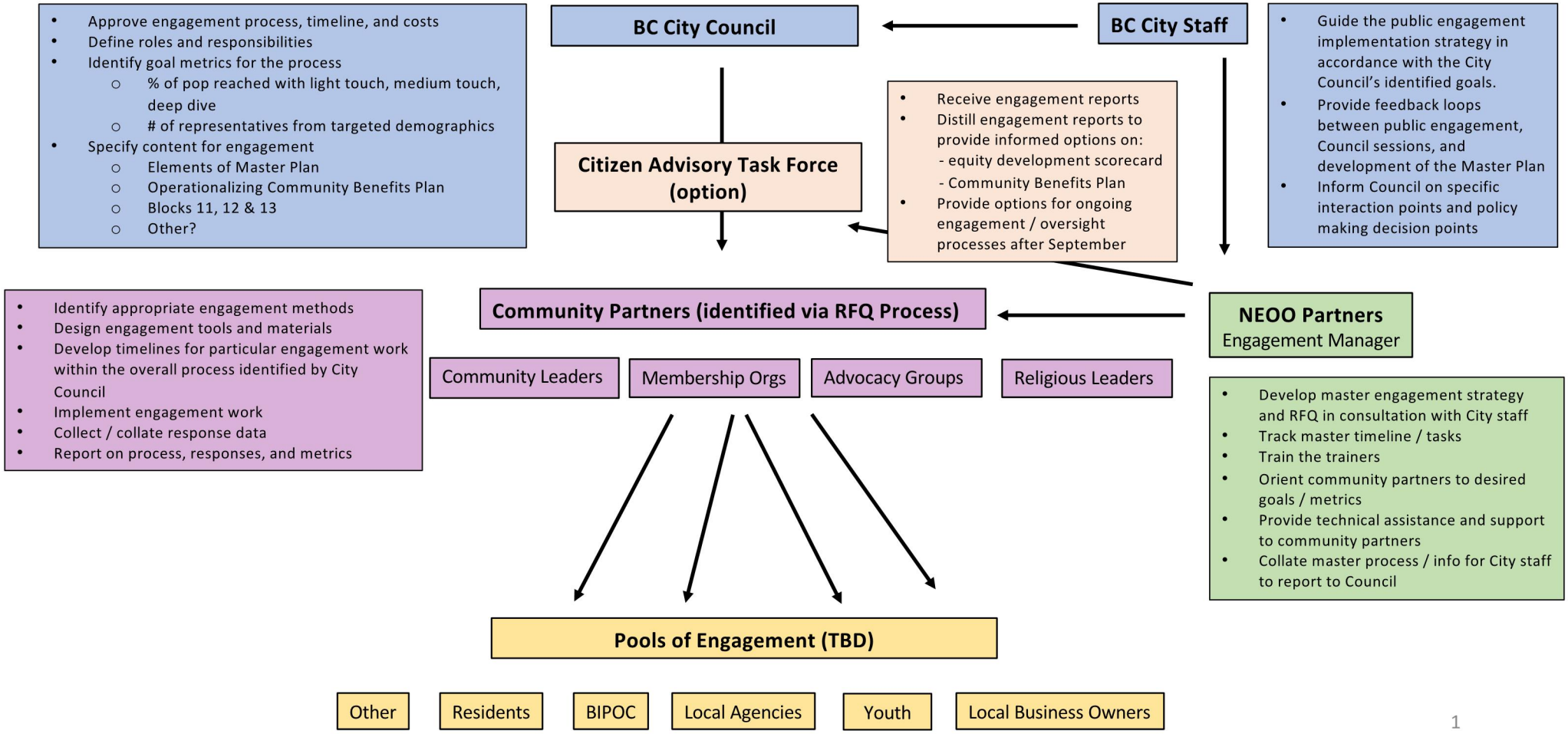
The Community Partners will lead the implementation of this engagement work in partnership with Alatus, PPL, and RFWM , with oversight from NEOO Partners and City staff. The engagement will result in a formal report back to the City Council as well as direct improvements and alterations to the Master Plan blocks 11,12 and 13.

14. Timeline

The proposed timeline for implementing this Pilot Project engagement strategy in relationship to the Master Plan Engagement Strategy is as follows:

March 2021	- City staff presents Master Plan Public Engagement Framework strategy / process - City Council approves Master Plan Public Engagement process, budget, timeline - City staff presents Pilot Project Approach for Blocks 11, 12, & 13 - City Council approves Pilot Project Approach - City staff and NEOO Partners develop and issue RFQ for selecting Community Partners to lead public engagement
April 2021	- City approves pool of Community Partners - NEOO Partners manages the selection of Community Partners and the corresponding engagement strategies and tools to guide Pilot Project community engagement with Alatus, PPL, and RFWM
May - Aug 2021	- Alatus, PPL, and RFWM work with Community Partners to implement public engagement work with oversight by NEOO Partners and the City
August 2021	- Alatus submits for Entitlements
Aug - Sept 2021	- Alatus, PPL, and RFWM refine development plan for Blocks 11, 12, and 13 and presents corresponding draft of the Pilot Project Community Benefits for discussion, review, and approval by City staff and City Council
Sept/Oct 2021	- Entitlements received for Blocks 11, 12, and 13

Master Plan Public Engagement Framework – *Proposed Draft 03.03*



Downtown Brooklyn Center : Public Engagement Activities

2019

ROUND 1 ENGAGEMENT

In Person
12 Engagements ### people attended

On Line
name and results

Youth Engagement
81 participants ages 14-18 yrs

PAADIO Meetings
300 people attended
117 Surveys

LISC Corridor Initiative Sessions
4 Workshops
150 people attended

RESULTS AND OUTCOMES
> 1000 direct engagements
> 30 meetings

2020

January 2020
Draft Master Plan

ROUND 2 ENGAGEMENT

WORKING COMMITTEE*

BROOK BRIDGE
ALLIANCE FOR YOUTH
JUDE NNADI

COVID

On Line
Project Website

RESULTS AND OUTCOMES
2500 direct engagements
140,000 website hits

2021

ROUND 2 REBOOT ENGAGEMENT

Pool of Community Partners

Engagement Manager

Master Plan

Phase 1 Pilot

Fall 2021

Master Plan
- » Trechnical studies
- » Community Benefits Plan

Phase 1 Pilot
- » EAW
- » Development Agreement

*** Working Committee**
ACER, CAPI, OLM, LIBA, Alliance for Metropolitan Stability, Brooklyn

BOLTON & MENK
Real People. Real Solutions.

111 Washington Avenue S
Suite 650
Minneapolis, MN 55401

Ph: (612) 416-0220
Fax: (612) 416-0222
Bolton-Menk.com

January 26, 2021

TO: Meg Beekman, Community Development Director

FROM: Haila Maze, Principal Urban Planner

RE: Brooklyn Center Opportunity Site Engagement Summary to Date

---

Background and Purpose

Pre-2018 Opportunity Site Planning

The Opportunity Site is an approximately 80-acre area west of Hwy 100 and east of Shingle Creek Parkway, between Bass Lake Road and Summit Drive.

The City first began planning for redevelopment of this area in the early 2000s. In partnership with the Metropolitan Council, the area was included in a regional study designed to examine how aging retail centers could redevelop to better serve the communities they are in. The resulting study introduced the concept of a mixed-use, walkable, town center as a vision for the area.

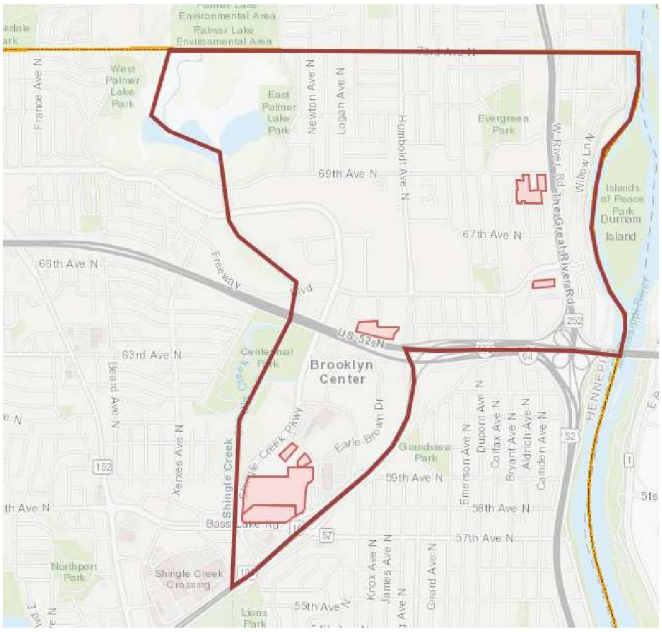
In 2006, the City commissioned Damon Farber and Associates to prepare a master plan for the area that is now known as the "Opportunity Site". The plan identified a series of redevelopment concepts as well as created design guidelines for the new development. The 2006 plan continued to support the vision of the area as a cohesive mixed-use neighborhood and city center and proposed a mix of housing types and densities as well as new commercial development.

The Great Recession stalled the City's redevelopment plans; however, reduced property values allowed the City's EDA to acquire 31 acres of property within the Opportunity Site between 2008 and 2013.

Additional acquisitions occurred after that and by 2018, the City's EDA owned approximately 35 acres of the 80-acre Opportunity Site area. The rest of the parcels are privately owned by various entities.

In early 2018, the Treasury Department rolled out the Opportunity Zone program, asking Governors of each state to submit census tracts into the program. The program was designed to provide capital gains tax relief on investment capital that supported development within

Brooklyn Center Opportunity Zone



designated Opportunity Zones. Minnesota Counties were tasked with identifying eligible census tracts for the program and submitting them to the Governor's office. Hennepin County provided eligibility criteria to its municipalities, which included low-moderate income census tracts with redevelopment opportunities. Brooklyn Center submitted two census tracts, but only one was selected. The selected census tract includes much of the northeast quadrant of the City as well as the area the City had been referring to as the "Opportunity Site". In May 2018, the Governor's office submitted the selected census tracts to the Treasury Department.

<u>Alatus Development Plan</u>

In April 2018, the City entered into a Preliminary Development Agreement with developer Alatus that would allow them time to develop a master plan for the EDA-owned 35 acres within the Opportunity Site and to conduct due diligence on an initial phase of that development.

Prior to this, the City Council had solicited interest from developers to propose their vision for the site. Three developers came forward with concepts and after meeting with two of them, the Council selected Alatus because their vision aligned with the City's 2006 master plan vision to create a mixed use, walkable town center that existing residents could benefit from and utilize.

By early 2019, Alatus had refined their overall concept for the site and were moving forward with early planning for an initial phase of development that would include approximately 300 units of housing and a mix of commercial on the ground floor. The concept was presented to Council and direction was made to renew the Preliminary Development Agreement with Alatus.

<u>City-Led Master Plan</u>

This agreement redirected control of the vision for the city, with the City taking the lead on master planning for the site, in partnership with Alatus, and incorporating the larger 80-acre Opportunity Site into the master plan. Alatus for their part in the agreement was tasked with implementing an initial phase of development and continuing their work to bring a development forward.

Throughout 2019, the City, along with its consultant team, worked to develop the Opportunity Site Master Plan. This was a multi-phased approach that involved a combination of technical assessment, initial community engagement, feasibility analysis, and further community engagement to continue to refine the plan.

In November 2019, the City purchased the 9-acre former Target site, within the Opportunity Site master planning area. The property was purchased soon after the store's closure, in order to hold it for redevelopment that aligned with the master plan.

Approach to Engagement

The scale and reach of community engagement on this project has exceeded that of any past effort in the City's history; however, the intent with this project is to ensure that the outcomes truly benefitted the residents of Brooklyn Center, and this necessitates a much deeper, more inclusive engagement strategy.

From the beginning, the engagement approach was intended to support this vision through an in-depth, inclusive process that connected with diverse groups and views throughout the city. Principles guiding this approach included:

- Consistency with city goals and policies, including the new city comprehensive plan.
- Ensuring the development provided direct access and benefits for city residents.
- Authentic engagement to connect people with the decision-making process.
- Meaningful opportunities to influence outcomes for the plan and the site.
- Transparency in decision making, to build trust and accountability.

While these principles have remained, the approach to engagement has evolved and changed since then, in response to feedback on effectiveness, and changes in external conditions.

Initial Engagement Plan: Spring-Fall 2019

Approach

With the many topics and issues to be considered, it was decided that an in-depth learning experience would be an appropriate way to bring the public into the planning process. As a result, the engagement process began with a series of hands-on workshops facilitated by LISC, which educated participants on the development process and explored options for the site. The outcomes of this process included a list of recommended community priorities and benefits to be included in the project. The final report, which was produced through a consensus-building process by the community, is attached to this summary.

Subsequent events, outlined in an engagement plan developed in Spring 2019, built upon this work by sharing out these ideas for review, input, and further comment.

Communicating About Opportunities

Strategies to communicate about opportunities for engagement included:

- Event flyers and mailed postcards
- Social media updates
- Website postings
- Media advisories and press releases
- Information shared through community-based groups
- Email updates via City systems and lists
- Information available in public buildings
- Updates shared through neighborhood association networks and meetings
- On-site signage
- Joint communications with other partners working in the area
- Direct invitations to key stakeholders

In-Person Engagement Activities

A focus of the engagement approach was to provide multiple opportunities for people who may not otherwise know about this project to participate, learn, and provide input. This included:

- Corridor Development Initiative Workshops, March 20, April 3, April 17, and May 1, 2019

- Brooklyn Center Health Fair Pop-up, April 27, 2019
- Multicultural Advisory Committee Workshop, May 28, 2019
- Earle Brown Days Pop-up, June 22, 2019
- City Council Presentation, July 1, 2019
- Second Saturday Market Pop-up, July 13, 2019
- APA Minnesota Brown Bag Lunch, July 16, 2019
- Youth in Governance Day with Brooklynk Interns, July 22, 2019
- National Night Out with Brooklynk Interns, August 6, 2019
- Second Saturday Market Pop-up, September 14, 2019
- Empire Media Podcast, Voice of Hope with Pastor Loveth, September 17, 2019
- Becoming Brooklyn Center Open House, Opportunity Site focus, September 19, 2019
- CEAP Farm Fresh Fest, September 20, 2019
- Community Band & BBQ, September 21, 2019

Online Engagement

In addition to the events, an online poll was circulated on the City's Polco survey platform throughout July 2019. Project information was shared via a newly developed project website and social media. This resulted in numerous online social media postings (on both city and neighborhood social media accounts), and an additional 80+ people signing up for project updates.

Youth Engagement

The city's Brooklynk interns, a cohort of local high school students paired with city departments, were used at several events to both provide input and collect input from others. The hiring of a temporary intern, also focusing on youth outreach, followed the conclusion of these internships. This involvement resulted in the recruitment and participation of youth in engagement, including their perspectives about what is important for the project.

Results of Engagement

By the end of this stage, there were over 1,000 direct engagements with residents and other community stakeholders. While participants were not asked to identify themselves directly, around one third to one half of participants were estimated to be people of color. By comparison, approximately 57% of the total population in Brooklyn Center, and 45% of the adult (18+) population, are people of color (Source: US Census 2013-2017 American Community Survey).

How This Impacted Plan

The following general themes have emerged from the engagement to date. More specifics are available in individual event summaries. Below is a summary of these themes and how they are addressed in the master plan.

- **Create indoor and outdoor spaces for community activities.** The plan envisions a series of attractive and inviting public spaces and facilities that would be available to all residents for formal and informal activities. This includes walkable downtown area district and a connected series of parks and open space amenities.
- **Make housing options and small business spaces accessible and affordable to the public.** The plan provides for a range of housing and small business spaces, with a focus on affordability. This includes specific goals for housing affordability, as well as prioritizing accommodation of small local businesses via an entrepreneurial market.
- **Build upon the asset of the city's cultural, ethnic, and racial diversity.** The plan envisions open, accessible, safe, and welcoming spaces that include elements reflecting diverse identities. Multicultural event spaces, markets, and public art were also identified as priorities.

- **Counteract disinvestment to strengthen the city's economic and tax base.** The plan is designed to be economically feasible, to attract and leverage private investment on the condition it is consistent with other project goals.
- **Connect this to the community, physically and socially.** The site design in the master plan includes connectivity to existing area sidewalks, trails, and transit networks, to make it part of the larger community. The plan also supported a vision of a site in which all residents could take pride.
- **Support environmental sustainability.** Improvements to the site consistent with the plan would create a much greener, more sustainable space. This includes more trees and landscaping, district stormwater amenities, a walkable neighborhood area, and mix of uses.

Feedback on Process

While effort was made to ensure a diverse representation of participants in the engagement process, concerns were raised that the engagement process had not been extensive or inclusive enough. The city wished to go further to ensure that all voices are heard. To this end, the City and its partners met to develop a subsequent stage of public engagement for the Opportunity Site, described below.

Revised Engagement Approach: Winter 2019- Spring 2020

Approach

This stage of engagement was designed not only to broaden outreach but to put more control of the process in the hands of the community. The intent was to ensure the plan was designed to be truly accountable to the public in terms of delivering on benefits.

To provide more focused guidance for this effort, the Opportunity Site Working Committee was formed. Comprised of a range of community partners (including ACER, CAPI, OLM, LIBA, Alliance for Metropolitan Stability, Brooklyn Bridge Alliance, and others), this group was focused on informing and facilitating the public engagement process. These groups were chosen to reflect the broad diversity of the city, via groups that work directly in the community.

Working Committee Outcomes

This group met regularly – as frequently as weekly – from September 2019 to February 2020, advising on both the plan itself and the engagement process. Needs identified by the working group, and how they were addressed by the process, included:

- **The need for clear understanding of the impacts of the project, particularly potential for gentrification and displacement**. Based on this, the project added a new housing study process to inform the plan and broader city policy on a range of housing policies and priorities. This is currently underway, along with studies of traffic, stormwater, and financial impacts.
- **The need to communicate information about the plan to the community clearly and consistently, so people can understand what they are engaging about**. This was addressed through the development of plan summary documents to help explain plan concepts to the public. A "meeting in a box" tool was designed to put this in a format that was useful to community partners in sharing about the project.
- **The need to ensure the language of the plan is inclusive and reflects community values**. The working group reviewed the plan together, section by section, via a series of facilitated workshops. This resulted in numerous changes to plan language and direction – particularly focused on identified desired community benefits.

- **The need for an ongoing accountability framework through plan implementation.** This was addressed through the development of a community benefits section of the plan, and the initiation of a plan to develop an equity checklist (described further below).
- **The need for more and deeper engagement.** It was determined that partners who know the community best were the ones situated most ideally to do community-based engagement. This resulted in the proposed approach described below.

Partner-Led Engagement

To refocus and expand engagement, an offer was extended to working committee participants to facilitate community-based engagement activities. The format of this was designed to be flexible, so that they could be customized to the specific style that was most accessible, welcoming, and relevant to the targeted populations. As identified by the Working Committee, these populations included youth, renters, communities of color, and low-income communities – including West African, Latinx, African American/Black, and Hmong/Lao communities.

City staff extended an invitation to lead community engagement to all organizations in the working committee. While not all were positioned to do this work, the City contracted with several of them to assist with deepening the community engagement work and reaching out to residents who have historically been marginalized in planning and development processes. Results included:

- Brooklyn Bridge Alliance for Youth completed engagement work with young people in the community and presented their findings to the City Council. Engagement method included a series of facilitated small group focus groups, which included 81 youth. Participants ranged from 14-18 years of age, and reflected the broad diversity of the community's youth and were predominantly people of color.
- Paadio Consulting/Jude Nnadi elected to engage with African-born former and current residents of Brooklyn Center. The purpose was to outreach to various African ethnic and country-specific groups, attend in-person events to connect with residents in their own spaces and places, and administer a survey to gather input. Jude Nnadi attended 15 meetings/events and engaged with 300 participants; 127 participants filled out a survey.
- An OLM representative organized two in-person focus group sessions with renters in the community that allowed staff to have deep and meaningful dialogue with people currently residing in Brooklyn Center. All participants were people of color, with a significant proportion identifying as African.

Other community partner organizations, such as ACER, CAPI and LIBA, also entered into engagement contracts, but their work was largely disrupted by the COVID-19 pandemic and unable to be completed.

Equity Development Scorecard

Through their conversations, the Working Committee recommended that the City utilize the Equity Development Scorecard to evaluate future development projects on the site. The scorecard is a tool that can be customized for each community and is designed to evaluate and score development. The tool could be customized to reflect the values and goals of the master plan, thus creating a method of accountability to the master plan that would last into the future.

When the Working Committee completed its meetings in February 2020, the intention was to transition that group to an Equity Development Scorecard Taskforce, which would be facilitated by the Alliance for Metropolitan Stability, focused on developing the Equity Scorecard.

Pandemic Era Engagement: Spring-Winter 2020

Impact of COVID-19

By January 2020, a draft Master Plan was completed based on the community engagement that had been done, along with the technical assessment work. An engagement strategy to evaluate the draft plan was developed, the beginnings of which began to be implemented.

Just at the time the partner-led engagement was getting started in February-March 2020, the COVID-19 pandemic hit. This disrupted planned events significantly due to the crisis state it brought upon many city residents – and the readjusted priorities of both the city and community partners as they sought to address urgent needs.

As a result, much of the originally planned engagement was cancelled or modified. Working committee partners individually met with City staff in Spring 2020, discussing the need to extend the engagement period to accommodate the fact that people were unavailable to engage in the short term. As a result, while the original intention had been to complete the master planning work by Summer 2020, it became clear that this was no longer possible. The timeline for completing the work has been extended and now a final draft is anticipated no sooner than Spring 2021.

Likewise, the transition into the equity scorecard process was delayed. The Alliance stated that it was no longer able to lead the process, and the City began a search for a suitable replacement to lead the effort so that it could continue based on the Working Committee's recommendation. Brooklyn Bridge Alliance was initially identified as an alternative to serve in this role, though that is currently on hold given the need to further consider options (as described below).

Engagement Results

Due to the pandemic, 2020 engagement was significantly scaled back from the original plan. All in-person engagement attempts were halted for safety reasons. Regardless, some limited engagement continued, including:

- Partner-led engagement identified above via BBA, Paadio, and OLM – largely based on what was achievable when in-person meetings were still feasible
- An expanded visual story map website, to make the plan's online presence more accessible and inviting for comments
- An online comment map hosted on the website, allowing people to review and add comments to various plan elements
- Development of online surveys and meeting in a box tools, for people to review and engage remotely on their own time
- Communications about online engagement opportunities, distributed via direct mailers to residents, social media updates, emails to the community and project partners, and flyer distribution – including at a drive-in movie night.

The project website received significant traffic during this time, resulting around 140,000 total visits. While it was not possible to track all the people who participated during this phase, those who were identifiable brought the total involvement to over 2,500 individuals though the end of this period. This estimate is likely low, because it does not account for anonymous web visitors and those interacting on social media or via informal networks.

Feedback on Process

As heard at the January 4, 2021 City Council meeting, there were significant concerns about the engagement process raised. This included the extensiveness, quality, and validity of the engagement done to date – and the need to refocus the approach going forward. Given this critique, the city is now pursuing plans for a refocused approach to engagement.

Next Steps

City staff has been in communication with the community-based organizations that were involved with the Engagement Working Committee. The intent has been to determine what a community engagement strategy might look like moving forward and when the appropriate time to initiate it would be.

Major considerations identified at this point include:

- **Determining community-based leadership for next stage engagement.** As noted above, the process to do this has been challenged both by lack of capacity for some organizations to take on the role, as well as by the much-larger impact of the pandemic. Community-based engagement leadership has been identified repeatedly as a priority however, so the city will continue to explore options. This will likely be a team effort, since different groups have unique advantages in reaching specific populations.
- **Building and maintaining trust in the city as a partner with community.** Feedback and critiques throughout the planning process point to a stark reality: there are many in the community who do not trust power structures, including the City itself. While there are many justifiable reasons for this distrust, it should not be accepted as a matter of course. Inclusive, transparent, and accountable processes are needed to help build and maintain this – including accountability that extends well into the implementation phase.
- **Building community capacity to understand and influence the plan and future city actions.** This process has pointed to the need to build up the community's capacity to understand and engage effectively in decision-making processes. As with the lack of trust, this reflects the impact of historic and structural issues that extend well beyond the scope of this specific project. While not all of this can be solved in the short term, this should be kept in mind and worked towards.
- **Keeping the project moving forward.** Without some forward momentum in terms of developing the site (including approval of future private development projects), no benefits will be achieved for the community if the site remains empty. Indeed, the result will be worse than zero, as the site's vacancy, blight, and absence from the tax rolls means it is a drain on the city's financial resources and community fabric. While this does not mean the process should be rushed, it also means that delaying the project indefinitely is an undesirable option.

RFQ – Community Partners
Draft 03.01.21

BACKGROUND INFORMATION

The City of Brooklyn Center is in the process of developing a Town Center Redevelopment Master Plan for downtown Brooklyn Center, within an area of the City known as the "Opportunity Site". As part of this process, the City desires to gather resident, stakeholder, and business community input that effectively shapes the goals, metrics, and community benefits to be achieved through the Master Plan and corresponding public and private investments within the Opportunity Site.

The following Request For Qualifications is to solicit responses from prospective Community Partners, which can include individual community leaders, local advocacy groups, community organizations, and other representative groups, to perform community engagement, stakeholder outreach and facilitation services in an effort to advance transparent, inclusive and meaningful community engagement between the City of Brooklyn Center and its constituents. The RFQ will support the City's work to better engage, learn from and build stronger relationships with residents and community stakeholders impacted by its policies and practices related to the development of the Opportunity Site.

SCOPE OF SERVICES

The City of Brooklyn Center is seeking to develop a pool of qualified Community Partners to lead and implement a variety of community engagement methods to actively solicit feedback and participation from targeted demographic groups within the Brooklyn Center Community. In order to inform and shape the Opportunity Site Master Plan in a manner that is authentically inclusive and representative of local community voices in the City. This engagement work will also inform and shape the Community Benefits from Public and Private investment and the corresponding Community Benefits Plan, which will outline the metrics of success. The document will be established by the City Council and the goals will be incorporated throughout a number of public and private projects on the Opportunity Site.

The type of engagement methods to be used will depend on the targeted demographic groups, specified engagement content, and established goals around engagement. Based on the identified needs the Community Partner will provide the City of Brooklyn Center with either a set or all of the following services:

Community Outreach and Engagement Services

- Leverage the skills, experience and existing relationships of the Community Partner to facilitate relationship building between the City of Brooklyn Center and most impacted target groups that have been historically marginalized and left out of traditional community engagement and public planning processes.
- Gather input and feedback from a variety of community, public, private and nonprofit stakeholders through methods such as:
    - Organizing, hosting, and facilitating community conversations
    - Convening interviews and focus groups
    - Conducting online, paper and in-person surveys
- Provide translation and/or interpretive services in targeted languages such as Spanish, Somali, and Hmong.
- Facilitate and/or support the creation of a Community Task Force / Council to provide direct feedback on topics, solutions and items that will deepen levels of engagement and will serve as direct links of communication between the Master Plan process and respective community groups

Consulting Services

- Develop culturally appropriate, tailored community engagement strategies
- Develop, execute, and document community engagement action plans
- Project manage and oversee community engagement processes
- Analyze community input, assessments and recommendations and develop a report of findings
- Develop and execute communications plans through developing key messaging, developing flyers, mailers, and other written communications, and marketing and advertising using print, social media, press, radio, and other outlets.
- Develop scorecards, metrics, and methods that help City staff and the Community Taskforce / Council employ a racial equity and equitable development lens towards all proposed development projects for the Opportunity Site.

Reporting and Presentation

The Community Partner will provide regular updates to the Brooklyn Center City Council and Community Development Department in the form of data, analysis, reports, and summary information related to the nature, timing and methods of engagement, and deliver feedback gathered from meetings, interviews, surveys, or users of web presence dedicated to community engagement.

Interaction with City's Community Engagement Advisor

The City of Brooklyn Center's Community Engagement Manager and Master Planning Team will work in partnership with the Community Partner over the course of the project to develop the technical content for discussion in community, convert technical content into language that is clear and digestible for the community, and collate the community feedback by converting, categorizing, and reporting the feedback into topics, ideas, and technical solutions. The

Engagement Manager will be available to support the Community Partner throughout the entirety of their contract at no additional cost to the Community Partner.

COMMUNITY PARTNER QUALIFICATIONS

The City of Brooklyn Center is seeking prospective Community Partners that are able to demonstrate that they have the relationships, skills and experience necessary to successfully lead a community engagement process. Respondents will be evaluated on the following criteria:

- A history of leadership and/or deep community engagement within a specific community group in Brooklyn Center
- A history of direct experience in developing and executing effective, inclusive, and meaningful community engagement processes
- Demonstrated knowledge of community engagement and racial equity principles
- Demonstrated knowledge of and direct experience in various facilitation and other input/feedback gathering methods
- Demonstrated experience working with most impacted community groups that have been historically marginalized, and left out of traditional community engagement and public planning processes

QUALIFICATION CONTENTS / SUBMISSION REQUIREMENTS

Prospective Community Partners interested in responding to the RFQ should submit as much as possible of the following information:

1. **Community Partner Overview**
   Provide a written narrative that includes the following information (not to exceed 2 pages):
   - A description of your organization, group, or individual background and approach to community engagement, including strategies and techniques you use most often and why.
   - A description of issue areas in which you have engaged the community. Examples might include:
     - Housing access
     - Economic development
     - School board
     - Civic engagement / voting
     - Racial justice
     - Public art
     - Parks and recreation

   Additional Attachments:
   - Resumes or short bios (500 words or less) and description of the roles of those who will lead the engagement.
   - A list of three (3) references who can speak to the quality and depth of your community relationships, track record of success, and work.

2. **Community Partner Target Demographic Groups**
   Provide a written narrative that addresses the following questions:
   - Which demographic groups in the Brooklyn Center Community do you feel you are most qualified and equipped to reach? (100 words or less)
   - Please describe your track record and/or history of engaging with the aforementioned groups. (500 words or less)

   Additional Attachments:
   - If applicable, please provide any relevant deliverables from work with these groups (i.e. report of findings, a survey, presentation).

3. **Community Partner Engagement Strategies**
   The Community Partners that are selected to lead in this process will be expected to develop a detailed engagement strategy in consultation with the City of Brooklyn Center and its designated representatives. Particular engagement methods will be determined in accordance with the engagement goals, timeline, and budget to be established and set forth by the City in concert with the Community Partner.

   Please identify which methods of engagement you are equipped to facilitate. If you are not equipped to facilitate any one of these methods, please note if there are proposed subcontractors you will engage to help your team perform this work.

   - Develop and distribute mailers
   - Social media engagement (Facebook live, Twitter, other)
   - Website information hosting
   - Online surveys / forms
   - Community door knocking / surveying
   - One-on-one interviews
   - Focus groups (online and in-person)
   - Community presentations / town hall meetings
   - Hands-on, interactive community workshops
   - Other various forms of engagement

   Additional Attachments:
   - Any relevant examples of various methods used in community engagement work.

4. **Community Partner Rates / Staffing Costs**
   Provide an overview of estimated costs for implementing this work.
   - Hourly rates for individual team members, or staffing costs
   - Number of team members dedicated to this work

5. **Timeline**
   The proposed timeline for completing this engagement work is April - September 2021.

   Please provide an estimated timeline for your team to perform your preferred engagement methods as it relates to your Target Demographic Groups.

EVALUATION CRITERIA

The evaluation procedure will consist of formal substantive and budget assessments of the qualifications received and subsequent team interviews. In addition to demonstrating a history of leadership and community engagement, respondents will be evaluated on their experience in developing and executing effective, inclusive, and meaningful community engagement processes. This will also include an evaluation of the respondents ability to communicate their process for engaging the community, plans for keeping the City Council informed throughout the process, explaining how they plan to handle challenges between community members, and their ability to create a diverse team, strategy and methodology that reflects the cultural richness of people in Brooklyn Center.

Evaluation Criteria	Possible Points
A history of leadership and/or deep community engagement within a specific community group in the City of Brooklyn Center	30
A history of direct experience in developing and executing effective, inclusive, and meaningful community engagement processes	20
Demonstrated experience working with most impacted community groups that have been historically marginalized, and left out of traditional community engagement and public planning processes	20
Demonstrated knowledge of community engagement, racial equity, and equitable development principles	10
Demonstrated knowledge of and direct experience in various consensus building, facilitation, arbitration, and mediation methods for group conversation	10
Demonstrated ability to communicate processes and findings to Clients	10
Clear budget and scope	5
Clear and achievable timeline	5

ACKNOWLEDGEMENT OF RECEIPT OF RFQ / NOTICE OF INTENT TO SUBMIT PROPOSAL
Please acknowledge the receipt of the RFQ and your intent to submit a proposal (strongly encouraged) via email to: D'Angelos Svenkeson, dangelos@neoopartners.com no later than 5:00 p.m. CST on March 22, 2021.

DELIVERY INSTRUCTIONS
All proposals must be received by 4:00 p.m. CST on March 29, 2021. Please submit an electronic version of your proposal via e-mail to: D'Angelos Svenkeson, dangelos@neoopartners.com

All questions regarding this RFQ shall be submitted via email to: D'Angelos Svenkeson at dangelos@neoopartners.com by March 22nd at 5pm. A collective, FAQ will be generated and sent to respondents who have provided an intent to respond.

RFQ PROCESS KEY DATES
March 22 – Release RFQ
April 1 – Responses Due
April 5 – City Staff Report / Recommendations
April 12 – Council Review / Approval
April 19 – Contracts signed
April 26 – Engagement plans developed
May – September – Engagement work
September 13 – Draft reports / findings
October 31 – Feedback drafted into Master Plan

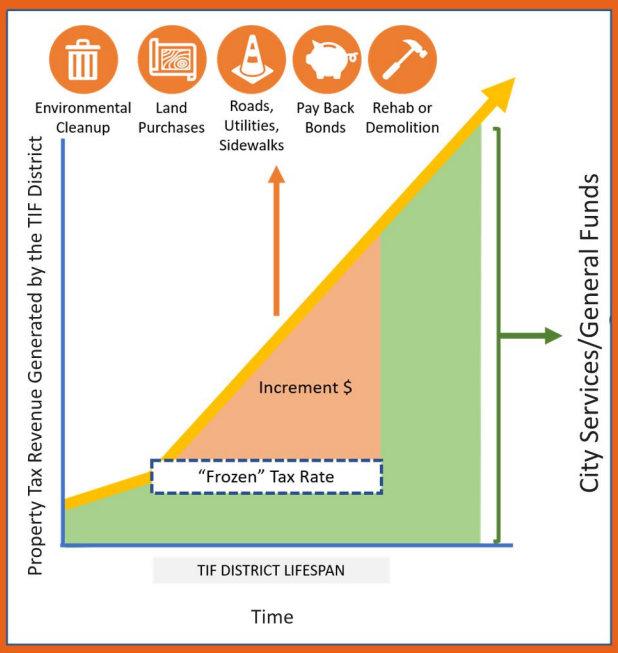
Opportunity Site Info Series

PUBLIC FINANCE & TIF DISTRICTS

What is Tax Increment Financing and How Does It Work?

Tax Increment Financing, or "TIF," is a powerful tool communities use to help pay the costs of public infrastructure improvements, promote economic development, and enhance opportunities for job growth, new housing, and economic success within a designated area (known as a district). TIF works by assisting with financing aspects of a development project, using the anticipated future tax revenue from that project. When a TIF district is created, and before any improvements happen, the property tax rate for the area is "frozen" for a max length of 26 years. As improvements occur and tax revenues rise, the extra tax amount collected above the frozen rate is redirected into a TIF fund. This revenue can be used to pay for certain TIF eligible improvements within the TIF District. After the district timeline is over, all property taxes revert to regular tax revenue, which is higher than that original "frozen" rate

TIF is a tool for cities to spark economic development, while increasing long-term city tax base.



Why Do Cities Use TIF?

Putting a TIF district together is a lot of work. But for many communities, it can help jump start development projects that might not happen otherwise. For projects like the Opportunity Site, TIF can play a critical role towards ensuring necessary infrastructure and community benefit projects happen. Without TIF funds the site would not be able to be developed in a way that provides the most benefit to the community.

There are two important requirements for eligible TIF funded projects in this type of district:

1. The area must be deemed under-invested.
2. It must be demonstrated that the project could not have happened without the use of TIF funds

What is the History of TIF in Brooklyn Center?

The City of Brooklyn Center currently has five active TIF districts, largely covering disinvested commercial areas around the former mall site. The Opportunity Site is covered by a "redevelopment" TIF district, which can be utilized to support development and related infrastructure.

How Does a TIF District Impact Current Taxpayers?

The use of a TIF district does not impact area tax rates or transfer existing tax revenues to a developer or project. It simply "borrows" from the future tax base in a district to finance district improvements today. The goal is to grow the city's overall tax base, which will benefit all city taxpayers as the site is built out. By utilizing TIF funds, the City will be able to proactively pursue Opportunity Site improvements that meet City goals and help avoid compromising on the quality of the development. TIF funds will benefit the Opportunity Site by funding:

- Opportunities for affordable housing
- Critical infrastructure needed for site development including roads, utilities, and sidewalks
- Development incentives to encourage unique area amenities, like plazas, parks and public spaces

TIF within the Opportunity Site can be used for:

- Costs associated with acquiring properties
- Building rehabilitation or demolition
- Environmental cleanup if sites are contaminated
- Roads, utilities, parking, sidewalks, etc
- Pay back any bonds or debt that was leveraged to finance the project.

TIF Implications for the Opportunity Site

TIF will have a significant role in the overall funding of Opportunity Site improvements. An assessment done in 2020 estimated total project public infrastructure costs, including building demolitions and infrastructure upgrades, will cost nearly $35 million. TIF will be necessary to complete these improvements. It will also be needed to offset the costs of other prioritized community needs such as enhanced public amenities, affordable housing, affordable commercial spaces, and community services available within the project area.

Opportunity Site Info Series

OPPORTUNITY SITE TAX BASE IMPACTS

Why Care About Tax Capacity?

In Minnesota, cities depend on their local property tax base for a major part of their revenues. The overall value of taxable land and improvements is known as a city's Tax Capacity. Brooklyn Center's property tax capacity is an indicator of how much funding will be available each year for City services, such as parks, public safety, and infrastructure maintenance. The greater a cities overall tax capacity per resident, the more resources are available to conduct City business, and the less burden residents and business have in terms of local taxes. A lower tax capacity can also become an equity concern as residents must pay more in tax for the same level of service compared with communities that have a higher tax capacity.

↑ Tax Capacity = ↑ City Resources = ↓ Tax Burden Per Resident = More Equitable Tax Burden

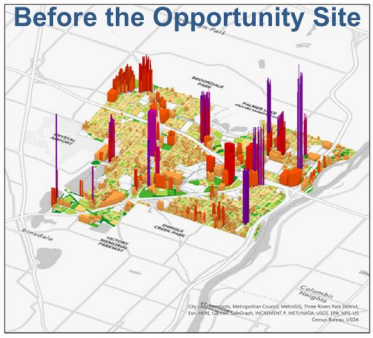
Brooklyn Center's Current Tax Capacity

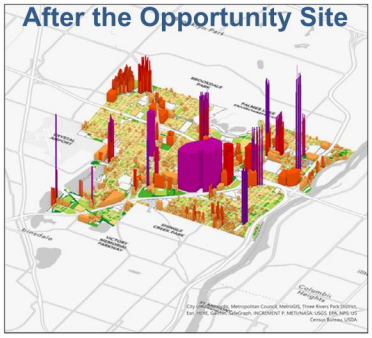
Brooklyn Center has among the lowest per capita tax capacity within the Twin Cities metro region. This places a higher per capita tax burden on city residents compared to peer communities, including wealthier areas with a higher ability to pay. This is partially the result of past decline in the city's commercial core that has shifted the tax burden to the city's modestly valued housing stock. **Increasing tax base through redevelopment can relieve this pressure on local taxpayers and promote regional equity** (more on back page).

Implications for the Opportunity Site and Overall Development

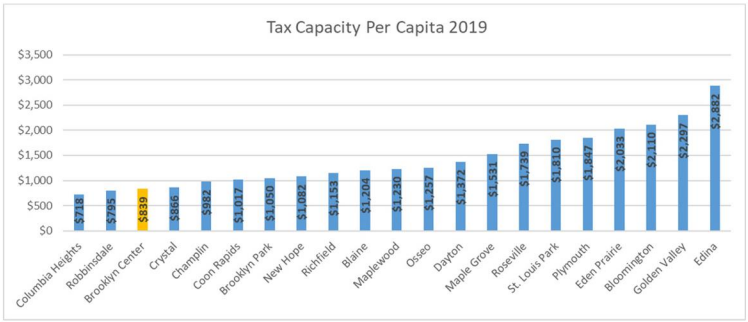
Anticipated build-out of the Opportunity Site will have a direct and significant impact on the City's tax capacity. Because much of the Opportunity Site is not bringing in much tax revenue currently, the possible amount of future TIF funds to be used for area improvements is very high. The City currently gets around $148,707 per year of tax revenue from the Opportunity Site. Once buildout occurs, it is estimated that development on the Opportunity Site could increase the City's tax revenue from the area to around $3.1 million dollars each year. This does not account for any additional development that may occur adjacent to, or because of, the Opportunity Site. Such a large capacity increase will have strong implications for Brooklyn Center's ability to provide city services and reduce the tax burden on city residents

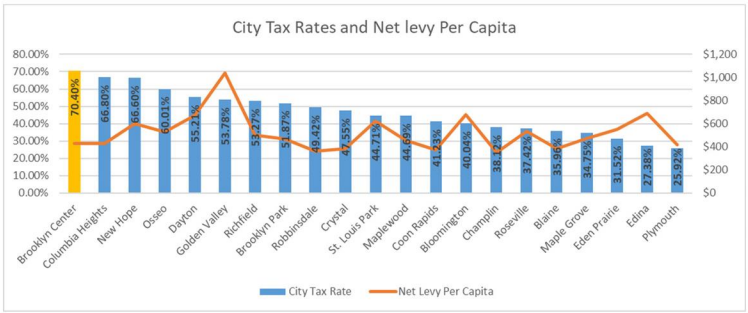
Building the Opportunity Site will raise the city's tax revenue by over $3.1 million per year, compared to the $148,707 collected at the site each year today. This will increase the city's overall tax capacity, and offset the amount the amount paid by residents.

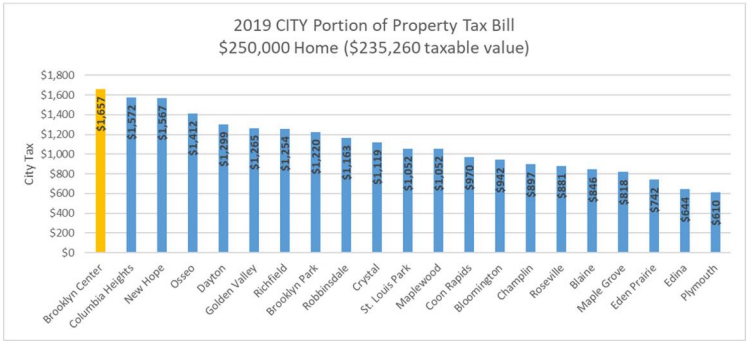




Assessed Total Market Value of Parcels and Improvements per Acre
Value per Acre
N/A
0 - $250,000 / acre
$250,001 - $500,000 / acre
$500,001 - $750,000 / acre
$750,001 - $1,000,000 / acre
$1,000,001 - $1,500,000 / acre
$1,500,001 - $2,000,000 / acre
$2,000,001 - $2,500,000 / acre
$2,500,001 - $3,000,000 / acre
$3,000,001 - $3,500,000 / acre
$3,500,001 - $4,000,000 / acre
$4,000,000 - $4,500,000 / acre
$4,500,001 or more / acre







Sources: league of Minnesota Cities Property Tax Report, 2019; 'U.S. Census Bureau, Population Division: Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2018

Charts courtesy of Ehlers Public Finance Advisors

Opportunity Site Info Series

HOUSING AFFORDABILITY AND FINANCE

What Is Affordable Housing?

Based on federal standards, housing is considered affordable if monthly housing costs account for less than 30% of monthly household income. For example, a person who makes $45,000 a year should not be paying more than $15,000 a year in total costs for housing. No matter how much money you make, the standard for housing affordability is paying no more than 30% of that on housing costs.

Housing is considered affordable if all monthly housing costs (rent/ mortgage, property taxes, utilities etc) are no more than 30% of the household income.

How is Housing Funded?

Funding for housing construction is complex and comes from a variety of public and private sources. Typically, the cost of initial investments is recovered through the final home sale; or from monthly rents. The cost of building market rate housing units can typically be covered by the market-rate sale or rents of those units. However, with affordable housing the lower sales price or rent cannot cover the cost of construction, creating financing "gaps" that need to be filled in order for the development to be able to be built. Because there are limited resources available to fill these funding gaps, affordable housing becomes difficult to build.

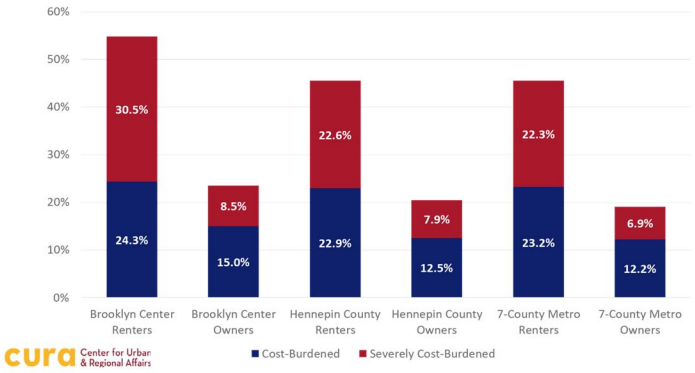
Funding sources that address funding gaps are called subsidies. Common subsidy funding sources include:

- **Tax increment financing:** (see TIF info sheet)
- **Low-income housing tax credit:** a federal tax credit program administered at the state level
- **Affordable housing grant and loan programs:** funded with local, state, or federal funds
- **Tax abatement:** a reduction or elimination of property taxes
- **Local fee waiver:** reduction or removal of fees associated with projects
- **Direct assistance** to eligible renters and homebuyers to help with housing costs

What Qualifies for Subsidized Housing?

It might be a surprise, but nearly all housing is subsidized in some form, such as mortgage interest deductions and other homeowner tax benefits. However, governments need additional subsidy for affordable housing to close the additional gap for those units. Homebuyer and renter income limits are frequently used to ensure this housing benefits the people who need it the most. Eligibility is typically based on the household income level, adjusted for household size. For qualifying properties, affordability limits are typically 30%, 60%, or 80% of the area median income (AMI) — depending on the level of subsidy needed. In this case, "area" is defined as the Twin Cities metropolitan region. For example, in Brooklyn Center a family of four that earns $62,040 a year would qualify for housing that is affordable at 60% of AMI.

More than half of Brooklyn Residents are Cost Burden, and nearly one-third severely



Balancing Housing Priorities

If affordable housing is a major need and there are tools to do so, why isn't heavily subsidized housing more often implemented? The answer comes down to a balance of limited resources, and multiple priorities. While ensuring housing affordability for residents is an important goal, so is maintaining city services and amenities, while building the community's overall economic stability through additional tax capacity and guarding against displacement due to gentrification. Additionally, having a diverse range of housing choices within the city supports economic mobility and opportunities for residents to remain in the city throughout all life stages.

City's must balance their limited resources with multiple local goals, including affordable housing.

Opportunity Site Info Series

COMMUNITY BENEFITS

What Are Community Benefits of the Opportunity Site?

So far, the Opportunity Site Master Plan process has identified over 30 potential community benefit deliverables across five categories. The intent of developing this framework is to determine what benefits should be prioritized with the development of the site, including the allocation of public subsidy. The current draft Community Benefits framework was created over the course of two years based on community and partner engagement regarding priorities for what they needed and wanted to see there.

The Community Benefits framework is being created to ensure the Opportunity Site benefits residents of Brooklyn Center.

Community Benefits Timing

Not all benefits on the site can be obtained at once, or even through one specific project. The intent is to track progress over time to ensure the cumulative total benefits are achieved. While exact timing will vary, this is expected to include:

- **Short term:** Improve community livability, more housing options, housing affordability, create area market strength to reduce future development uncertainty
- **Mid-term:** provide more opportunities for local entrepreneurs and businesses, support new amenities to be enjoyed by city residents and visitors, general economic growth
- **Long term:** creation of a new downtown that reflects all people and cultures in Brooklyn Center, increase the city's tax capacity

How Has the Community Been Included in The Process?

Through outreach in 2019 community needs and desires were compiled to inform the Master Plan and Community Benefits. Ongoing outreach since 2019 has refined each benefit, and informed additional specificity to include within the Master Plan.

How Will the City Ensure Development Achieves These Benefits?

A key component of the Community Benefits document is an accountability approach. This will ensure that future improvements within the Opportunity Site, especially new development and use of TIF funds (see TIF & Public Financing Infosheet), continue to work towards achieving the Community Benefits. The details of this framework will be further developed in 2021.

Community Benefit Categories

Category 1: Housing

A range of housing options are provided with requirements for several affordability levels, and policies to proactively track and mitigate the potential for displacement due to gentrification.

Category 2: Economic Development & Employment

Local and multicultural economic development that offers new affordable spaces for business growth, diverse hiring requirements, local job training, and small business support.

Category 3: Transportation & Connectivity

Safe and easy to use connections for pedestrians, bikes, transit, and vehicles, while locating new development nearby to reduce transportation barriers.

Category 4: Public Spaces

Public spaces and amenities created for city residents, reflecting local diversity, and programs for all ages and abilities.

Category 5: Sustainability & Environment

Support sustainable building and system designs that promote environmental justice and a cleaner environment.

Opportunity Site Info Series

COMMUNITY BENEFITS

Fiscal responsibility: Using city resources to leverage private investment

Affordability: Housing, small business space, and community events

Diversity and Inclusivity: Multicultural and welcoming environment

Environmental Sustainability: Supporting long term environmental health

Counteracting Displacement: Ensuring project does not price out residents

Community Pride: Creating a space that locals are proud to share

Local Benefit: Ensuring that city residents are direct beneficiaries

Health and Wellness: Recreation, active living, public safety, and health

Flexibility: Responsive to emerging opportunities as they align with goals

Opportunity Site Info Series

OPPORTUNITY SITE ECONOMIC DEVELOPMENT

Opportunity Site Economic Development Vision

The emerging vision for the Opportunity Site is focused around strong, mixed-use neighborhoods that offer a range of housing, jobs, and services. An economically strong Opportunity Site will require uses that serve both local and regional needs, are active throughout the day and week, and are compatible with each other. In addition to other uses, the Master Plan proposes commercial/civic activity centers for economic development and employment.

Proposed Commercial/Activity Centers

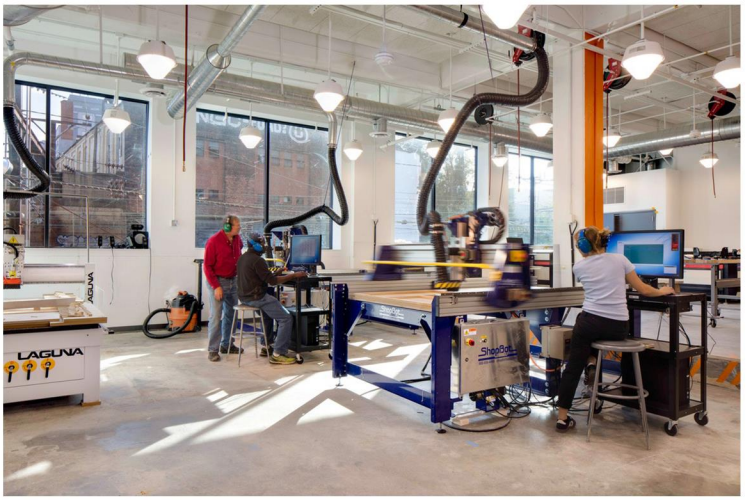
Local Entrepreneurs and Small Business

One of the goals of the plan is to support and strengthen local businesses and entrepreneurs in Brooklyn Center. The Master Plan outlines a series of strategies to do so:

- Create an entrepreneurial marketplace to support small business development and growth
- Co-locate small businesses that need foot traffic with larger generators of foot traffic
- Create spaces designed for vendors, food trucks, and other forms of micro-retailing
- Encourage commercial and mixed-use developers to build flexible ground floor spaces that can be scaled according to business needs
- Encourage developers to provide spaces for small businesses
- Market and promote the Opportunity Site with events that attract people into the area and surrounding community throughout the year.

New Community Livable Wage Jobs

The Master Plan outlines a new approach to production, distribution, consumer interactions through a new Community Jobs District. The Community Jobs district is intended to provide local and regional consumer-oriented, small-scale production while allowing for additional supportive uses. The District will allow for light manufacturing, assembly, production, repair, and distribution while co-locating compatible small-scale residential and retail uses. This district could be anchored by destinations such as food production, coffee roasting, fabrication businesses, and breweries combined with small-scale retail. Exact buildout will depend on the nature of the firms involved. The purpose of the district is to create a stable tax base and livable wage jobs that will benefit the entire community.



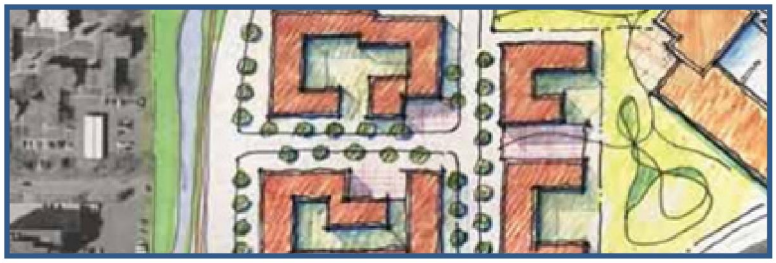
Community Benefits

District benefits from economic development may provide:

- Stable, living-wage jobs that generally have low-barrier to entry, while creating opportunities for local hiring and job development
- Flexible spaces for businesses to grow and expand, including locally owned businesses and startups reflecting local people and diverse cultures
- Expanding and diversifying the goods and services available to residents
- Establishing a unique district identity, reflecting the rich cultural entrepreneurialism of the many ethnicities that make up Brooklyn Center
- Opportunities for placemaking, public gathering spaces, art, and natural features
- Co-locating residential uses near and within the district reduces transportation needs, promotes access for workers, supports local retail, and supports district vibrancy
- The Opportunity Site is located near Hwy 100 and I-94/694 — offering strong regional distribution connectivity and presence.

Opportunity Site Info Series

ALATUS DEVELOPMENT PROPOSAL



What Is the Atalus Project?

Alatus is a Minneapolis-based developer who is pursuing a project in the southwest corner of the Opportunity Site, which could be the first phase of development based on the vision in the Master Plan. Alatus shares the City of Brooklyn Center's goal of creating a downtown center that serves all people in Brooklyn Center – a diverse, evolving, and entrepreneurial community.

> The Alatus project is the first proposed development within the Opportunity Site that implements the current vision for the site.

Alatus is proposing to build three multi-family residential buildings with a wide range of price points. The concept includes residential units with a local business incubator, public plazas, and pedestrian-scale streets. While this project is within the Opportunity Site footprint, the Alatus project will follow the city's standard Development Application approval process, which is separate from the Opportunity Site Master Plan process. In addition to meeting regular standards, the City will be looking for final designs and deliverables that adhere to the community-driven goals outlined in the Master Plan.

Alatus Proposal Concept

What is the Relationship to the Master Plan?

Alatus has been involved in the development of the Master Plan for the past couple years. This partnership originated after Alatus was selected out of several developers who proposed concepts for the site. The graphic on the next page shows the relationship between the Master Plan and the development proposal in terms of content and review process.

DOWNTOWN BROOKLYN CENTER MASTER PLAN

DEVELOPMENT APPLICATIONS

	DOWNTOWN BROOKLYN CENTER MASTER PLAN	DEVELOPMENT APPLICATIONS
WHAT IS IT?	A big picture, values-driven plan that will inform the development of a future Downtown Brooklyn Center.	A specific proposal for what a developer wants to build on a specific site.
WHAT IS INCLUDED?	A guiding vision for community goals, principles, and benefits that future development should support.	Details and required city forms on what a developer would build on a site if approved build.
WHAT IS NOT INCLUDED	Does not grant anyone permission to build here.	Only authorizes a developer to build specifically what they propose.
WHAT DOES "APPROVAL" MEAN	The community agrees to a *shared vision* for the area that will guide future development.	City approves what a developer proposes to build here, as allowed by local and state policies.

How Are Community Goals Being Reflected in The Project?

Alatus is committed to creating a strong project to anchor the Opportunity Site, pave the way for future compatible development, and achieve other community benefits. As currently conceived, community benefits and amenities in the Alatus project may include:

- Public green spaces
- Public art
- Variety of housing choices including affordable and market rate
- Neighborhood scale streets
- A business incubator for local business development
- Pedestrian and bike connections to surrounding amenities
- Orientation to and support for future Opportunity Site buildout

What is the timeline for the Alatus Project?

Alatus is working on necessary studies, funding, and approvals, and anticipates submitting a development application in the Spring or Summer of 2021.

Opportunity Site Info Series

MASTER PLAN DECISION PROCESS

What is the Opportunity Site Master Plan Process?

The City and project partners began engagement for the Master Plan in 2019 to understand community needs and desires. The resulting Master Plan Guiding Principles (see Opportunity Site Master Plan FAQ) have directed all steps of the planning process, including ongoing outreach with community partners. At this point, the expected timeline for plan completion is as follows:

The draft Opportunity Site Master Plan was informed by a full year of local engagement and includes specific goals and principles to benefit local residents. The second round of engagement is currently underway, and will inform final plan metrics and community benefits.

How is the Opportunity Site Master Plan Different from Other Development?

The Master Plan is a big picture vision that will guide future site-specific development applications as well as other site improvements. It is as the preferred framework or approach that future development should adhere to for the area to be successful and meet community goals. As such, development proposals within the Opportunity Site area will be assessed based on how well they adhere to the values and Community Benefits outlined in the Master Plan.

OPPORTUNITY SITE MASTER PLAN TIMELINE

Spring 2021

- Complete Technical Studies
- Preferred Development Scenario Identified
- Final Master Plan Draft
- Continued Engagement

↓

Spring-Summer 2021

- Public Comment and Review
- Planning Commission and City Council Review
- Finalize Updates and Edits

↓

Summer 2021

- Finalize Land Use Plan
- Begin Rezoning Process
- Begin Approval Process with City Council

Opportunity Site Info Series

MASTER PLAN FREQUENTLY ASKED QUESTIONS

What is the Opportunity Site?

The "Opportunity Site" is an area comprising approximately 81 acres of land between Bass Lake Road, Summit Drive North, Shingle Creek Parkway, and Highway 100. Approximately 35 acres of this land is currently owned by the City.

What is the Opportunity Site Master Plan?

The Opportunity Site Master Plan is a visionary planning document that will guide future development of the Opportunity Site. The Plan includes site goals, deliverables, and recommended implementation timelines, but is not an application or plan for a specific development project.

A "master plan" is a visionary, guiding document that paints the vision for how future development should look, and what uses it should contain.

What is the timeline for the Master Plan?

See below for a detailed timeline. The goal is to have the master plan completed and approved by mid-2021.

How will the Master Plan benefit residents of Brooklyn Center?

Development targets are still being finalized, but the Master Plan sets community-driven goals for future buildout of the Opportunity Site including:

- Range of housing options, including affordable housing
- Spaces for local small businesses and entrepreneurs
- Parks, trails, and open space designed to serve and connect the community
- New shopping and retail options
- Community spaces and/or facilities for recreation, sports, gatherings, events, learning, etc.
- Economic benefits/fiscal sustainability generated by increased tax base
- Green and sustainable buildings, site design, and infrastructure
- Public services from on-site public facilities and programming
- Ongoing, community-based oversight of the project as it develops

What about existing businesses and other uses on the Opportunity Site?

All property is being acquired through willing seller transactions. Depending on the circumstance, it may even be possible to incorporate some existing uses and businesses within new development projects.

Master Plan Guiding Principles

Phase I Engagement + Concept Plan	Draft Plan	Phase II Engagement + Technical Studies	Revise Draft Plan	City Approval
2019	2020	(current phase)	Spring 2021	Summer/Fall 2021

Downtown Brooklyn Center
Master Plan
Brooklyn Center, MN

Draft Report as of January 15, 2020

Prepared for:
City of Brooklyn Center

Prepared by:
Cuningham Group Architecture, Inc.

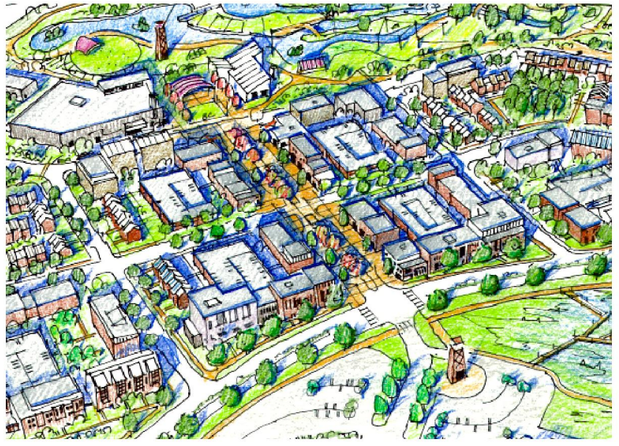
CUNINGHAM
GROUP

BOLTON
& MENK

Acknowledgements

Table of Contents

Executive Summary 3
Introduction 7
Vision for a New Downtown 18
Public Realm 23
Access and Connectivity 33
Neighborhoods and Economic Development 42
Implementation 49



Executive Summary

Background

Purpose

Brooklyn Center is a **city of the future.** The population is rich with diversity from around the world.

Brooklyn Center also brings strengths from its past. Its location is accessible and connected. And people value its stock of affordable housing with convenient access to jobs, shopping, services, and other amenities.

Transitioning from the past to the future means transitioning spaces and places built for a previous era, that no longer meet current needs. It also means addressing past and current practices that excluded some people from benefitting from progress and opportunity, particularly people of color.

Redevelopment of the Opportunity Site is a **once in a generation opportunity** for Brooklyn Center to seize control of its future - to grow and change on it's own terms; and to celebrate all that is special about the community. Rather than re-branding a community through redevelopment, Brooklyn Center wants to grow in such a way that the **existing character is strengthened, not pushed aside for the sake of attracting new development**.

Brooklyn Center is a fully built out city. As such it relies heavily on redevelopment to grow and enhance it's revenues, which enables it to invest in necessary services, infrastructure, and amenities which are essential to improving the quality of life of its residents.

This project is also important because it presents an opportunity for the City to **change the way** it has done development in the past. With land control and a strong position in the market, Brooklyn Center can define the public benefits of redevelopment **- on its own terms.**

The Opportunity Site

Planning Process Goals

- Defined timeline to take advantage of development opportunity
- Consistent with city goals and principles
- Process is grounded in data and best practices
- Provides direct access and benefits for city residents
- Authentic engagement to connect people with decisions
- Meaningful opportunities for the public to influence outcomes
- Transparency in decision making

Community Values Expressed in the Plan

- Diversity and inclusivity
- Affordability
- Health and Wellness
- Fiscal Responsibility
- Flexibility
- Community Pride
- Environmental Sustainability
- Local Benefit
- Counteracting Displacement

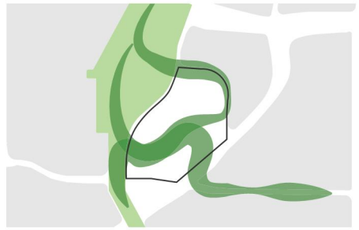
Public Engagement and Community Input

Throughout 2019, the project had over 1000 direct engagements with residents and community stakeholders.
Additional outreach is now underway to expand the reach and representation of the engagement process. Working through diverse community partners, this effort will ensure that all voices are heard - and that the project takes into account impacts and benefits on the entire community. Results from this engagement will be reflected in future versions of this plan.

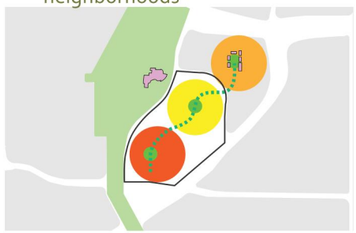
The Plan for a New Downtown Brooklyn Center

Concepts that Organize The Site

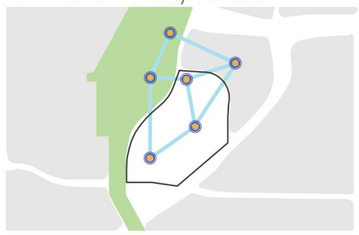
1 Trail and park connections to the expansive regional system



2 A spine to organize neighborhoods



3 Community Anchors to create a core to Brooklyn Center



4 Local connections to make access to Downtown easy

Downtown Brooklyn Center…

- Will be a place that represents ***all of what Brooklyn Center is*** and can become.
- Will present people with an attractive place to invest their time and energies in Downtown Brooklyn Center as much ***for what it is*** as for what it is near.
- It will contain a ***mix of uses*** that appeal to both current and future residents, entrepreneurs, and visitors of Brooklyn Center.
- It will have a significant amount of new medium and high density housing that helps diversify the City's housing stock - ***allowing residents to stay*** in Brooklyn Center and also attracting new residents.
- It will be a place that ***nurtures local businesses*** while also attracting new businesses that appeal locally and regionally.
- It will ***generate value to the City*** by leveraging its irreplaceable assets - proximity to the Park and civic buildings, centrality to the City and its people, and access to the region.
- Will ***provide benefits, opportunities, and amenities*** that are accessible and affordable to current Brooklyn Center residents.

Main Street

Three Rivers Mini Park and an improved Centennial Park

BC Plaza

Garden Street

Goals and Targets

Approximate Development Program					
		Housing units range			
Block	Area (acres)	Low (-20%)	Average	High (+20%)	SF Non Residential
1	4.5	164	205	246	5,000 - 15,000
2	2.6	124	155	186	
3	4.0	192	240	288	
4	3.0	76	96	115	5,000 - 15,000
5	3.3	178	223	267	5,000 - 15,000
6	3.0	144	180	216	Hotel
7	2.4	62	77	93	10,000 - 20,000
8	2.3	59	73	88	10,000 - 20,000
9	4.1	105	131	158	
10	3.0	82	103	123	
11	3.3	106	132	159	20,000 - 40,000
12	3.4	66	82	99	Theater, entrepreneurial market
13	3.7	178	222	266	5,000 - 15,000
TOTAL	40.1	1535	1919	2303	

Targets for the Planning Process

- Number and percentage of different groups involved, reflecting with community demographics
- Documentation of impacts of engagement
- Identified commitment to community benefits
- Mitigation measures for impacts and risk factors (to be determined)
- Ongoing accountability structure and engagement throughout implementation

Public Realm, Public Spaces, and Environment

- Affordable access for residents to recreational attractions
- Community-identified amenities completed (to be determined)
- Youth-oriented recreational opportunities to meet community needs (to be determined)
- Programming for recreation, culture, arts, youth activities, etc.
- Presence of multicultural event spaces that are affordable and accessible to the community
- Funding mechanism for constructing and maintain public art, and support for incorporating art in private development (e.g. art dedication fee)

Targets for Transportation and Connectivity

- New off-road trail connections through the site
- Regular transit services to site, with enhanced bus stop/bus station facilities
- Pedestrian and bicycle amenities, to be determined
- Funding mechanism established to maintain infrastructure and public realm, over and above typical city levels, such as a business improvement district.

Targets for Economic Development and Employment

- Percentage and type of affordable commercial space for businesses
- Contractor hiring requirements for construction phase of project, including DBEs
- Location of locally owned firms within the project, including small, start-up, and minority owned enterprises
- Presence of incubator space with accompanying supporting services for small businesses, including entrepreneurial market concept
- Good jobs for residents of the city, including needed placement, training, and retention services as applicable

Targets for Housing and Residential Communities

- 30% of total new housing units will be affordable, with a subsequent market and needs analysis to determine attainable breakdowns at specific AMI levels.
- Housing policy developed and adopted to pro actively address goals
- Presence of housing types that meet under served needs in community (to be defined)
- Availability of renter/homeowner assistance for local households
- Proactive strategies to track and counteract gentrification and displacement, such as adopting a NOAH preservation policy (housing study will inform)
- Development of housing types that support mixed income communities
- Identify and secure outside affordable housing sources to leverage local investments
- Development of live work units to support small businesses and home occupations.
- Commission a housing study to be done for the Opportunity site, which will aide in further development and refinement of these targets while providing additional housing guidance for the city.

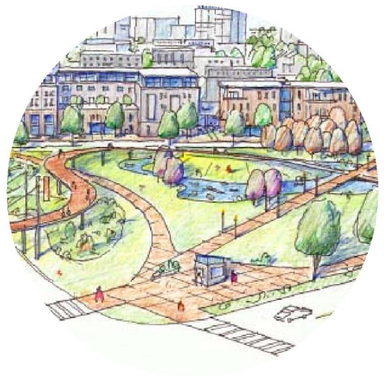
Expected Outcomes of the Plan

Public Realm

Downtown Brooklyn Center will feature system of open spaces, streets, trails and pedestrian areas that promotes healthy living, gathering, social gathering, and environmental responsibility

- An inclusive, accessible, welcoming and dynamic public realm that becomes a social and gathering center for the entire City.
- An "inside out" City that attracts people to spend time outside together throughout all seasons of the year.
- Recreational and leisure activities for all ages and abilities
- Connecting to and leveraging the potential of Centennial Park
- A green and active stormwater system that provides health, recreational, and environmental benefits to all

Shingle Creek, Centennial Park and a new Three Rivers Mini Park



Access and Connectivity

Downtown Brooklyn Center will have a transportation system that encourages walking and biking, is well connected to the region and reduces the need to own a car by providing safe, affordable, convenient and accessible options.

- Prioritizing pedestrians to create a walkable community
- Creating a safe and connected bicycle network
- Ensuring vehicular access to Downtown from throughout the City and the region.
- Establishing a network of streets that enables people to get around easily without the use of a car if they chose.

Earle Brown Parkway and a new recreational attraction

Housing & Economic Development

Downtown Brooklyn Center will feature building and development patterns that are compact, sustainable, and mixed - creating nodes and neighborhoods for people to live and enjoy at any stage of life

- Life-long neighborhoods for new and existing residents of Brooklyn center to call home.
- Centers and Nodes that combine uses to become places to gather, a focus for local economic development and designed to evolve over time
- Spaces that create opportunities for local entrepreneurs and small businesses in the Downtown
- A range of buildings, development types, and land uses on a simple block pattern

Neighborhoods for new and existing residents of Brooklyn Center

Next Steps

FOCUS AREA 1 | Complete Environmental and Systems Planning

Private Sector
- City and lender required reports – environmental, survey, traffic, and geotechnical
- Plan development for submittal

Public Sector
- Report and analysis over and above developer baseline – AUAR
- TIF district determination

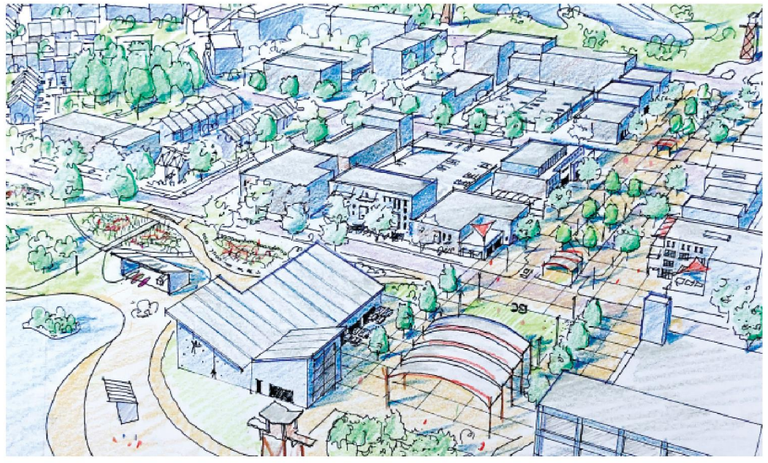
Community Partnership
- Traffic analysis related to Highway 100 ramps
- District stormwater approach with Shingle Creek
- Regional park and trail connectivity
- City Hall location determination
- District energy/on-site generation concept

FOCUS AREA 2 | Establish Developer Agreement for Opportunity Site

Private Sector
- City and lender required reports – environmental, survey, traffic, and geotechnical
- Construction for phase one development

Public Sector
- Public finance strategy
- Developer Agreement
- Infrastructure plans and construction for phase one needs – roads, utilities, lighting, public realm

Community Partnership
- District systems planning and improvements – stormwater, trails, transit
- Sustainable energy systems development – scope dependent on earlier planning



Vision for a New Downtown

Overall Vision for a New Downtown Brooklyn Center

Downtown Brooklyn Center…

- Will be a place that represents all of what Brooklyn Center is and can become.
- People will choose to invest their time and energies in Downtown Brooklyn Center as much for what it is as for what it is near.
- It will contain a mix of uses that appeal to both current and future residents, entrepreneurs, and visitors of Brooklyn Center.
- It will have a significant amount of new medium and high density housing that helps diversify the City's housing stock - allowing residents to stay in Brooklyn Center and also attracting new residents.
- It will be a place that nurtures local businesses while also attracting new businesses that appeal locally and regionally.
- It will generate value to the City by leveraging its irreplaceable assets - proximity to the park and civic buildings, centrality to the City and it's people, and access to the region.

Concepts that Organize How the Site will be Developed

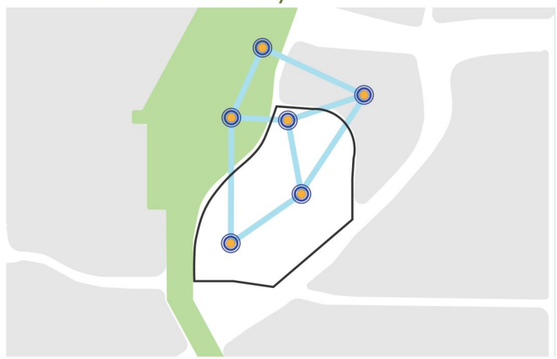
1 Trail and park connections to the expansive regional system

Trail and park connections between the Site and its surroundings will create a recreational and public space amenities for Downtown. It will provide access to the regional systems and will organize the shape of development within the Site

2 A spine to organize neighborhoods

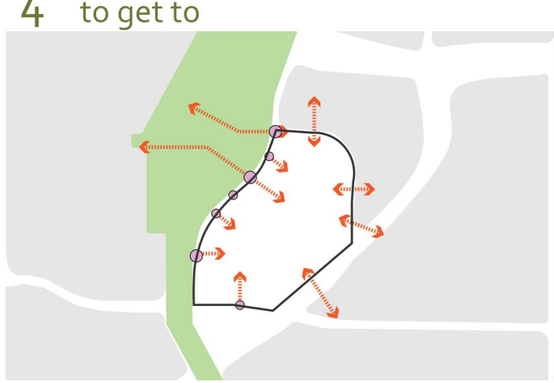
A pedestrian oriented street from the Earl Brown Conference Center to Bass Lake Road will form the core to the downtown neighborhoods with small parklets and community spaces along it.

3 Community Anchors to create a core to Brooklyn Center



Though the Downtown will have a significant amount of housing, it will also contain nodes around which non residential uses will cluster. These nodes will have community anchors that compliment others in the area.

4 Local connections to make it easy to get to



Downtown will be locally accessible - with improvements to surrounding streets, bridges and intersections. The Downtown street grid will extend into surrounding areas, providing many local connections for residents in Brooklyn Center to use to get to the Downtown.

Overall Vision for a New Downtown Brooklyn Center

Located at the geographic center of Brooklyn Center and at nexus of regional trails, roads, and natural systems, Downtown Brooklyn Center will become a new social, recreational and commercial center for the community. It will become a source of community pride because it will draw on the remarkable spectrum of people - diverse in background and age - who have chosen to live in and invest in Brooklyn Center.

The Downtown will evolve gradually over time, both in response to market forces as well as shaped by the public vision for a new Downtown. The Plan proposes a mix of uses and spaces that create neighborhoods and nodes of activity. These places within the Downtown will allow new and existing residents of Brooklyn Center to gather, recreate, live and work.

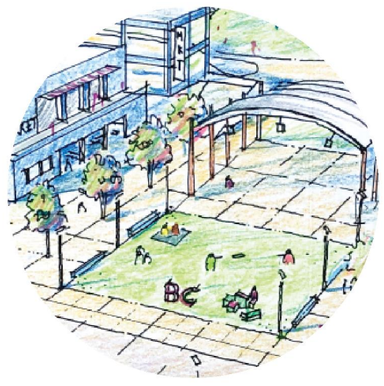
Earle Brown Parkway and a new recreational attraction

Shingle Creek, Centennial Park and a new Three Rivers Mini Park

Garden Street

John Martin Drive and a New Main Street

BC Plaza



Places in Downtown Brooklyn Center

A Neighborhoods

B Three Rivers Trailhead Park

C Main Street

D Garden Street

E BC Plaza and Regional Recreational Attraction

Main Features of the Plan

The Vision for redevelopment of the Opportunity Site is to create a new and real downtown for Brooklyn Center. Like many communities developed in the 1950's and 1960's they grew quickly and without an identifiable center. Their reason for being was inexpensive land, suburban lifestyle, and easy access to regional highways. There was no recognized need, at that time, for a center of commerce, social life, recreation or government. Instead of developing outward from a center, the community grew east to west, as an extension of north Minneapolis.

This Plan proposes to redevelop the geographic center of the City with a mix of uses that create a center of commerce, recreation, social life and government. This new downtown will be accessible, welcoming, active, and an embodiment of the best of what Brooklyn Center can offer it's residents and the region. It will fulfill existing and emerging needs of the City and it will become a place of pride.

Downtown Brooklyn Center can become a connection point for the City and it's many assets, past and present. It can become a starting point to address the broader challenges of Brooklyn Center and a model for how other communities can use redevelopment to achieve many of its most pressing needs.

Access and Connectivity

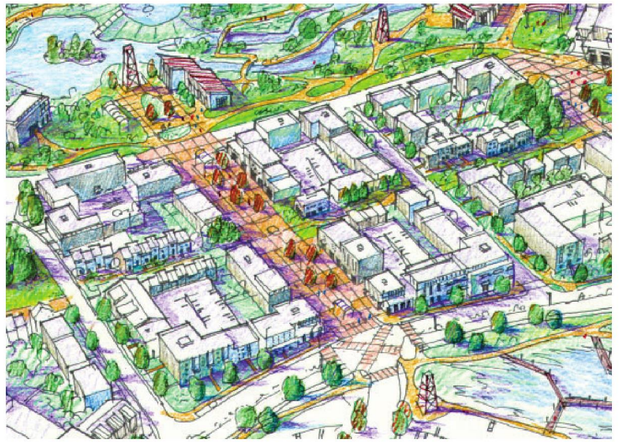
- A transportation system that reduces the need to own a car by providing safe, affordable, safe and convenient alternatives.
- Streets that are designed with extra wide sidewalks, robust landscaping, and minimum pavement necessary.
- A mobility hub that offers convenient connections between BRT Lines, Park and Ride, cycling, and private vehicles.
- Complete pedestrian and bicycle connectivity within the Downtown and beyond to connect to the rest of the City.
- Use of emerging transportation technologies, such as an AV circulator, drop off zones, and micro mobility,that reduce the need to use a single occupancy vehicle for many trips within the Downtown.

Public Realm

- Recreational opportunities for people of all ages and abilities to support healthy lifestyles. Including a regional recreational attraction that connects to and leverages Centennial Park.
- Public spaces that encourage people to socialize and to be outdoor throughout all seasons of the year.
- A green and active stormwater system that provides health, recreational, and environmental benefits to all
- Paths and trails that connect internally as well as to surrounding park and amenities.
- A "Garden Street" lined with townhouses and live/work units, tot lots and gardens, that connects the Downtown internally

Neighborhoods and Economic Development

- Small blocks that support a range of development patterns and densities
- Between 1500 and 2300 new housing units that are both market rate and affordable.
- Two new neighborhoods with neighborhood parks and amenities at their core and a "garden street" linking them.
- Commercial development that is regionally attractive while helping to grow new and local businesses
- Approximately 100,000 to 150,000 sf of non residential space
- A movie cinema that anchors the southern portion of the Downtown
- John Martin Drive lined with restaurant and live work buildings.
- 1 -2 full service urban grocery stores
- A 20,000 SF Entrepreneurial Marketplace that supports and incubates local businesses.
-

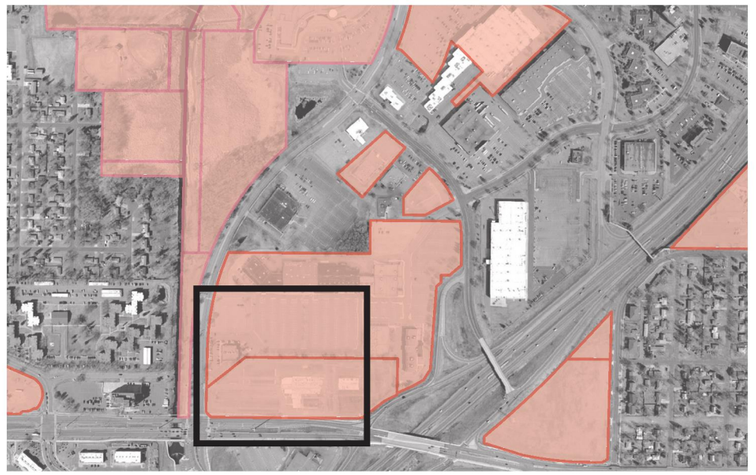


PILOT OPPORTUNITY SITE BUSINESS PLAN

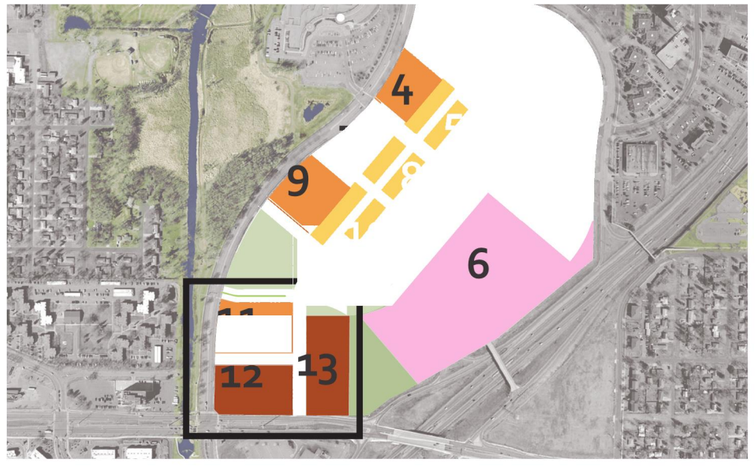
MISSION STATEMENT:

To create a sustainable and equitable housing spectrum with ancillary growth and economic prosperity tools that are supportive of the diverse, evolving, and entrepreneurial community that is the City of Brooklyn Center.

Overall Illustrative Master Plan

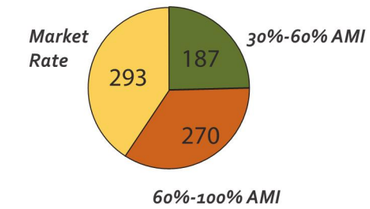


Publicly Owned Property (in red)



Block Plan

+/- 750 Residential Units



- +/-25% of the units at households earning 30%-60% AMI
- +/-39% of the units at households market rate
- +/-36% of the units for households earning at 60% - 100% AMI

~20,000 sq. ft. community-directed accelerator/incubator space

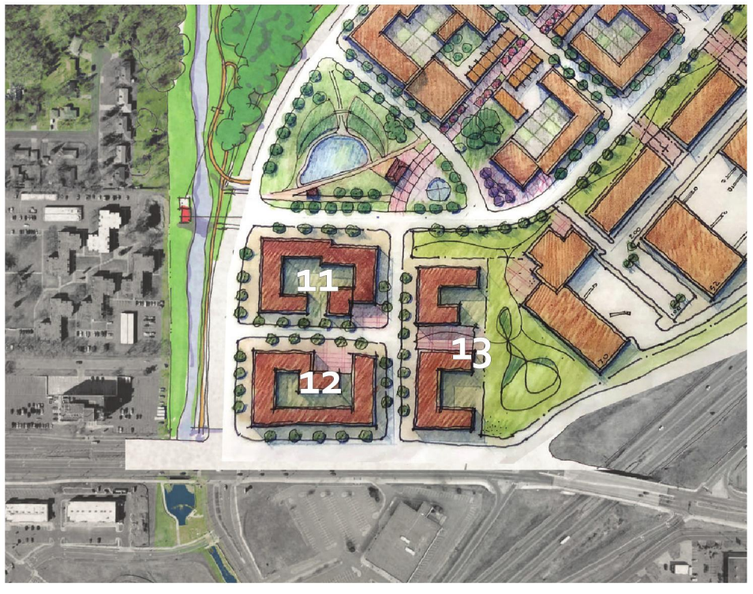
1 - 3 acres of programmed outdoor public spaces, facilities, etc. with local-use priority and regional oversight from City of Brooklyn Center

Creation of Community Benefits Plan paired with Opportunity Zone mandates under Biden Administration

Creation of Accountability Board and funding of $750,000 to support investment into community benefits

Sustainability enhancements

PRELIMINARY BUILDING PROGRAM



BLOCK 11: MIXED-USE MARKET RATE HOUSING

288 rental units with complete amenities and a wide variety of unit types and pricing tiers to attract a diverse residential community. Unit mix will range from 4BR Co-Living Suites to sizable 3BR Residences.

~20,000 sq. ft. community-directed accelerator/incubator space or as determined via local area stakeholders constructed in or in parallel with market-rate facility for economies of scale and cost savings to help minimize TIF burden.

Construction to begin Nov/Dec 2021 NECESSARY due to waning benefits of Federal Opportunity Zone.

BLOCK 12 or 13: LIHTC ("LOW INCOME HOUSING TAX CREDIT") HOUSING

150 - 250 rental units under LIHTC program with local non-profit development partner, various levels of housing affordability offered to support Brooklyn Center residents earning 30% - 60% AMI; most likely non-profit development partner is Project in Pride for Living who is also facilitating a social services and amenities center with Resurrecting Faith World Ministries

Construction to begin in late 2022-2024 (possibly earlier); timing hinges on funding cycle and tax credit availability and subsidy; 4% and 9% LIHTC allocations needed with emphasis on 50% AMI units to ensure 4% funding cycle is achieved potentially in the 2021 calendar year

Engagement for whole PILOT Opportunity Site: Enhanced CDI LISC process for PILOT Opportunity Site with collaborative framework and outreach from NEOO Partners and City of Brooklyn Center to establish and uphold best practices and enhanced community input. EAW presentation for community engagement and understanding of the greater concept; what does the EAW achieve and what is/is not approved (essentially nothing is approved but for a baseline usage assumptions to inform the study).

BLOCK 12 or 13 : MIXED-INCOME HOUSING

250 - 300 rental units at 60% AMI to 100% AMI with an average income characteristic of 80% AMI; community and public supportive services run by non-profit national organization (Bridge Investment Group); unit matrix and scope of amenities would be oriented towards family housing options as opposed to the efficiency/one-bedroom unit types to be included in the Market Rate project.

Construction to begin approximately 4-6 months after breaking ground on market rate multi-family improvements.

PROJECT GOALS AND GUIDELINES

Memorialization of regional/community benefits plan (documenting above and below commitments to equitable housing practices, spectrum of housing availability and programming, public and private infrastructure, sustainability, DBE, WBE, MBE hiring mandates) – also paired with likely Opportunity Zone mandates under the Biden Administration (as discussed below).

Potential for an "Accountability Board" formed during development of PILOT to play pivotal role of development of larger ~65 acres.

$750,000 preliminary investment to Accountability Board for investment in PILOT Opportunity Site services, facilities, etc. as so directed – possibly to create workforce equity opportunities in an accelerator light-industrial facility, provide for "incubator" move-in allowances or grants, as determined by community and development stakeholders.

Sustainability enhancements including LEED, Well-Built, solar array for at least ~50% of multi-family units (to the extent possible provided by the physical structures).

1 - 3 acres of programmed outdoor public spaces, facilities, etc. with local-use priority and regional oversight from City of Brooklyn Center, or a BID – possibly owned and operated by adjacent business owners. There will be a 4-acre regional park constructed and managed by Three Rivers Park District.

Overall timeline arch for PILOT Opportunity Site from engagement to final certificates of occupancy for complete scope: January 2020 – December 2025.

- Initial engagement would be structured with 4 – 6 engagement sessions on a bi-weekly basis (possibly every three weeks = 8 to 12 weeks total) – similar to process run previously with LISC but with framework created and crafted with NEOO Partners and City of Brooklyn Center to secure acceptable levels of participation and engagement.
- Formal entitlement process to immediately follow.

Enhancements to the Opportunity Zone geographic distinction, coming about from the new Biden Administration, that will continue to guide the development of the Brooklyn Center PILOT Opportunity Site and larger Opportunity Site as a whole:

- Specifically, Biden recommends incentivizing funds to partner with community organizations or nonprofits to "jointly produce a community-benefit plan for each investment" that focuses on creating jobs and fostering a direct financial impact for communities."
- "Review Opportunity Zone benefits to ensure tax breaks for investors are authorized only if a project clearly yields economic, social and environmental advantages for a community "and not just high returns—like those from luxury apartments or luxury hotels—to investors."
- Provide incentives for Opportunity Zone funds to team up with non-profit or community-oriented organizations and produce a "community benefit plan" for each investment. Every plan would center on generating jobs for low-income residents and otherwise improving the finances of households within an Opportunity Zone"

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/8/2021

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Mark Ebensteiner - Finance Director, Doran Cote - Public Works Director

SUBJECT: Franchise Fees - Agreements and Program

Recommendation:

- It is recommended that the City Council consider providing direction to staff regarding the franchise fee agreements and the opportunity for discontinue special assessments for street projects and fund with additional franchise fees.

Background:

City staff is seeking direction from the City Council on proceeding with possible changes to the franchise fee agreements and the amount of capital acquisition costs that the franchise fees would fund.
Franchise fees were established, under Minnesota Statute (216B.36), to allow cities to impose a fee on utility companies for the use of public right-of-way and other public grounds in the delivery of services to their customers. These fees assist cities in covering the costs of maintaining aging infrastructure, without raising property taxes. The primary premise is that fees are considered more equally distributed than property taxes, and paid by all utility customers (even those who don't currently pay property taxes). The advantages to charging franchise fees is they 1.) cover a wider base than property taxes 2.) diversifies the City's revenue sources 3.) reliable source of revenue 4.) flat fee is easy to administer and eliminates seasonal fluctuations.

Current Agreements/Fees

On December 8, 2003 City Council adopted two resolutions which established franchise fees with Xcel Energy and CenterPoint Energy. Since the initial implementation of the fees there have been some minor modifications to the agreements as well as approximately 3% increases in fees on 1/1/2017 and 1/1/2020. Current rates bring in approximately $735,000/year. ($460,000 Xcel Energy, $275,000 CenterPoint). Revenue is currently receipted to the Street Reconstruction Fund and provides a funding source for street projects. The agreement with Xcel Energy is effective through 2023 and CenterPoint's agreement is effective through 2035. As the Xcel Energy's agreement is nearing expiration it is a great time to reevaluate the current franchise fee program. The current rates are as follows:

Xcel Energy Fees

Type	2021 Monthly Fee
Residential	$ 1.65
Small Commercial & Industrial - Non-Demand	4.25
Small Commercial & Industrial - Demand	22.75
Large Commercial & Industrial	103.00
Public Street Lights, Muni Pumping	13.50

CenterPoint Fees

Type	2021 Monthly Fee
Residential	$ 1.66
Commercial A	1.74
Commercial Industrial B	5.63
Commercial C	22.50
SVDF A	56.23
SVDF B	107.96
LVDF	107.96

The agreements do require that the fee-formula is non-discriminatory or place either company at a competitive disadvantage and with that fees collected by each company need to be comparable. Under the current fees, a residential customer would pay $3.31/month or $39.72 annually in franchise fees. Currently there are approximately $9,200 meters for CenterPoint and 12,400 meters for Xcel Energy within the City which are broken out between their account classification.

Special Assessment Construction Fund

The City currently operates the Special Assessment Construction Fund which accounts for the portions of street reconstruction projects that are funded through the collection of special assessments issued to benefitting properties. Since the early 1980s, properties benefiting from street and storm sewer improvements are assessed a portion of the project costs in accordance with the City's Special Assessment Policy. Every year the City Council establishes special assessment rates for projects occurring the following year. Rates are typically adjusted annually to maintain the relative proportion of special assessments to other funding sources. The 2021 special assessment interest rate was set at 3.0% and the assessment payback period is 10-years.

The current capital improvement program identifies the following project costs to be assessed through 2035:

2023	
50th Avenue Improvements (France Ave to Drew Ave)	$ 50,000
51st Avenue Improvements (West of France Ave)	160,000
Knox, James and 54th Ave. Area Improvements	450,000
2024	
Orchard Lane East Improvements	2,410,000
Humbolt Avenue (CR57) Reconstruction (53rd to 57th)	340,000
2025	
Orchard Lane West Improvements	3,480,000
53rd and Xerxes Avenue Improvments	80,000
2026	
Meadowlark Gardens Area Improvements	940,000
67th Ave and James Ave Mill and Overlay	200,000
68th Ave and Lee Ave Mill and Overlay	130,000
John Martin Drive Mill and Overlay	130,000
St. Alphonses Area Mill and Overlay	390,000
2027-2035	7,250,000
Total Project Costs	$ 16,010,000

The special assessment process starts early as a project is planned. Communication and notification to affected property owners as well as public hearings and approvals are completed in the year proceeding the project. With the current assessment rates a single-family residential unit would incur a special assessment payable over a 10-year period at 3.0% interest of $4,707 for the full street reconstruction portion and $1,412 for the storm water portion. Annual payments over that 10-year period would average approximately $715 for that resident. Depending on the size of the project, over 100 properties are potentially impacted on an annual basis.

With the exception of the Humboldt Avenue reconstruction project listed above, most of these projects are less intrusive and costly pavement rehabilitation projects. The assessment amount for street improvements on partial street reconstruction projects (full pavement replacement) is $3,530 per R1 single-family residential lots

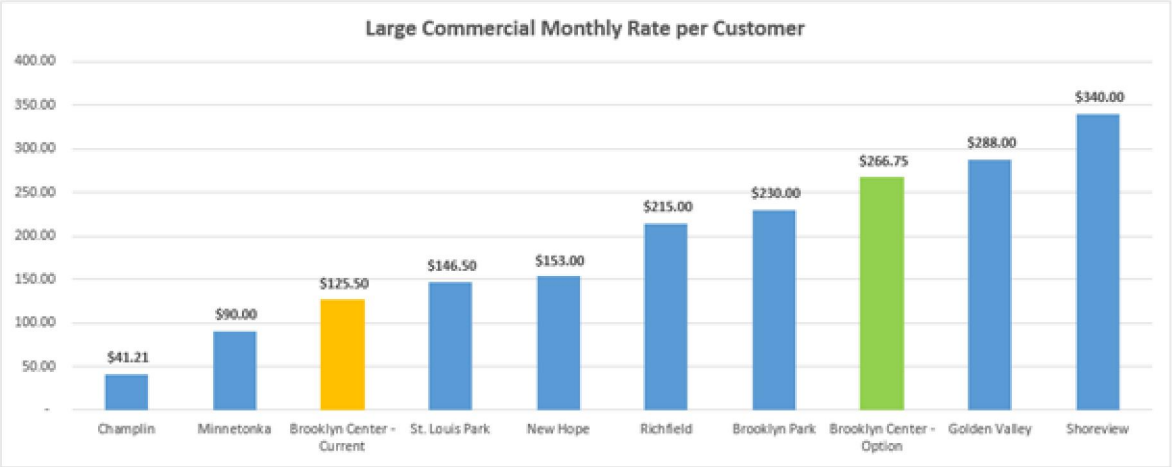
in 2021. The assessment amount for street improvements on pavement rehabilitation projects (mill and overlay) is $1,556 per R1 single-family residential lots in 2021.

Comprehensive Franchise Fee Program

As infrastructure costs continue to rise the dollar amount needed to be collected through taxes (bonding) and assessments is expected to increase over the coming years due to the replacement needs of the system. Property taxes also exempted renters, non-profits, schools, and other entities that utilize the public infrastructure. Also, the property tax option would have changed yearly based on values of homes and businesses. Having a dedicated fee ensures local control of the revenue and that repairs stay on schedule with the street management plan.

Increasing the property tax levy (bonding) and special assessments to cover the increased needs of our street repairs is one option, but there is an option to increase the franchise fees we currently collect to cover additional costs. The increase would not be a new revenue but rather a replacement of the old revenue source which came from general taxes and special assessments. The revenue generated with the additional franchise fee would eliminate the need for special assessments and decrease the bonding needed. The goal of the modified fees would be to establish them at a rate to fully sustain our pavement management program needs for the long term.

Over the next 13 years, there are currently planned projects of $16 million to be funded by a combination of special assessments and bonds in the special assessment capital project fund. To allow for the city to discontinue the special assessment process, starting in 2022 the city could possibly increase franchise fee revenue collection from $735,000/year to $1,935,000/year, an increase of $1.2 million. This would completely eliminate the need for special assessments and decrease the planned bonding for these projects. To provide an overview of the possible impact on users, the following charts detail peer group rates as well as our current rates and the impact of increased rates.



As can be seen from the charts, the city's current rates are on the lower end of the peer group. The orange column represents the city's current rates and the green column represents an example of the possible rate change. These estimated rates are based on initial summary data received from CenterPoint and Xcel Energy. If we did proceed with additional evaluation, there would be opportunities to determine specific adjustments to the rate groups to allocate the impact to users. In this example, a residential user would see a $5.63 monthly, $67.56 annual increase in their franchise fee. A larger commercial user would see a $141.25 monthly, $1,695 annual increase in their franchise fee.

Policy Issues:

Would the City Council like staff to pursue an option to establish a franchise fee that would cover additional capital costs and allow the city to discontinue the special assessment process for capital projects?

Strategic Priorities and Values:

Resident Economic Stability, Safe, Secure, Stable Community, Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Franchise Fee Program Presentation	3/3/2021	Presentation

Franchise Fees – Agreements and Program

City Council – Study Session, March 8, 2021

Mark Ebensteiner - Finance Director, Doran Cote – Public Works Director

Franchise Fees

- Seeking direction on proceeding with possible changes to the franchise fee agreements and approach to funding capital costs.
- Franchise fees were established, under Minnesota Statute (216B.36), to allow cities to impose a fee on utility companies for the use of public right-of-way and other public grounds in the delivery of services to their customers.
- Assist cities to cover costs of maintaining aging infrastructure, without raising property taxes.
- Fees are considered more equally distributed than property taxes, and paid by all utility customers (even those who don't currently pay property taxes)
- Advantages:
  - Cover a wider base than property taxes
  - Diversifies the City's revenue sources
  - Reliable sources of revenue
  - Flat fee easy to administer and eliminates seasonal fluctuations

Background

- December 8, 2003 – City Council adopted two resolutions which established franchise fees with Xcel Energy and CenterPoint Energy.
- $735,000 estimated annual revenues (Xcel - $460,000, CenterPoint - $275,000)
- Revenue receipted to Street Reconstruction fund and provides a funding source for street projects.
- Fees have previously been increased 3% on 1/1/2017 and 1/1/2020.

Agreements

- Xcel Energy
  - Existing franchise agreement effective through 2023.
  - Franchise fees cannot exceed 2% of total annual revenues derived from the City.
  - Expressed interest in negotiating new agreement prior to expiration.
- CenterPoint Energy
  - Existing franchise agreement effective through 2035.
  - Less restrictive than Xcel – requires that franchise fee formula is non-discriminatory or place the company at a competitive dis-advantage.

Current Fees

Xcel Energy Fees

Type	2021 Monthly Fee
Residential	$ 1.65
Small Commercial & Industrial - Non-Demand	4.25
Small Commercial & Industrial - Demand	22.75
Large Commercial & Industrial	103.00
Public Street Lights, Muni Pumping	13.50

CenterPoint Fees

Type	2021 Monthly Fee
Residential	$ 1.66
Commercial A	1.74
Commercial Industrial B	5.63
Commercial C	22.50
SVDF A	56.23
SVDF B	107.96
LVDF	107.96

Special Assessment Construction Fund

- Accounts for street reconstruction projects funded with special assessments.
- Properties benefiting from street reconstruction and storm sewer are assessed for a portion of the project costs.
- 10 year assessments, 3% interest rate
  - Street Reconstruction $4,707
  - Storm Water $1,412
  - Partial Street Reconstruction $3,530
  - Mill and Overlay $1,556
- Reconstruction assessments result in average annual payments of $715

Special Assessment Construction Fund

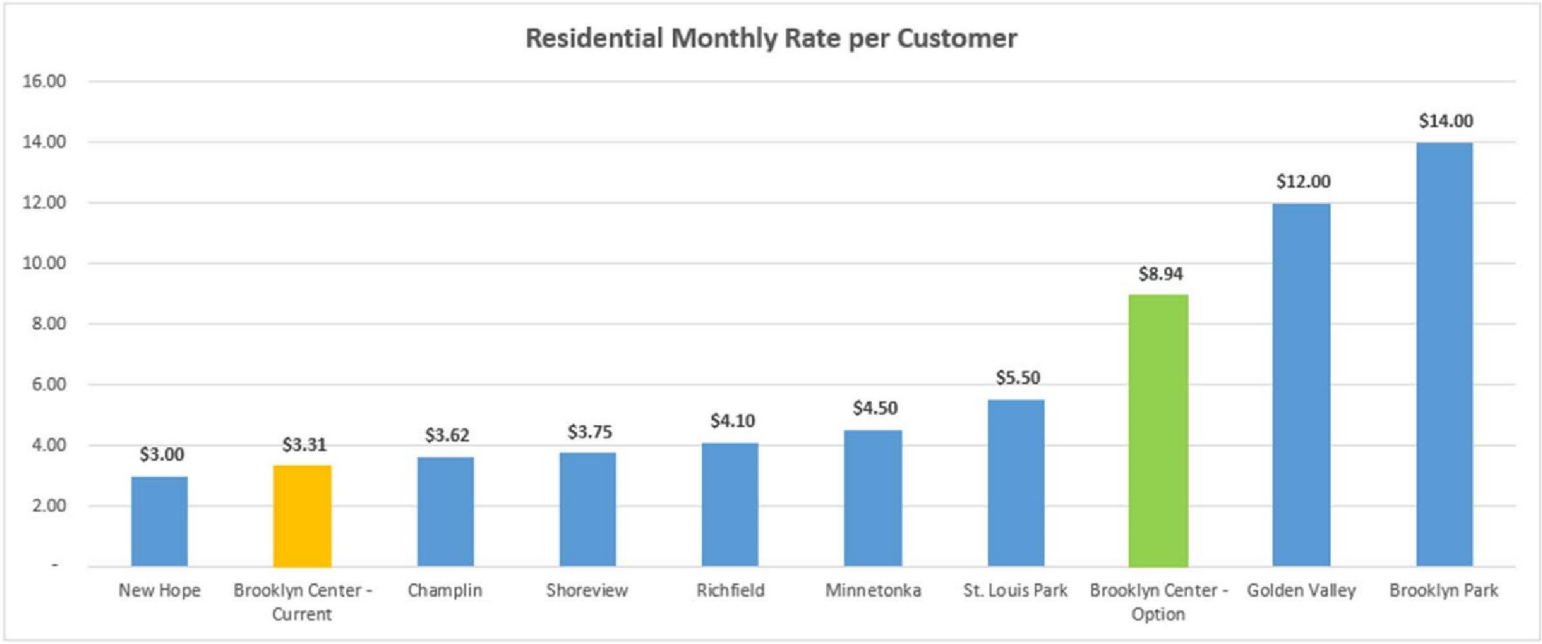
- Average assessment $1.2 million/year through 2035
- Infrastructure costs continue to rise
- Assessments require more project delivery and legal/admin/engineering time
- Projects could be bid earlier in year

2023		
50th Avenue Improvements (France Ave to Drew Ave)	$	50,000
51st Avenue Improvements (West of France Ave)		160,000
Knox, James and 54th Ave. Area Improvements		450,000
2024		
Orchard Lane East Improvements		2,410,000
Humbolt Avenue (CR57) Reconstruction (53rd to 57th)		340,000
2025		
Orchard Lane West Improvements		3,480,000
53rd and Xerxes Avenue Improvments		80,000
2026		
Meadowlark Gardens Area Improvements		940,000
67th Ave and James Ave Mill and Overlay		200,000
68th Ave and Lee Ave Mill and Overlay		130,000
John Martin Drive Mill and Overlay		130,000
St. Alphonses Area Mill and Overlay		390,000
2027-2035		7,250,000
Total Project Costs	$	16,010,000

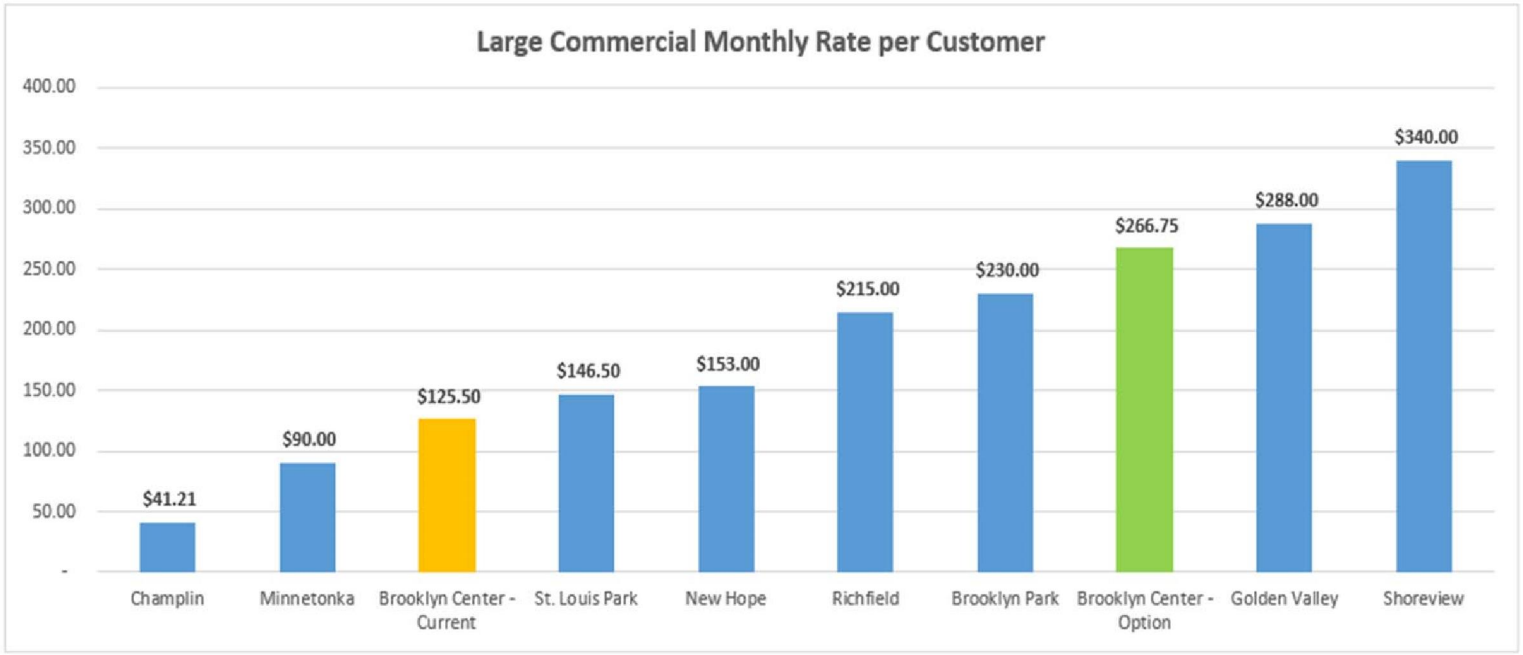
Comprehensive Franchise Fee Program

- Increased fees would cover the portion of capital costs that are currently funded through special assessments.
- Dedicated and consistent revenue source ensures local control of revenue and that repairs stay on schedule.
- Replacement of revenue source – Franchise fees vs. Taxes and Assessments

Comprehensive Franchise Fee Program



Comprehensive Franchise Fee Program



Policy Issue/Question

- Would the City Council like staff to pursue an option to establish a franchise fee that would cover additional capital costs and allow the city to discontinue the special assessment process for capital projects?

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/8/2021

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Mayor Mike Elliott

SUBJECT: Mayor's Senior Aide Position

Background:

ATTACHMENTS:

Description	Upload Date	Type
Mayor's SPA Memo	3/4/2021	Cover Memo
Job Description	3/3/2021	Backup Material
Resolution	3/3/2021	Resolution Letter

COUNCIL CALENDAR
March 8, 2021

TO: Members of the Brooklyn Center City Council

FROM: Mayor Mike Elliott

SUBJECT: Approve the Senior Policy, Administrative and Constituent Services Aide position to assist the Mayor in Carrying Out Duties of the Office of Mayor

RECOMMENDATION

Approve a resolution establishing the position of Senior Policy Aide to provide high level policy, administrative, and constituent services support to the Mayor's Office. The position will assist the Mayor in carrying out ever increasing responsibilities related to understanding and crafting policies, constituents' inquiries and needs, coordination of high level meetings and meeting preparation, and council meetings. This includes meeting and working with intergovernmental partners at the local, state, regional and federal levels on issues ranging from housing, transportation, health and the pandemic, to city development. The request for applications should begin in March 2021 with interviews to follow, and a target start date in June 2021.

FISCAL IMPACTS OF RECOMMENDATION

The pay range will be $47,694 - $58,046 1 FTE.

The pay for Fiscal Year 2021 will be $23,847 - $29,023 since the position will only be funded June - December.

BACKGROUND

The Mayor represents the city on many external boards and committees ranging from local to national. The Mayor is often tasked with managing a full time workload, a demanding schedule, and a multitude of high level meeting requests and demands from constituents. In September 2020 staff conducted a review of this position. The Mayor initially met with the City Manager and the Finance Director to begin work on scoring the position to support the Mayor. They, along with Human Resources, reviewed the position description provided by the Mayor, and they also offered an assessed pay range based on that job description. Critical support and increased capacity provided by this position is needed at this time to fully and effectively meet the responsibilities of the Office of Mayor in service to the people of Brooklyn Center.

NUMEROUS BENEFITS OF A SENIOR POLICY AIDE TO THE MAYOR

Provide much needed support for managing demands of the Mayor's office including:

Improve Policy Development by Conducting Research

- Conduct required research and provide documentation that is needed for decisions on critical issues.
- Provide critical information and documentation to inform the Mayor and Council in their decisions by conducting topical research as required.

Improved flow of Council meetings by helping the mayor to prepare

- Provide much needed support in coordinating the logistics, flow, and time of presiding over Council meetings.
- Provide much needed support in tracking concerns raised at Council meetings for follow up.

Improved constituent services

The constituent services function in the Mayor's Office includes one or more of the following activities to help citizens better understand city government priorities and ways to access government:

- Provide information and referral to answer public inquiries about the city government, and to refer citizens to appropriate city programs. Help citizens obtain specific benefits or resolve their issues with the city and external government agencies.
- Encourage and assist citizens and communities in making their views known on government issues and programs. Develop and maintain ties with stakeholder constituency groups to ensure the Mayor and Council are aware of their concerns, and that they are informed about the city's programs and priorities.

Support the management of the responsibilities and duties of Mayor's Office

- Manage the calendar and schedule meetings with internal and external partners and stakeholders, as well as State, Regional and Federal governmental entities and representatives.
- Provide much needed support in reviewing documents requiring the Mayor's signature.

Increased capacity to maintain relations with external governmental units and secure resources for Brooklyn Center

- Provide critical support for communication with State, Regional, and Federal government agencies.
- Provide critical support in identifying Met Council, County, and State legislative agenda items aligned with city priorities for securing funds, including State bonding bills.

City of Brooklyn Center
POSITION DESCRIPTION

Position Identification

TITLE:	Senior Policy and Administrative Aide
DEPARTMENT:	Office of the Mayor
STATUS:	Exempt

Position Summary
The Office of the Mayor is seeking highly-qualified candidates for the position of Senior Policy Aide. This position provides high-level administrative support to Mayor Elliott and reports to the Mayor. Mayor's Office positions are politically appointed by the Mayor.

Essential Duties and Responsibilities

Research

- Conduct required research and provide documentation that is needed for decisions on critical issues
- Provide critical information and documentation to inform the Mayor and Council in their decisions by conducting topical research as required

Scheduling

- Oversee intake of all event and meeting requests for the Mayor
- Prepare schedule and scheduling materials for the Mayor
- Serve as lead communicator with requestors
- Work with City communications team to ensure all meeting materials, including briefs and talking points, are prepared for the Mayor prior to scheduled events/meetings
- Manage Mayor's calendar

Constituent Services

- Manage and respond to all constituent inquiries
    - Disseminate any relevant information to appropriate departments

Administration

- Develop, and as needed, adjust processes to manage constituent communications and scheduling requests
- Oversee the full utilization of these processes ensuring all relevant information is appropriately tracked, managed, and reported to the Mayor, and any other relevant staff
- Oversee Mayor's media and non-media communications including, print and television, official Mayoral letters, proclamations, and thank you notes
- Manage Mayor's office expenses, ensure proper coding, and coordinate processing with finance department
- Review all documents for the Mayor's signature

Performs other duties as assigned.

Essential Knowledge, Skills, and Abilities

Communications: Must be able to read and understand correspondence, memoranda, and directives, and follow such directives. Must have extensive knowledge of office procedures and practices. Must have the ability to communicate clearly and concisely in English, both orally and in writing. Must have the ability to communicate effectively with persons who do not speak English and are from a variety of different cultures. Must have the ability to deal tactfully and effectively with all City personnel, outside agencies, vendors, and the general public.

Decision Making: Must be able to act in a decisive manner, using good judgment. Must be able to assess problems and situations, anticipate needs and evaluate alternatives. Must have knowledge of the utilization of appropriate resources and the willingness to communicate the use of available resources.

Interpersonal Relationships: Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work. Must be consistent in dealing with people; must have the ability to accept criticism and/or discipline. Must be able to establish and maintain relationships with other employees and positive public service relationships with members of the general public. Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.

Professional Attitude: Must have commitment to the organization; willingness to take initiative; dependability; maturity in relationships with others; and self confidence. Must represent the organization to other agencies and citizens with a courteous, helpful, and accurate business-like attitude. Must be able to exemplify leadership by encouraging initiative, effective completion of work assignments, and appropriate resource utilization. Must have the ability to keep management informed of matters he/she must know to adequately perform the responsibilities of the position. Ability to

work as a team member.

Quality of Work: Must be able to operate in an efficient and safe manner all equipment and vehicles required for this position and in accordance with City policy and direction. Must be able to demonstrate initiative and independence in completion of work responsibility. Must be able to produce quality, accurate work, detect and correct errors, utilize work time properly and productively.

Technical Knowledge: Must have working knowledge of City programs, functions, and services in order to expeditiously respond to public inquiries. Must be proficient with office equipment.

Physical Abilities: Must have the ability to read and discern visual images on a variety of media. Must have the ability to remain seated or standing at the same work station for up to eight hours at a time with appropriate breaks in that time frame. Must have the ability to type accurately. Must have ability to record names and numbers accurately (e.g., not transpose numbers and/or letters).

Desirable Qualifications
Two years of executive-level administrative experience.
Two years of policy research and reporting experience.

Minimum Qualifications
- Three years of experience that includes related job duties and responsibilities.
- Knowledge and demonstrated proficient computer skills including Microsoft Office program applications (Word, Excel, Access, PowerPoint).

Position Description Approved

By _____ _____
Mayor Date Approved

_____
Human Resources

Mayor Elliott introduced this resolution and _____ moved its adoption:

RESOLUTION NO. _____

APPROVE A RESOLUTION ESTABLISHING THE POSITION OF SENIOR POLICY AND ADMINISTRATIVE AIDE TO PROVIDE HIGH LEVEL ADMINISTRATIVE SUPPORT TO THE MAYOR.

WHEREAS, The Mayor serves as the official elected head of the city, presides over City Council and is the primary point of contact for constituents, organizations, stakeholders, and governmental entities; and

WHEREAS, The Mayor is responsible to constituents and is a primary point of contact for citizens seeking city government assistance; and

WHEREAS, The needs of constituents experiencing hardship due to difficulties posed by the pandemic has amplified this need increasing pressures/demands on the Office of Mayor; and

WHEREAS, The Mayor is paid at a part time rate for approximately 5 to 10 hours per week; and the actual workload is more than 40 hours per week, additional support is needed to fulfill the duties of the Office of Mayor; and

WHEREAS, The position will improve constituent services by assisting the Mayor to help citizens obtain specific benefits or resolve their problems with city departments and external government agencies; and

WHEREAS, The position will help to manage the workload of the Mayor by taking responsibility for the calendar and scheduling critical meetings with internal and external partners, stakeholders, as well as external regional, state, and federal governmental entities; and, review documents requiring the Mayor’s signature in order to facilitate a more expedited process; and

WHEREAS, The position will improve flow of Council meetings by helping the Mayor prepare, with support in coordinating the logistics, flow, and timing of presiding over Council meetings; and provide support in tracking concerns raised at Council meetings for follow up; and

WHEREAS, The position will improve policy development by conducting required research and providing documentation on critical issues; and provide information and documentation to inform the Mayor and Council in their decisions by conducting topical research as required; and

WHEREAS, The position will provide increased capacity to maintain relations with external governmental units and help secure resources for Brooklyn Center by providing critical support for communication with regional, state and federal governments agencies; and, provide critical support in identifying Metropolitan Council, County, and State legislative agenda items aligned with city priorities for securing funds, including state bonding bills;

THEREFORE BE IT RESOLVED that the City Council adopt a resolution to approve the position of Senior Policy Aide to provide high level administrative support to the Mayor, effective immediately. The position is politically appointed and is hired by, reports directly to, and serves at the will of the Mayor. The Mayor shall be solely responsible for the management of the position. The Mayor's Office shall post the position in a manner that promotes equity and invites applicants of diverse backgrounds. The Mayor shall be responsible for interviewing qualified candidates and selecting the best candidate for this position. Council members will have access to this position for policy research and preparations for interviews or responses to media inquiries through the Mayor, in accordance with best management practices.

_____ _____

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.

MEMORANDUM - COUNCIL WORK SESSION

DATE: 3/8/2021

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Cornelius L. Boganey, City Manager

SUBJECT: Pending Items

Recommendation:

- Earle Brown Name Change for Public Property
- MnDOT Highway 252 Presentation
- Council Policy for City Charter requirement of Mayor's signature on all contracts
- Strategic Plans for years 2018-2020 and 2021-2023
- Review Special Assessment Policy
- Tobacco Ordinance
- Attorney RFP Process
- Snow Emergency Declaration

Background: