Council Worksession
City Hall Council Chambers
February 12, 2024

AGENDA

The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the packet is available on the city's website.

1. **Call to Order - 6:00 p.m.**
2. **Miscellaneous Discussion Items**
   a. City Council Discussion Items
   b. Legislative Process
   c. City Council Chambers Safety and Decorum
3. **Adjourn**

Council Worksession

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, Acting City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: City Council Discussion Items

Background:

Council Worksession

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, Acting City Manager
THROUGH: N/A
BY:

SUBJECT: Legislative Process

Background:

Council Worksession

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, Acting City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: City Council Chambers Safety and Decorum

Background:

CITY COUNCIL MEETING
City Hall Council Chambers
February 12, 2024

AGENDA

1. Call to Order - 7:00 p.m.

This is an opportunity for the public to address the City Council on items that are not on the agenda. It is limited to 15 minutes. It may not be used to make personal attacks, air personality grievances, make political endorsements, or for political campaign purposes. Council Members will not enter into a dialogue with the presenter. Questions from the Council will be for clarification purposes only. It will not be used as a time for problem-solving or reacting to the comments made but for hearing the presenter for informational purposes only.

The first call will be for those that have notified the Clerk that they would like to speak during the open forum and then ask if anyone connected to this meeting would like to speak. When called upon, please indicate your name and then proceed. Please be sure to state your name before speaking.

2. Roll Call

3. Pledge of Allegiance

4. Informal Open Forum

Attendees please turn off cell phones and pages during the meeting. A copy of the full meeting packet is available in the binder at the entrance to the Council Chambers.

5. Invocation - Butler

6. Approval of Agenda and Consent Agenda

These items are considered to be routine by the City Council and will be enacted by one motion. There isn't a separate discussion for these items unless a Councilmember so requests, then it is moved to the end of the Council Consideration Items.

a. Approval of Minutes

- Motion to approve the following meetings:

- *01/22/24 Regular Meeting*

b. Approval of Licenses

- Motion to approve the licenses as presented.

c. Resolution Declaring a Public Nuisance and Ordering the Abatement of Nuisance at 3606 Urban Avenue N

- Motion to approve a resolution ordering the abatement of conditions creating a public nuisance property existing at 3606 Urban Ave North in the City of Brooklyn Center.

d. Resolution Accepting Livable Communities Demonstration Account (LCDA) Funding Grant for ACER's Innovation and Catalyst Center

- Motion to approve a resolution accepting Livable Communities Demonstration Account (LCDA) funding grant from Metropolitan Council.

e. Resolution Accepting Livable Communities Demonstration Account (LCDA) Funding Grant for New Generations LLC - Veterans Housing

- Motion to approve a resolution accepting Livable Communities Demonstration Account (LCDA) funding grant from Metropolitan Council.

f. Resolution Approving Settlement Agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements, Project No. 2021-05

- Motion to approve a resolution approving a settlement agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements, Project No. 2021-05.

g. An Ordinance Vacating a Portion of the Dedicated Right-of-Way in the Plat of Joslyn Addition (1st Reading)

- Motion to approve a first reading of the requested ordinance vacating a portion of the dedicated right-of-way in the plat of Joslyn Addition, and set a second reading and public hearing for March 11, 2024.

h. Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids, Improvement Project No. 2024-05 65th Storm Sewer Rehabilitation.

- Motion to approve the attached resolution approving plans and specifications and authorizing advertisement for bids, Improvement Project No. 2024-05 65th Storm Sewer Rehabilitation.

i. Resolution Authorizing Granting a Trail Easement over City Property in Favor of Crest Limited Partnership

- Motion to approve a resolution authorizing granting a trail easement over city property at 6301 Shingle Creek Parkway in favor of Crest Limited Partnership (CLP) the owner of the adjacent property located at 6221 Shingle Creek Parkway.

j. Resolution Accepting and Approving a Utility Facilities Easement Agreement with Crest Limited Partnership

- Motion to approve a resolution accepting and approving a utility facilities easement agreement with Crest Limited Partnership (CLP) the owner of the Crest located at 6221 Shingle Creek Parkway.

k. Resolution Acknowledging Awarded Funds for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant and Authorizing Acceptance of Grant Funds

- Motion to approve a resolution acknowledging the awarded funds for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant and authorizing acceptance of grant funds.

l. Resolution Authorizing the City of Brooklyn Center to Enter into a Contract with Hennepin County for Local Food Purchase Assistance (HS00001632)

- Motion to approve a resolution authorizing the City of Brooklyn Center to enter into a contract with Hennepin County for Local Food Purchase Assistance (HS00001632) and authorize the City Manager to execute such contract.

7. Presentations/Proclamations/Recognitions/Donations

a. Proclamation Declaring February 12, 2024 as Don Halverson Day in Honor of his 101st birthday and Commemorate his Military Service in WWII

- motion declaring February 12, 2024 as Don Halverson Day in Honor of his 101st birthday and Commemorate his Military Service in WWII

8. Public Hearings

a. Resolution Approving the Projected Use of Funds for the 2024 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 2024 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. Appointment to City Commissions

- Motion to approve the appointments to the City Commissions

b. Appproval of the 2024 Legislative Priorities

- Motion to approve the 2024 Legislative Priorities.

11. Council Report

12. Adjournment

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Barb Suciu, Assistant City Manager/City Clerk

SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve the following meetings:*
  - *01/22/24 Regular Meeting*

Background:

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

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Provide quality services with fair and equitable treatment, Accountability, Transparency

ATTACHMENTS:

Description	Upload Date	Type
1.22 Regular Session	2/6/2024	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

REGULAR SESSION
JANUARY 22, 2024
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center City Council met in an Informal Open Forum called to order by Mayor Graves at 7:04 p.m.

2. ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Director of Fiscal & Support Services Angela Holm, Liquor Store Operations Manager Tom Agnes, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

Mayor April Graves opened the meeting for the purpose of Informal Open Forum.

Emily Truseth stated Brooklyn Center has a lot of work to do to make the community safe for all. There have been a number of racist comments in online forums and the Council meetings include a ridiculous amount of gatekeeping. Brooklyn Center does not exist in a vacuum, and the national issues impact the community. Also, there are racially coded, exclusionary comments throughout the Council meetings. Finally, racism is evident from the Brooklyn Center Police Department murdering two people of color.

Emily Truseth explained she would like to share some relevant statistics. Mayor Graves stated commenters were not allowed to speak on agenda items per consensus of the Council.

Julie Bourque noted accessibility continues to be an issue with Council meetings and Commission meetings. She explained it is difficult for her to leave her home due to health issues and being a single parent. She should have access to any public meetings and information. She added it is concerning that the first hour of the meeting will no longer be televised. It is not inclusive or equitable. Additionally, it is an issue that the Charter Commission doesn't have any remote viewing

options, nor are the agendas and minutes available online. The strategic planning sessions mentioned the importance of accessibility, but that is not being upheld.

Mayor Graves pointed out that the decision to stop televising the first hour is only for a trial period of three months. The intention is to allow the Council to have more discussion without interruptions.

Katie Wright stated there is a Blue Lives Matter flag with "KP" written on it in the Brooklyn Center Police Department's roll call room, which refers to Kim Potter. If that is a reflection of what the City wants to represent, it is very offensive. It sends a message to existing and new police officers as well as felons who have been charged with similar crimes as Kim Potter. She suggested the Council and Staff address the matter and that anyone with knowledge of the current flag be considered for disciplinary action.

Katie Wright noted her agreement with the comments of Julie B. regarding the lack of transparency in the first hour of the meeting. The lack of transparency is unacceptable.

Toshira Garroway explained she has worked closely with the families of Duante Wright and Kobe Dimock-Heisler. Many attendees are present to hear the outcome of the vote on Council Consideration Item 10a. Resolution Directing the Adoption of Traffic Stop and Consent Search Policies for the Brooklyn Center Police Department. The mothers of Duante Wright and Kobe Dimock-Heisler have an interest in speaking publicly following the vote. Duante Wright's murder was well-covered in the media.

Toshira Garroway. added it is difficult to hear the Mayor state she has no interest in hearing from the community on the issue. She was rooting for Mayor Graves during the election, but her character is now questionable.

Mayor Graves stated there have been several opportunities for the community to provide feedback and commentary on Council Consideration Item 10a. Resolution Directing the Adoption of Traffic Stop and Consent Search Policies for the Brooklyn Center Police Department. It is the consensus of the Council to move ahead with the agenda item in line with the rules of the meeting. She urged the Council to keep up with technological accessibility.

Randy Christensen noted he was surprised that the meeting was no longer being televised for the first hour. The lack of communication and transparency is disheartening. It is also frustrating that there isn't an option to speak on agenda items and that more public meetings are not available remotely.

Lillian McDonald thanked the Council for their hard work. She thanked the community for the work they are trying to do. The City is trying to heal, and they need to turn the page. Everyone has to be on the same page to move forward.

Lillian McDonald stated the City needs to address homelessness and local encampments. She explained she represents her neighborhood, which is near a large encampment. The City needs to

come together to find a path forward. She has emailed Staff multiple times asking for updates with few responses. The City needs to promote safety, health, and building community. The encampment is also concerned with the cold weather in mind.

Lillian McDonald thanked the meeting attendees for their involvement in the Council meeting.

Councilmember Butler moved, and Councilmember Jerzak seconded to close the Informal Open Forum at 7:20 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Jerzak noted City Manager Dr. Reggie Edwards had reached out to him to ask what he did for Martin Luther King Jr.'s Day. He traded the invocation with Councilmember Lawrence-Anderson to share his experience.

Councilmember Jerzak explained he and his family were in Memphis when Martin Luther King Jr. was murdered. While traveling, he saw signs that segregated the use of drinking fountains on the basis of race.

A member of the audience began speaking. Mayor Graves stated the commenter would be asked to leave if she continued to interrupt the meeting.

Councilmember Jerzak stated Martial law had been imposed, so there were checkpoints. His father showed his military ID to pass through the checkpoints. He asked his father if they would be okay. His father said, "Our family will be okay, but I don't know if the country will be okay."

Councilmember Jerzak noted the country hasn't come all that far since then, though there have been some improvements. He shared more quotes from his father regarding race.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Jerzak moved, and Councilmember Kragness seconded to approve the Agenda and Consent Agenda, and the following consent items were approved:

6a. APPROVAL OF MINUTES

1. January 8, 2024 – Study Session
2. January 8, 2024 – Regular Session

6b. LICENSES

ON-SALE WINE

Ogamadam Kitchen, LLC	6000 Shingle Creek Parkway

ENTERTAINMENT

Ogamadam Kitchen, LLC	6000 Shingle Creek Parkway

RENTALS

INITIAL (TYPE IV – six-month license)

3901 Burquest Lane	P OGUNTI & M ZARZAR

INITIAL (TYPE III – one-year license)

4200 Lakebreeze Avenue N	AZ Rental Apartment
3613 54th Avenue N	STEPHEN ZEKPA

RENEWAL (TYPE IV – six-month license)

4201 Lakeside Avenue N, #104	JMG PROPERTY LLC
2118 Ericon Drive	Marco Panora
3312 62nd Avenue N	Hpa Us1 Llc
5556 Emerson Avenue N	Thomas D Belting
6015 Aldrich Avenue N	Akat LLC
6107 Emerson Avenue N	Lydia Yeboah
6931 Toledo Avenue N	SFR II BORROWER 2021-3 LLC
7037 Fremont Avenue N	Edwina P Mcgill
7131 Ewing Avenue N	The Next Edison Trust

RENEWAL (TYPE III – one-year license)

7015 Brooklyn Boulevard	Willow Lane Estates LLC

RENEWAL (TYPE II – two-year license)

2813 64th Avenue N	Everest Holdings LLC
3808 France Place	Ih2 Property Illinois Lp
3912 61st Avenue N	Nazneen H Khatoon
5636 Irving Avenue N	Bruce A Goldberg
6908 Unity Avenue N	Sun LLC

RENEWAL (TYPE I – three-year license)

5338-40 Queen Avenue N	5338 Queen, LLC
5322 Logan Avenue N	Mary Jo Schwanz Rev Trust

6c. RESOLUTION NO. 2024-15; ACKNOWLEDGING AWARDED FUNDS FOR THE HENNEPIN YOUTH FACILITY AND PLAY SPACES GRANT AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS

6d. RESOLUTION NO. 2024-16; ACKNOWLEDGING AWARDED FUNDS FOR THE HENNEPIN COUNTY HEALTHY TREE CANOPY GRANT AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS

6e. RESOLUTION NO. 2024-17; APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NO. 2024-01 ORCHARD LANE EAST IMPROVEMENTS

6f. RESOLUTION NO. 2024-18; ACCEPTING STATE CONTRACT PRICING AND AWARDING A CONTRACT, PROJECT NO. 2024-11, 2024 PARK PLAYGROUND REPLACEMENTS

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

8. PUBLIC HEARINGS

8a. RESOLUTION NO. 2024-19; AUTHORIZING CONTINUATION OF MUNICIPAL LIQUOR OPERATIONS IN THE CITY OF BROOKLYN CENTER

City Manager Reggie Edwards introduced the item and invited Liquor Store Operations Manager Tom Agnes to make the staff presentation.

Liquor Store Operations Manager Tom Agnes explained municipal liquor operations are authorized by State statute and were originally authorized as a means to control the sale of alcohol. Profitable liquor operations are a source of revenue to supplement traditional tax and fee revenues necessary for City operations.

Mr. Agnes stated City of Brooklyn Center currently operates two municipal liquor stores. Operations began in December of 1949. The location in Shingle Creek Crossing is owned and operated by the City while the location on Brooklyn Boulevard occupies rental space in a strip mall.

Mr. Agnes stated each year the State issues an "Analysis of Municipal Liquor Store Operations" report annually. It usually comes out in the fall and addresses activity for the prior calendar year. It provides comparative data on municipal liquor operations owned by Minnesota cities. There are 176 cities in Minnesota that operate municipal liquor establishments. Of the 211 stores, there are 18 in the Seven-County Metro Area.

Mr. Agnes pointed out that Brooklyn Center liquor operations had a net loss of $51,171 in the fiscal year 2021 and a net loss of $59,236 in the fiscal year 2022. The City's municipal liquor operation sustained net losses due primarily to the impact of COVID-19 business interruptions and losses sustained during the localized civil unrest surrounding the killing of Daunte Wright.

Mr. Agnes noted Minnesota statute 340A.602 requires that the City Council of any city with a municipal liquor operation that sustains net losses in any two of three consecutive years hold a public hearing regarding the continuation of the operation.

Mayor Graves asked if there was a net loss in 2023. Mr. Agnes stated the numbers for 2023 are not yet available.

Mr. Agnes showed a graph with liquor sales over the past 10 years and then a graph of total profit including net profit, depreciation, and transfers.

Councilmember Kragness thanked Mr. Agnes for the presentation. She asked if the preliminary 2023 numbers were positive or negative. Mr. Agnes noted there are a number of influential factors. A bond payment is converting from interest only to principal, which will result in a large jump up. Also, they will always have a depreciation number. 2023 started off well, but the closing of Walmart negatively impacted Liquor Store One's profits. That store is down around 100,000 transactions from previous years.

Councilmember Lawrence-Anderson moved and Councilmember Jerzak seconded to open the Public Hearing.

Motion passed unanimously.

Lilian McDonald asked Mr. Agnes what had been done to improve profits.

Mayor Graves reminded the attendees of decorum and to address the presiding officer with any comments or questions.

Mr. Agnes stated there are promotions on social media, which seem to have a lot of traction. Also, they are trying to hire solid employees as they are currently down eight employees.

Kevin Scherber stated the cans seem to cater to the biggest drinkers. He suggested the stores provide more variety.

Jeff Lewis asked if the City has considered leasing out the location owned by the City to a private entity.

Mike Crosby asked the Council to help the municipal liquor stores as it is a method to pay for City services. He asked if the new cannabis laws create competition for the City and how the City's income will be impacted.

Mr. Agnes stated the municipal stores have started to carry THC products and they have been selling well. He pointed out some cities have reported an increase in THC sales along with a decrease in alcohol sales.

Julie Bourque stated the stores are convenient and have great employees. She noted her support of the stores.

Councilmember Jerzak moved and Councilmember Butler seconded to close the Public Hearing.

Motion passed unanimously.

Councilmember Jerzak moved and Mayor Graves seconded to adopt Resolution No. 19; Authorizing the Continuation of the City's Municipal Liquor Operations.

Motion passed unanimously.

9. PLANNING COMMISSION ITEMS

None.

10. COUNCIL CONSIDERATION ITEMS

10a. RESOLUTION NO. 2024-20; DIRECTING THE ADOPTION OF TRAFFIC STOP; RESOLUTION NO. 2024-21; CONSENT SEARCH POLICIES FOR THE BROOKLYN CENTER POLICE DEPARTMENT

City Manager Reggie Edwards introduced the item and provided a history of the resolution. He explained in May 2021, the City Council of the City of Brooklyn Center adopted Resolution No. 2021-73, a resolution adopting the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act. Since February 28, 2022, the Implementation Committee has conducted regular meetings, and working with experts to gather data and consider City Code amendments, ordinances, resolutions, policies, and guidelines with regard to public health-oriented approaches to community safety. In September of 2022, the Committee developed and prepared policy recommendations regarding traffic stops and consent searches.

Dr. Edwards pointed out in June 2023 that staff made recommendations to the City Council regarding traffic stops and consent searches based upon the review of the recommendations made earlier by the Implementation Committee. Following Staff's presentation, the Council directed

Staff to bring back a resolution adopting a policy for traffic stops and consent searches.

Dr. Edwards noted Staff reviewed reasons for traffic stops and assigned safety ratings. The intention is to promote traffic safety while mitigating potentially dangerous interactions. They also separated the traffic and consent search policies. It was a recommendation from the Implementation Committee for the measures to be introduced as policies instead of ordinances. There was also a preference for community education on consent searches.

Dr. Edwards explained the item before the Council is to adopt both the traffic stop and consent search policies. They were drafted by City Attorney Jason Hill.

Mr. Hill noted the policies have been thoroughly reviewed by the City Staff, Council, and the Implementation Committee. There has been a large amount of community engagement. The first item before the Council is a traffic stop policy that eliminates seven reasons for traffic stops. The regulations would be enacted through the adoption of policies rather than ordinances, and standalone policies should be incorporated into the Brooklyn Center Police Department Policy Manual.

Mr. Hill added the second resolution is regarding consent searches and is more about gathering data and creating a tracking system than changing any current practices. There is also a direction to research and create a balance of powers statement for the Police Department to use during consent searches.

Mayor Graves stated a timeline needs to be established regarding the crafting of the balance of powers statement and the creation of the tracking system, should the resolutions pass. There was no disagreement from the Council.

Mayor Graves read a prepared statement. The collaborative work has been extremely important. Systems change can become stagnant, and community members may feel discouraged during the process. It has been her goal as Mayor to promote collaboration. Decisions should never be made in a vacuum, nor should decisions reflect only one person's preferences. The recommendations before the Council are a result of countless research, community dialogues, and Staff review. She is proud of the progress and the recommended resolutions. She pointed out the resolutions are ultimately a compromise between various parties.

Mayor Graves noted Brooklyn Center faces issues such as violence and racial disparities that are seen throughout the Nation. Some people believe the recommendations do not go far enough while others believe they go too far. It is impossible to please everyone. However, she encouraged everyone to reflect on the collaboration and growth that has taken place. The City needs to continue to hold itself accountable and to become more compassionate. It is her hope the resolutions will create a more safe, just, and healthy Brooklyn Center.

Councilmember Butler stated it is her eighth and final year on the Council, meaning she was on the Council for the deaths of both Daunte Wright and Kobe Dimock-Heisler. She regrets that the Council didn't have the courage following the death of Kobe Dimock-Heisler to implement any

changes. It could have impacted the life of Duante Wright.

Councilmember Butler recognized the courage of the mothers and the time they have contributed to improving the community. Also, the Implementation Committee spent a number of hours working with professionals and forming recommendations. They were criticized for their work, but they should be thanked for their efforts.

Councilmember Butler agreed the policies were a compromise and were not what she wanted to approve for the City. However, it will move Brooklyn Center in the right direction. Two years ago, they were going to be a leader in the Nation. The City has fallen behind, but it has learned what does and doesn't work in implementing change.

Councilmember Butler moved, and Mayor Graves seconded to adopt a Resolution adopting the traffic stop policy for the Brooklyn Center Police Department.

Councilmembers Jerzak, Kragness, and Lawrence-Anderson voted against the same. Motion failed.

Amity D. stated the Council is shameful.

There were a number of disparaging comments made by attendees.

Councilmember Butler moved and Mayor Graves seconded to adopt a Resolution adopting the consent search policy for the Brooklyn Center Police Department.

Councilmembers Jerzak, Kragness, and Lawrence-Anderson voted against the same. Motion failed.

Katie W. stated people are going to die because the Council did the wrong thing. She has been fighting for change for years. She stated Councilmember Jerzak is racist.

There were a number of disparaging and threatening comments made by attendees.

Mayor Graves called for a recess.

Mr. Hill, stated there needs to be a motion to table item 10b.

10b. APPROVAL OF THE 2024 LEGISLATIVE PRIORITIES

Councilmember Butler moved, and Mayor Graves seconded to table Council Consideration Item 10b. Approval of the 2024 Legislative Priorities.

Motion passed unanimously.

11. COUNCIL REPORT

This item was not addressed.

12. ADJOURNMENT

Councilmember Jerzak moved, and Councilmember Kragness seconded adjournment of the City Council meeting at 8:20 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Barb Suciu, Assistant City Manager/City Clerk
BY: Shannon Pettit, Deputy City Clerk

SUBJECT: Approval of Licenses

Requested Council Action:

- *Motion to approve the licenses as presented.*

Background:

The following businesses/persons have applied for City licenses as noted. Each business/person has fulfilled the requirements of the City Ordinance governing respective licenses, submitted appropriate applications, and paid proper fees. Applicants for rental dwelling licenses are in compliance with Chapter 12 of the City Code of Ordinances, unless comments are noted below the property address on the attached rental report.

Gasoline Service Station
Brooklyn Center Municipal Garage
6844 Shingle Creek Pkwy

Hospitality Accommodations
Suburban Studios
2701 Freeway Blvd

Mechanical
Associated Mechanical
1257 Marschall Rd, Shakopee 55379
Joel Smith Heating & AC
4672 236th Ln NE, Bethel 55005
John M Pohl Mechanical LLC
5891 Moore Lake Dr W, Fridley 55432
Northern Plumbing & Softening
7401 Central Ave NE, Fridley 55432
Professional Mechanical Services LLC
19640 200 NW, Suite 9, Big Lake 55309
St. Marie Sheet Metal
7940 Spring Lake Park Road NE, Spring Lake Park 55432

Sign Hanger's
Install This Awning & Sign
4835 Lyndale Ave N, Minneapolis 55430

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Accountability, Transparency

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	6/20/2023	Backup Material
Rentals	2/6/2024	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 2.12.24

Location Address	License Subtype	Renewal/Initial	Owner	Property Code Violations	License Type	Police CFS*	Final License Type**	Previous License Type***	Consecutive Type IV's
4700 Lakeview Ave N	Two Family	Initial	PETER NGUYEN & LILY PHAM	4	Type II	N/A	Type II	N/A	N/A
5333 James Ave N	Single	Initial	THE MNHOMES2GO INC	8	Type III	N/A	Type III	N/A	N/A
3501 47th Ave N	Multiple Family 1 Bldg 11 Units	Renewal	6939 Baird Llc	50 = 4.5 per unit	Type IV	0	Type IV	Type II	0
3601 47th Ave N	Multiple Family 4 Bldgs 44 Units	Renewal	8411 Balboa Llc Did not meet requirements	103 = 2.3 per unit	Type III	**2 Calls = No decrease** 2/19/23 5th Degree Assault 6/23/23 5th Degree Assault	Type IV	Type IV	3
4204 Lakebreeze Ave N	Multiple Family 1 Bldg 4 Units	Renewal	AZ RENTAL APARTMENTS LLC Did not meet requirements	8 = 2 per unit	Type III	0	Type IV	Type IV	2
4216 Lakebreeze Ave N	Multiple Family 1 Bldg 4 Units	Renewal	Lake Breeze Holdings LLC Met requirements	12 = 3 per unit	Type III	0	Type III	Type IV	N/A
6700 Humboldt Ave N	Multiple Family 4 Bldgs 54 Units	Renewal	MIMG CLXXXIV STERLING SQ SUB	206 = 3.8 per unit	Type IV	0	Type IV	Type II	0
6710 Orchard La	Multiple Family 10 Bldgs 52 Units	Renewal	Marvin Gardens Townhomes Lp	294 = 5.6 per unit	Type IV	0	Type IV	Type I	0
6907 Dupont Ave N	Multiple Family 1 Bldg 4 Units	Renewal	Evang Luth Ch Of The Master Met requirements	4	Type II	0	Type II	Type IV	N/A
4207 Lakeside Ave N, #226	Condo	Renewal	The Beach Apt Owners Assn	10	Type IV	0	Type IV	Type I	0
5408 Girard Ave N	Two Family	Renewal	Janice & Robert Gardner Sr.	16	Type IV	0	Type IV	Type I	0
818 Woodbine La	Single	Renewal	QZ Funding LLC Did not meet requirements	4	Type II	0	Type III	Type III	N/A
1307 65th Ave N	Single	Renewal	Pa Nou Vang & Chia Thao	2	Type I	0	Type I	Type II	N/A
1605 56th Ave N	Single	Renewal	Fyr Sfr Borrower Llc Did not meet requirements	11	Type IV	0	Type IV	Type IV	4
2113 55th Ave N	Single	Renewal	Ih3 Property Minnesota Lp	13	Type IV	0	Type IV	Type II	0
2208 69th Ave N	Single	Renewal	ASCENT EQUITY LLC	6	Type III	0	Type III	Type I	N/A
2804 67th La N	Single	Renewal	Bryan D Aitkens	3	Type II	0	Type II	Type II	N/A
3007 Ohenry Rd	Single	Renewal	Ih3 Property Minnesota Lp Did not meet requirements	7	Type III	0	Type IV	Type IV	2

3319 66th Ave N	Single	Renewal	Thr Property Illinois L P	6	Type III	0	Type III	Type II	N/A
3328 49th Ave N	Single	Renewal	From Mat To Life Llc	7	Type III	0	Type III	Type II	N/A
3707 61st Ave N	Single	Renewal	Cel Monton Llc	4	Type II	0	Type II	Type II	N/A
3800 Commodore Dr	Single	Renewal	C Gindorf/t J Sweetman Et Al	1	Type I	0	Type I	Type II	N/A
3808 61st Ave N	Single	Renewal	Adedamola O Ogundipe	1	Type I	0	Type I	Type II	N/A
3819 France Pl	Single	Renewal	R & M Real Estate Llc	3	Type II	0	Type II	Type I	N/A
4213 63rd Ave N	Single	Renewal	Buster F Fallah Did not meet requirements	4	Type II	0	Type IV	Type IV	5
5356 71st Cir	Single	Renewal	Xiaoyan Hu Trust	9	Type III	0	Type III	Type II	N/A
5410 France Ave N	Single	Renewal	SFR BORROWER 2022-1 LLC	10	Type IV	0	Type IV	Type II	0
5431 Logan Ave N	Single	Renewal	Cosco Property 3 Llc Met Requirements	4	Type II	0	Type II	Type IV	N/A
5549 Brooklyn Blvd	Single	Renewal	Western Sky Properties Llc	4	Type II	0	Type II	Type I	N/A
5724 Logan Ave N	Single	Renewal	Konstantin Ginzburg	5	Type II	0	Type II	Type II	N/A
5807 Dupont Ave N	Single	Renewal	D & T Properties Llc	1	Type I	0	Type I	Type II	N/A
6019 Camden Ave N	Single	Renewal	Inang Ekah Met Requirements	15	Type IV	0	Type IV	Type IV	3
6213 Lee Ave N	Single	Renewal	Emmanuel Benson Did not meet requirements	4	Type II	0	Type IV	Type IV	3
6430 June Ave N	Single	Renewal	E B Brewer & D S Brewer Met Requirements	4	Type II	0	Type II	Type III	N/A
6445 James Cir N	Single	Renewal	Kaswa Hospitality Inc	3	Type II	**8 Calls = Decrease of Two Categories** 1/23/23 5th Degreee Drug Possession 3/10/23 Curfew Violation 3/11/23 5th Degree Assault 5/9/23 5th Degree Drug Possession 6/15/23 5th Degree Assault 7/28/23 Curfew Violation 11/27/23 Unlawful possession of a weapon 11/6/23 Disorderly Conduct	Type IV	Type I	0
6918 Grimes Ave N	Single	Renewal	Olakunle F Ojo	17	Type IV	0	Type IV	Type II	0
7013 Fremont Ave N	Single	Renewal	Ih2 Property Illinois Lp Did not meet requirements	6	Type III	0	Type III	Type III	N/A

7025 Drew Ave N	Single	Renewal	SFR BORROWER 2022-1 LLC	6	Type III	0	Type III	Type II	N/A

*CFS = Calls for Service for renewal license only (initial licenses are not applicable to calls for service, and will be listed as N/A

**License type being issued

***Initial licenses will not show a Type I = 3 year, Type II = 2 year, Type III = 1 year, Type IV = 6 months

All properties are current on City utilities and property taxes

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Xiong Thao, Housing and Community Standards Supervisor

SUBJECT: Resolution Declaring a Public Nuisance and Ordering the Abatement of Nuisance at 3606 Urban Avenue N

Requested Council Action:

- Motion to approve a resolution ordering the abatement of conditions creating a public nuisance property existing at 3606 Urban Ave North in the City of Brooklyn Center.

Background:

Staff is recommending the approval of the subject resolution ordering the abatement of the conditions creating a nuisance property, authorizing the City Manager to abate the nuisance. The resolution declares the property a nuisance building and authorizes the City to abate any junk/furniture/appliances, automotive parts, inoperable vehicles, rubbish, and brush.
The property at 3606 Urban Avenue N shows the property is still owned by Anthony Kresel, who is deceased. The property is currently occupied by Michael Kresel, son of Anthony Kresel.

The following is a brief summary of actions related to this recommended Council action:

· The property has been in and out of compliance with city code for exterior storage of junk/furniture/appliances, automotive parts, inoperable vehicles, rubbish, and brush violations since 2016. Administrative Citations have been issued and specially assessed to the property in the past years.

· Staff has offered social services support through Hennepin County multiple times to Mr. Kresel and he has refused each time staff has offered. Mr. Kresel states that he can do it on his own but needs time to clean up the property.

· On August 21, 2023 an inspection of the property was completed during a routine property code inspection sweep and found the property in violation of city code. Staff spoke with the occupant and informed Mr. Michael Kresel that the junk needed to be cleaned up otherwise the City may issue Administrative Citations for the ongoing property code violations. Mr. Kresel stated he understood and was working on cleaning up the property. A compliance notice was sent to the property owner and the property occupant for the following property code violations: accumulation of junk/furniture/appliance and limitation on animals.

· A follow up inspection was completed on September 19, 2023 and the property showed improvement, however, still in violation of city code. Staff spoke with Mr. Kresel and informed him that the property was still in violation of city code and additional cleanup was required. He stated he was moving but not sure when he will be moving since his brother was taking over the property. Mr. Kresel stated he was still working on cleaning up the property still. He was also informed that he needed to stop feeding the stray cats and to call 911 to have CSO pick up the stray cats.

· A follow up inspection was completed on October 2, 2023 and the property remained in violation of

city code. The conditions of the property did not improve and appeared to have worsen from the last inspection as additional stuff was brought to the property. An Administrative Citation was issued in the amount of $1000.00.

· A follow up inspection was completed on October 20, 2023 and some of the items have been removed off the property but the property remained in violation of city code. Staff spoke with Mr. Kresel and informed of the violations and Mr. Kresel stated he is still planning on moving but waiting on his finances to improve before he vacates the property. He was again informed not to feed the stray cats. A compliance notice was sent to the property owner and the property occupant.

· A follow up inspection was completed on November 3, 2023 and the property remained in violation. Staff spoke with Mr. Kresel and informed him of the ongoing property code violation and the lack of progress in cleaning up the property. He was asked about the backyard and he stated the backyard is full of stuff as well. He denied access to view the backyard.

· A follow up inspection was completed on December 1, 2023 and the property is still in violation. Staff spoke with Mr. Kresel and he stated that he will have the property cleaned up by the end of the week.

· A follow up inspection was completed on December 5, 2023 and the property remained in violation. The property conditions did not improve and remained the same. Staff spoke with Mr. Kresel and he stated that he was not feeling well and will be working on cleaning up the property.

· A follow up inspection was completed on January 12, 2024 and the property remained in violation. Staff knocked on the door but no one came to the door. The property conditions remained the same and there was no improvement on cleaning up the property. Staff notice that there were household trash that was being stored outside by the trash bins. A compliance notice was sent for the ongoing violations.

· A follow up inspection was completed on January 23, 2024 and the property remained in violation. Staff spoke with Mr. Kresel and he stated he was still working on cleaning up the property and will have it cleaned up by the end of the day. The property conditions did not improve from the last inspection. Staff inquired about the household trash, Mr. Kresel stated that he does not have residential trash pickup any more. Staff advised him that he need to have trash service as it is required.

· On January 26, 2024 staff confirmed with Xcel Energy that the property does not have electrical service to the property.

· On January 29, 2024 staff posted the property as uninhabitable due to the lack of electrical service.

Budget Issues:

The estimated direct cost of cleaning out the property is $5,000.00 - $8,000.00 depending on disposal and material costs. All associated costs of abatement will be the responsibility of the owner and if unpaid, the costs will be specially assessed against the property.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

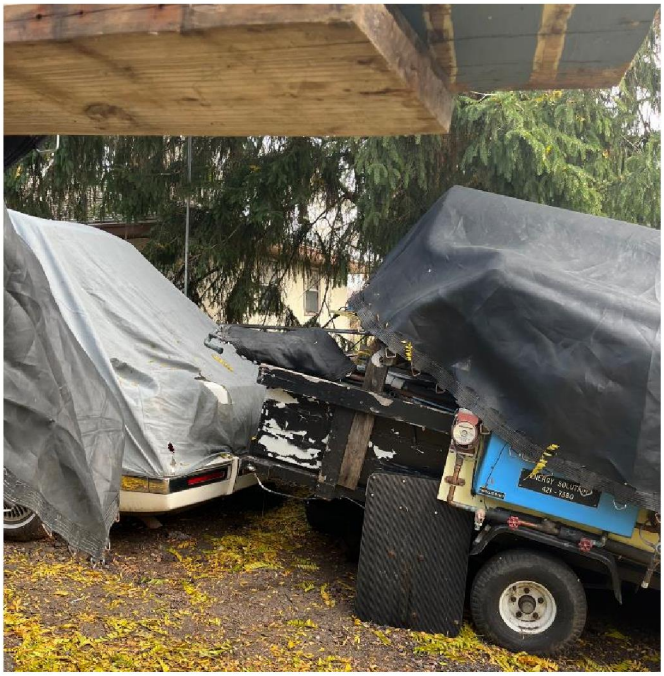
Safety

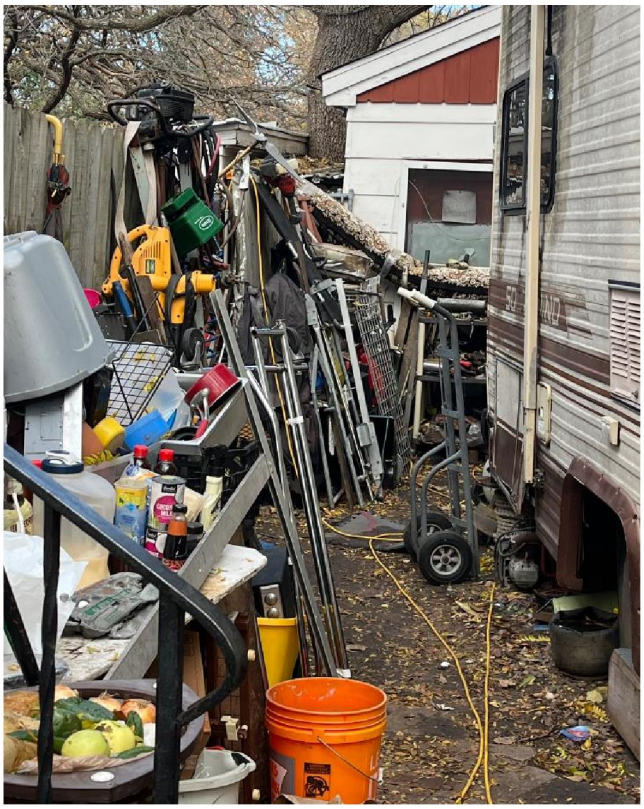
ATTACHMENTS:

Description	Upload Date	Type
photos	1/29/2024	Cover Memo
Resolution	1/29/2024	Cover Memo

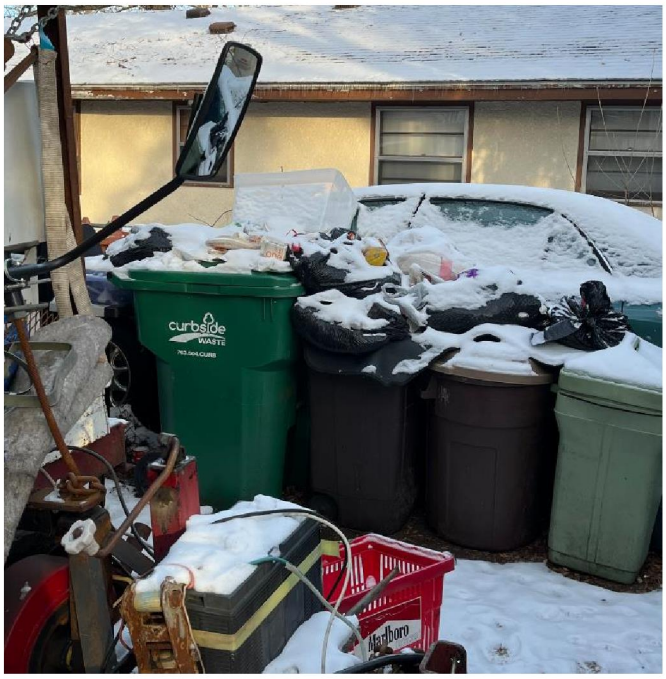
Photos dated 10/2/2023

Photos dated 11/6/2023

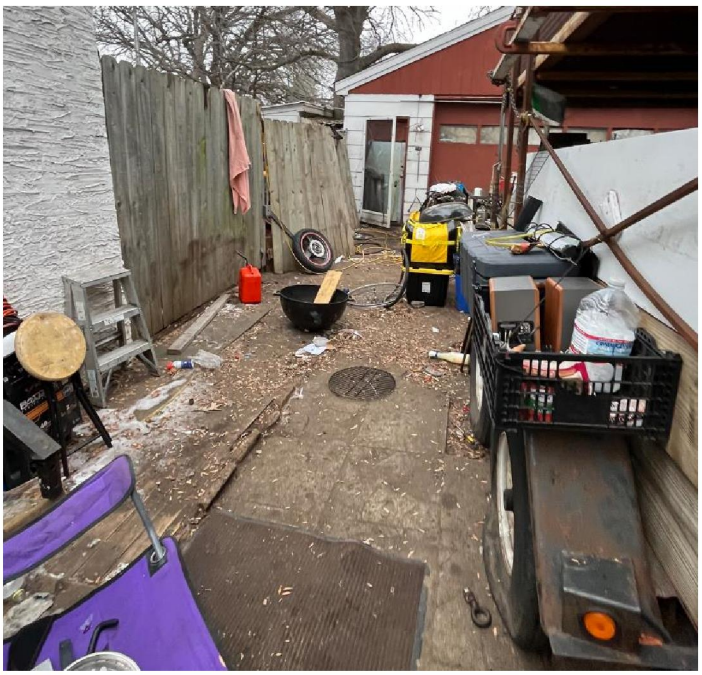


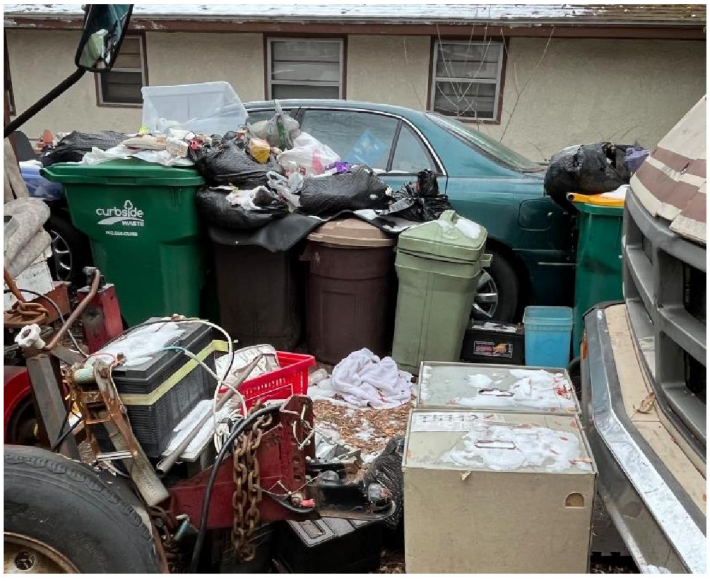


Photos dated 1/11//2024


curbside
WASTE
Marlboro

Photos dated 1/23//2024





Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-_____

A RESOLUTION ORDERING THE ABATEMENT OF CONDITIONS CREATING A PUBLIC NUISANCE PROPERTY EXISTING AT 3606 URBAN AVENUE NORTH IN THE CITY OF BROOKLYN CENTER

WHEREAS, the property located at 3606 Urban Avenue North, legally described in the attached Exhibit A, contains a single-family dwelling (the "Subject Property") and is located in the city of Brooklyn Center (the "City") in the R1 – One Family Residence zoning district; and

WHEREAS, according to public records, the Subject Property is owned by Anthony Kresel (the "Owner"); and

WHEREAS, to the best of the City's knowledge, Michael Kresel is the sole occupant of the Subject Property; and

WHEREAS, City staff conducted physical inspections of the Subject Property on August 21, 2023, September 19, 2023, October 2, 2023, November 3, 2023, December 1, 2023, December 5, 2023, January 12, 2024, January 23, 2024, January 24, 2024, and January 29, 2024; and

WHEREAS, on August 21, 2023, October 20, 2023, and January 12, 2024, correction notices were posted at the Subject Property and were mailed to the Owner, notifying the Owner of the violations of certain code provisions addressed herein, as well as the steps needed to correct the conditions and associated deadlines; and

WHEREAS, during each of the aforementioned inspections, staff observed an accumulation of refuse, rubbish and junk, automotive parts, including an overflowing garbage dumpster, overflowing bins, junk furniture, full garbage bags, or other junk and debris, in the front yard/driveway of the Subject Property; and

WHEREAS, on October 3, 2023 and January 23, 2024, an administrative citation was issued to the Owner and Occupant for the accumulation and storage of garbage and refuse on the Subject Property; and

WHEREAS, on January 12, 2024, a final compliance notice was issued to the Owner and Occupant, On January 23, 2024 a physical inspection of the Subject Property revealed that the accumulation and storage of garbage and refuse had not been removed from the Subject Property; and

WHEREAS, the City met and spoke with the Occupant on a number of occasions to discuss the condition of the Subject Property, issued administrative citations to the Owner and Occupant, and communicated to the Occupant that if he failed to bring the Subject Property into compliance, the City would institute additional enforcement action; and

WHEREAS, sections 7-102 and 7-105 of the Brooklyn Center City Code (the "Code") deem it unlawful to store or accumulate any refuse on private property, unless such accumulation is in a container permitted, and the contents disposed of, under other provisions of the City Code; and

WHEREAS, section 19-101 of the Code deems it a public nuisance to maintain or permit a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of any number of members of the public; and

WHEREAS, section 19-103 of the Code deems it a public nuisance to permit or maintain the accumulation of rubbish and junk on real property; and

WHEREAS, sections 12-301 through 12-306 of the Code impose certain requirements on the maintenance of personal property and on the storage and disposal of rubbish and garbage; and

WHEREAS, the Owner has not corrected the aforementioned unlawful conditions at the Subject Property and the City's deadlines as provided in the letters have passed; and

WHEREAS, pursuant to sections 7-105, 19-105, and 12-1206 of the City Code, the City Council may order the abatement of certain violations by the City on any premises; and

WHEREAS, the City mailed the Owner 10 days' written notice indicating that at its meeting on February 12, 2024, the City Council would consider a resolution deeming the Subject Property a nuisance and ordering its abatement; and

WHEREAS, based on the information presented, the City Council has decided that the condition of the Subject Property constitutes a public nuisance and violates local law and, therefore, should be abated.

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

1. The City Council adopts, as factual findings, all of the above-listed Recitals, and finds violations of all code provisions listed herein.

2. The condition of the Subject Property constitutes a public nuisance in light of these violations.

3. Pursuant to its authority under the City Code, City staff is authorized to take necessary steps to conduct the abatement of the aforementioned violations and assess the costs thereof against the Subject Property.

February 12, 2024
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.

Exhibit A

Lot 4, Block 3, Bobendriers Addition, Hennepin County, Minnesota.

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Krystin Eldridge, Associate Planner

SUBJECT: Resolution Accepting Livable Communities Demonstration Account (LCDA) Funding Grant for ACER's Innovation and Catalyst Center

Requested Council Action:

- Motion to approve a resolution accepting Livable Communities Demonstration Account (LCDA) funding grant from Metropolitan Council.

Background:

Livable Communities Act (LCA) grants are awarded to communities that participate in the Livable Communities Program in the seven-county metro region. Through four different grant programs, LCA grants help communities achieve development goals that create more housing choice, support living wage job creation, and connect jobs, housing, and regional amenities to create a more equitable region.

Each of the four LCA programs have a different focus.

- Livable Communities Demonstration Account (LCDA) supports development and redevelopment projects that link housing, jobs and services, and use community and regional infrastructure efficiently.
- LCDA - Transit Oriented Development (LCDA-TOD) grants are focused on high density projects that contribute to a mix of uses in TOD-eligible areas.
- The Tax Base Revitalization Account (TBRA) helps clean up contaminated land and buildings for subsequent development. These grants are intended to provide the greatest public benefit for the money spent, strengthen the local tax base, and create and preserve jobs and/or affordable housing. TBRA has three different funding opportunities: Contamination Cleanup, Site Investigation, and SEED.
- The Local Housing Incentives Account (LHIA) helps expand and preserve lifecycle and affordable housing, both rented and owned. LHIA applications are submitted through the Minnesota Housing Super RFP, as opposed to directly to Met Council.

ACER and Ignite Businesswomen Investment Group (IBWIG) have purchased Shingle Creek Center and will relocate their headquarters into Shingle Creek Center. Grant funds will be used to renovate two commercial units and to transform another unit into a food hall concept. ACER and COPAL, an organization with strong ties to the Latino community, will partner to provide workforce development programming and an entrepreneurial co-working space, as well as a workshop/training space.
Metropolitan Council has approved $600,000 to ACER, to be administered by City staff with reimbursement of exhausted funds for dates between December 13, 2023, and December 31, 2026.

Budget Issues:

None to consider at this time.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

The Metropolitan Council has developed new scoring criteria, which heavily focuses on equity and anti-racist outcomes for projects which are to receive funding. Criteria includes demonstrated outreach to impacted and underrepresented communities, identification of specific residential and/or workforce development community needs addressed by the project, project teams which reflect and are responsive to those most impacted by the project.

Strategic Priorities and Values:

Strengthen and diversify business development and housing, Community Centered

ATTACHMENTS:

Description	Upload Date	Type
LCDA Development Grant Agreement - ACER Innovation and Catalyst Center	1/25/2024	Backup Material
Resolution Accepting Livable Communities Demonstration Account (LCDA) Funding Grant for ACER's Innovation and Catalyst Center	1/29/2024	Resolution Letter
Resolution Identifying Need- ACER 2023-72	2/5/2024	Backup Material
Application	2/5/2024	Backup Material

GRANTEE: City of Brooklyn Center	**GRANT NO. SG-19786**
PROJECT: Innovation and Catalyst Center	
GRANT AMOUNT: $600,000.00	**CYCLE: 2023**
COUNCIL ACTION: December 13, 2023	**EXPIRATION DATE: December 31, 2026**

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality, County, or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Council awarded Livable Communities Demonstration Account grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the "Expiration Date" identified above and Project construction will have "commenced" before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this Section have the meanings given them in this Section unless otherwise provided or indicated by the context.

(a) ***Commenced.*** For the purposes of Sections 2.08 and 5.03, "commenced" means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.

(b) ***Council Action.*** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account funds.

(c) ***County.*** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.

(d) ***Development Authority.*** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.

(e) ***Metropolitan Area.*** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

(f) ***Municipality.*** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.

(g) ***Participating Municipality.*** "Participating Municipality" means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.

(h) ***Project.*** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, "Project" means the development or redevelopment project identified in the application for Demonstration Account funds for which grant funds were requested that through its design and execution will deliver benefits such as housing, connections, and jobs to the region. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02 Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. The Council's obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the LCDA Development grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or $100,000, whichever is less. A Project summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for costs directly associated with the Project activities for which the Council awarded grant funds and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses, or authorization fees; costs associated with preparing grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Except as provided in Section 2.03, grant funds may not be used for costs of Project activities that occurred prior to the Council Action, unless specifically included in the Project Summary or otherwise approved by Council Action. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Except for reimbursement for real estate acquisition and holding costs as provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.05. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

(a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area.

(b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.

(c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a "qualified low-income housing project" under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual certification reports during the initial "compliance period" and any "extended use period," or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.

(d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term "Project Owner" means the current Project Owner and any Project Owner successor(s).

(e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.

(f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.

(g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to

repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project Owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

(h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.06. Revolving Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachments A and B. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The form and content of the report will be determined by the Council. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee. At its discretion, the Council may: (a) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (b) require the Grantee to remit the grant funds to the Council.

2.07. Restrictions on Loans or Grants to Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrants, subrecipient agreements, and contracts.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachments A and B.

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly

change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that the eligible grant-funded Project activities (or a portion thereof) for which reimbursement has been requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement. Payment requests must include the following documentation:

> Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates, quantities, and a description of the goods or services provided. Subcontractor markups shall not exceed ten percent (10%).

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE (OR PARTICIPATING MUNICIPALITY) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachments A and B.

2.13. Effect of Grant. Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this Section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")) or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this Section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this Section shall survive the expiration or termination of this Agreement.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD"), or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03. Section 8 Housing Choice Vouchers. If the Project is a housing project, or includes housing units (whether market rate or affordable), and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.04. Fair Housing Policy. If the Project will include a housing component, the Grantee (or participating Municipality) must have adopted a Fair Housing Policy. For the purposes of this section,

the term "Fair Housing Policy" means a written statement regarding the Grantee's (or participating Municipality's) commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A and B. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01 Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does

not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT**.

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of

the Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, local governmental, and regulatory agencies, including conservation districts.

6.06. Subgrantees, Contractors, and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations. If the Project for which the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07 Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

(a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(b) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment request forms, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an

electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF BROOKLYN CENTER

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Approved as to form:

By: _____
City Attorney's Office

Date: _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.

Livable Communities Project Summary

Grant # **SG-19786**
Type: **LCDA Development**
Applicant: **City of Brooklyn Center**
Project Name: **Innovation and Catalyst Center**
Project Location: **6000 & 6050 Shingle Creek Parkway**
Council District: **8 – Cameron**

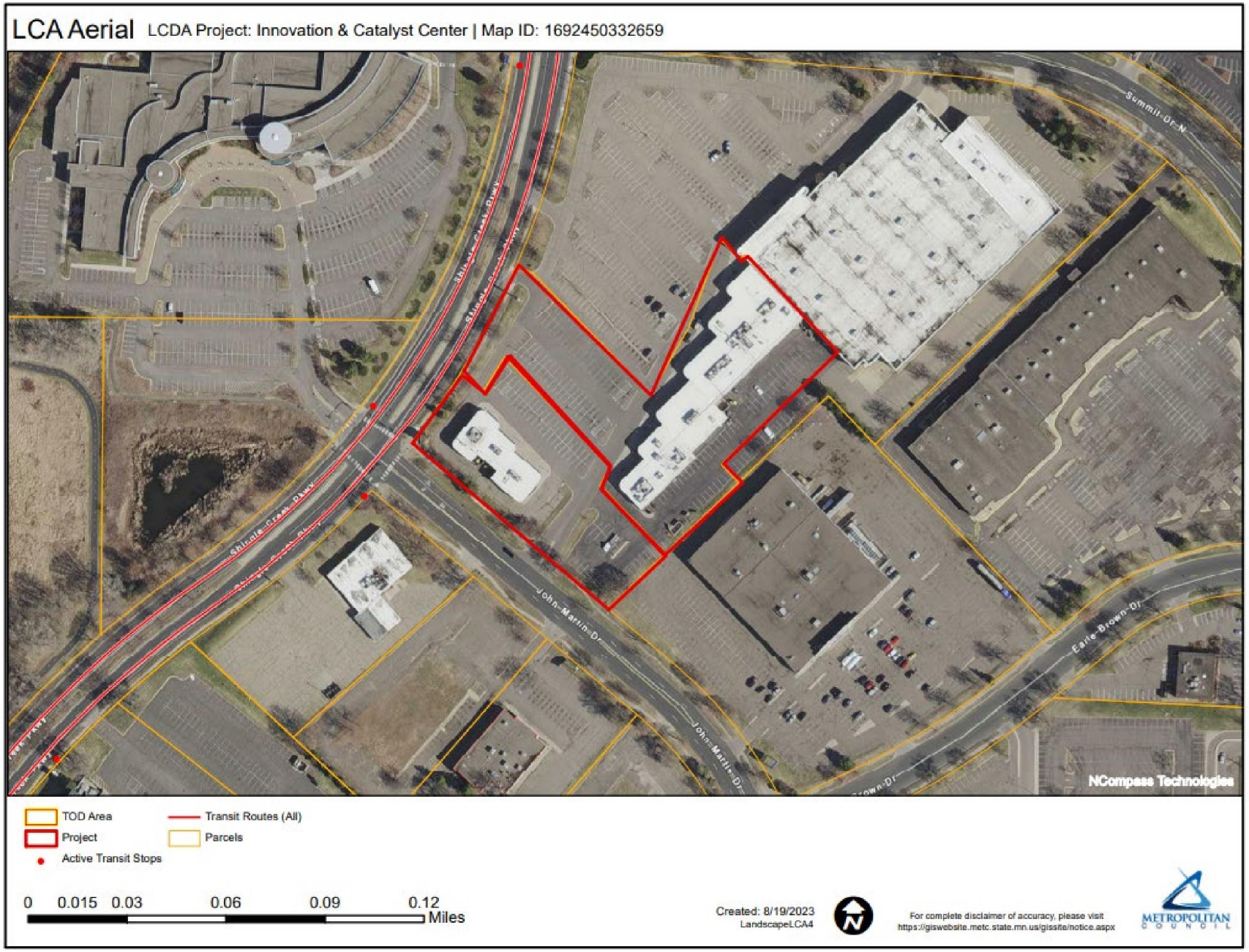
Project Detail	
Project Overview	This full project seeks to create an Innovation and Catalyst Center and sustain an existing majority BIPOC strip mall/shopping center in Brooklyn Center. ACER and Ignite Businesswomen Investment Group Cooperative (IBWIG) have purchased the site to become the 100% owners of Shingle Creek Center, an operating strip mall which is occupied by majority BIPOC and Immigrant owned small businesses. The Center will hold business incubation space and have economic development programming.
Total Jobs	93
Job Type	61 full time | 32 part time
Total housing units	0
Affordable units	N/A
Anticipated # bedrooms	N/A
Comments/ Demonstration value	• The project includes workforce training and the opportunity for wealth building for participants. • Support small business primarily owned by residents of color and immigrant business owners.
Funding	
Other LCA funding	None
Use of Funds	
$600,000.00	**Total**
$600,000.00	**Activity: Preservation and Rehab** Deliverable: Final renovation of the business center.

ATTACHMENT B

PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Project boundaries.

Project Location(s)



Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION ACKNOWLEDGING AWARDED FUNDS FOR LIVABLE COMMUNITIES ACT LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT FUNDING AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS FOR ACER INNOVATION & CATALYST CENTER

WHEREAS, the City of Brooklyn Center, Minnesota was a participant in the Livable Communities Act ("LCA") Local Housing Incentives Account Program for 2023, as determined by the Metropolitan Council, and was therefore eligible to apply for Livable Communities Demonstration Account ("LCDA") funds; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's LCA initiatives during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of LCA grant funding; and

WHEREAS, the City has identified proposed projects within the City that meet LCDA purposes and criteria and the proposal submitted by ACER Innovation and Catalyst Center for a project located at 6000 & 6050 Shingle Creek Parkway is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has traditionally supported grant applications by agreeing to act as legal sponsor for the project; and

WHEREAS, the City Council of the City of Brooklyn Center, Minnesota formally identified the need for Livable Communities Demonstration Account funding and authorized City staff to submit on behalf of the City an application to said account for ACER's Innovation and Catalyst Center on July 10, 2023 and under City Council Resolution No. 2023-72; and,

WHEREAS, the City-supported ACER Innovation & Catalyst Center at 6000 & 6050 Shingle Creek Parkway was ultimately awarded $600,000 in LCDA grant funds on December 13, 2023; and

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

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

RESOLUTION NO.

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

1. The development proposed by ACER and for 6000 & 6050 Shingle Creek Parkway contains components for which LCDA funding was awarded and:
    a. Will not occur solely through private or other public investment within the reasonably foreseeable future; and
    b. Will occur within the term of the grant award two years for Development grants) expiring December 31st, 2026.

2. It authorizes its City Manager to accept the awarded funds on behalf of the City for the application for the Fall 2023 funding cycle for Metropolitan Council Livable Communities Demonstration Account grant funds, for the project components identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

February 12, 2024
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.

Member Lawrence-Anderson introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-72

RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS

WHEREAS, the City of Brooklyn Center is a participant in the Metropolitan Livable Communities Act ("LCA") Local Housing Incentives Program for 2023 as determined by the Metropolitan Council, and is therefore eligible to apply for LCA Livable Communities Demonstration Account Transit-Oriented Development grant funds; and

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

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

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

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

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

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

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

   African Career, Education and Resource (ACER) Innovation and Catalyst Center (ICC)

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

a. Will not occur solely through private or other public investment within the reasonably foreseeable future; and
b. Will occur within the term of the grant award (two years for Pre-Development grants, and three years for Development grants,) only if Livable Communities LCDA funding is made available for this project at this time.

3. Authorizes the City Manager to submit on behalf of the City an application for Metropolitan Council Livable Communities LCDA - TOD grant funds for the LCDA project components identified in the application, and to execute such agreements as may be necessary to implement the LCDA Project on behalf of the City.

July 10, 2023
Date

April Graves
Mayor

ATTEST: Paul Sievert
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member:
Butler
and upon vote being taken thereon, the following voted in favor thereof:
Butler, Graves, Jerzak, Kragness, Lawrence-Anderson
and the following voted against the same: None.
whereupon said resolution was declared duly passed and adopted.

Application

19435 - 2023 LCDA Development - Final Application

19786 - Innovation and Catalyst Center
LCDA Development

Status:	Submitted	**Original Submitted Date:**	08/14/2023 1:56 PM	**Submitted By:**	Vong Thao
		Last Submitted Date:	08/21/2023 7:35 AM	**Last Submitted By:**	Vong Thao

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:* Mr. (Pronouns) Vong (First Name) (Middle Name) Thao (Last Name)

Title:* Senior Project Manager

Department: Planning and Economic Development

Email:* vthao@ci.brooklyn-center.mn.us

Address:* 25 West Fourth Street

Suite 1300

* Saint Paul (City) Minnesota (State/Province) 55102 (Postal Code/Zip)

Phone:* 651-266-8557 (Phone) (Ext.)

Fax:

What Grant Programs are you most interested in?* LCDA Pre-Development

Organization Information

Name:* BROOKLYN CENTER, CITY OF

Jurisdictional Agency (if different):

Organization Type: City

Organization Website:

Address:* 6301 SHINGLE CREEK PKWY

*	BROOKLYN CENTER City	Minnesota State/Province	55430 Postal Code/Zip

County:* Hennepin

Phone:* 763-569-3320 Ext.

Fax:

Primary Grantee Information

Grantee Type* City

City in which the project is located* Brooklyn Center
If the city name does not appear in this list, contact the appropriate LCA program coordinator.

If more than one governmental entity is collaborating on this application, please explain and list the names of all participants No other governmental agency is collaborating.

500 characters

Does the city where the project is located have an adopted Fair Housing Policy?* No

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

Contact name* Vong Thao

Mailing address* vthao@ci.brooklyn-center.mn.us

City* Brooklyn Center

Phone* 763-569-3301
Do not enter punctuation (enter as "6515551212")

Email address* vthao@ci.brooklyn-center.mn.us
After entering this information, click SAVE in the Command Bar at the top of the screen.

Developer Information

Organization name	Street address	City, state, zip	Contact name	Phone	Email
Unknown					

Other Project Contacts

Name	Title	Organization	Street address	City, state, Zip		Phone	Email
Nelima Sitati Munene	Executive Director	African Career, Education, & Resources	6800 78th Ave. N. Stre. 101 & 109	Brooklyn Park	MN 55445	763-657-7711	nelima@acerinc.org
Denise Butler	Director of Economic Development	ACER	6800 78th Ave. N. Stre. 101 & 109	Brooklyn Park	MN 55445	763-657-7711	dbutler@acerinc.org
Jannie Seibure	Board Chair	IBWIG		Maple Grove	MN	763-333-2447	bjseibure89@gmail.com

Project Description

Address or Intersection of Project* 6000 & 6050 Shingle Creek Parkway, Brooklyn Center

Describe the proposed development project. ***You will be asked about past or future phases in the next section. Do not describe past or future project phases here.*** *

This full project seeks to create an Innovation & Catalyst Center and sustain an existing majority BIPOC strip mall/shopping center in Brooklyn Center. The property is two parcels located at 6000 & 6050 Shingle Creek Parkway, known as the Shingle Creek Center. ACER and Ignite Businesswomen Investment Group Cooperative (IBWIG) have a purchase agreement to become the 100% owners of Shingle Creek Center, an operating strip mall which is occupied by majority BIPOC and Immigrant owned small businesses. The Shingle Creek Center, covers two parcels totaling 4.4 acres, will be purchased for 5.2 million; and has 11,000 square feet (of a total of 39,178 sq/ft) of vacant retail space which ACER and IBWIG will renovate to incubate other businesses, and offer economic development centered programming.

This proposed LCDA request is to support the renovation of two commercial units:

-Unit 6096 at 3,480 square feet and Unit 6064 at 4,600 square feet. Unit 6096 will be transformed into the Innovation & Catalyst Center which will include ACER's main headquarters/main office, small office presence for COPAL and HIRED to collaborate on workforce development programs, workshop/training space for entrepreneurs and co-working space.

-Unit 6096 will be transformed into a food hall. No exact details on the food hall layout or businesses who will be featured, but the space is inspired by places like Midtown Global Market and the newer Graze Provisions + Libations in Minneapolis. In addition, dollars will be used to support exterior improvements/façade/tenant improvements, and energy efficiency of both parcels.

Last year, ACER along with their partner COPAL, were awarded congressional dollars for workforce and career programming and to create two workforce centers. This year ACER received state dollars to 1. Expand their entrepreneur program and 2. The buildout of the Innovation & Catalyst Center, Food Hall projects and to support renovations at 6000 & 6050 Shingle Creek Parkway.

(2,000 characters)

Project Phasing

Were there previous phases to this project (that occurred before the three-year grant period)?*	No
Will there be a separate future phase to the project (that will occur after the three-year grant period)?*	No

Planned Housing Mix

Housing: # of Units	# bedrooms	Affordability	Tenure (own or rent)

Housing Totals

Total Units Planned on Site	0

Housing Details

Fair Housing Marketing Plan

Is there a Fair Housing Marketing Plan for the proposed project or will one be in place before marketing?	No
Who will be the property manager for the project?	Housing is NA

Housing Choice Vouchers

Will Tenant Based Housing Choice Vouchers be accepted by the project?	No

Income Averaging

Does the project include income averaging?	No
Are you preserving and/or rehabbing existing affordable housing?	No

Housing Outcomes

Describe how the project will create or preserve affordable housing.

NA

(2,000 characters)

Describe how this project is helping to meet the city's affordable housing goal. ***The affordable housing need number is in the interactive online data tool.***

NA

(2,000 characters)

Describe how the project provides housing for people who face barriers accessing safe, affordable housing.

NA

(4,000 characters)

Describe how the project best meets the needs of future residents. Consider

- **project design**
- **programming for residents**
- **project location**

NA

(4,000 characters)

Explain how you will keep affordable units affordable for a minimum of 15 years.

NA

(2,000 characters)

Describe how the project helps to further equitable outcomes and reduce disparities in housing access? ***Refer to the evaluation explanations and data profile as you answer this question.***

NA

(4,000 characters)

Permanent Full-Time Jobs

Job Title	Job Category	New or Retained	Annual Wage	# Jobs, this Job Title	Full-time jobs at a Living Wage
Manager of Workforce/Business Center - ACER - IBWI	Management (11-0000)	New FT job	Over $55,500/year	1.0	1.0
Manager of Food Hall - ACER - IBWIG	Management (11-0000)	New FT job	Over $55,500/year	1.0	1.0
Community and Site Organizer - ACER - IBWIG	Community and Social Services (21-0000)	New FT job	Under $55,500/year	1.0	0
Director of ACER	Management (11-0000)	Retained FT job	Over $55,500/year	1.0	1.0
Director of Economic Development - ACER	Management (11-0000)	Retained FT job	Over $55,500/year	1.0	1.0
Director of Organizing - ACER	Management (11-0000)	Retained FT job	Over $55,500/year	1.0	1.0
Health Equity Manager - ACER	Community and Social Services (21-0000)	Retained FT job	Over $55,500/year	1.0	1.0
Organizing Manager - ACER	Community and Social Services (21-0000)		Under $55,500/year	1.0	0
Health Equity Program Coordinator - ACER	Community and Social Services (21-0000)	Retained FT job	Under $55,500/year	1.0	0
Community Organizer - ACER	Community and Social Services (21-0000)	Retained FT job	Under $55,500/year	1.0	0
Economic Development Manager - ACER	Community and Social Services (21-0000)	Retained FT job	Under $55,500/year	1.0	0
Operations Manager and Contract Compliance - ACER	Business and Financial Operations (13-0000)	Retained FT job	Over $55,500/year	1.0	1.0
Retail/Office Manager - Owners	Sales and Related (41-0000)	Retained FT job	Over $55,500/year	13.0	13.0
Retail/Office Staff	Sales and Related (41-0000)	Retained FT job	Under $55,500/year	32.5	0
Restaurant Executives/Owners/Managers	Food Preparation and Serving Related (35-0000)	New FT job	Over $55,500/year	4.0	4.0

Permanent Part-Time Jobs

Job Title	Job Category	New or Retained	Annual Wage	# Jobs, this Job Title	Part-time jobs at a Living Wage
Retail/Office Staff	Sales and Related (41-0000)	Retained part-time jobs	Under $55,500/year	32	0

Calculated Totals

Total Full-Time Jobs (Permanent)	61
Total Jobs (Permanent)	93.5
Total Part-Time Jobs (Permanent)	32.0
Total Living Wage Jobs (Permanent)	24.0

Economic Opportunity Details

Does the City have hiring and procurement goals for hiring local workers and/or disadvantaged businesses?

Yes

Commercial Space

Does this project include commercial, industrial, or office space?

Yes

How many square feet?

39178
SQFT

Have you secured any tenants for the commercial, industrial, or office space?

Yes

Who will be located in the space?

The full property, both parcels hold 18 total leasable units. 39,178 square feet of leasable space out of a total of 41,355 square feet. BIPOC business owners currently occupy the units and will be supported to remain. Many have long-term leases which terms will remain intact after the transfer of ownership.

(500 characters)

If you are preserving jobs, what is the risk of those jobs going away without this project?

This project is within an Opportunity Zone where the City of Brooklyn Center has been engaged in preliminary planning of full site. ACER through their leadership of the community input process for the METRO Blue Line (BLRT) extension and their leadership around the Opportunity Zone outreach/organizing project heard many voices from the community concerned about the extension but also about the potential gentrification of the area.

Concerns about gentrification and displacement of housing and business have validity. Researchers at the University of Minnesota showed that property values increased with the completion of the Green Line while the number of affordable rentals in Minneapolis has shrunk dramatically since 2000. This trend will be a point of concern for Brooklyn Park and Brooklyn Center, the two most diverse cities in Minnesota, which both have poverty rates above the state average. Transit development can connect the northwest suburbs to each other and downtown, spur economic growth, decrease greenhouse gas emissions by allowing residents to travel without a car and provide access to a diverse array of educational institutions. Minority-owned businesses tend not to own the property they do business in. Often, they are leasing and operating out of non-traditional retail spaces such as old office buildings and aging strip malls. These business owners are vulnerable to the whims of their landlords.

If the current leasers of this property are vacated by a potential outside developer or are vacated due to the plans of the Opportunity Zone project the community will lose over 16 critical cultural businesses at this location alone. Those businesses represent at Shingle Creek Center represent over 80 jobs, and economic input/tax payments which the city and area would lose.

(4,000 characters)

Economic Opportunity Outcomes

Describe how the project is going to support economic opportunities for residents in the project area or living/working in the future development. Including but not limited to

- **Jobs or job training created through the project**
- **How the business model supports wealth building**
- **The long-term goal of the project**

Do not describe housing outcomes in this section.

Innovation & Catalyst Center will address systemic disparities by eroding the barriers that keep these communities from achieving equitable economic outcomes. To achieve this, the center will structure activities to advance four key economic impact areas:

- Career Outlook and Job Placements: Whether in-person or through a multitude of remote options, the center will provide culturally competent, native language one-on-one coaching and support in applying for and securing employment. This unit will prioritize strategies to secure high-earning employment with benefits. By supporting community members in overcoming barriers to accessing employment, this proposal will address the immediate disparities in unemployment as a product of the pandemic.

- Workforce Training, Education, and Career Development: This unit will connect workers to basic skills training, career training, and post-secondary education, to improve employability and capacity for wealth building. Each Center will focus on developing solutions that best address the needs of their community, but could include trainings and certifications for GED, OSHA, CDL, nursing and healthcare, trades work and apprenticeships, computer skills, English proficiency, and access to post-secondary education, and credit validation support.

- Workers' Rights Advocacy: A critical piece in the overall strategy of this proposal is to advocate on behalf of workers who have experienced violations of their rights, supporting them in seeking restitution for stolen wages and other abusive workplace practices. This unit will hire staff with organizing and legal backgrounds to intervene in and prevent wage theft and other abuses of workers' rights. An additional component will be to offer educational workshops to inform people of their rights and possible courses of action. Over the long-term, this proposal will pave the way to prosperity and equitable economic outcomes for new immigrants entering the workforce.

- Wealth Creation: This unit is centered on the understanding that the most effective way to escape poverty is by building wealth. The first steps to setting people up for future success in building wealth will be to provide education on money management, savings, credit-building workshops entrepreneurship, and commercial/residential property ownership, and connect people to industry partners that create access to homeownership, energy-efficiency upgrades, and sources of renewable energy. Additionally, as identified by constituents during the research and development of this project, providing tax filing assistance will be a key strategy to support communities in accessing government benefits, and limiting regressive fees and penalties for people without access to tax-filing support. The development of the food hall is part of this impact area, which will be a tool to draw residents into the project by offering great food to enjoy but also doubling as a community gathering space to purposely discuss wealth building ideas sparking a think tank process for future developments.

(4,000 characters)

Describe how the project will create or preserve jobs and/or training opportunities in

- **environmental sustainability, technology, healthcare**

- **industrial fields local**
- **job growth priorities**

The purchase and development of The Shingle Creek Center will lead to an increase ownership of commercial property by micro and small business and to support businesses growth towards supporting a vibrant cultural destination commercial district in the Northwest suburbs. The Shingle Creek Center will become an Economic Hub which will maintain and grow retail focused businesses within the strip mall and will include a business center which will provide small business resources and workforce programming.

There is not a clear industry cluster in Brooklyn Center so an incubator that solely focuses on one industry would miss the opportunity to serve a diverse set of businesses. Most minority owned businesses in Brooklyn Center fall within three industry categories such as retail,

professional services, and health care. Across different industry classes small business

owners are experiencing the same challenges which include finding affordable retail &

office space, market visibility and professional development.

The Innovation & Catalyst Center will establish a stronger partnership amongst workforce providers to actively collaborate and innovate workforce development services to increase job training, placements and increase career outcomes. The center will address the gap in services left by the closure of the Department of Employment and Economic Development workforce office. The Catalyst Center will house ACER's headquarters and provide a central location and place of synergy for workforce development organizations and provide affordable office space to service-based micro and small businesses.

If successful, the first two years of support offered by the two workforce centers planned by COPAL and ACER will help stabilize between 1,900 - 2,200 families and individuals, uplifting immigrant communities out of poverty. This is representative of an approximate investment of $2,250 per individual. Through culturally specific coaching, and the development of a network of referral partners, ACER and COPAL will: Support at least 500 workers in securing employment with benefits, 80% of these jobs will be at wages at or above $15, including benefits,35% or more of these jobs will be in the healthcare industry. ACER and COPAL are seeking additional investment of $4.9 million dollars over two years to coordinate a response to these economic pressures facing the Latinx and African communities.

The property is within an opportunity zone and the adjacent property has been acquired by The City of Brooklyn Center. It is critical that this property becomes owned and operated by a local organization. ACER in partnership with The City of Brooklyn Center are engaged in ensuring the opportunity zone benefits the current residents and business owners.

ACER has grown to become a leading voice on commercial real estate activities initiating and providing the cities of both Brooklyn Park and Brooklyn Center with feasibility studies centered on the cities purchasing key sites to develop into entrepreneur incubators in both cities. Due to the studies led by ACER, both cities have purchased those properties and are working in concert with ACER to develop the sites.

ACER's economic development goal is to create a local entrepreneurial ecosystem that will position existing Immigrant and BIPOC businesses to grow equal to their counterparts, prepare the groundwork to invite new businesses to develop through cooperatives and incubation programs, and increase ownership of commercial property.

This proposed project and the funding requested is the right size of opportunity for ACER to continue to expand on its work and dedication to equitable development. Additionally, ACER has a solid group of consultants like NEOO Partners, NEXUS Community Partners, IC Consultants, and Push Strategist LLC who all work with ACER to refine and develop specific entrepreneurial projects and curriculum.

(4,000 characters)

Describe how the project helps to further equitable outcomes and reduce disparities in economic opportunity. ***Refer to the evaluation explanations and data profile as you answer this question.***

Brooklyn Center is a community of more than 30,849 residents and more than 888 businesses. Located in the Northwest Metro of the Twin Cities metropolitan area, the city is home to BIPOC majority residents that represent a diverse ethnic and cultural background. Sixty percent of Brooklyn Center residents identify as a person of color, and 1 in 4 residents speaks a language other than English at home. Brooklyn Center's diversity makes it a distinctive and vibrant place.

The diversity in Brooklyn Center does not stop at its residents. The City's business community is home to large fortune 500 companies such as Wal-Mart, but also has a well-diverse selection of locally culturally respective owned businesses that serve the community directly.

As the most diverse city in the State of Minnesota, Brooklyn Center is dedicated to creating an environment that is centered around diversity, inclusion, and innovation. Brooklyn Center has diverse micro-businesses, locally owned, a person of color-owned, women owned,

and immigrant owned. Businesses and local business organizations have identified the

need for affordable and flexible spaces for new small businesses and entrepreneurs. There is also a need for technical assistance and coordinated programming that brings businesses and entrepreneurs in the community together to share services and grow their businesses.

The African Diaspora and BIPOC community are our base, and we know our community understands complex issues and know their needs and strengths best. We work towards elevating the voices of our community in every avenue. We build bridges between the community and decision-makers so that our base's knowledge and expertise inform and shapes policies that impact them.

The community surrounding the project/property represent a low wealth population which is 70.5% BIPOC, and much of that percentage are Black and African Immigrants (39.2%). The area is also represented by most renters 57% vs homeowners. In addition, the unemployment rate in this area at 5.4% is 3.4 percentage points greater than the region.

Immigrants in Minnesota play a crucial role in the economy despite glaring inequities, and the cumulative effects of these inequities during the COVID-19 pandemic necessitates a coordinated response. As the pandemic developed, studies show that Black, Indigenous and People of Color (BIPOC) communities are most negatively affected because of existing inequities. These studies indicate that communities of color, especially the African and African American communities are the two worst affected groups by every metric.

The COVID health crisis has shone a light on how much these conditions have worsened. This can be seen through alarming trends relating to job placements, education, workers' rights, and wealth inequities. Post peak crisis, thousands of our community members will remain underemployed, and will require support in finding jobs, exploring new industries, seeking compensation from past employers, and building wealth.

All these factors have driven ACER and other partners to develop concepts for business incubators located in Brooklyn Park and Brooklyn Center, to address the immediate and long-term economic challenges and opportunities of the African community and our communities.

This proposal is in addition to ACER's joint 2022 proposal with COPAL for the establishment of two workers' centers. ACER and COPAL are entities that fill both needs within the African and Latinx communities to address immediate and long-term economic issues. The reality is that immigrants come to this country, oftentimes risking their lives, to seek a better life and contribute to the productivity of the nation. This proposal provides a far-reaching resource to workers, laborers, and entrepreneurs to support them today, while also equipping them with the tools to realize their dreams of economic stability and prosperity.

(4,000 characters)

Density and Intensity

What is the FAR (Floor Area Ratio) of the building?	20.4
If your project includes housing, what is the DU/AC (Dwelling Units per Acre)?	0
Please list how many parking spaces you will include per unit and/or per square foot of commercial/office space and note if the spaces will be surface, underground, or structured.	There are 142 parking spaces between the two parcels and the parking lots are surface lots. There are 18 units - that is potentially 7 parking spaces per tenant. The total square footage of the building is 30,877 - which equates to 217 square feet per 142 parking spaces. (500 characters)

Development Outcomes

Describe how the project will increase density or activity at the site.

The Innovation & Catalyst Center at the Shingle Creek Center aims to be a hub for community engagement, innovation, and business growth. Its strategy for increased activity is twofold:

The renovation of Units 6096 and 6064 into the Innovation & Catalyst Center and a food hall, respectively, ensures a diversified and intense utilization of the space. The food hall, drawing inspiration from prominent food markets, especially BIPOC and immigrant cuisine representing the constituents of the communities nearby, becomes a magnet for food enthusiasts, families, and professionals, thereby increasing foot traffic. The Innovation & Catalyst Center itself will be home to entrepreneurial workshops, co-working spaces, and offices, meaning a constant influx of entrepreneurs, job seekers, and professionals during all working hours, and is a boon to the community in both times of economic prosperity as well as hardship, since growth and development of business is a perpetual aim for entrepreneurs.

By repurposing a majority BIPOC strip mall, the project not only ensures preservation of an existing structure but gives it a renewed purpose that aligns with community needs. Sustaining and modernizing this space safeguards local businesses and offers additional amenities, drawing both locals and visitors. This also corresponds with what research that tells us about the aesthetics of structure being crucial in attracting visitors as well as facilitating positive moods and prosocial interactions. With the project renewing both the

interior and exterior of the property, we expect an increase in both the quantity as well as the vivacity of those who visit.

(2,000 characters)

Describe how the project will add retail, commercial space, or housing types in the area to help meet the needs of existing and/or future residents.

This project is stablizing existing retail and commercial spaces in this area. In addition, adding even more opportunties to incubate BIPOC businesses by the creation of the entrepreneurial and workforce centers. These additions will ensure existing and/or future residents will have affordable access to wealth building opportunities. This project will help to decrease the number of underemployed or unempolyed residents. And, this project will sustain two parcels into the community's ownership for years to come.

(2,000 characters)

Describe how the project makes it easier for people to walk, bike, or roll to and from the site and/or if the project will connect to existing trail networks.

The project site's proximity to the Brooklyn Center Transit Center (BCTC) is a major advantage. Here's how it connects:

Metro-Transit Accessibility: A short distance (approximately half mile), and directly along both walking paths and bus routes from the Brooklyn Center Transit Center - a hub where multiple local bus routes converge, including the rapid transit Metro C Line - the Shingle Creek Center is located, effortlessly accessible by public transit. The frequent bus routes, especially route 722 which has stops directly in front of the project site, ensure constant connectivity throughout the northwest suburbs. The addition of the Blue Line Light Rail Extension will further connect the business center to the greater metro, as there are numerous routes that mutually engage multiple LRT stops as well as the Brooklyn Center Transit Center further expanding accessibility to the Center to the Community writ large.

Furthermore, the Shingle Creek Trail and other adjacent pathways link essential areas like Centennial Park, Brookdale Library, and the Brooklyn Center Community Center to the project site via various networks of walking and biking paths and trails. These trails ensure those opting for walking, biking, skating or rolling can easily access the Center and its multitude of offerings

(4,000 characters)

Describe how the project helps to further equitable outcomes in access to services and amenities. *Refer to the evaluation explanations and data profile as you answer this question.*

The project ensures equitable access by being strategically positioned next to the Brooklyn Center Transit Center (BCTC). This direct access to multiple bus routes, including the rapid transit Metro C Line, ensures all demographic groups, especially underprivileged minority groups, of who are overrepresented both as residents of Brooklyn Center and as riders of public transit, have seamless connectivity to essential services, job opportunities, and amenities both within the Center and across the city.

Beyond local public transportation, the Shingle Creek Center will have put in 30+ permanent bike stalls lining the entrance, providing places to park bikes safely and securely. Perhaps the largest program for increasing equitable access to transportation is through collaboration the Innovation and Catalyst center intends on initiating with Brooklyn Center Community Development and the Brooklyn Center Community Center. These organizations operate in the same building only 2 blocks from the Shingle Creek Center, providing an exceptionally convenient placement for organizing partnerships between these organizations, sending clients to where they will be best served. We are hoping that we can implement a bike rental program along with a transportation voucher program that can be used at the community center, Community Development Center, and Innovation and Catalyst Center alike Not only will such programs decrease reliance on personal vehicle use amongst clients, it will also foster important partnerships in this area, and created continued alignment of broader community-based goals.

(4,000 characters)

Project Outcomes: Environment and Livability

Environment and Livability Details

Environmental Requirements

Are there local environmental requirements that apply to the project site?

Building Standards

Is the project following green design guidelines and/or meeting a green building standard?

No

Open Space

Is the project creating open space?

No

Briefly list the nearest local or regional parks and/or trails and distance from the project.

The nearest regional trail is the Shingle Creek Regional Trail, of which connecting walking paths begin directly in front of the project site, across the Shingle Creek Parkway, less than 200 feet away and connect directly to the Trail about 750 feet in. This trail connects to a network of other paths, trails, green space, and waterfront including Shingle Creek, Centennial Park, 5 baseball diamonds, an outdoor ice rink, and numerous fields.

(1,000 characters)

Environment and Livability Outcomes

Describe how the project will make it easier to get to local and regional parks and trails. ***Think about the physical design of the site and/or partnerships for park programming.***

The Shingle Creek Center connects directly to the Shingle Creek regional trail which beyond connecting to Centennial Park in the North, also leads directly into Lion's Park, Shingle Creek Park, and Creekview Park and the Bubble Bridge Trail toward the South and Southeast. The project site offers safe and direct pedestrian routes from the Center to these trails. Partnerships with local park agencies can be fostered to ensure regular maintenance, proper signage, and promotional activities encouraging residents to use these green spaces, and The Shingle Creek Center will foster cooperative relationships with Park agencies and the city of Brooklyn Center by requesting permits to host events within the parks green space. Such community events can draw residents from multiple adjacent residential areas (rather than only the nearest neighborhood situated directly West of the Shingle Creek Center). This will facilitate the centers tenant-businesses to engage with the community and draw bridges to new clients and customers, further connecting and elevating the community in which the Center is situated.

(4,000 characters)

Describe how the project will minimize greenhouse gas emissions.

Through the multitude of means the Center will promote public transit ridership, the project inherently reduces reliance on personal vehicles, leading to decreased carbon emissions. Furthermore, the renovations this project entails will all mandate designs that incorporate energy-efficient systems. Examples of this include, green roofing, sustainable construction materials, economical lighting, circuitry, heating and cooling. The materials that go into any construction in this building and any overhaul of building processes (plumbing, HVAC, electrical, etc.) will abide by the EPAs Green Building Standards and be in accordance with contractors capacities to create environmentally friendly designs, at the least, maintaining and inevitably over time, reducing the carbon footprint of the building.

(4,000 characters)

Describe how the project is conserving natural resources. Consider

- **sustainable site design**
- **reuse of an existing building or building materials**

Given that the building does not require extensive demolition, there's an immediate conservation of resources. Less demolition means reduced waste and less need for new materials, which directly contributes to the conservation of natural resources. The energy and emissions associated with demolition processes and transportation of waste to landfills are mitigated. Additionally, repurposing the building as it stands avoids the need for sourcing new building materials. This not only conserves resources like wood, stone, metal, and other raw materials but also reduces the carbon footprint linked to the manufacturing and transportation of these materials.

The installation of low-flow faucets and toilets during replacements conserve water in addition to building systems to collect and store rainwater, allowing for non-potable use.

Project renovation will introduce natural lighting including skylights in foyers, harnessing natural light, and reducing need for artificial lighting during the business hours. A less construction-intensive implementation are light shelves, which can be built within current units to reflect natural light more deeply into units. Due to the property’s East facing position, individual storefronts would benefit significantly from such additions. When these are not feasible, energy efficient lighting systems, highly reflective paint varnishes and colors, efficient HVAC, and other means of reducing the demand for electricity will be used.

Creating a green roof is a long-term goal and would aid in the management of stormwater while also increasing aesthetics. A living roof provides insulation, reduces the heat island effect, and aids in managing stormwater, leading to energy savings and water conservation. Contractor appraisal would determine whether both rainwater reuse systems and a green roof are useful in combination.

Incorporating these strategies not only conserves natural resources but also leads to operational cost savings.

(4,000 characters)

Describe how the project will minimize negative environmental impacts on people who will live and/or work at and around the site.

The project can employ eco-friendly construction practices, reduce noise pollution through design interventions and timelines and ensure green spaces and shading around the site are not harmed. Proper insulation, efficient HVAC systems, and maximized natural light can ensure a healthier environment for occupants and visitors. Given the distance from residential areas as well as from the street, this project will not impede traffic, nor will it cause noise pollution as the renovative work will occur almost entirely within the building itself in vacant units. A massive parking lot ensure that contractors will have ample space to park and store tools and equipment that will not interfere with maintaining adequate space for any of the current tenants and their visitors. Finally, contractors will have empty units to work in, ensuring safety from

obstruction or other hazards caused by congested areas. When tenants' units undergo renovation, the project will allow these businesses to temporarily occupy adjacent vacant units as any work order necessitates.

(4,000 characters)

Describe how the project will further equity outcomes in access to greenspace and/or address environmental sustainability in places where residents have been most impacted by environmental harms. *Explain the environmental harms and/or barriers to accessing greenspace present in the project area.*

This project's close proximity to trails and parks inherently addresses some of the environmental risks associated with commercial areas, especially those located near the intersections of major freeways. For this reason, the construction involved in any part of this project will include an environmental assessment to determine that all measures are taken to ensure that nearby residents, as well as Center patrons and tenants are protected from local environmental harms, and that any renovation goes to all lengths to prevent the addition of environmental risk. It's crucial to ensure these spaces are inclusive, well-maintained, and safe. Collaboration with environmental organizations may be initiated, focusing on ensuring an equitable distribution of green amenities and addressing longstanding inequities in accessing the nearby green space.

Perhaps the most direct effect this project can have on improving equity and access to environmental justice is by creating a Center that flourishes with businesses and services that would otherwise force residents onto highways and into congested areas of environmental risk. People from all around will have centralized access to food courts and ethnic cuisine; daycare & after-school facilities, collaborative workspaces, recreation zones, economic development workspaces; retail, including locally owned pharmacies, convenience stores, bookstores, and tech repair centers; community education spaces and more.

This center has the capacity to connect numerous neighborhoods of Brooklyn Center via greenspace trials, and even more neighborhoods beyond Brooklyn Center through comprehensive bus routes. If this project succeeds, it will foster travel via environmentally sustainable means, reducing environmental harm, not simply of the Shingle Creek Center, but of the entire area in which it exists.

(4,000 characters)

Community Need

What specific, identified need does this project address? Who benefits and how from the project? *Explain how the need was determined and who benefits now and in the future.*

ACER works side-by-side with an engaged base of hundreds of community members to develop innovative policy and practice solutions to eliminate the Northwest Suburbs well-documented disparities in education, employment, health, housing, small business, and wealth creation that affect African immigrants and other BIPOC communities.

ACER's daily work comes out of our committee and advisory board structure. The committees and advisory boards make decisions on what projects, issue campaigns or work will take priority. This ensures that our most impacted community members are the ones with the decision-making power. The groups meet monthly to continually make decisions on how to move things forward. Decisions that merit a Board vote are brought from this level to the Board level for a final vote. Committee and advisory board participation is open to all community members, and this ensures that we maintain an open and inclusive environment. This leadership structure means that at any given time we are actively organizing to address the issues that our community and constituency base has prioritized as being the most important to them and the organization is kept accountable for the work overall.

ACER in partnership with The City of Brooklyn Center are engaged in ensuring the opportunity zone benefits the current residents and business owners. Lastly, in the future this development will have its ownership become 100% community owned and managed. IBWIG and other investors from the community will eventually own the full property, which is the ultimate goal.

The community surrounding the project/property represent a low wealth population which is 70.5% BIPOC, and much of that percentage are Black and African Immigrants (39.2%). The area is also represented by most renters 57% vs homeowners. In addition, the unemployment rate in this area at 5.4% is 3.4 percentage points greater than the region.

If successful, the first two to three years of support offered by the center planned by ACER, IBWIG and others will benefit and help stabilize between 1,900 - 2,200 families and individuals, uplifting immigrant and BIPOC communities out of poverty. This is representative of an approximate investment of $2,250 per individual. Through culturally specific coaching, and the development of a network of referral partners, ACER will: Support at least 500 workers in securing employment with benefits, 80% of these jobs will be at wages at or above $15, including benefits, 35% of these jobs will be in the healthcare industry. ACER seeking additional investment of $2 million dollars over two years to coordinate a response to these economic pressures facing the African and BIPOC communities through entrepreneurship and cooperative development supports.

ACER and its partner COPAL MN (Comunidades Organizando el Poder y la Accion Latina) have coordinated a response to the economic pressures facing the Latinx and African communities in our region. Two workers' centers will be created as part of this collaboration, each center will focus on Latinx and African immigrant communities and their unique needs. Capitalizing on the recent surge in popularity and capacity for remote and virtual services, these centers will be a critical resource for immigrants.

(4,000 characters)

What steps is the City taking to address local inequities? Consider the intended impacts of

- **relevant local policies**
- **efforts to implement more equitable development practices**

City of Brooklyn Center has been implementing more equitable development practices by hiring local orgnanizations and consultants in developing a more equitbale investments of City dollars to support African, Latinx, Asian, Indigenous and women owned businesses.

In addition, the City, using an equity lens in addressing historical segregation by providing a mix of complimentary uses within easily accessible distances that promote access, living wage jobs and entrepreneurial opportunities, a range of housing stock of different scales including both affordable and market rate products, and accessible spaces for public gatherings, community building, and cultural expression.

(4,000 characters)

Community Engagement

Describe the community engagement process to date. Include

- **dates of events**
- **organizations involved**
- **techniques used to include community in the process**
- **how the process is tailored to the community the project is intending to serve**

Explain how the engagement has informed the project. ***Use the project data profile tool or other relevant sources to discuss how engagement reflects the community the project is intending to serve.***

ACER and IBWIG, other partners like COPAL, will continue to develop community engagement efforts to occur right after the successful purchase of the two parcels. The engagements will mirror the previous engagement and community leadership processes created and lead by ACER for the Blue Line Extension engagement process (2015-2017), the CULTIVATE engagement effort along the Blue Line extension supported by McKnight Foundation and Hennepin County (2018-2021) and the Brooklyn Park Placemaking process (2017-2018).

Starting in 2015, ACER noticed that all the market data reports created by the governmental agencies were NOT tracking or reporting on any of the existing micro BIPOC businesses who were operating along the line inside of office buildings. These businesses were operating in non-commercial/non-conducive spaces due to a lack of commercial spaces and affordable spaces for micro-businesses.

ACER began holding discussions with local micro and small businesses to talk about their needs and opportunities. These owners mentioned they did not want to be operating in office spaces but that the landlord(s) provided the only avenue for start-up they needed. The office spaces being offered were 1. Affordable rents 2. tailored spaces via tenant improvements, with no cash needed upfront and 3. Spaces in proximity to like-minded and culturally similar businesses. However, these buildings hide our businesses, reducing the micro business' ability to make sales, grow and move on to a commercial space.

In 2019, Hennepin County conducted a GIS study and again did NOT track the micro BIPOC business community. During this time CULTIVATE was created and ACER was selected to assist with the Blue Line Extension process. ACER was in partnership with Neighborhood Development Center, The Alliance, and Springboard for the ARTS to complete the large community engagement project using art as a mechanism for engagement.

By 2021, ACER was hired by both the City of Brooklyn Park and the City of Brooklyn Center to conduct feasibility studies. One study resulted in Brooklyn Park purchasing an abandoned strip mall called the Northwind Plaza with the goal of developing a business entrepreneurship center. At the same time Brooklyn Center was working with ACER and other partners around an Entrepreneur Market Plaza which will be part of the Opportunity Zone Project. In both cases ACER and partners developed community-based steering committees to assist in the engagement process for both projects.

Community, ACER, business owners, and partners began to realize the work to date still did not address the lack of wealth building efforts like community ownership of commercial properties and lack community-controlled investments.

ACER and the community which included business owners decided to begin to take actions to learn about community investment trust, employee-owned and real estate cooperatives. The first step was to raise money towards purchasing property with the community. In 2021, ACER applied for DEED Targeted Community Captial dollars and DEED Main Street dollars to begin the goal of supporting community-led, community-owned efforts. This project is a part of this vision and workplan.

The community surrounding the project/property represent a low wealth population which is 70.5% BIPOC, and much of that percentage are Black and African Immigrants (39.2%). The area is also represented by

most renters 57% vs homeowners. In addition, the unemployment rate in this area at 5.4% is 3.4 percentage points greater than the region.

(4,000 characters)

How is the community engagement tailored to the project's need and context? Including but not limited to

- **The scope of the project**
- **Existing relationship between the team and the project area**
- **Who has been historically excluded from decision making in the project area**

ACER and its fellow organizations work yearly to lift the voices of this area to identify areas of inequity, uncovering foundational policy impacts which they, with community, identify and work towards dismantling inequitable development policies and practices.

ACER serves the Northwest Suburbs cities of Brooklyn Park, Brooklyn Center, Bottineau LRT Corridor, and Maple Grove. ACER engages and serves the African Diaspora and BIPOC residents living in the north and northwest suburbs of Minneapolis to advance equity for the community. ACER works side-by-side with an engaged base of hundreds of community members to develop innovative policy and practice solutions to eliminate the Northwest Suburbs well-documented disparities in education, employment, health, housing, small business, and wealth creation that affect African immigrants and other BIPOC communities.

From April 2015 to September 2017, ACER implemented community engagement and organizing efforts centered on Affordable Housing and Business Engagement. By 2017, ACER, with the leadership of the community, developed a Tenants Rights effort. Also in 2017, ACER began to work with Jannie Seibure on deeper business engagement. Jannie was a strong emerging community leader, at that time, who is now the Chair of the IBWIG Cooperative.

In 2018, ACER and Jannie organized the business' and met many times with the staff of Brooklyn Park and Brooklyn Center. Businesses within those office buildings were becoming concerned about potential displacement/eviction. Part of the outcomes of these joint and intersectional conversations moved The City of Brooklyn Park to add an Ethnic Market into the 2040 Comprehensive Plan. The community and ACER have used this addition in the plan as a leveraging point to meet the community's vision.

In 2021 to 2022, ACER lead the engagement of the city's opportunity site and coordinated and facilitated an opportunity site taskforce, a group of 15 community members. Also, ACER has been engaging BIPOC business communities in the Northwest suburbs for over 8 years. In partnership with The St. Paul River Foundation, Hennepin County and other partners hosted place making events, focus groups, community meetings, and pilot corridor tables to hear from BIPOC businesses on the inequities that have been existing prior to the pandemic and during the pandemic. This location is where businesses were hit the hardest, and faced evictions, and came together and organized; to stop said evictions amid the pandemic. Listening to these businesses and hearing the predatory landlord practices, and the lack of affordable commercial spaces, is what has led to this acquisition process. Businesses are experiencing displacement currently has over 20 businesses have been given notification to vacate in 60 days (May 31st), in need of this acquisition right now.

(4,000 characters)

Project Team

Describe the project team. List

- **Who is on the project team**
- **The roles each team member will play**

The project team is made up of:

Nelima Sitati Munene, Executive Director of ACER. Nelima will be the final approval manager for all decisions related to this project. Nelima seeks approval from the ACER board. Nelima provides oversight of all partner and city relationships.

Denise Butler, Director of Economic Development. Denise will be the project manager of the project. Denise will make all day-to-day decisions on the project. Denise will determine timelines and approve all award draws, project activities, and monitor the timelines, milestones, and all city permit approvals/county approvals. Provides oversight of all contractors. ACER now has a staff member who is being trained and will be in the position of providing Grant/Contract Compliance for ACER.

Grant/Contract Compliance Staffer, will work with ACER leadership. This position will be responsible for submitting all withdrawal requests, documentation and filing, and tracking the full project process to ensure all requirements are addressed.

Jannie Seibure, Chair of IBWIG Board of Directors, Co-Owner of Project. Jannie will be working in partnership with ACER and Nelima to ensure the project meets the approval of IBWIG. Works with Denise Butler, Director of Economic Development and Nelima Sitati Munene, Executive Director of ACER.

Julie Kimble, Real Estate Broker/Developer. Julie has been assisting with the negotiations, comparisons, and purchase agreement for ACER. Julie will remain a resource to the team.

Barbara Hall, project consultant. Barbara assist ACER in development projects, from funding, identifying the capital stacks, providing oversight of contractors on project. Works with Denise Butler, Director of Economic Development.

Isabel Chanslor, project consultant. Isabel will assist ACER in developing the plan for the entrepreneurial programming and design of workspaces. And provide input on the food hall. Isabel will also continue to raise dollars for program aspects of the project. Works with Denise Butler, Director of Economic Development.

Teshite Wako, project consultant. Teshite is an accountant and will assist ACER in setting up the contract compliance system. The system ensures all grant and contract requirements are tied to payments and withdrawals. Works with Denise Butler, Director of Economic Development and Nelima Sitati Munene, Executive Director of ACER.

(4,000 characters)

Is there a defined team workplan and process for working together? If yes, please describe it.

This team does not have a defined process to work together. We do have a natural workflow. We know our roles. However, as this project comes to fruition, a team workplan will be necessary and will be developed.

(2,000 characters)

Will this project have a subrecipient agreement? Yes

Describe how the city (or other government partner) is financially contributing to the project. If the city is unable to contribute financially, explain why.

With its limited resources, the City has committed discounted land to ACER and IBWIG.

(2,000 characters)

Explain how the team was designed to best consider the priorities of those most impacted by the project and least represented in public process.

The team is all Woman and 99% are Woman of Color from BIPOC communities. Each of us has a connection to the most underrepresented ethnic and cultural groups in Minnesota. The majority are skilled community organizers and activists. The majority have been working with and within the most underrepresented communities for their whole careers. Our team's commitment to inclusion, community leadership, community voice, policy change, systems change, transformational change, equity and wealth building is clear from our associations, resumes and bodies of work.

We feel strongly that this team is unique as we are 100% Woman leading a major site acquisition and renovation of this central community driven project.

This team is sensitive to the City of Brooklyn Center's demographics, low wealth realities, challenges facing micro businesses, challenges facing immigrant businesses and housing equities.

ACER is the leading 15-year-old action-based community organization working to uplift and amplify the community's voice to build power for systemic change that advances racial and economic equity in our communities. Our vision is a transformed system, free from racial and economic inequities where African Diaspora and BIPOC communities can thrive and lead prosperous lives. Our areas of focus: 1. Civic Engagement, 2. Health Equity, 3. Economic and Community development, and 4. Housing Justice. Our service area is the Northwest suburbs of the Twin Cities where a large population of African immigrants' live. An estimated 4,500 African immigrants live here, hailing primarily from Liberia, Somalia, and Nigeria.

The African Diaspora and BIPOC community are our base, and we know our community understands complex issues and know their needs and strengths best. We work towards elevating the voices of our community in every avenue. We build bridges between the community and decision-makers so that our base's knowledge and expertise inform and shapes policies that impact them.

(4,000 characters)

Equity Approach

Describe how your project is intentionally addressing equitable outcomes. *If it is not, enter N/A.**

ACER is an action-based community organization developing sustainable policy solutions that address concerns impacting the African community, creating access to education, jobs, health, housing, and the

means to build wealth.

ACER, in partnership with the Ignite Businesswomen Investment Group Cooperative (IBWIG), two Black women-led organizations based in Brooklyn Center and Brooklyn Park, have formed the Brooklyn Village's, LLC to purchase, own and operate a retail mall in Brooklyn Center. The site will house the Innovation & Catalyst Center, the existing 16 tenants, and 32 businesses from the IBWIG's membership.

The property is within an Opportunity Zone and the adjacent property (Target building) has been acquired by The City of Brooklyn Center. The project is in an area identified as an area of environmental justice concern and is home to many low-income residents with an income of 75% or less than the regional average.

The business incubators, the community desires, like this proposed Shingle Creek Center, will focus on providing a holistic response to the great needs that have been articulated by microbusiness owners and the underemployed in our communities. The incubators will:

- Provide needed conducive, right sized commercial space that is currently lacking for businesses to operate in.
- Provide affordable and equitable commercial space.
- Provide continued technical assistance and training to ensure the sustenance and long-term success of the businesses.
- Create a pathway for future cooperative ownership by the community.
- Establish a pathway for generational wealth creation that is lacking in communities of color.
- Provide workforce development and advancement in key growth fields.

This investment will result in the direct support of over two hundred businesses being incubated and supported every five years.

In the current landscape many organizations that serve our community provide direct services that help people subsist daily. This proposal will seize an opportunity by developing long-term future investments in our communities that will begin to lift people out of poverty and create generational wealth among the most disenfranchised in our communities. We believe Microbusinesses play an important role in our city and are a critical engine in the economic success of our cities. The Brooklyn’s has some of the highest disparities among BIPOC communities.

By providing these services and resources, this proposal will be a positive force of change for thousands of people for years to come. The incubators will help stabilize hundred families and individuals, uplifting immigrant communities out of poverty.

(4,000 characters)

Grant Request & Project Funding

Uses for the LCDA Grant Funds

Use	Detail of Use	LCDA $
Preservation and Rehab: Site and exterior improvements; interior improvements and communal space; upgrades to building systems to improve energy efficiency	$5,469,148.80 of the total project funds for site acquisition. 3.4M for renovations/1.1M for FF&E	$600,000.00
Community Engagement: Continued community engagement or design workshops		$0.00
		$600,000.00

Funding Sources

Source Type	Amount	Description	Status of Funding	Est. Commitment Date
Owner Equity - Co-Owners IBWIG Cooperative	$160,000.00	Owner Equity - Cash on Hand	Committed	On hand
Owner Equity - Co-Owners ACER	$105,148.80	Owner Equity - Cash on Hand	Committed	On hand
Private Foundation - Margaret Cargill	$300,000.00	Foundation Grant	Committed	Cash on Hand
Loan - Sunrise Bank	$2,500,000.00	Loan	Committed	Approved
Loan - Shared Capital/MMCDC	$2,404,000.00	Loan	Committed	Approved
LCDA Request	$600,000.00	Grant	Committed	Pending - Not committed - drop down did not work.
State of MN DEED - Grant	$3,000,000.00	State appropriation - Capital Use	Committed	Bill passed - Awaiting contract
DEED Targeted Community Capital Grant	$921,486.00	Grant	Committed	Approved, Contract Completed
	$9,990,634.80			

Funding Notes

Add any additional information you want us to know about your project financing.

(1,000 characters)

2023 Attachments

Attachment	Description	File Name	Type	File Size
Parcel Map (from Make-a-Map; compressed PDF)	Parcel map of 6000 and 6050 Shingle Creek Center	parcel Map.pdf	pdf	1.8 MB
Aerial View (from Make-a-Map; compressed PDF)	Aerial Map of 6000 & 6050 Shingle Creek Center	aerial Map.pdf	pdf	4.3 MB
Overview Map (from Make-a-Map; compressed PDF)	Overview map of 6000 & 6050 Shingle Creek Center	overview Map.pdf	pdf	8.1 MB
Grant Requested Activities Plan	ACER and IBWIG Grant activities plan.	ACER and IBWIG Grant Activities Plan.docx	docx	15 KB
Detailed Site Plan	Site Plan of Brooklyn Village's LLC - Innovation & Catalyst Center (ICC)	ACER Brooklyn Village's SCP Overview 6.27.23 (1).pdf	pdf	305 KB
Renderings	Rendering of Opportunity Zone area. Designed for City of Brooklyn Center. 6000 & 6050 Shingle Creek Center two parcels are inside of the Opportunity Zone.	MasterPlan_Revised-01.15.2020(BCOpportunitySitePlan) (1).pdf	pdf	3.9 MB
Stormwater Management Plan (only if requesting funding for stormwater management)	Not required.	ACER - attachment Not required.docx	docx	12 KB
Resolution of Local Support	Resolution of support	Signed Resolution ACER.pdf	pdf	181 KB
Before Photo	Photo of property.	PXL_20230814_172808802 (1).jpg	jpg	2.7 MB
Optional renderings/images (optional)				
Excerpt of any relevant small/station area plans (optional)				
Appraisal (only if requesting site acquisition funds)	Not required.	ACER - attachment Not required.docx	docx	12 KB
Completed Equitable Development Scorecard (optional)				
Other (optional)				

Applicant Certification

By checking this box you agree that you, the named applicant, have read the information presented in the application and that all information is correct to the best of your knowledge. As the named applicant you are responsible for the information presented in the application and agree that the application will be evaluated on the information you present. *	Yes

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Krystin Eldridge, Associate Planner

SUBJECT: Resolution Accepting Livable Communities Demonstration Account (LCDA) Funding Grant for New Generations LLC - Veterans Housing

Requested Council Action:

- Motion to approve a resolution accepting Livable Communities Demonstration Account (LCDA) funding grant from Metropolitan Council.

Background:

On March 27, 2023, the City Council approve a resolution of support for a Development grant through Metroplitan City Council's LCA Grants. The attached resolution would authorize us to award the funds to the associated cost with the development.

Livable Communities Act (LCA) grants are awarded to communities that participate in the Livable Communities Program in the seven-county metro region. Through four different grant programs, LCA grants help communities achieve development goals that create more housing choice, support living wage job creation, and connect jobs, housing, transportation and regional amenities to create a more equitable region.

Each of the four LCA programs have a different focus.

- Livable Communities Demonstration Account (LCDA) supports development and redevelopment projects that link housing, jobs and services, and use community and regional infrastructure efficiently.
- LCDA - Transit Oriented Development (LCDA-TOD) grants are focused on high density projects that contribute to a mix of uses in TOD-eligible areas.
- The Tax Base Revitalization Account (TBRA) helps clean up contaminated land and buildings for subsequent development. These grants are intended to provide the greatest public benefit for the money spent, strengthen the local tax base, and create and preserve jobs and/or affordable housing. TBRA has three different funding opportunities: Contamination Cleanup, Site Investigation, and SEED.
- The Local Housing Incentives Account (LHIA) helps expand and preserve lifecycle and affordable housing, both rented and owned. LHIA applications are submitted through the Minnesota Housing Super RFP, as opposed to directly to Met Council.

New Generations LLC is proposing 31 units for the corner of 1500 69th Ave N. It will be an affordable housing development with all units under 50% AMI and 27 under 30% AMI. New Generations target demographic are veterans and individuals experiencing homelessness and those with physical or mental disabilities. The development will include commercial space, spaces focused on health and well-being, youth

programming, and a youth-led coffee shop. Metropolitan Council has approved $1,000,000 to New Generations, to be administered the City staff with reimbursement of exhausted funds for dates between December 13, 2023, and December 31, 2026.

Budget Issues:

Inclusive Community Engagement:

Project will support Black, Indigenous and People of Color businesses and a BIPOC Developer

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Strengthen and diversify business development and housing, Community Centered

ATTACHMENTS:

Description	Upload Date	Type
Resolution Accepting Funds for LCDA Development Grant for New Generations	1/29/2024	Resolution Letter
Resolution Identifying Need - New Generations LLC	1/26/2024	Backup Material
LCDA Development Grant Agreement - New Generations LLC	1/26/2024	Backup Material
Application	2/5/2024	Backup Material

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION ACKNOWLEDGING AWARDED FUNDS FOR LIVABLE COMMUNITIES ACT LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT FUNDING AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS FOR NEW GENERATIONS LLC

WHEREAS, the City of Brooklyn Center, Minnesota was a participant in the Livable Communities Act ("LCA") Local Housing Incentives Account Program for 2023, as determined by the Metropolitan Council, and was therefore eligible to apply for Livable Communities Demonstration Account ("LCDA") funds; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's LCA initiatives during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of LCA grant funding; and

WHEREAS, the City has identified proposed projects within the City that meet LCDA purposes and criteria and the proposal submitted by New Generations LLC for a project located at 1500 69th Avenue North is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has traditionally supported grant applications by agreeing to act as legal sponsor for the project; and

WHEREAS, the City Council of the City of Brooklyn Center, Minnesota formally identified the need for Livable Communities Demonstration Account funding and authorized City staff to submit on behalf of the City an application to said account for New Generations LLC on March 27, 2023 and under City Council Resolution No. 2023-48; and,

WHEREAS, the City-supported New Generations LLC development at 1500 69th Avenue North was ultimately awarded $1,000,000 in LCDA grant funds on December 13, 2023; and

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

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

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

1. The development proposed by New Generations LLC and for 1500 69th Avenue North contains components for which LCDA funding was awarded and:
    a. Will not occur solely through private or other public investment within the reasonably foreseeable future; and
    b. Will occur within the term of the grant award two years for Development grants) expiring December 31st, 2026.

2. It authorizes its City Manager to accept the awarded funds on behalf of the City for the application for the Fall 2023 funding cycle for Metropolitan Council Livable Communities Demonstration Account grant funds, for the project components identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

February 12, 2024
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.

Member Butler introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-48

RESOLUTION IDENTIFYING THE NEED FOR MINNESOTA DEVELOPMENT LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS.

WHEREAS, the City of Brooklyn Center has identified New Generations LLC the Developer's development project located at 1500 69th Ave N, Brooklyn Center, MN 55430 meeting Livable Communities Demonstration Account purpose and criteria and is consistent with and promotes the purposes of Met Council Development Livable Communities Demonstration Account; and

WHEREAS, the City has the institutional, managerial, and financial capability of adequately manage a Met Council Development Livable Demonstration Account grant; and

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

WHEREAS, the City acknowledges Met Council Development Livable Demonstration Account grants are intended to fund development projects through Development work.

WHEREAS, only a limited amount of grant funding is available through Met Council during each funding cycle.

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

1. Finds that it is the best interest of City goals and priorities for the following proposed Met Council Development Livable Communities Account project to occur at this time particular site as this particular time.

New Generations LLC

2. Finds that Met Council Development Livable Communities Demonstration Account Project components(s) for which Met Council is sought:

a. Will not occur solely through private or other public investment within the reasonable foreseeable future; and
b. Will occur within the term of grant award of two years, only if Met Council funding is made available for this project at this time.

RESOLUTION NO. 2023-48

3. Authorizes the Economic Development Coordinator to submit on behalf of the City an application for Met Council Development Livable Communities Demonstration Account grant funds for the Met Council project components identified in the application, and to execute such agreements as may be necessary to implement the Development Project on behalf of City.

March 27, 2023
Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member and Jerzak
upon vote being taken thereon, the following voted in favor thereof:
Butler, Graves, Jerzak, Kragness, Lawrence-Anderson
and the following voted against the same: None
whereupon said resolution was declared duly passed and adopted.

Application

19435 - 2023 LCDA Development - Final Application

19646 - New Generations LLC- 1500 69th Ave
LCDA Development

Status:	Submitted	**Original Submitted Date:**	08/14/2023 9:30 AM	**Submitted By:**	Vong Thao
		Last Submitted Date:	10/27/2023 10:16 AM	**Last Submitted By:**	Victoria Yepez

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:*	Mr. Pronouns	Vong First Name	 Middle Name	Thao Last Name
Title:*	Senior Project Manager			
Department:	Planning and Economic Development			
Email:*	vthao@ci.brooklyn-center.mn.us			
Address:*	25 West Fourth Street Suite 1300			
*	Saint Paul City	Minnesota State/Province	55102 Postal Code/Zip	
Phone:*	651-266-8557 Phone			Ext.
Fax:				
What Grant Programs are you most interested in?*	LCDA Pre-Development			

Organization Information

Name:*	BROOKLYN CENTER, CITY OF
Jurisdictional Agency (if different):	
Organization Type:	City

Organization Website:

Address:* 6301 SHINGLE CREEK PKWY

*	BROOKLYN CENTER City	Minnesota State/Province	55430 Postal Code/Zip

County:* Hennepin

Phone:* 763-569-3320 Ext.

Fax:

Primary Grantee Information

Grantee Type* City

City in which the project is located* Brooklyn Center
If the city name does not appear in this list, contact the appropriate LCA program coordinator.

If more than one governmental entity is collaborating on this application, please explain and list the names of all participants 500 characters

Does the city where the project is located have an adopted Fair Housing Policy?* Yes

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

Contact name* Vong Thao

Mailing address* 6301 Shingle Creek Parkway Brooklyn Center MN

City* Brooklyn Center

Phone* 763-569-3301
Do not enter punctuation (enter as "6515551212")

Email address* vthao@brooklyncentermn.gov
After entering this information, click SAVE in the Command Bar at the top of the screen.

Developer Information

Organization name	Street address	City, state, zip			Contact name	Phone	Email
VY Management LLC	7900 Telegraph Rd	Bloomington	MN	55438	Victoria Yepez	651-210-7800	victoria@vymgmt.com

Other Project Contacts

Name	Title	Organization	Street address	City, state, Zip			Phone	Email
New Generations LLC	Program Director		1500 69th Ave	Brooklyn Center	MN	55430	612-558-8915	jcochran@newgenerationsllc.com

Project Description

Address or Intersection of Project* 1500 69th Ave, Brooklyn Center, MN 55430

Describe the proposed development project. *You will be asked about past or future phases in the next section. Do not describe past or future project phases here.* *

The Community Corner will provide 29 one-bedrooms and two studios, affordable at rent levels between 30%-50% AMI, targeting Veterans and individuals experiencing homelessness that may have physical or mental disabilities (27 units affordable at 30% AMI or below & 4 units affordable at 50% AMI or below. This mixed-use 4 story development will be one single building, with ground floor commercial space and an entire 4th floor dedicated to amenity space themed around health & well-being. The Community Corner's commercial space will be composed of the following: 5,055 SF of commercial space for a workforce center that provides vocational rehabilitation services and career resources to the community and future residents, 2,140 SF space for youth programming, and 1,060 SF for a youth lead coffee shop. New Generations is partnering with Intentions, a 501c3 nonprofit organization whose mission is to partner with the community to provide quality programs for youth and their families. Intentions will run the youth lead coffee shop & space for youth programming. The project will incorporate over 6,000 SF of amenity space and outdoor space for tenant use creating a safe space for people within the housing community to congregate and connect, centered around health and well-being. This project serves to be the first on the corridor that aligns with the City's 2040 goals and new zoning code. The City wants to increase walkability and promote small local retail shops. This project looks to reshape traditional deeply affordable housing by mimicking the quality of market rate. The Community Corner will create equitable outcomes through housing, workforce, and youth programming, connecting the tenants and the community with resources will be at the core of this project.

(2,000 characters)

Project Phasing

Were there previous phases to this project (that occurred before the three-year grant period)?* Yes

Describe how the previous phase(s) contributed to the current phase.

The Community Corner stands as a newly constructed mixed-use development that combines affordable housing and commercial space. The existing setup involves two structures—a single-story office building and a 4-unit apartment—that will be demolished. Situated at 1510 69th Ave, the 4-unit building currently houses three tenants, whom we are committed to assisting in relocating once the project commences. A comprehensive relocation plan is in place, all of which has been factored into our budget. The acquisition of this site took place in May 2023, strategically integrated into the broader development plan. This decision

was made to enhance housing density and align with the City's zoning code parking requirements, contributing to the overall project's feasibility. Located in a neighborhood that saw the tragic incident involving Daunte Wright in 2022, this site represents a corridor in need of revitalization. Importantly, the project site is not situated within a designated historic

(2,000 characters)

Will there be a separate future phase to the project (that will occur after the three-year grant period)? *

No

Planned Housing Mix

Housing: # of Units	# bedrooms	Affordability	Tenure (own or rent)
2	Studio/efficiency	Affordable below 30% AMI	Rent
4	One BR	Affordable @ 31-50% AMI	Rent
25	One BR	Affordable below 30% AMI	Rent

Housing Totals

Total Units Planned on Site

31

Housing Details

Fair Housing Marketing Plan

Is there a Fair Housing Marketing Plan for the proposed project or will one be in place before marketing?

Yes

Who will be the property manager for the project?

The Schuett Companies will be the property manager partner for The Community Corner.

Housing Choice Vouchers

Will Tenant Based Housing Choice Vouchers be accepted by the project?

Yes

Income Averaging

Does the project include income averaging?	No
Are you preserving and/or rehabbing existing affordable housing?	Yes

Describe the risk of these units no longer being affordable. Consider

- **New market rate developments and/or rising rents in the project area**
- **Signs of cultural displacement**
- **Recent displacement of residents near the project**

The 4-unit complex situated at 1510 69th Ave is currently occupied by three residential tenants. The property was sold by an owner-occupant who sought to relocate following civil unrest after Daunte Wright's tragic incident. We recognize the potential for market rate rent conversion when a property enters the market. In our commitment to upholding affordability, we acquired this property, thus expanding our capacity to offer a greater number of deeply affordable units. To address this transition, we've included a comprehensive relocation plan in our financial planning. To prevent displacement, we've allocated funds to cover the rent difference over a 5-year period and all associated moving costs. Our collaboration with both tenants and The Schuett Companies (Property Manager) aims to ensure that current tenants secure superior housing accommodations.

The current landscape, with increasing interest rates, is leading many investors holding affordable rental properties to sell. Subsequent buyers will likely need to raise rents due to higher interest rates, potentially displacing tenants unable to afford the higher rent rates. An example of this trend is Humboldt Court at 6813 Humboldt Ave, located just steps away from our project site, which was recently listed "off market.

(4,000 characters)

Describe the extent of the rehab or remodeling needed on the existing building.

The project is a new development. The project site contains two addresses 1510 & 1500 69th Ave Brooklyn Center, totaling 1.03 acres. Both sites are adjacent to each other. The site, 1510 was acquired by J & k Legacy Properties (Entity owned by the Sponsor/Guarantor) in May of 2023. The site 1500 69th has been owned by New Generations for more than 24 months. Both sites will be conjoined and reacquired by a TBD legal entity (entity related to Sponsor/Guarantor) for the development of the Community Corner. No site work has taken place however, within the next 12 months we plan to demolish both buildings, prep the site and start construction.

(2,000 characters)

Housing Outcomes

Describe how the project will create or preserve affordable housing.

We are bringing 31 equitable units with 27 of the units affordable at 30% AMI to a disadvantaged group and community that will remain affordable for 40 years, this is per MHFA's funding contract and our project team's commitment to affordability.

Targeting Veterans and individuals that are experiencing homelessness or may have physical or developmental disabilities. To accommodate the demographic all 31 units will be built to “Type A” design standards. Touchstone (WBE owned) provides culturally specific services, hiring people of color to reflect the population of the person(s) served in the community. Targeting individuals who are homeless or living in placement settings by working directly with coordinated entry, CADI case managers and multiple social organizations. Throughout their 40+ years of experience they have provided an innovative, person centered approach fostering hope and wellbeing in the communities they serve.

We envision creating sustainable, affordable, quality living space for Veterans and individuals within the following populations:

People with Severe substance abuse disorder(s)

People with mental illness leaving treatment

People Experiencing Chronic Homelessness

By creating housing that is affordable and having a service provider on site that can provide culturally appropriate services to individuals that need them. We will create opportunities for individuals to live independently and engage with the community. We plan to change the narrative by setting a new standard as to how affordable housing should look and bring value back to the community.

(2,000 characters)

Describe how this project is helping to meet the city's affordable housing goal. *The affordable housing need number is in the interactive online data tool.*

According to LCA Project Data Profiles there is a need for 103 housing units that are affordable at 30% AMI in Brooklyn Center. In our Tract only 9.9% of housing units are affordable at 30% AMI and according to Metropolitan Councils, 2016 housing stock estimate no publicly subsidized units for people with disabilities existed in Brooklyn Center. Therefore, there is a need in the community for affordable housing. Within our tract 70.5% are people of color and 37.5% of households are cost burdened, which is 10.4% higher than the region's average. Only 9.9% of the housing stock is affordable to households at or below 30% AMI indicating a dire need for deeply affordable housing at 30% AMI.

As previously mentioned, Humboldt Court, positioned at 6813 Humboldt Ave just a short distance from our project site, has recently been listed without being publicly marketed. This situation raises concerns about a potential market-oriented transformation, which could result in the displacement of existing tenants unable to meet market-level rents. Our endeavor involves establishing enduring deeply affordable housing, underscored by a 40-year commitment to affordability. We're operating in an environment where property owners in the vicinity are inclined to sell, a sentiment tied to the aftermath of the civil unrest surrounding Daunte Wright's tragedy. This trend is also evident in the sale of 1510 69th Ave, where the seller's decision was notably influenced by the same civil unrest, thereby adding another layer of uncertainty regarding a possible shift toward market-rate rentals. Its is evident that the Community Corner aligns with the City's affordable housing goals.

(2,000 characters)

Describe how the project provides housing for people who face barriers accessing safe, affordable housing.

We are developing housing specifically designed to serve marginalized groups, including veterans, individuals with physical or mental disabilities, and those experiencing homelessness. Our primary focus is on individuals with incomes at or below 30% of the Area Median Income (AMI). The Community Corner project will be located in an area where 70.5% of the population consists of people of color, and approximately 43.2% of homeless veterans identify as people of color. Within this area, 37.5% of households are also burdened by high housing costs.

To address racial disparities, our team is implementing a comprehensive set of policies and strategies that encompass all levels of the company and development process. This begins with a flexible tenant selection

plan, maintaining affordable rents at or below 30% of AMI, implementing an affirmative action plan, offering culturally specific services, and accepting housing subsidies. We've also taken steps to empower the demographic we're serving by assembling a development team that reflects and represents the community, ensuring equitable outcomes. The Sponsor/Guarantor (New Generations LLC), Developer (Victoria Yepez), and Architect (Mobilize Design) are all individuals of color with experience working directly with the targeted populations.

Our overarching goal is to form partnerships with other organizations that share The Community Corner's objectives. We're actively engaged in discussions with DEED, Brooklynk, & Hennepin County, exploring collaboration for workforce development in Brooklyn Center. Additionally, we seek support from key figures such as Jeffrey Lunde, our district's commissioner, Senator Hoffman, and April Graves. The Community Corner project revolves around bringing strategic partners to the table who can contribute value and equity to the revitalization of the Daunte Wright Community.

(4,000 characters)

Describe how the project best meets the needs of future residents. Consider

- **project design**
- **programming for residents**
- **project location**

The Community Corner was designed from within, as our core development team are people of color who have experienced adversity and can relate to the demographic we are serving. Intentionally building affordable equitable housing in a tract where 70.5% of the community are people of color and 37.5% are cost burdened. We have Incorporated units that have income limits at or below 50% AMI which provides flexibility for tenants if their income fluctuates. Empathizing with key stakeholders and collecting data from our community engagement sessions ensures that we are building what the future residents and community members need. We have received feedback around project design, timing, progaming, and affordability from key stakeholders. Forming strategic partnerships with other organizations, such as Intentions, LISC, Touchstone that work within the community to provide services that align with future residents is also a part of our strategy. LISC, our community engagement partner, has since conducted two community engagement sessions around the project concept and design.

Based on feedback around accessibility from our engagement sessions we have decided to make all units “Type A” accessible which will broaden the outreach of individuals we can house. On the 4th floor we have concluded that we will have a “health and wellness” theme.

Our aim is to design a space that fosters well-being and vitality. Recognizing that our intended audience might face challenges related to mental or physical health, establishing an environment that promotes healing is of paramount importance. This area will encompass amenities such as a fitness center, communal gathering spaces, an outdoor garden, and as we progress with more inclusive engagement involving key stakeholders, we will refine this space further.

Incorporating a workforce center on the ground level of the development, coupled with vocational rehabilitation services, will create a pathway towards economic opportunities and stability for both future residents and members of the community.

Through a partnership with Touchstone, an organization committed to nurturing hope, health, and well-being for individuals with mental illnesses, we're collaboratively shaping an inclusive atmosphere. Together, we're striving to establish an environment that embraces and validates all individuals. Touchstone's leadership is dedicated to enhancing cultural competence across their organization, offering tools and training for working with individuals with limited English proficiency, and strengthening internal pathways for employee recruitment and retention. The synergy between future residents and staff is pivotal in crafting a welcoming space that fosters a sense of belonging and community.

Our collaborative efforts with community partners, coupled with diligent outcome measurement, will serve to monitor and address any disparities in housing outcomes. This strategy ensures that future tenants have equitable access and their voices are not only heard but valued.

(4,000 characters)

Explain how you will keep affordable units affordable for a minimum of 15 years.

The Community Corner is fully committed to a 40-year term of affordability. This pledge will be established through a deed restriction, aligning with the requirements of other funders, such as MHFA. Moreover, this commitment resonates deeply with the core mission of the development team—to forge an equitable, sustainable, and affordable housing venture that enriches the community it serves. By forging strategic alliances with MHFA, Hennepin County, Met Council, and distinct municipal funding sources, we are poised to uphold affordability for four decades. We've secured 8 VASH vouchers from Metro HRA and garnered a commitment from Hennepin County Housing Support to furnish subsidies, reinforcing our ability to maintain affordability. In this project, a permanent mortgage won't be in place, and all debt will be deferred without the burden of payment, thus furthering our ability to sustain affordability. Our operating budget dedicates an annual sum of $24,000 to augment our service budget, guaranteeing adequate tenant services. Through a 4D property tax designation, we secure a 40% tax deduction. Additionally, the integration of solar power will offset common area utility costs and reduce greenhouse gas emissions. To preserve affordability thorough project feasibility planning has been undertaken. By expanding on our partnership with the Metropolitan Council, our project is positioned for successful completion.

(2,000 characters)

Describe how the project helps to further equitable outcomes and reduce disparities in housing access? *Refer to the evaluation explanations and data profile as you answer this question.*

In order to further equitable outcomes and address racial disparities, our team has formulated a comprehensive set of policies and strategies that will be integrated across all levels of the company and the development team. We're starting with a flexible tenant selection plan, maintaining affordable rents that range from 30%-50% of the Area Median Income (AMI), implementing an affirmative action plan & Fair Housing Marketing Plan, offering culturally specific services, and accepting housing subsidies.

Furthermore, we've taken steps to empower the demographic we're serving by assembling a development team that mirrors and represents the community it serves. The Sponsor/Guarantor, New Generations LLC, the Developer, Victoria Yepez, the Service Provider, Touchstone Mental Health, and the Architect, Mobilize Design, are all individuals from diverse backgrounds and possess extensive experience working with the specific populations we're targeting. Our overarching objective is to establish strong collaborations with other organizations that share The Community Corners' goals.

We're actively engaged in discussions with DEED, Brooklynk, and Hennepin County to align our efforts for workforce development in Brooklyn Center. Gaining the support of individuals such as Jeffrey Lunde, our district's commissioner, Senator Hoffman, and April Graves is crucial. The core mission of The Community Corner revolves around forging strategic partnerships that can contribute value and equity to the revitalization of the Daunte Wright Community.

Brooklyn Center boasts a tenant resource guide and a tenant protection ordinance, which halts any changes to lease terms for a 90-day period upon the sale of a property with 3 or more units. This provision allows tenants ample time to relocate. Violation of this ordinance by a new owner incurs responsibility for relocation expenses. Unlike a crime-free drug-free lease addendum requirement, Brooklyn Center's housing regulations result in fewer obstacles for housing access.

Schuett Companies, our chosen property management partner, is a family-owned business specializing in the management of affordable housing. We joined forces with Schuett due to their adaptable approach in implementing a tenant selection plan that doesn't create entry barriers for housing. Their grasp of compliance matters and cultural sensitivity further solidified this partnership. The imperative was to have a property manager aligned with our vision of accommodating residents from diverse cultural backgrounds, demonstrating understanding and adaptability to help establish accessible and equitable housing.

(4,000 characters)

Permanent Full-Time Jobs

Job Title	Job Category	New or Retained	Annual Wage	# Jobs, this Job Title	Full-time jobs at a Living Wage
Youth Lead Coffee Shop (Intentions)	Management (11-0000)	New FT job	Under $55,500/year	2.0	0
Intentions Programing	Business and Financial Operations (13-0000)	New FT job	Over $55,500/year	2.0	2.0
Youth programming (Intentions)	Community and Social Services (21-0000)	New FT job	Under $55,500/year	3.0	0
			Under $55,500/year	0	0
Workforce Center (New Generations)	Business and Financial Operations (13-0000)	Retained FT job	Over $55,500/year	2.0	2.0
Workforce Center (New Generations)	Community and Social Services (21-0000)	New FT job	Under $55,500/year	6.0	0
			Over $55,500/year	0	0
			Over $55,500/year	0	0
New Generations LLC (Regular Operations)	Business and Financial Operations (13-0000)	Retained FT job	Over $55,500/year	14.0	6.0
			Over $55,500/year	0	0
Touchstone Mental Health	Business and Financial Operations (13-0000)	Retained FT job	Over $55,500/year	2.0	2.0
Touchstone Mental Health	Personal Care and Service (39-0000)	New FT job	Under $55,500/year	2.0	0

Permanent Part-Time Jobs

Job Title	Job Category	New or Retained	Annual Wage	# Jobs, this Job Title	Part-time jobs at a Living Wage
Youth Lead Coffee Shop (Intentions)	Food Preparation and Serving Related (35-0000)	New part-time jobs	Under $55,500/year	12	0
Schuett Companies (Property Manager)	Management (11-0000)	New part-time jobs	Under $55,500/year	1	0
New Generations	Personal Care and Service (39-0000)	Retained part-time jobs	Under $55,500/year	11	0

Calculated Totals

Total Full-Time Jobs (Permanent)	33
Total Jobs (Permanent)	57.0
Total Part-Time Jobs (Permanent)	24.0
Total Living Wage Jobs	12.0

(Permanent)

Economic Opportunity Details

Does the City have hiring and procurement goals for hiring local workers and/or disadvantaged businesses?

Yes

Commercial Space

Does this project include commercial, industrial, or office space?

Yes

How many square feet?

8255
SQFT

Have you secured any tenants for the commercial, industrial, or office space?

Yes

Who will be located in the space?

New Generations LLC (100% BIPOC owned) will occupy and run the workforce center (5,055 SF), Intentions a local non profit will occupy and both space for youth programming and a youth lead coffee shop (2,140 SF & 1,060 SF).

(500 characters)

If you are preserving jobs, what is the risk of those jobs going away without this project?

The Community Corner is set to generate new employment opportunities while also safeguarding current jobs. It is projected that approximately 78 jobs will be retained during the building's construction, and we are committed to adhering to the Davis Bacon and prevailing wage regulations to ensure fair compensation for workers. Our general contractor, Doran, will collaborate with local disadvantaged business enterprises (DBE's) to enhance their capabilities.

Among the preserved positions are those held by members of the development team, including BIPOC-owned DBE's like VY Management LLC, New Generations LLC, Mobilize Design & Architecture, and Renewable Energy Partners. Additionally, our partners, namely Doran Construction, Schuett Companies, and Touchstone Mental Health, will also contribute to job preservation. Given the current economic climate, local disadvantaged business enterprises (DBEs) face an elevated risk of shutting down.

To further enhance employment prospects, a workforce center will be integrated into the commercial area, overseen by New Generations. We are actively establishing strategic alliances with local businesses, organizations, and political figures such as DEED, Brooklynk, Hennepin County, Commissioner Jeffrey Lunde, Senator Hoffman, and April Graves. The goal is to establish an equitable workforce center that offers well-paying jobs across various industries. Our nonprofit partner, Intentions, will also furnish employment services, expecting to create 14 new positions through a youth-led coffee shop initiative in collaboration with Brooklynk. This will subsequently open up additional employment avenues for young individuals through guidance and supplementary training.

(4,000 characters)

Economic Opportunity Outcomes

Describe how the project is going to support economic opportunities for residents in the project area or living/working in the future development. Including but not limited to

- **Jobs or job training created through the project**
- **How the business model supports wealth building**
- **The long-term goal of the project**

Do not describe housing outcomes in this section.

An integral aspect of the Community Corner's design involves including an on-site workforce center. Within this center, New Generations LLC (a 100% BIPOC-owned Disadvantaged Business Enterprise) will expand its range of services to encompass Vocational Rehabilitation, career counseling, training, and employment assistance for both community members and residents. By collaborating with local small businesses and entrepreneurs, their aim is to facilitate the alignment of local individuals' skills with suitable job opportunities. The primary goal is to address the needs of underserved groups within the community, providing them with customized career resources and training to promote fairness in outcomes. Establishing a local workforce center within a 5-minute walking distance of numerous residences aims to enhance employment prospects in a community where the unemployment rate is 5.4% within that area.

We have established a partnership with Intentions (100% BIPOC-owned WBE), a nonprofit organization dedicated to offering high-quality programs for both youth and their families. As part of our initiative, they will play a pivotal role in creating job opportunities through a youth-managed coffee shop that will be seamlessly integrated into the development. Utilizing the coffee shop, Intentions will harmoniously integrate their program, which imparts essential employment readiness skills to young individuals, nurtures character development, instills ethical values, opens avenues for youth employment and entrepreneurship, provides mentorship support, and equips participants with the skills needed to pursue their academic and professional ambitions. It's worth noting that Intentions places special emphasis on assisting at-risk youth in Brooklyn Center and Brooklyn Park, forging close partnerships with local schools. This collaboration holds significant importance, particularly given that over 70% of K-12 students in Brooklyn Center identify as belonging to diverse racial backgrounds.

Stable housing lies at the heart of various challenges, serving as a fundamental determinant for employment opportunities, health, education, community development, and numerous other factors. The connection between stable housing and employment is highly interconnected, as they mutually influence one another. The provision of 31 deeply affordable housing units in itself creates a pathway for accessing employment opportunities

(4,000 characters)

Describe how the project will create or preserve jobs and/or training opportunities in

- **environmental sustainability, technology, healthcare**
- **industrial fields local**
- **job growth priorities**

New Generations will provide vocational rehabilitation services, career, and employment services in the workforce center to the community and tenants. They will partner with local small businesses to meet their employment needs assisting with aligning local community members with jobs. Targeting underserved populations within the community to align them with the proper career resources and training to create equitable outcomes through employment opportunities within key industry sectors including but not limited to technology, environment, entrepreneurship, production,vocational rehabilitation, medical services & health care.

The Community Corner is expected to create 33 FTE equivalents from the commercial space alone and pathways for other employment opportunities. Within the tract 70.5% of people are people of color and New Generations specializes in creating culturally specific programming, specializing in the African American community, with 39.2% of people identifying as African American.

The Project will retain 78 jobs from the construction of the building, and in addition, it will have a positive impact on local employment, generating job opportunities within the community. It is anticipated to result in 22 FTEs distributed between the workforce center and the addition of extra staff members devoted to connecting tenants with necessary services.

New Generations takes on individuals eligible for DHS employment, reserving background assessments for those seeking a chance to contribute to the community anew. They firmly believe in harnessing the strength of peer support to provide hope and assistance to individuals who share similar life experiences. In our tract, the unemployment rate stands at 5.4%, notably higher than the City's rate of 3.4%. By establishing cost-effective supportive housing and establishing a workforce center capable of aiding both tenants and the wider community, we aim to rejuvenate this corridor, addressing disparities that currently prevail within the Community.

Our partner General Contractor, Doran, will collaborate with Renewable Energy Partners (REP), a local 100% BIPOC-owned enterprise specializing in environmental sustainability services. They will oversee the installation of solar panels and EV charging stations. A pivotal part of our strategy involves involving local BIPOC businesses such as REP, which in turn enhances their capacity and advances equitable outcomes.

Brooklyn Center is attuned to the significance of providing space for entrepreneurs within the city. As outlined in their 2040 plan, conventional retail spaces are on the decline, resulting in gaps and vacancies due to major retailers departing. However, this scenario also creates avenues for establishing small businesses and forming retail districts, aligning with the new zoning regulations. The city aims to encourage work/live environments and local employment for residents. With a projected growth of 2,200 new households in the next two decades, there will naturally be an increase in job opportunities. Industries such as production, distribution, repair services, education, and medical services are highlighted as primary sources of employment within the city. The Community Corner's workforce center and youth employment cafe, coupled with youth programming, will collectively promote current and future entrepreneurship, significantly bolstering local employment opportunities, with a primary focus on small businesses.

(4,000 characters)

Describe how the project helps to further equitable outcomes and reduce disparities in economic opportunity. ***Refer to the evaluation explanations and data profile as you answer this question.***

The Community Corner's commercial space will be composed of the following: 5000 SF of commercial space that will be a workforce center, 2140 SF of programming for youth, and 1060 SF for a youth lead coffee shop. New Generations is partnering with Intentions, a 501c3 nonprofit organization whose mission is to partner with the community to provide quality programs for youth and their families. Intentions will use the coffee shop to align with their programming teaching youth employment readiness skills, building character, moral values, creating opportunities for youth employment & entrepreneurship, mentorship support, and skills to pursue their educational and professional goals. Intentions emphasize working with troubled youth in Brooklyn Center and Brooklyn Park, partnering with local schools.

Intentions programming and partnerships aim to help youth and their families gain confidence and knowledge in 10 core areas of life. Targeting troubled youth in a corridor that was affected by the civil unrest that occurred after the killing of Daunte Wright helps bring Hope back to the community.

- Education
- Financial Literacy
- Self Awareness/Care
- Service Learning
- Health and Fitness
- Character Development
- Sparks Exploration
- Performing Arts Exploration
- Career Development and Exploration
- Family Support

The Community Corner's workforce center is strategically positioned in an area where there is a high concentration of people of color and disparities. Providing culturally appropriate employment & vocational

rehabilitation services will help revitalize the community and bring equitable opportunities back to the community.

The Community Corners commercial space will encompass both a workforce center & youth programming. Establishing a culturally specific workforce center in a tract where unemployment rates exceed those of the City, and where 70.5% of residents are people of color, is a method aimed at diminishing inequities that exist. Intentions will occupy space for both youth programming and a café. Their efforts are directed toward aiding at-risk youth in grades K-12, offering mentorship and guidance to families as they navigate various systems to establish stability. The youth coffee shop will serve as a platform for imparting employment skills and opportunities to young individuals. Through these partnerships the Community Corner will create long term impact for years to come.

As previously stated, our project team is composed of several BIPOC Disadvantaged Business Enterprises (DBEs), and this endeavor serves as a pathway for the up-and-coming development team. Beyond enhancing the capacity of the development team's DBEs, this project also creates equitable outcomes for the community we are serving, through sustainable affordable housing, workforce opportunities, and youth programming. The very essence of this project is grounded in the principles of equity, specifically designed to open doors for emerging BIPOC developers who have historically faced barriers due to limited predevelopment funding, guarantees, and experience. Our combined talents, resources, and culturally attuned insights form the cornerstone of the project's foundation. The Community Corner not only offers opportunities for wealth creation and ownership among our project team of emerging BIPOC developers but also paves a progressive pathway for their continued growth within this field.

(4,000 characters)

Density and Intensity

What is the FAR (Floor Area Ratio) of the building?	0
If your project includes housing, what is the DU/AC (Dwelling Units per Acre)?	3.13
Please list how many parking spaces you will include per unit and/or per square foot of commercial/office space and note if the spaces will be surface, underground, or structured.	31 STALLS (1 STALL PER DWELLING UNIT) -Surface level 16 STALLS (OFFICE SPACE) Underground 6 STALLS (COMMERCIAL Youth Programing) -Underground 8 STALLS (COMMERCIAL Youth Programing-Surface Level 17 STALLS (COFFEE SHOP) 78 TOTAL STALLS (500 characters)

Development Outcomes

Describe how the project will increase density or activity at the site.

The Community Corner will exceed the residential density of the census block group. The census block is 3.13 DU/Acre, while the proposed development is 31 Dwelling Units/Acre (Census block data from CNT.org

as outlined in EGCC Guide). We are aligning with the City and communities goal by bringing deeply equitable affordable housing, a workforce center and youth programming to the corridor.

The workforce center and youth employed cafe will maximize the job intensity within the tract, by not only maintaining jobs, but increasing the access to employment for future residents and community members. Whereas the existing space is currently used as office space by New Generations, this project along with strategic partnerships with the County & DEED will enable their expansion into employment & vocational rehabilitation services, which will overall provide increased activity and access to employment within the tract, to underserved individuals. We are accompanying that with deeply affordable housing to maximize the density of the site and align with City's future zoning goals for the corridor.

This project serves to be the first on the corridor that aligns with the City's 2040 goals and new zoning code. The City wants to increase walkability and promote small local retail shops. This project looks to reshape the landscape and create equitable outcomes through workforce, youth programming, and housing. Connecting the tenants and community with resources will be at the core of this project.

(2,000 characters)

Describe how the project will add retail, commercial space, or housing types in the area to help meet the needs of existing and/or future residents.

Emphasizing once again, the area we are serving is characterized by the following demographics: 70.5% are people of color, 37.5% of households are cost burdened, only 9.9% of household units are affordable at 30% AMI, 20.4% of households within the tract earn $1,250 per month or less, and higher levels of racial disparities in home ownership within the tract.

The commercial space in the building will encompass 8,255 square feet, making up approximately 18.44% of the total area. This space will be divided into three distinct purposes: a Workforce Center occupying 5,055 square feet, a Youth Programming Space covering 2,140 square feet, and a Youth-Led Coffee Shop spanning 1,060 square feet. These spaces will be accessible to both the community and the general public, which will increase activity around the project site. Given the predominantly residential character of the surrounding area, this project will extend commercial accessibility by incorporating a local workforce center and a youth-run café, thereby promoting connectivity for future residents and the nearby community.

Creating 31 units of deeply affordable housing, with 27 of those units being affordable at 30% AMI, is in direct response to a recognized need within the tract, as indicated by LCDA project profiles. These units will adhere to Type A design standards to ensure accessibility for individuals with potential disabilities. Furthermore, the project will integrate over 6,000 square feet of amenity space and outdoor areas for tenant use, designed with a focus on "health and wellness." This will serve as a secure gathering spot for members of the housing community to come together and interact. The space will also be employed for programming specifically tailored to residents' needs.

(2,000 characters)

Describe how the project makes it easier for people to walk, bike, or roll to and from the site and/or if the project will connect to existing trail networks.

The Community Corner encourages walking, bicycling and the use of transit, which are major goals for the City, thus creating developments that are aligned is a priority. Building design will play a key role in sustainability having accessible walkways, multiple entrances, outdoor lighting, and proper landscape are examples of the elements that need to be addressed in design to encourage walkability, transit use and bicycling. Within the project we understand that creating space for bicycle storage is necessary along with having adequate green space. Patio space will be located on the east and south sides of the building, allowing for public & resident recreation space. Energy efficient lighting on the exterior along with sustainable and esthetically pleasing landscaping will surround the building. Large glass windows and doors will surround the commercial space to ensure visibility and accessibility. The landscaping surrounding the project site will be designed with sustainable plants. We also plan to incorporate public culturally appropriate art, working with local artists for both the interior and exterior of the building.

We are incorporating "type A" units and elevator building all designed for accessibility, tailored to suit the needs of our target demographic which was brought up by key stakeholders from our community engagement sessions.

An express bus route is adjacent to the property and it's within a 5-minute walkshed around high frequency and express bus routes. To address transportation needs, Touchstone will coordinate with metro mobility services for tenants requiring transportation support.

In addition, 31 private bike stalls and 6 public bike stalls will be included in the design to encourage walkability and promote sustainable modes of transportation. The demographic the housing is servicing is expected to have minimal cars, although one parking stall per unit will be provided as required by the City.

(4,000 characters)

Describe how the project helps to further equitable outcomes in access to services and amenities. ***Refer to the evaluation explanations and data profile as you answer this question.***

The Community Corner provides great opportunities for both biking and the use of Metro transit. The project will be located on the corner of 69th ave and Humboldt across from a gas station and the shopping center housing various businesses. Surrounding the site are residential neighborhoods of single family homes and multi-family apartments. It is also located just a block away from the Brooklyn Center Police Dept and Brooklyn Center High School. The city sidewalk and bike paths lead directly to the Shingle Creek Regional Trail that offer connection to the prized Palmer Lake Park as well as a series of bike paths leading all the way through Minneapolis and beyond. We are incorporating public and private bike storage to encourage biking as a means of transit.

An express bus route is adjacent to the property and it's within a 5-minute walkshed around high frequency and express bus routes. It is also less than one block away from the Diversified job and activity center, which provides easy access to many different employment opportunities to the residents, one of which is Medtronic.

The project is conveniently located within the close proximity to the following; Value Foods African Market - 0.2mile, New Horizon Academy(child care center) - 0.1mile, Palmer Lake Park - 0.5mile, Evergreen Park - 0.6mile, Bus Stop (Humboldt Ave N & 69th Ave N) - 0.1mile, Brooklyn Center Police Department - 0.2mile, Brooklyn Center High School & Health Resource Center - 0.7mile.

New Generations LLC will expand their scope to provide Vocational Rehabilitation, career, training and employment services to the community and tenants. Intentions, our nonprofit partner's mission is to provide quality programs for youth and their families.Intentions will use the coffee shop to align with their program methodology that teaches youth the following: employment readiness skills, building character, moral values, creating opportunities for youth employment, mentorship support, and skills to pursue their educational and professional goals. Intentions emphasizes working with troubled youth in Brooklyn Center and Brooklyn Park by partnering with local schools, of which over 70% of students (k-12) in Brooklyn Center identify as people of color.

Bringing resources to the nearby community such as workforce and youth employment services will add value to the surrounding residences with 37.5% of households being cost burdened, making employment resources accessible to the surrounding community. In addition the Youth Cafe will provide jobs and place for community connections.

(4,000 characters)

Project Outcomes: Environment and Livability

Environment and Livability Details

Environmental Requirements

Are there local environmental requirements that apply to the project site? Yes

Briefly describe all applicable requirements.

We are constructing an area characterized by environmental justice concerns, indicating that marginalized communities, particularly those economically disadvantaged or belonging to minority groups, experience an unequal impact from environmental hazards, pollution, and adverse environmental conditions. With that understanding, we are creating inclusive housing and establishing access to resources like workforce and youth employment in a region marked by substantial disparities. It is our responsibility to surpass sustainability norms to promote fairness for forthcoming residents and the community. We are achieving this by surpassing MHFA's green community requirements, adhering to SB2030 standards, incorporating solar energy, photovoltaic water heaters, and electric vehicle charging stations and more. Our commitment to equitable outcomes extends to addressing environmental justice issues in places with high concentrations of marginalized groups. Brooklyn Center requires a park and dedication fee for development projects which helps support the creation or improvement of public parks and recreational facilities within the city. In the City's 2040 plan they outline the following goal:

> *The City Outlines: Community Image, Economic Competitiveness & Stability Goal to 2:*
>
> *Supporting the development of sustainable , resilient and accessible neighborhoods in the City center that reinforce the City's commitment to its diverse residents, neighborhoods and businesses.*
>
> *Encourage developers to incorporate innovative sustainable site design elements that introduces and reestablishes green space in the city center and adjacent redevelopment areas.*
>
> *Identify opportunities that incorporate green infrastructure into existing redevelopment areas of all types of development.*

(2,000 characters)

Building Standards

Is the project following green design guidelines and/or meeting a green building standard? Yes

Describe the green building standards including whether any certification will be pursued. As mentioned above The Community Corner is exceeding MHFA green communities requirements by triple the points they require. The building will be designed using SB 2030 standards, incorporating solar panels, EV Charging stations, smart tubing, photovoltaic water heaters, increased electrical capacity within units, using energy efficient & sustainable building materials. The project will comply with the requirements of Energy Star Residential New Construction Program through the 2. ASHRAE Pathway. Any risks that exist within the ground will be mitigated, furthering equitable practices around sustainability in areas where there are high concentrations of people of colors.

(1,000 characters)

Open Space

Is the project creating open space? Yes

Briefly describe any open space the project is adding.

The entire 4th floor of the project is designated as amenity space for the future residents consisting of 3,960 SF (8.8%) of outdoor deck space and 6,000 square feet (13.4%) of indoor amenity space. Our intention is to create a curated environment that prioritizes health and well-being. Given that our target demographic may face challenges related to mental or physical disabilities, it's essential to have a space that embraces healing aspects. This dedicated area will feature a gym, community gathering spaces, and an outdoor garden. In addition on the east and south side of the buildings patio space will be accessible for public use. Green landscaping will surround the building.

(1000 characters)

Briefly list the nearest local or regional parks and/or trails and distance from the project.

The Community Corner is located at 1500 69th Ave N, Minneapolis, MN 55430

Palmer Lake Park / Palmer Lake Environmental Nature Area
2800 69th Ave N, Brooklyn Center, MN 55430
0.5 miles from project site

Evergreen Park
7112 N Bryant Ave, Brooklyn Center, MN 55430
0.6 miles from project site

Centennial Park
6301 Shingle Creek Pkwy, Brooklyn Center, MN 55430
1.3 miles from project site

Shingle Creek Trail Park
Shingle Creek Trail Park, Brooklyn Park, MN 55443
2.2 miles from project site

(1,000 characters)

Environment and Livability Outcomes

Describe how the project will make it easier to get to local and regional parks and trails. *Think about the physical design of the site and/or partnerships for park programming.*

The Community Corner is surrounded by numerous residences, with the nearest point to Evergreen Park being 0.3 miles away from the project site. This is the driving force behind our endeavor to introduce accessible outdoor space surrounded by green landscape. Additionally, we are incorporating youth-oriented programming and an outdoor rooftop garden to enrich the corridor. By integrating deeply affordable housing with a rooftop garden, we extend green space access to forthcoming residents who have confronted substantial economic obstacles. Our partner, Intentions, focuses on youth programs and has extended collaborations beyond local schools, collaborating with park boards to utilize community spaces for youth-oriented activities, thus fostering green space utilization. With ambitions to expand, they aim to bring these programs to the project site, integrating youth employment opportunities through a youth-led cafe. Furthermore, they conduct workshops guiding and motivating young individuals on planting and cultivating wholesome food in local community gardens.

(4,000 characters)

Describe how the project will minimize greenhouse gas emissions.

The Community Corner was designed with sustainability in mind. Benefiting from convenient access to high-frequency transit within a 5-minute walk radius, secure bicycle storage, and proximity to employment and activity hubs, The Community Corner will support walkability and reduce reliance on automobiles, thereby curbing emissions of greenhouse gasses. Our sustainability objective within this project is to promote sustainable behaviors, diminish inequities, enable local employment opportunities, generate jobs, and decrease the necessity for vehicle commuting.

We're integrating environmentally conscious construction methods into the design, this entails the incorporation of solar panels, EV charging stations, adhering to SB 2030 standards, and exceeding MHFA Green Communities requirements. Allocating space for bike storage encourages alternative transportation methods, while ensuring a 5-minute walkshed enhances walkability. These combined efforts will collectively lead to reduced greenhouse gas emissions. All of this is to encourage sustainable practices, decrease disparities, empower working close to home, create jobs and decrease the need for driving.

By creating a mixed-use space that encompasses deeply affordable housing, workforce center & youth cafe we are doing three things; 1.) Creating opportunities for new jobs, while retaining jobs; 2.) bringing accessible-retail and services into the community; 3.) Cutting down on greenhouse emissions by creating the opportunity for people to drive less by using transit services, walking and bicycling. This will all be prevalent in the design of the building, which must encompass outdoor greenspace, accessible walkways, and LED exterior lighting. We will incorporate 31 private bike stalls into the design with 6 public bike stalls to encourage less driving.

(4,000 characters)

Describe how the project is conserving natural resources. Consider

- **sustainable site design**
- **reuse of an existing building or building materials**

The Community Corner aims to lead the way in sustainability within the corridor. In the project's scope, 21% of the site will be pervious, a requisite driven by the City's need for sufficient parking, given the existing 37% pervious surface on the site. To counterbalance this, we will partner with the local watershed district to secure a grant for storing rainwater runoff from the rooftop community garden, facilitating future reuse.

The landscape encircling the building and the community garden will contain indigenous plants that necessitate minimal maintenance. We intend to employ sustainable methods to maintain the greenspace within the project, complemented by natural cleaning agents for the common areas of the building.

Construction will adhere to SB 2030 criteria, incorporating elements like solar panels, electric vehicle charging stations, smart tubing, photovoltaic water heaters, enhanced unit electrical capacity, utilization of energy-efficient and sustainable construction materials, and adherence to MHFA's Green Communities Guidelines. We will address potential subsurface risks, advancing equitable sustainability practices in areas densely inhabited by individuals from diverse backgrounds. We are also committed to minimizing waste by recycling surplus materials from both demolition and construction phases.

(4,000 characters)

Describe how the project will minimize negative environmental impacts on people who will live and/or work at and around the site.

The Community Corners design is strategically tailored to minimize environmental impacts, ensuring a sustainable and healthful living and working environment for future residents and employees. Located in Qualified Census Tract (QCT) and an environmental justice area underscores the project's commitment to fostering sustainable living and working environments while addressing historical disparities. The project incorporates a range of sustainable features that collectively reduce its carbon footprint. The utilization of energy-efficient appliances, LED lighting, and advanced HVAC systems not only decreases energy consumption but also curbs greenhouse gas emissions. Furthermore, the integration of solar panels into the infrastructure harnesses renewable energy, decreasing reliance on conventional power sources and promoting a cleaner energy mix. Water conservation is paramount, with low-flow fixtures and rainwater harvesting systems contributing to a substantial reduction in water usage. Native landscaping not only beautifies the surroundings but also demands minimal water and upkeep, creating a harmonious blend of aesthetics and sustainability.

The project's location fosters reduced car dependency by being conveniently connected to public transportation networks and emphasizing walkability. This approach not only mitigates traffic congestion and associated emissions but also encourages healthier modes of commuting. Additionally, bike storage facilities support alternative transportation methods, promoting both physical activity and reduced pollution. The incorporation of a green rooftop garden enhances air quality, provides insulation, and serves as an urban

oasis that not only contributes to residents' well-being. Overall, the projects comprehensive sustainability measures resonate beyond its immediate scope, playing a pivotal role in nurturing an environmentally responsible lifestyle for both future residents and employees at the project site.

(4,000 characters)

Describe how the project will further equity outcomes in access to greenspace and/or address environmental sustainability in places where residents have been most impacted by environmental harms. *Explain the environmental harms and/or barriers to accessing greenspace present in the project area.*

The Community Corner is located in the environmental justice area & QCT, thus indicating that there are high areas of both poverty and people of color, with 70.5% of people in our tract being people of color and 37.5% of households being cost burdened. Bringing not only culturally specific affordable housing is important, but so is making sure it encompasses sustainability. This to us means constructing with sustainable measures, encompassing sustainable materials within the building, reducing greenhouse gas emissions, and an agile building that's flexible to changes in sustainability. We understand that in order to build in an equitable manner, we also have to look at all aspects which include prioritizing equitable access to a clean and healthy environment for all individuals, regardless of their socioeconomic status, race, or ethnicity. This approach seeks to address historical disparities and prevent further disproportionate exposure to environmental risks among marginalized communities.

Part of our sustainability process will encompass mitigating any risks that may have existed from previous years, this will help to clean up and address any racial inequities that may have existed around pollution and high concentrated areas of people of color. Our collaboration with Renewable Energy Partners (a BIPOC DBE) serves as an integral component of our sustainability strategy. Through their expertise, our sustainability team has guided us in navigating sustainable development, introducing inventive approaches that enhance the project's resilience.

Part of creating a resilient sustainable building is also looking ahead and making sure that we incorporate a design that is flexible to change. Part of that is using smart tubing which will enable us to update our wiring within the building as technology advances. In addition, each unit will have the electrical capacity to be 100% electric in the near future by providing enough power to each unit. Overall, design and community engagement are at the forefront of how we can create a resilient sustainable building.

Our project team is focusing on both sustainability and racial equity, our approach aims to address any prevailing environmental challenges while integrating sustainable construction practices into the design. This is particularly significant as the project is located in an area with a substantial concentration of people of color. Our plans encompass several key elements, including the implementation of solar technology, the provision of EV charging stations, adhering to SB 2030 standards, and following the MHFA Green Communities guidelines.

(4,000 characters)

Community Need

What specific, identified need does this project address? Who benefits and how from the project? *Explain how the need was determined and who benefits now and in the future.*

The conception of the Community Corner was shaped through the collaboration of various sources, including Community Engagement, alignment with the City's 2040 objectives, insights from additional funders, comprehensive market studies, and our project team's independent lived experience. Considering all gathered data, we've determined a need within the tract to cater to cost burdened individuals, provide workforce and youth services. We see

As mentioned earlier LCDA Project Data highlights the need for 103 housing units affordable at 30% AMI in the area. Within our designated tract, a mere 9.9% of housing units currently meet the affordability criteria at the 30% Area Median Income (AMI) level. Additionally, we are cognizant of the county-wide need for Veteran housing, as indicated by the MN Department of Veteran Affairs. We have been awarded 8 VASH vouchers from Metro HRA, and received a letter of support from the US Department of Veteran Affairs, affirming both the project's support and the need within this specific area. Extending beyond just veterans, the other 23 units will be affordable for individuals with income limits between 30%-50% AMI, with the majority of units affordable at 30% AMI. Central to our strategy is pairing these housing units with services that promote housing equity and aid in sustaining tenancy. Our service partner, Touchstone, strongly advocates a "person-centered" approach to care and planning. This approach ensures that each individual's unique needs are met through a customized plan for community integration. This approach encompasses identifying the person's strengths, goals, medical necessities, and requirements for both home-based and community-based services, all while considering their desired outcomes. By fusing culturally appropriate affordable housing and services, we believe we can achieve significantly improved outcomes, breaking down the barriers that often persist in housing, income, and racial disparities.

Youth programming plays a critical role in providing positive outlets that foster hope through mentorship, thus creating an equitable pathway for the future of the community. The community was impacted by the civil unrest that occurred from the killing of Duante Wright and trauma from the incident impacts our youth in ways that we can imagine. Part of our motivation in partnering with Intention is to restore hope among the community's youth, establishing a secure environment for them to vocalize their thoughts, thrive, and prosper.

The workforce center will be designed around cultural competency and create equitable access to employment services in a tract that has a higher unemployment rate than the surrounding region. We see long term impact for both future residents and the community through the project's workforce efforts in an area that is economically challenged.

Located in a region with a significant population of people of color, there is a need to foster employment and equal opportunities. The Community Corner will achieve this through the establishment of a workforce Center that offers vocational rehabilitation services. Furthermore, our youth-centered programming, facilitated by Intentions, will not only create employment prospects but also has the power to positively alter the trajectory of their future paths.

(4,000 characters)

What steps is the City taking to address local inequities? Consider the intended impacts of

- **relevant local policies**
- **efforts to implement more equitable development practices**

Brooklyn Center is actively adopting equitable development strategies by engaging local entities and experts to enhance the impartial allocation of municipal funds. This supports BIPOC, WBE, and DBE businesses, fostering a more just investment approach.Furthermore, the City employs an equity-focused approach to tackle historical segregation. This involves incorporating a diverse range of complementary functions within convenient proximity. This strategy encourages accessibility, living wage employment, and encourages entrepreneurship. It also encompasses a variety of housing options, including affordable and market-rate units, along with accessible areas for communal gatherings, community growth, and cultural representation. Brooklyn Center has proactively embraced an array of measures to promote equitable practices within the community. Several notable initiatives encompass:

- Affordable Housing Initiatives: Brooklyn Center has introduced policies fostering the creation of reasonably priced housing units. Such endeavors assure that individuals with varied income levels gain access to secure, high-quality housing, curbing economic segregation while nurturing neighborhood diversity.
- Community Engagement Strategies: Brooklyn Center actively involves residents, particularly from marginalized backgrounds, in soliciting input and feedback on policies and endeavors. This all-inclusive approach guarantees that the voices of the community are heard, guiding decisions with a profound grasp of the requirements and concerns of all residents, which is also evident in their 2040 plan.
- Economic Development for All: The city champions economic development initiatives that elevate businesses owned by minorities (DBEs) and entrepreneurs. This approach cultivates a diverse business ecosystem, contributing to a more even handed distribution of economic prospects.
- Non-Discrimination Ordinances: The city has implemented extensive non-discrimination regulations, barring bias based on race, gender, sexual orientation, religion, and other safeguarded attributes. These regulations ensure impartial treatment across housing, employment, public services, and communal aspects.
- Inclusive Hiring Practices: The municipal administration has adopted inclusive hiring strategies emphasizing diversity and equality. This involves actively recruiting individuals from underrepresented backgrounds in both municipal employment and contracted services. This drive aims to construct a workforce mirroring the community's diversity.

- Accessible Public Services: Establishing just access to public amenities remains pivotal. The city's policies prioritize the ease of use of public facilities, transport, and communal programs for those with disabilities. This framework establishes an environment where all can fully partake in civic life.

- Equitable Resource Allocation: Resource allotment seeks to rectify historical inequalities among neighborhoods. The city's approach is to channel investments into underprivileged areas, with the goal of fostering balanced opportunities for all residents.

- Educational Equity Policies: Collaborating with local educational institutions, the city is instituting policies that promote equality in education. This involves addressing disparities in achievement, supporting programs that cater to diverse learning needs, and ensuring access to quality education for every student.

These measures collectively mirror Brooklyn Center's commitment to redressing historical imbalances, nurturing inclusivity, and shaping an equitable community for all its residents.

(4,000 characters)

Community Engagement

Describe the community engagement process to date. Include

- **dates of events**
- **organizations involved**
- **techniques used to include community in the process**
- **how the process is tailored to the community the project is intending to serve**

Explain how the engagement has informed the project. ***Use the project data profile tool or other relevant sources to discuss how engagement reflects the community the project is intending to serve.***

Ensuring equitable development requires active community involvement, with the voices of the residents being integral to the project's evolution. To accommodate various schedules and provide options for those unable to travel, we organized two community engagement sessions, both held virtually and in person.

In our commitment to community engagement, we've partnered with LISC, an organization with significant experience in facilitating engagement sessions, particularly with people of color. They distributed over 200 marketing flyers throughout the community and leveraged social media for promotion. One advantage stemming from having a development team that has a background in the project area, was that we were able to easily relay information to target community members that are typically not included in the discussions around equitable development. We offered free food creating a warm environment that welcomed youth, local officials, Veterans, and people experiencing homelessness. Specifically collaborating with VA organizations, The City, and local schools aim to ensure that the demographic we're serving was well-represented in the sessions. Integral to our interaction with key stakeholders was the presence of the development team representing BIPOC backgrounds. This inclusion offered varying degrees of insight and ease within discussions.

Our first community engagement session was held on 04/17/2023, with approximately 20 attendees. While five were Veterans, we regrettably did not have any youth participants. The session attracted local community members, leaders from other organizations (such as BP Village), and one City Staff member. During the presentation, we covered an overview of the City's planning process, details about the proposed project and development team, as well as the design concept. The feedback received was overwhelmingly positive, with community members expressing support for the project and enthusiasm about the programming available in the commercial space. We also gathered valuable input related to fire safety, the optimal number of units for individuals with major physical disabilities, and the desire for an on-site gym. These insights will be seamlessly incorporated into our design by our architect partner. See our attached equitable development narrative in the attachments section for further details and feedback from residents.

In our tract there are few new developments that have taken place in recent years, in fact we are the first to align with the City’s vision around future zoning ordinances. We hope to inspire other developments and set

a standard as to what deeply affordable housing can look like. We are designing the project to meet the quality of market rate units with affordable rents.

(4,000 characters)

How is the community engagement tailored to the project's need and context? Including but not limited to

- **The scope of the project**
- **Existing relationship between the team and the project area**
- **Who has been historically excluded from decision making in the project area**

In addressing this question transparently, we approached it by first investigating the community's requirements rather than shaping the "project's needs" to fit. Our approach involved understanding the community's needs through thorough research, incorporating insights from the development team's experiences, market studies, and alignment with the City's objectives. Subsequently, we engaged key stakeholders in the community, those directly impacted by the project, to refine the project's concept and design according to the community's needs. The scope of project is defined below:

- Picking core development team members that can relate the community being served
- Evaluating the needs of the community through firsthand experiences, market analysis, and the City's objectives.
- Creating an initial project concept and design considering community needs, financial feasibility, and sustainability
- Engaging the community and key stakeholders to refine the project's design and concept
- Creating financial model outlining all funding sources that align with the projects concept
- Securing funding from various sources and finalizing the construction loan.
- Commencing and supervising the construction phase, incorporating culturally appropriate tenant improvements for the workforce center and youth space.
- Project stabilization & close on permanent financing
- Maintain project compliance, collaborating with both property management and service provider

New Generations LLC (Sponsor/Guarantor/Co-Developer), VY Management (Co-Developer), Intentions (Co-Developer) and Mobilize Design (Architect) are all owned by people of color and have and have experience working with the targeted populations. New Generations has operated its business in the project area since its conception over a decade ago. Julius Cochran, the owner of New Generations was also a prior resident of Brooklyn Center. Our team strives to foster partnerships with other organizations that align with equitable practices and create opportunities for marginalized individuals.

Historically BIPOC and DBE's have been excluded from the discussions around equitable development. With only 5% of real estate as a whole being owned by people of color in the US it's evident that they have also been excluded from decision making around equitable development, as owners are typically the decision makers behind development projects.

Community involvement in the development of affordable housing is not a new concept, but the involvement of people of color in those discussions is. The noticeable absence of marginalized groups in these discussions stems from inadequate engagement and representation within the development team. A fundamental truth emerges: individuals naturally gravitate towards those who share their background, fostering trust and understanding. This emphasizes the significance of internal development and representation within the development team, crucial for rectifying long standing inequities.

(4,000 characters)

Project Team

Describe the project team. List

- **Who is on the project team**
- **The roles each team member will play**

Sponsor & Owner/Co-Developer: Julius Cochran, an African American man, owns New Generations. New Generations, a 245d provider, possesses a decade-plus of expertise in aiding those with intellectual disabilities, mental health issues, substance use disorders, complex co-morbidities, and homelessness, including Veterans. They manage care and cultivate relationships with stakeholders, community partners, and natural support systems, all in service of their mission to provide person-centered care, promoting personal choice, happiness, and freedom from institutionalization. New Generations is set to deliver vocational rehabilitation, career, and employment services within the workforce center for both the community and prospective residents.

Co-Developer: Victoria Yepez, the sole owner of VY Management LLC, is a BIPOC woman with African American and Peruvian roots. An emerging developer, she actively participates in Hennepin County's DTAP program and LISC's Developer of Colors Cohort. With seven years of experience, Yepez excels in property management, commercial real estate transactions, and is a licensed general contractor. She's contributed to acquisition rehab projects worth over $50 million, mainly focusing on affordable housing. Yepez's management covers more than 250 affordable housing units, and she holds extensive experience in LIHTC compliance and HPH unit management.

Co-Developer: Kimyata Cochran, an African American woman, the owner of Intentions, a nonprofit formed in 2021 shortly after Daunte Wright's tragic death. Intentions' core objective is partnering with the community to provide high quality programs for youth and families, aiming to empower them across 10 critical life areas: Education, Financial Literacy, Self-Awareness/Care, Service Learning, Health and Fitness, Character Development, Sparks Exploration, Performing Arts Exploration, Career Development and Exploration, and Family Support.

Architect: Jamil Ford, a BIPOC architect, has contributed to the development of multiple affordable housing projects. His company, Mobilize Design, is registered with MHFA. Ford ensures designs meet funders and City requirements and tenant needs, benefiting from Victoria's prior property management insights for unit rentability.

Service Provider: Touchstone specializes in aiding vulnerable populations to maintain housing stability, decreasing hospitalizations and homelessness, thus enhancing mental and physical well-being. They promote self-sufficiency and housing stability across diverse cultural backgrounds through collaborations with multiple agencies, including Hennepin County Behavioral Health, Hennepin Coordinated Entry, Housing and Homelessness Services, Long-term Services and Supports, COPE, local hospitals, Minnesota Department of Veteran Affairs, and Veteran case managers.

General Contractor: Doran Construction is renowned for inclusive and eco-conscious affordable housing projects. They collaborate closely with stakeholders, incorporating innovative methods that manage costs while ensuring quality craftsmanship, adhering to Davis Bacon and prevailing wage standards, fostering local DBE relationships.

Property Manager: Established in the 1960s, Schuett Companies excels in high-quality affordable housing while upholding Fair Housing practices. Their expertise spans development, management, and collaboration with diverse funding channels, including LIHTC, Section 8, city, county, and state funding. Their portfolio caters to various backgrounds, enabling culturally tailored management services and LIHTC compliance.

Legal Counsel: Jon Peterson, a partner at Winthrop and Weinstein, specializes in affordable deals, particularly tax credit financing and syndication. Also a CPA, Peterson's extensive experience includes aiding BIPOC developers in affordable deals. His expertise ensures appropriate legal assistance for multi-source funding and financial feasibility assessment.

(4,000 characters)

Is there a defined team workplan and process for working together? If yes, please describe it.

Our diverse team aims to empower communities of color, addressing disparities in development. Key partners, all people of color, bring experience with target populations. Housing is central to equity. Our project, designed by people of color, seeks to overcome barriers and meet goals through aligned teamwork

We have weekly meetings with the development team to ensure we are all in alignment and meet pivotal deadlines to see the project through to stabilization.

New Generations will take on the role of building owner and offer workforce services within the commercial space, holding a significant decision-making position.

Intentions will oversee both youth programming and operation of the youth lead cafe within the commercial area, playing a key role in decision-making.

VY Management will handle financial feasibility, funding sources, oversee closing, construction, and project stabilization. They will ensure equitable practices are maintained, acting as a key decision-maker.

Mobilize Design & Architecture will provide architectural and construction design services, collaborating directly with the GC throughout construction completion.

Doran Construction will serve as the General Contractor, overseeing the project's construction and working closely with Mobilize Design and VY Management.

Schuett Companies will function as our property manager, offering insights on design and operational expenses. Following development, they will establish an on-site office for management services.

Touchstone Mental Health, our service provider partner, will assist in service funding applications and provide on-site services upon project completion.

Landon Group will offer consulting services through stabilization, guiding the team through each stage of development.

Vong Thao from the City of Brooklyn Center will provide staffing support for grant review and submission.

(2,000 characters)

Will this project have a subrecipient agreement? Yes

Describe how the city (or other government partner) is financially contributing to the project. If the city is unable to contribute financially, explain why.

The project is in alignment with the City's future land-use goals. An initial review was conducted with city staff, and the concept was presented to the City Council, who expressed support for the project and the rezoning of the 1510 site. The Community Corner will be the first property on the corridor to align with the City’s future goals, setting a standard around sustainability, affordability, design, creation of jobs aligned with equitable future goals. The City has shown substantial support, offering resolutions in favor of Met-Council Pre Development and LCDA development grants. Met Council has already granted pre-development funding due to this backing. The project's concept went before the City Council this past winter and the Council was in support.

We have formed partnerships with Hennepin County for Housing Support and Met Council to secure VASH vouchers, both of which have been successfully obtained. We are actively seeking funding sources, pursuing 9% or 4% LIHTC with HIBs, AHIF, LCA Development funds, Met Council Pre Development Funds, TIF, and ARPA. Through a methodical pre-scoring process, we have demonstrated strong competitiveness in comparison to past MHFA awardees' scores and we have submitted an application to MHFA’s consolidated RFP for this year's funding round. We have received letters of interest from US Bank's impact fund for both our construction loan and as our LIHTC investor.

For the permanent financing stage, we will work with MHFA’s LMIR product. On the services front, we plan to tap into DHS ICS services and HCBS waiver services while pursuing supportive housing funding.

Additionally, we're looking into NDC and MEDA for funding to support the workforce center and we are pursuing New Market Tax Credits for the commercial space.

Although the City's financial capacity is limited, discussions with City Staff and Council have yielded support for offering TIF to the project once adequate committed funding is secured from other sources.

(2,000 characters)

Explain how the team was designed to best consider the priorities of those most impacted by the project and least represented in public process.

The very essence of core our development team is grounded in the principles of equity, designed to open doors for emerging BIPOC developers who have historically faced many barriers. Our core team members bring diverse personal backgrounds, including firsthand experiences of living in affordable housing, working/living in the project area, working with key stakeholders the project intends to impact, facing inequities in their daily lives, and overcoming economic barriers. Beyond our individual experiences, our commitment to equitable development extends outward, foraging a partnership with LISC, our community engagement partner, to conduct strategic community engagement sessions targeting key stakeholders. Through these sessions, we formulated an equitable development narrative with feedback around the project concept and design from residents most impacted. This project promotes wealth building for the development (BIPOC DBE's) while rectifying historical injustices.

The Community Corner's design will create deeply affordable culturally appropriate housing that targets those most impacted by social disparities, including a 4th floor indoor and outdoor community space centered around health & wellness, supporting both mental and physical health of future residents . Expanding its outreach to the community, by incorporating a culturally appropriate workforce center & youth programming space, creating economic opportunity in an area with high concentrations of people of color.

The Sponsor, New Generations, a family owned business, is owned by Julius Cochran, an African American man who was a prior resident of Brooklyn Center and currently runs their business operations in Brooklyn Center. He has faced many levels of racial inequities and comes from a very modest background living in housing that is categorized as affordable. Julius has 11 years of experience serving individuals with co-occurring disorders, mental health disabilities, drug abuse, and homelessness. Julius's father, Joseph Cochran is a Vietnam Veteran that spent his life helping homeless Black Veterans navigate housing, resources for Agent Orange exposure, and helped veterans apply for VA disability in Minnesota, Georgia & Florida. New Generations is expanding further into workforce and vocational rehabilitation services, they understand there is critical need for this within the populations they serve.

Intentions, a 501c3 nonprofit organization whose mission is to partner with the community to provide quality programs for youth and their families. Intentions partners with the Brooklyn Center school district to provide mentoring opportunities to underserved youth. Intentions has an organization of volunteers, and their curriculum is youth centered and focuses on moral values & character development.

VY Management uses design thinking as a method of problem-solving, with a key focus on empathizing with the individuals the development will impact. We feel that the best way to empathize with people is to bring their voices into the project. The founder of VY Management LLC, Victoria Yepez, has lived in affordable housing since she became a single mother at the age of 16. She and her kids have experienced the frustrations, pitfalls, and shortcomings of lack in affordable housing. Having an immigrant mother has also added to her lived experience of how other cultures operate in America and the lack of cultural appropriateness within available housing. Seeking to grow and build capacity as they are in the process of rebranding VY Management into a development firm that will empower women of color by helping them progress in the development world.

Our team understands that this is a complex space & market to develop affordable housing in, but it is necessary, and we are dedicated to the mission.

(4,000 characters)

Equity Approach

Describe how your project is intentionally addressing equitable outcomes. *If it is not, enter N/A.**

The Community Corner will have major long-term equitable impacts on the community and future residents because it was designed with that in mind. Despite 40% of the US population identifying as BIPOC, recent data from a 2023 BISNOW article reveals that Black and Hispanic private developers contribute only 0.56% to overall US development and own 5% of the real estate industry. This substantial gap persists in the real estate sector, notably in development. While real estate ownership and development are key to intergenerational wealth, BIPOC representation remains inadequate. BIPOC developers offer unique perspectives beyond conventional development, including empathy and insight for culturally specific affordable housing in poverty-stricken communities. Representation is vital for future generations and paves the way for emerging talents in development.

Our development team was strategically assembled around the basis of creating equitable affordable housing with maximum impact. Comprising New Generations (co-developer & sponsor), fully owned by an African American rooted in Brooklyn Center; VY Management LLC (co-developer), owned by an African American & Peruvian woman; Intentions (co-developer), owned by an African American woman; and Mobilize Design & Architecture (Architect), majority-owned by an African American man, our team brings diverse skills and cultural insights. Our project is grounded in equity, aiming to empower emerging BIPOC developers facing barriers like limited funding and experience. The Community Corner nurtures wealth creation, ownership, and growth among emerging BIPOC developers.

In partnership with LISC, we held strategic community engagement sessions to involve key stakeholders. These sessions shaped an equitable development narrative (in attached files). Our goal was to glean valuable insights on project concepts and designs directly from key stakeholders.

Key outcomes from engagement sessions:

- Deeply Affordable housing: "Type A" units offer accessible choices, reducing housing-related barriers that impact health, employment, and education.
- Culturally specific health & wellness space: The entire 4th floor features a gym, garden, studio, and community area. Addressing community needs for mental and physical well-being, this floor is designed with a health & wellness theme.

The Community Corner lies in an environmental justice area and a QCT, where 70.5% are people of color, and 37.5% of households are cost burdened. Cultural affordable housing and sustainability are crucial. Our approach includes sustainable practices, materials, and agility. Exceeding MHFA’s Green communities criteria, SB2030 standards, solar panels, EV charging stations, and walkability promote sustainability. Smart tubing and electric-ready units ensure future adaptability. The Community Corner's location, an environmental justice area and QCT, underscores poverty and diversity. Our approach combines culturally specific affordable housing and sustainability, with eco-friendly practices, solar, and walkability. Sustainable practices merge with justice, bridging gaps.

The commercial space at the Community Corner encompasses a workforce center and youth programming. Creating a culturally tailored workforce center where 70.5% are people of color and unemployment exceeds city rates, targets inequities. Intentions offers both youth programs and a café. Focusing on at-risk K-12 youth, they provide mentorship and guidance for stability. The youth coffee shop imparts skills and opportunities. These partnerships ensure create long term impact for years to come.

(4,000 characters)

Grant Request & Project Funding

Uses for the LCDA Grant Funds

Use	Detail of Use	LCDA $
Site Acquisition Before Award: Site Acquisition **before** award for affordable housing or living wage jobs	N/A	$0.00
General Construction: Construction for affordable housing projects and commercial or industrial projects advancing economic opportunity	To be used for construction of commercial space	$1,000,000.00
		$1,000,000.00

Funding Sources

Source Type	Amount	Description	Status of Funding	Est. Commitment Date
General Partner Cash	$45,000.00	General Partner Cash Contribution	Committed	01/01/2023
Syndication Proceeds	$5,337,495.00	4% LIHTC (US Bank LIHTC Investor)	Applied - Commitment Not Known	12/31/2023
Deferred Loan Request	$11,285,392.00	MHFA (HIC or deferred loan)	Applied - Commitment Not Known	12/31/2023
Energy Rebates	$20,000.00		Committed	01/01/2023
Predevelopment Grant	$231,000.00	Met Council	Committed	09/01/2023
Development Grant	$1,000,000.00	Met Council LCDA	Applied - Commitment Not Known	12/31/2023
Deferred loan or Grant	$900,000.00	Hennepin County Supportive Housing Capital Fund	Not Yet Applied	06/01/2024
Deferred Loan or Grant	$550,000.00	Hennepin County AHIF	Not Yet Applied	06/01/2024
	$19,368,887.00			

Funding Notes

Add any additional information you want us to know about your project financing.

(1,000 characters)

2023 Attachments

Attachment	Description	File Name	Type	File Size
Parcel Map (from Make-a-Map; compressed PDF)	Parcel Map_The Community Corner	Brooklyn Center_New Generations LLC-1500 69th Ave_Parcel Map.pdf	pdf	355 KB
Aerial View (from Make-a-Map; compressed PDF)	Ariel Map_The Community Corner	Brooklyn Center_New Generations LLC-1500 69th Ave_Ariel Map.pdf	pdf	3.2 MB
Overview Map (from Make-a-Map; compressed PDF)	Overview Site Map_The Community Corner	Brooklyn Center_New Generations LLC-1500 69th Ave_Overview Site Map.pdf	pdf	11.3 MB
Grant Requested Activities Plan	Grant Activités Plan_New Generations LLC_ Brooklyn Center	Grant Activites Plan_ The Community Corner_ Brooklyn Center .pdf	pdf	5.9 MB
Detailed Site Plan	Detailed Site Plan_New Generations LLC_Brooklyn Center	Detailed Site Plan_The Community Corner_New Generations LLC_Brooklyn Center.pdf	pdf	2.4 MB
Renderings	Renderings_New Generations LLC_Brooklyn Center	Updated_MDA_The Community Corner - MHFA Architectural Package.pdf	pdf	34.1 MB
Stormwater Management Plan (only if requesting funding for stormwater management)				
Resolution of Local Support	LCDA Development Grant Resolution of Support	LCDA Resolution of support.pdf	pdf	86 KB
Before Photo	Photographs_New Generations_Brooklyn Center	Photographs_New Generations_Brooklyn Center.pdf	pdf	16.5 MB
Optional renderings/images (optional)				
Excerpt of any relevant small/station area plans (optional)				
Appraisal (only if requesting site acquisition funds)	Appraisal_New Generations LLC_ Brooklyn Center	Cochran151069thReport.pdf 10 pages.pdf Met Council .pdf	pdf	1.0 MB
Completed Equitable Development Scorecard (optional)				
Other (optional)	Equitable Development Narrative_ New Generations LLC_Brooklyn Center	Equitable Development Narrative_ New Generations LLC_ Brooklyn Center .pdf	pdf	1.2 MB

Applicant Certification

By checking this box you agree that you, the named applicant, have read the information presented in the application and that all information is correct to the best of your knowledge. As the named applicant you are responsible for the information presented in the application and agree that the application will be evaluated on the information you present. *	Yes

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Ahmed Omer, P.E., City Engineer

SUBJECT: Resolution Approving Settlement Agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements, Project No. 2021-05

Requested Council Action:

- *Motion to approve a resolution approving a settlement agreement for Brooklyn Boulevard Corridor Project Phase 2 Improvements, Project No. 2021-05.*

Background:

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.

In order to construct the improvements, permanent drainage, utility, sidewalk, and trail easements and/or temporary construction easements were required from 47 separate parcels adjacent to the corridor. Parcel numbers are identified on the right-of-way plan prepared for the project. Agreement for acquisition of easements was reached voluntarily with 33 affected property owners. In order to meet the anticipated development schedule condemnation was pursued on 14 parcels where no agreement could be met. The following parcels under condemnation have reached a settlement agreement.

Parcel No. 28; 5920 Brooklyn Boulevard: This parcel required both permanent easements and temporary construction easements with total compensation agreed upon in the amount of $50,638.00.

Budget Issues:

The Brooklyn Boulevard Corridor Project Phase 2 Improvement (Bass Lake Road to Interstate 94) has a project cost estimated to be $17,355,411.92. The total appraised value for all easements on the project are estimated to be approximately $824,676. The total value of the permanent easements and temporary construction easements for Parcel 28 is $50,638 which is being funded out of the Capital Projects Fund.

To date, including the above parcel, agreements have been met with 41 out of 47 parcel owners with the total value of the permanent easements and temporary construction easements for the project being $751,558.32.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Sustainability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/5/2024	Resolution Letter
Settlement Agreement	2/5/2024	Exhibit

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING A SETTLEMENT AGREEMENT FOR BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 2 IMPROVEMENTS, PROJECT NO. 2021-05

WHEREAS, the City of Brooklyn Center and Hennepin County have planned the improvement of Brooklyn Boulevard between Bass Lake Road (County Road 10) and Interstate 94 within the City of Brooklyn Center, Minnesota in 2021; and

WHEREAS, the City, in order to acquire title and meet its anticipated development schedule, commenced a condemnation action in Hennepin County District Court, Court File No. 27-CV-20-15230 pursuant to a Petition filed November 19,2020, as amended on January 12, 2021 (the "Action"); and

WHEREAS, to facilitate the Project, the Action included acquiring certain real property interests 5920 Brooklyn Blvd and as defined as Parcel 28 within the Action (the "Property"); and

WHEREAS, subject to approval by the City Council, representatives of the parties have negotiated a Settlement Agreement, a copy of which is attached hereto as Exhibit A, which resolves all outstanding claims and issues between the parties related to the Property; and

WHEREAS, the City Council has fully considered the terms of the Settlement Agreement and has determined that it is in the best interests of the community to approve it as presented.

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

1. The Mayor and City Manager of the City are hereby authorized and directed to execute all appropriate documents and take all necessary actions to facilitate the settlement contemplated herein, with all such actions to be in accordance with the terms and conditions set forth in this Resolution and the incorporated Settlement Agreement.

2. The Mayor and City Manager of the City, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

February 12, 2024 _____
Date Mayor

RESOLUTION NO. _____

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.

STATE OF MINNESOTA	IN DISTRICT COURT
COUNTY OF HENNEPIN	FOURTH JUDICIAL DISTRICT Case Type: Condemnation
The City of Brooklyn Center, a municipal corporation under Minnesota law, Petitioner, vs. WSK Professional Bldg., L.L.C. et al., Respondents.	Court File No. 27-CV-20-15230 Judge: Susan N. Burke **STIPULATION OF SETTLEMENT FOR PARCEL 28**

This stipulation of settlement (the "**Agreement**") is entered into by and between Petitioner City of Brooklyn Center ("**City**" or "**Petitioner**"), and Old National Bank, a national banking association ("**Owner**") (collectively, the "**Parties**") on this 19th day of January, 2024.

RECITALS

1. The City commenced a condemnation action in Hennepin County District Court, Court File No. 27-CV-20-15230 pursuant to a Petition filed November 19, 2020, as amended on January 12, 2021 (the "**Condemnation Action**").

2. On February 23, 2021, the District Court filed the Order Approving Petition and Transfer of Title and Possession (the "**Order**") that, among other things, transferred certain property interests on Parcel 28 for the City's Brooklyn Boulevard Corridor Project Phase 2 Improvements (the "**Project**"), including without limitation a permanent easement for drainage, utility, sidewalk, and trail purposes and a temporary construction easement as described in **Exhibit A** to the Order and attached hereto (the "**Property Interests**").

3. Old National Bank, a national baking association, is the owner in fee simple of Parcel 28.

4. No other identifiable parties have been named in the Condemnation Action as having an interest in Parcel 28.

5. On or about February 25, 2021, in accordance with the terms of the Order, the City deposited with the Court the approved appraised value of the Property Interests of $37,600.00 for Parcel 28 (the "**Quick-Take Deposit**"), and title and possession to the Property Interests transferred to the City.

6. The Parties wish to conclude matters relating to just compensation damages due and owing to all parties interested in Parcel 28 because of the Condemnation Action. To this end, the Parties enter into this Agreement.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The recitals set forth above are true and accurate and are each incorporated and are material terms of this Agreement.

2. **SETTLEMENT AMOUNT.** The Parties stipulate and agree to a full and final settlement of all claims related to and arising from the City's taking of the Property Interests from Parcel 28 in the amount of amount of $50,638.00 (the "**Settlement Amount**"), payable to the Owner as set forth in Paragraph 3 below.

3. **PAYMENT OF SETTLEMENT AMOUNT.** Within 15 business days after this Agreement is fully executed by the Parties, the City shall pay the Settlement Amount by issuing a check payable to "Old National Bank" and delivering it to the Owner by U.S. Mail at the following address: 1 Main Street, Evansville IN 47708.

4. **QUICK TAKE DEPOSIT**. The Owner hereby assigns to the City all of its right, title and interest in the Quick-Take Deposit. The City may apply to the Court at any time after the delivery of the Settlement Check for disbursement to the City of the Quick-Take Deposit, together with any interest that has accrued thereon, without further notice to the Respondents. The City and the Owner hereby agree to the entry of a Court order directing disbursement to the City alone of the Quick-Take Deposit, together with any interest that has accrued thereon.

5. **WAIVER OF HEARING RIGHTS**. In consideration of this Agreement and settlement, the Owner agrees to waive any rights it may have to any further notices, viewings, or hearings regarding this action, including any hearing before the court-appointed Commissioners to determine just compensation damages.

6. **ENTIRE AGREEMENT & WAIVER.** Owner agrees that this Agreement, upon completion of conditions and satisfaction of contingencies, if any, fully and finally settles all claims that were made or could have been made in the Condemnation Action, including attorney's fees, interest, litigation expenses, appraisal fees, and other expert fees and related costs. Owner agrees that payment and acceptance of the Settlement Amount constitutes full accord and satisfaction for all claims for damages, past, present, and future, of any kind or nature, occasioned by the taking, that were made or could have been made in the Condemnation Action, including without limitation for construction interference damages, and all damages, if any, to the remaining lands owned by Owner, and hereby intending to forever settle all claims that were made or could have been made in the Condemnation Action.

7. **ADDITIONAL CITY OBLIGATIONS**. After issuance of the payment as set forth in Paragraph 3, the City will file a Final Certificate in this action and record a discharge of notice of *Lis Pendens* with respect to the Property Interests in the Office of the Hennepin County

Recorder or Registrar of Titles. Each party will bear its own costs in connection with this action. The district court shall retain jurisdiction to enforce the terms of this Agreement.

8. BINDING EFFECT AND CAPACITY TO SIGN. The persons signing this Agreement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

9. CITY COUNCIL APPROVAL. This Agreement is contingent upon approval of the City Council of the City of Brooklyn Center.

10. VOLUNTARY EXECUTION. Owner has either consulted or had the opportunity to consult with an attorney prior to executing this Agreement. The undersigned state and represent that they have fully read this Agreement, and that each know and understand the consequences and legal effect thereof. This Agreement contains the entire agreement of the Parties with regard to the matters set forth herein.

11. ATTORNEY FEES. The parties shall be responsible for their own attorneys' fees associated with this matter.

12. MODIFICATIONS. This Agreement may only be amended in writing and signed by each party.

13. COUNTERPARTS. This Agreement may be executed in counterparts which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, execute this Stipulation as of the corresponding date written below.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

{Petitioner's Signature Page to Stipulation of Settlement Agreement for Parcel 28}

Dated: _____, 2024 **CITY OF BROOKLYN CENTER**

By: _____
April Graves, Mayor

ATTEST: _____
Barb Suciu, City Clerk

Dated: January 22, 2024. **KENNEDY & GRAVEN, CHARTERED**

By: _____
Joshua P. Weir (#0402328)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9219
jweir@kennedy-graven.com

ATTORNEYS FOR PETITIONER

{Owner's Signature Page to Stipulation of Settlement Agreement for Parcel 28}

OLD NATIONAL BANK

Dated: January 19, 2024.

By: Zachary A. LaGrange

Its: Vice President

Exhibit A

Parcel No. 28: Property I.D. 03-118-21-12-0095, Torrens Certificate No. 1491172

Property Address: 5920 Brooklyn Boulevard, Brooklyn Center, MN 55429

Description of Subject Property:

Lot 1, Block 1, First Brookdale State Bank Addition, Hennepin County, Minnesota.

("Subject Property").

Description of Permanent Easement:

A perpetual easement for drainage, utility, sidewalk and trail purposes over, under, across and through part of the Subject Property.

Said perpetual easement being that part of said Lot 1 lying westerly of a line run parallel with and distant 31.00 feet easterly of line described as commencing at the northwest corner of the Southeast Quarter of Section 34, Township 119, Range 21, Hennepin County, Minnesota; thence South 03 degrees 45 minutes 23 seconds East, assumed bearing, along the west line of said Southeast Quarter a distance of 52.09 feet to the point of beginning of said described line; thence South 23 degrees 48 minutes 56 seconds East a distance of 1850.54 feet; thence southeasterly 600.01 feet along a tangential curve concave to the southwest having a radius of 22940.48 feet and a central 01 degree 29 minutes 55 seconds; thence southeasterly 870.51 feet along a compound curve concave to the west having a radius of 2886.96 feet and a central angle of 17 degrees 16 minutes 35 seconds; thence South 05 degrees 02 minutes 26 seconds East, tangent to said curve, a distance of 737.46 feet; thence southeasterly 431.10 feet along a tangential curve concave to the east having a radius of 2546.48 feet and a central angle of 09 degrees 41 minutes 59 seconds and said described line there terminating.

Description of Temporary Construction Easement:

An 8.10-foot temporary easement for construction purposes over, under, across and through the Subject Property.

Said temporary easement lying easterly of and adjacent to a line run parallel with and distant 31.00 feet easterly of line described as commencing at the northwest corner of the Southeast Quarter of Section 34, Township 119, Range 21, Hennepin County, Minnesota; thence South 03 degrees 45 minutes 23 seconds East, assumed bearing, along the west line of said Southeast Quarter a distance of 52.09 feet to the point of beginning of said described line; thence South 23 degrees 48 minutes 56 seconds East a distance of 1850.54 feet; thence southeasterly 600.01 feet along a tangential curve concave to the southwest having a radius of 22940.48 feet and a central 01 degree 29 minutes 55 seconds; thence southeasterly 870.51 feet along a compound curve concave to the west having a radius of 2886.96 feet and a central angle of 17 degrees 16 minutes 35 seconds; thence South 05 degrees 02 minutes 26 seconds East, tangent to said curve, a distance of 737.46 feet; thence

southeasterly 431.10 feet along a tangential curve concave to the east having a radius of 2546.48 feet and a central angle of 09 degrees 41 minutes 59 seconds and said described line there terminating.

Together with a 25.50-foot temporary easement for construction purposes over, under, across and through that part of the North 52.00 feet of said Lot 1 lying easterly of and adjacent to a line run parallel with and distant 39.10 feet easterly of the above described line.

Term of Temporary Easement: Said temporary easement set to expire November 30, 2022.

Subject to easements of record, except as taken herein.

Acquired or Encumbered Interests:

NAME	NATURE OF INTEREST
Old National Bank	Owner
All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	Any right, title or interest within the acquired portion of the Subject Property

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned or claimed by the named respondents in the Subject Property within the taking areas described above.

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Ahmed Omer, P.E., City Engineer

SUBJECT: An Ordinance Vacating a Portion of the Dedicated Right-of-Way in the Plat of Joslyn Addition (1st Reading)

Requested Council Action:

- Motion to approve a first reading of the requested ordinance vacating a portion of the dedicated right-of-way in the plat of Joslyn Addition, and set a second reading and public hearing for March 11, 2024.

Background:

City staff received a request to vacate a portion of city right-of-way that is encroaching upon an existing privately-owned storm retention pond on 3900 Lakebreeze Avenue North. The portion of the right-of-way to be vacated is indicated in Exhibit B.

The area of the right-of-way proposed to be vacated appears to have been dedicated as a cul-de-sac, which has not been constructed and is not in alignment with the existing constructed road surface and use of Azelia Avenue North. City staff has determined that there is no public need to retain the proposed Vacated ROW and the current dedicated right-of-way interferes with the existing stormwater retention pond, which is necessary for drainage in the area

Consistent with the City's Charter, a first reading of the proposed ordinance to vacate certain easements is requested, with a subsequent request to schedule the second reading and public hearing on March 11, 2024.

Budget Issues:

There are no budget issues to consider.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Transparency

ATTACHMENTS:

Description	Upload Date	Type

Ordinance	2/5/2024	Ordinance
Exhibit	2/5/2024	Exhibit

CITY OF BROOKLYN CENTER

Please take notice that the City Council of the City of Brooklyn Center will hold a public hearing on Monday, _____, 2024 at approximately 7:00 p.m. at Brooklyn Center City Hall, located at 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota. Said public hearing will include a second reading and proposed adoption of an ordinance vacating a portion of Azelia Avenue North within the plat of Joslyn Addition. Meeting materials can be accessed by visiting the City of Brooklyn Center's website at: https://www.ci.brooklyn-center.mn.us/. A definite time for this application to be considered cannot be given as it will depend on the progression of the agenda items.

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF AZELIA AVENUE NORTH IN THE PLAT OF JOSLYN ADDITION IN THE CITY OF BROOKLYN CENTER, HENNEPIN COUNTY, MINNESOTA

WHEREAS, the City of Brooklyn Center (the "City") is a municipal corporation, organized and existing under the laws of Minnesota and the City Charter of Brooklyn Center, Minnesota (the "Charter"); and

WHEREAS, ERG-CP France Ave BP Owner LLC ("Owner") is the fee owner of certain real property located at 4837 Azelia Avenue North (PID 10-118-21-23-0006) and 3900 Lakebreeze Avenue North (PID 10-118-21-24-0032) in the City and legally described in the attached Exhibit A (the "Property"); and

WHEREAS, the Owner submitted an application to vacate a portion of the dedicated right-of-way in the plat of Joslyn Addition ("Plat"), as legally described in the attached Exhibit B and as depicted in the attached Exhibit C ("Vacated ROW"); and

WHEREAS, the area of the right-of-way proposed to be vacated appears to have been dedicated as a cul-de-sac, which has not been constructed and is not in alignment with the existing constructed road surface and use of Azelia Avenue North; and

WHEREAS, a stormwater retention pond on the parcel of property located at 3900 Lakebreeze Avenue North (PID 10-118-21-24-0032) encroaches upon the proposed Vacated ROW; and

WHEREAS, City staff has determined that there is no public need to retain the proposed Vacated ROW and the current dedicated right-of-way interferes with the existing stormwater retention pond, which is necessary for drainage in the area; and

WHEREAS, the City Council does not object to the vacation of the proposed Vacated ROW; and

WHEREAS, after due notice and public hearing, the City Council has determined that the Vacated ROW will no longer be needed and it is in the public interest to vacate the Vacated ROW.

NOW, THEREFORE, the City Council of the City of Brooklyn Center does ordain as follows:

Section I. Recitals. The above recitals are hereby adopted as findings and incorporated into this Ordinance.

Section II. Right-of-Way Vacation. The Vacated ROW described above and in Exhibit B and Exhibit C is hereby vacated.

Section III. Effective Date. This Ordinance shall be effective after adoption and thirty days following its legal publication.

Section IV. Notice of Completion. Upon the Ordinance becoming effective, the City Clerk is directed to prepare a Notice of Completion of Vacation Proceedings and to record it with the Hennepin County Recorder or Hennepin County Registrar of Titles, as appropriate.

Adopted this ___ day of _____, 2024.

_____
April Graves, Mayor

ATTEST: _____
Barbara Suciu, City Clerk

Date of Publication _____

Effective Date _____

EXHIBIT A

Legal Description of the Property

PID No. 10-118-21-23-0006:

Lot 1, Block 1, Joslyn Addition, Hennepin County, Minnesota.

PID No. 10-118-21-24-0032:

Lot 2, Block 1, Joslyn Addition, Hennepin County, Minnesota.

EXHIBIT B

Legal Description of Vacated Right-of-Way

That part of the dedicated Azelia Avenue North, JOSLYN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying West of the following described line:

Commencing at the Southeast corner of Lot 1, Block 1, of said plat; thence on an assumed bearing of North 00 degrees 34 minutes 44 seconds West along said East line of said Lot 1, a distance of 176.05 feet to the Point of Beginning of the line herein described; thence northeasterly 26.49 feet along a non-tangential curve, concave to the northwest, radius of 40.00 feet, central angle of 37 degrees 57 minutes 01 seconds, chord bearing North 19 degrees 02 minutes 01 seconds East, 26.01 feet; thence North 01 degrees 54 minutes 27 seconds West, 118.70 feet more or less to the northerly right of way of Azelia Avenue North and there terminating.

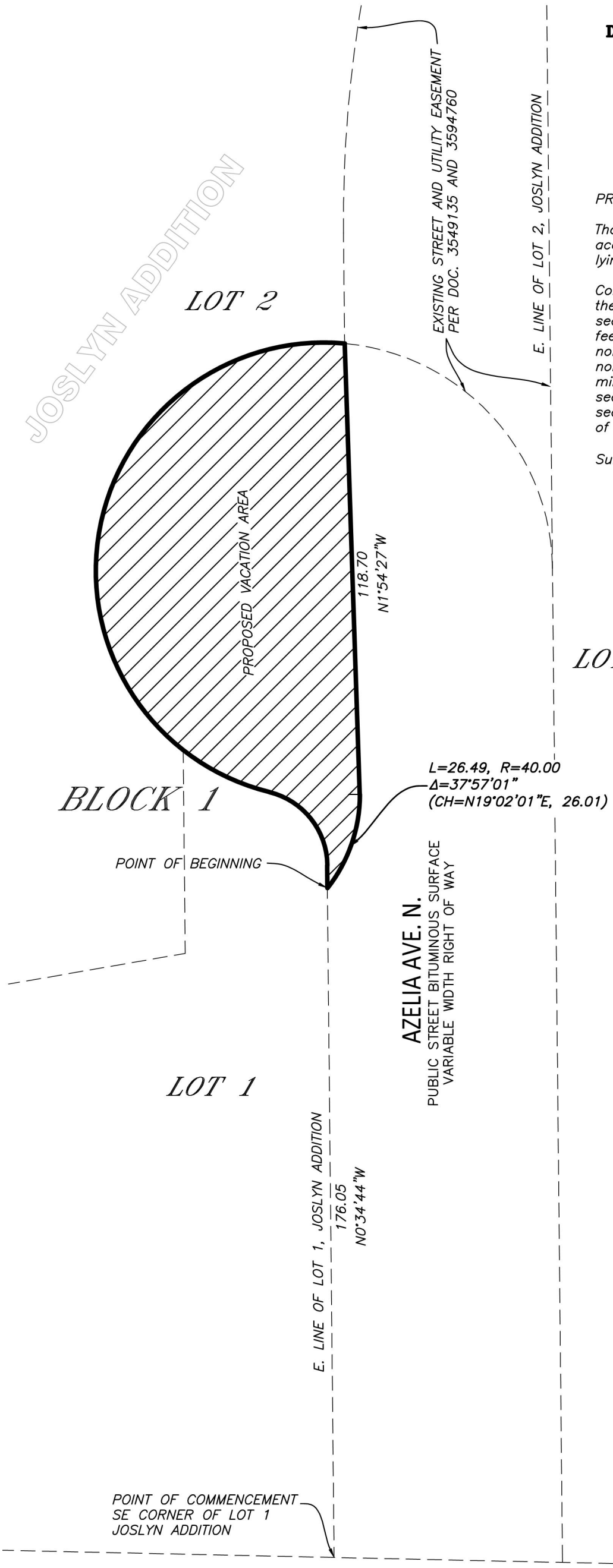
Subject area contains 0.15 acres, more or less (6,731 SF)

EXHIBIT C
Depiction of Vacated Right-of-Way

(attached hereto)

RIGHT OF WAY VACATION EXHIBIT

**FOR A PORTION OF AZELIA AVENUE NORTH,
DEDICATED ON THE PLAT OF JOSLYN ADDITION,
HENNEPIN COUNTY, MINNESOTA**

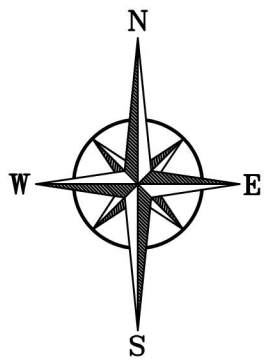


PROPOSED DESCRIPTION FOR RIGHT OF WAY VACATION:

That part of the dedicated Azelia Avenue North, JOSLYN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying West of the following described line:

Commencing at the Southeast corner of Lot 1, Block 1, of said plat; thence on an assumed bearing of North 00 degrees 34 minutes 44 seconds West along the East line of said Lot 1, a distance of 176.05 feet to the Point of Beginning of the line herein described; thence northeasterly 26.49 feet along a non–tangential curve, concave to the northwest, radius of 40.00 feet, central angle of 37 degrees 57 minutes 01 seconds, chord bearing North 19 degrees 02 minutes 01 seconds East, 26.01 feet; thence North 01 degrees 54 minutes 27 seconds West, 118.70 feet more or less to the northerly right of way of Azelia Avenue North and there terminating.

Subject area contains 0.15 acres, more or less (6,731 SF)



SCALE
1"= 30'

30 0 30 60

*BEARINGS ARE BASED ON NAD83(2011)
HENNEPIN COUNTY COORDINATE SYSTEM*

NORTHWESTERN
SURVEYING & ENGINEERING, INC.
P.O. Box 3067 ~ Bemidji Minnesota ~ 56619

*AMERICAN NATIONAL
VACATION EXHIBIT*

JOB#: 23699G DRAWN BY: TJB
FILENAME: 23699G

REV#	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

KALEB J. KADELBACH (LIC. NO. 57070) *DATE:*

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Public Works Director
BY: Lydia Ener, P.E., Principal Engineer

SUBJECT: Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids, Improvement Project No. 2024-05 65th Storm Sewer Rehabilitation.

Requested Council Action:

- Motion to approve the attached resolution approving plans and specifications and authorizing advertisement for bids, Improvement Project No. 2024-05 65th Storm Sewer Rehabilitation.

Background:

Construction plans, specifications, and contract documents have been prepared for the project. Staff is prepared to begin the project bidding process for Improvement Project No. 2024-05 65th Storm Sewer Rehabilitation upon authorization from the City Council.

The bidding process would involve the advertisement of the project in the City's official newspaper and in Finance and Commerce. Sealed bids will be collected and opened electronically on a scheduled bid opening date, then tabulated by the City Clerk and City Engineer. Staff anticipates that the bid results will be presented to the City Council for consideration in March 2024.

Budget Issues:

The total project cost is estimated to be $1,736,000. Funding sources for the projects are budgeted from sources as described in Capital Improvement Program.

Inclusive Community Engagement:

N/A

Antiracist/Equity Policy Effect:

N/A

Strategic Priorities and Values:

Sustainability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/5/2024	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS, IMPROVEMENT PROJECT NO. 2024-05 65TH STORM SEWER REHABILITATION

WHEREAS, the City of Brooklyn Center's 2024 Capital Improvement Program contains the 65th Storm Sewer Rehabilitation project; and

WHEREAS, 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 No. 2024-05 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.

_____ _____
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

STORM SEWER CLEANING, TELEVISING AND INSPECTION, CURED-IN-PLACE PIPE (CIPP)
STORM SEWER LINING, BITUMINOUS STREET PATCHING, CONCRETE CURB AND GUTTER,
EROSION AND SEDIMENT CONTROL

65TH AVENUE STORM SEWER REHABILITATION

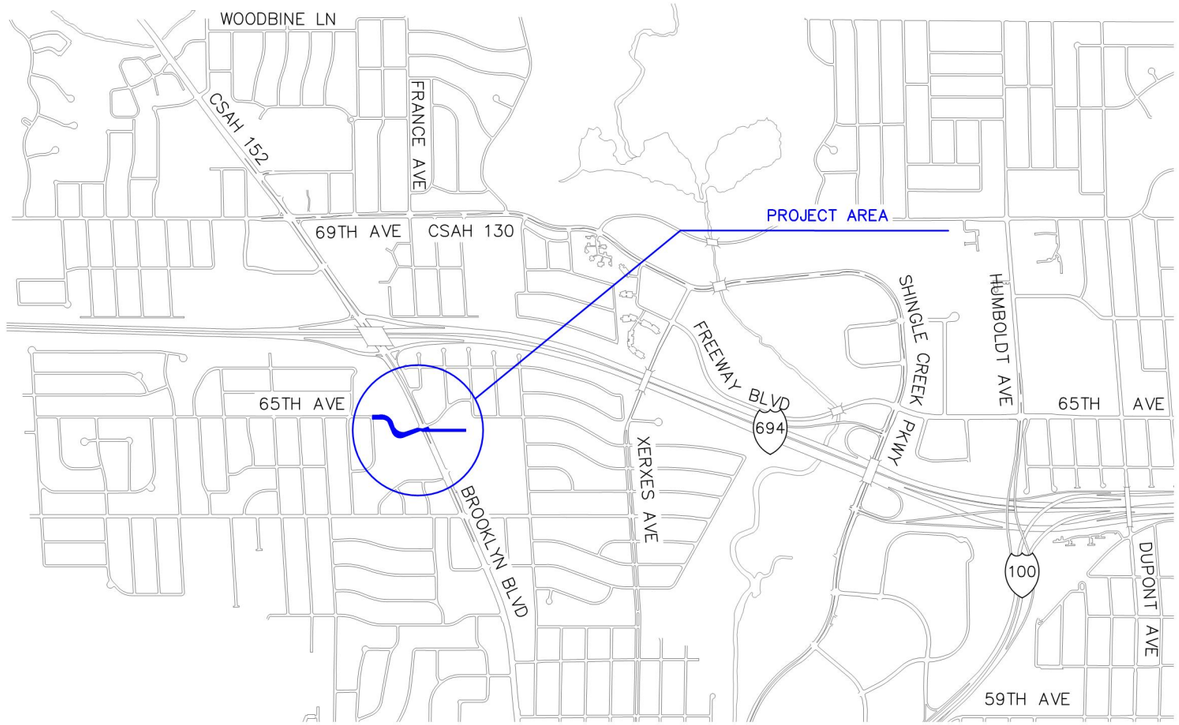
CITY PROJECT NUMBER 24-05
LOCATED ON 65TH AVENUE AND BROOKLYN BOULEVARD

PROPOSED CURB & GUTTER.....
EXISTING SANITARY SEWER.....
EXISTING SANITARY FORCE MAIN..
PROPOSED SANITARY SEWER.....
PROPOSED SANITARY FORCE MAIN
EXISTING STORM SEWER .....
PROPOSED STORM SEWER.....
EXISTING WATER.....
PROPOSED WATER.....

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 GAS MAIN (ABANDONED)
BURIED PETROLEUM MAIN.....
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.....

DECIDUOUS TREE.....
CONIFEROUS TREE.....
SHRUB.....
YARD LIGHT.....
MAILBOX.....
SIGN.....



N

SCALES

PLAN 1000'
PROFILE 25'

PROJECT LOCATION
COUNTY: HENNEPIN
DISTRICT: METRO

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.

THE 2022 EDITION OF THE "CONSTRUCTION STANDARD SPECIFICATIONS 2022" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2 – 3	DETAILS
4	SEQ & DETAILS
5	EXISTING CONDITIONS & REMOVALS
6 – 8	STORM SEWER LINING PLAN & PROFILE
9 – 10	TRAFFIC CONTROL SCHEMATIC

THIS PLAN SET CONTAINS 10 SHEETS.

CITY OF
BROOKLYN CENTER
HENNEPIN COUNTY, MINNESOTA

I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: _____ DATE: 1/26/2024
PRINTED NAME: ZACHARY LINGL LIC. NO. 56344

_____ DATE: _____
APPROVED: BROOKLYN CENTER CITY ENGINEER

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.

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H:\BRCN\NR\13139\8\CAD\C3D\131398G001.dwg 1/26/2024 8:28:52 AM

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Ahmed Omer, P.E., City Engineer

SUBJECT: Resolution Authorizing Granting a Trail Easement over City Property in Favor of Crest Limited Partnership

Requested Council Action:

- Motion to approve a resolution authorizing granting a trail easement over city property at 6301 Shingle Creek Parkway in favor of Crest Limited Partnership (CLP) the owner of the adjacent property located at 6221 Shingle Creek Parkway.

Background:

In conjunction with the construction of the Crest Phase II expansion, a portion of city sidewalk on 6301 Shingle Creek Parkway (city property) was replaced. This sidewalk serves as a connection between 6221 Shingle Creek Parkway (The Crest) and the adjacent city trail system. Notably, this sidewalk has been in place for several years, primarily catering to the residents of the original Crest apartments.

Since this specific section of sidewalk exclusively serves The Crest apartments, city staff and CLP have collaboratively devised an attached trail easement to address any ongoing maintenance or repair requirements. This easement ensures that the responsibility for maintaining and repairing this trail connection remains clear and efficiently managed.

Budget Issues:

Easement recording fees will be paid for out of the improvement project budget.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Sustainability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/5/2024	Resolution Letter
Easement Agreement	2/5/2024	Exhibit

Easement Exhibit	2/5/2024	Exhibit

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING GRANTING A TRAIL EASEMENT OVER CITY PROPERTY IN FAVOR OF CREST LIMITED PARTNERSHIP

WHEREAS, the City of Brooklyn Center ("City") owns property located at 6301 Shingle Creek Parkway (the "City Property"); and

WHEREAS, Crest Limited Partnership ("CLP") is the owner of the adjacent property located at 6221 Shingle Creek Parkway (the "Crest Property"); and

WHEREAS, CLP constructed a sidewalk/trail connection over the City Property to a gazebo located on the City Property; and

WHEREAS, the City desires to grant to CLP a non-exclusive trail easement over the City Property; and

WHEREAS, the proposed trail easement will be in substantially the form as attached to this Resolution; and

WHEREAS, the City Council determines that approving the proposed trail easement and authorizing its execution is in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brooklyn Center, Minnesota, that the proposed trail easement is approved and the Mayor and City Manager are hereby authorized to execute the document on behalf of the City of Brooklyn Center.

_____ _____

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:

RESOLUTION NO. _____

whereupon said resolution was declared duly passed and adopted.

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2024, by and between the City of Brooklyn Center, a Minnesota municipal corporation (the "City"), and Crest Limited Partnership, a Minnesota limited partnership ("CLP" or "Grantee").

RECITALS

WHEREAS, the City is the fee owner of the real property located at 6301 Shingle Creek Parkway (PID No. 35-119-21-34-0003), legally described on Exhibit A attached hereto (the "Property").

WHEREAS, CLP is the fee owner of the real property located at 6221 Shingle Creek Parkway (PID No. 35-119-21-34-0004) ("Grantee Property"), legally described on Exhibit B attached hereto, located adjacent to the Property.

WHEREAS, CLP has installed a sidewalk connection from Grantee's Property across and upon the Property.

WHEREAS, the City desires to grant to Grantee a non-exclusive trail easement over the Easement Area, legally described on Exhibit C and depicted on Exhibit D, each attached hereto (the "Easement Area"), on the terms and conditions contained herein.

TERMS OF EASEMENT

1. Recitals. The recitals above, and the attached exhibits, are hereby incorporated herein and made part of this Agreement.

2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is acknowledged by the City, the City grants and conveys to the Grantee a perpetual non-exclusive easement over, under, across and through the described Easement Area on the Property for trail and related purposes subject to the terms and conditions hereof.

3. Scope of Easement. The easement for trail uses granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, operate, maintain, improve, alter, repair, and replace public trail facilities within the Easement Area. The easement granted herein includes the right to construct improvements, grade, dig or otherwise disturb soils, and cut, trim, eliminate or remove from the Easement Area any trees, shrubs, or other vegetation, soils and existing improvements as in the City's judgment unreasonably interfere with this easement, the trail, or any other the rights granted herein. The easement granted herein also include the right to maintain an obstacle free clear area within the zone defined as within two feet of each outside edge of the constructed trail.

4. Warranty of Title. The City warrants that it is the fee owner of the Property, and that the City has the right, title and capacity to convey this trail easement to Grantee.

5. The City's Right to Maintain and Repair. The City may maintain and repair the sidewalk or public trail located within the Easement Area (the "Trail") if the City reasonably believes that CLP or its successors or assigns has failed to adequately maintain the Trail and such failure continues for 30 days after the City gives CLP, its successors or assigns written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that CLP is making a good faith effort to complete said tasks. The City's notice shall specifically state which maintenance tasks are to be performed. If CLP does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right, but not the obligation, to complete the maintenance tasks and send an invoice detailing its reasonable out-of-pocket maintenance costs (the "Maintenance Costs") to CLP or its successors or assigns. If CLP or its successors or assigns fails to reimburse the City for the Maintenance Costs within 30 days of receipt of an invoice for such Maintenance Costs, the City shall have the right to assess the full amount of the Maintenance Costs against the Grantee Property pursuant to Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as reasonably determined by the city engineer, the notice requirement to CLP related to maintenance tasks is hereby waived in its entirety by CLP, and CLP shall reimburse the City and be subject to assessment for the Maintenance Costs so incurred by the City in the same manner as if written notice as described above has been given. Notwithstanding anything to the contrary herein, the City will not charge CLP any amount in excess of $3000 in connection with any maintenance or repairs without first obtaining CLP's approval, which shall not be unreasonably withheld or delayed.

6. Hold Harmless. CLP hereby agrees to indemnify, defend and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) directly arising out of or directly resulting from CLPs, or CLP's agents' or employees' grossly negligent or intentional misconduct, or any violation of any applicable safety law, regulation, or code enacted by the City or the State of Minnesota in the performance of CLP's obligations under this Agreement, except to the extent of intentional or negligent acts of the City, its employees, agents and representatives. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled to by law, including but not limited to, the maximum monetary limits on liability established by Minnesota Statutes Chapter 466.

7. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the City, its successors and assigns.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

STATE DEED TAX DUE HEREON: NONE

[*Signature page follows.*]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF BROOKLYN CENTER

By:_____
April Graves, Mayor

By: _____
Dr. Reginald Edwards, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by April Graves and Dr. Reginald Edwards, the Mayor and City Manager, respectively, of the City of Brooklyn Center, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

GRANTEE

Crest Limited Partnership

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, the _____ of Crest Limited Partnership, a Minnesota limited partnership, Grantee.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven Chartered
Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Outlot E, Brooklyn Center Industrial Park Plat 1, except that part thereof shown as Parcel 39B on Minnesota Department of Transportation Right of Way Plat No. 27-6.

EXHIBIT B

Legal Description of the Grantee Property

Tract A, Registered Land Survey No. 1359, Hennepin County, Minnesota

EXHIBIT C

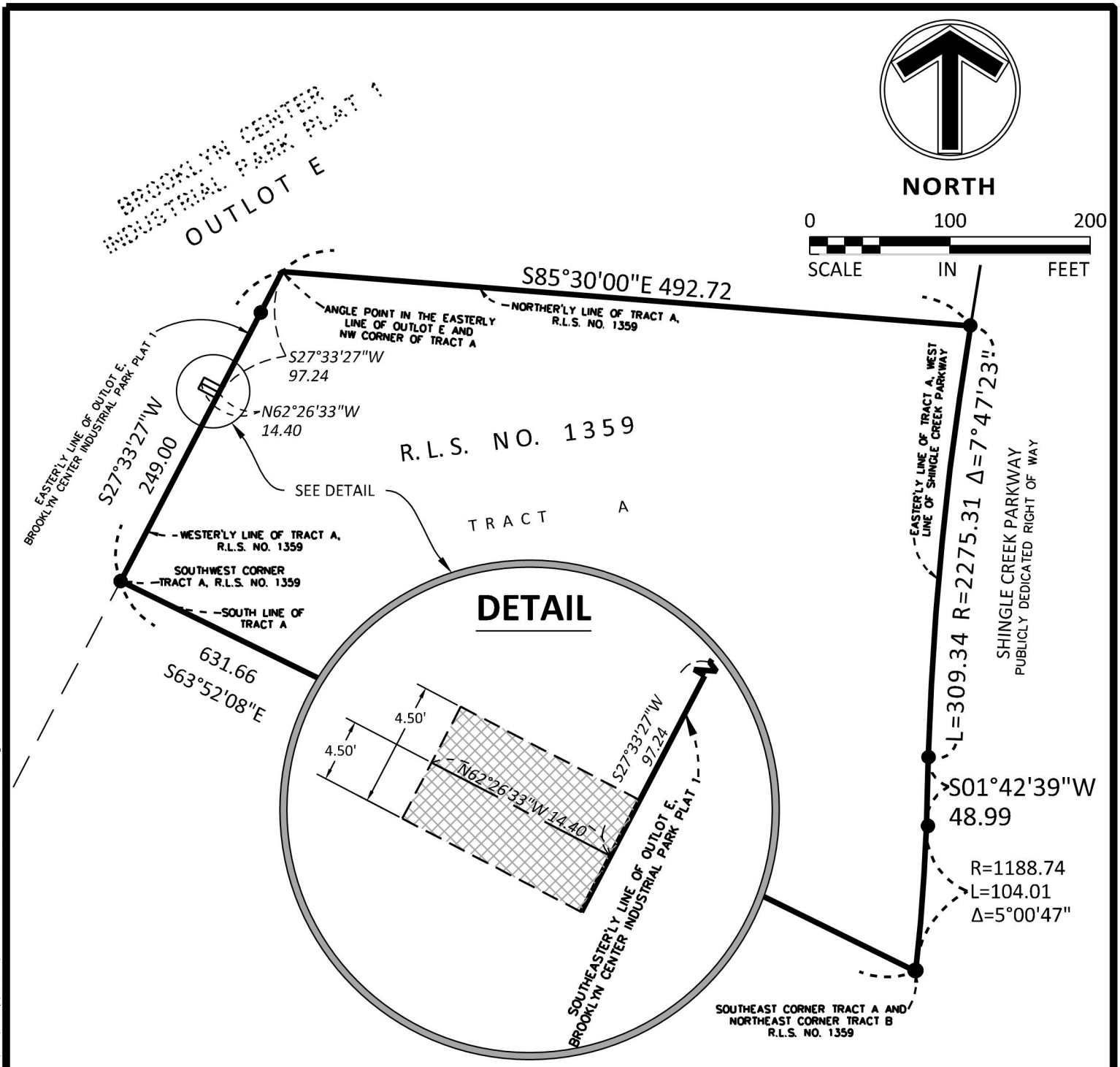
Legal Description of the Easement Area

A 9-foot wide strip of land over and across that part of Outlot E, BROOKLYN CENTER INDUSTRIAL PARK PLAT 1, Hennepin County, Minnesota. The centerline of said strip is described as follows:

Commencing at an angle point in the easterly line of said Outlot E, being common with the northwest corner of Tract A, REGISTERED LAND SURVEY NO. 1359; thence on an assumed bearing of South 27 degrees 33 minutes 27 seconds West, along an easterly line of said Outlot E, being common with the west line of said Tract A, a distance of 97.24 feet to the point of beginning of said centerline; thence North 62 degrees 26 minutes 33 seconds West a distance of 14.40 feet to the termination of said centerline.

EXHIBIT D

Depiction of the Easement Area



EASEMENT EXHIBIT

A 9 foot wide strip of land over and across that part of Outlot E, BROOKLYN CENTER INDUSTRIAL PARK PLAT 1, Hennepin County, Minnesota. The centerline of said strip is described as follows:

Commencing at an angle point in the easterly line of said Outlot E, being common with the northwest corner of Tract A, REGISTERED LAND SURVEY NO. 1359; thence on an assumed bearing of South 27 degrees 33 minutes 27 seconds West, along an easterly line of said Outlot E, being common with the west line of said Tract A, a distance of 97.24 feet to the point of beginning of said centerline; thence North 62 degrees 26 minutes 33 seconds West a distance of 14.40 feet to the termination of said centerline.

(TRAIL EASEMENT CONTAINS 130 SQ. FT.)

Nov 29, 2023 - 1:05pm - User:msalo L:\PROJECTS\22447\CAD\Survey\Exhibits\22447-EXISTING TRAIL EASEMENT EXHIBIT.dwg

DRAWN BY:	BA
DESIGNED BY:	
CHECKED BY:	MS
ISSUED:	11/22/2023
REVISION:	
REV DATE:	

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

EXISTING TRAIL EASEMENT EXHIBIT

CREST ALTA
AEON
6221 SHINGLE CREEK PKWY.,
BROOKLYN CENTER, MN.

SHEET 1

PROJECT NO: 22447

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Ahmed Omer, P.E., City Engineer

SUBJECT: Resolution Accepting and Approving a Utility Facilities Easement Agreement with Crest Limited Partnership

Requested Council Action:

- Motion to approve a resolution accepting and approving a utility facilities easement agreement with Crest Limited Partnership (CLP) the owner of the Crest located at 6221 Shingle Creek Parkway.

Background:

As part of the City Council Resolution No. 2021-83 for the Crest Phase II expansion the city required a condition of approval for the owner to provide clarification on certain underground stormwater facilities, including reasonable right of ingress and egress, ability to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair, as outlined in Section 5 of the attached agreement, and cut, trim, or remove certain vegetation in cases where it might interfere with the Utility Facilities.

Budget Issues:

Easement recording fees will be paid for out of the improvement project budget.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Sustainability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/6/2024	Resolution Letter
Agreement	2/6/2024	Exhibit

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024- _____

A RESOLUTION ACCEPTING AND APPROVING A UTILITY FACILITIES EASEMENT AGREEMENT WITH CREST LIMITED PARTNERSHIP

WHEREAS, Crest Limited Partnership ("CLP") is the owner of the property located at 6221 Shingle Creek Parkway (the "Crest Property"); and

WHEREAS, there are certain City utilities constructed on the Crest Property; and

WHEREAS, CLOP desires to grant to the City a utility facilities easement over the Crest Property for the City utilities; and

WHEREAS, the proposed utility facilities easement agreement will be in substantially the form as attached to this Resolution; and

WHEREAS, the City Council determines that accepting and approving the utility facilities easement agreement and authorizing its execution is in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brooklyn Center, Minnesota, that the proposed utility facilities easement agreement is accepted and approved and the Mayor and City Manager are hereby authorized to execute the document on behalf of the City of Brooklyn Center.

_____ _____

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.

Torrens

UTILITY FACILITIES EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into as of _____, 2023 by and between CREST LIMITED PARTNERSHIP, a Minnesota limited partnership ("Owner"), and the CITY OF BROOKLYN CENTER, a Minnesota municipal corporation, ("City"), in accordance with the following:

1. **Ownership.** Owner is the fee owner of the property legally described on attached Exhibit A (PID _____)("Property").

2. **Grant of Easement**. For valuable consideration, receipt and sufficiency of which are hereby acknowledged by Owner, Owner conveys to the City a perpetual, non-exclusive easement (an "Easement") for Utility Facilities, as hereinafter defined, purposes over, under, and across that the portion of the Property where the Utilities Facilities are located (the "Easement Area"), legally described in the attached Exhibit B and depicted in the attached Exhibit C, on the terms and conditions hereinafter set forth.

3. **Scope of Easement Rights**. The Easement includes the right of the City, its contractors, employees, agents and assigns to:

   a. reasonable right of ingress and egress to inspect Utility Facilities pursuant to Section 5 hereof;

   b. reasonable right of ingress and egress to perform the Owner's Obligations upon default by Owner pursuant to Section 5 hereof;

   c. locate, construct, reconstruct, operate, maintain, inspect, alter and repair the Utility Facilities in accordance with Section 5 hereof; and

   d. cut, trim, or remove trees, shrubs, or other vegetation that in the City's judgment unreasonably interfere with the Utility Facilities.

4. **Owner's Obligations**. The Owner will construct water, sanitary sewer and stormwater facilities in accordance with Exhibit D (the "Utility Facilities"), a full size original of which is on file with the Brooklyn Center City Engineer. The Owner will maintain the Utility Facilities and any other required utility improvements approved and required by the City. Maintenance includes at a minimum annual inspection, cleaning and repair of the Utility Facilities. Maintenance of the storm water Utility Facilities also includes removal of sediment and pollutants in all pre-treatment devices, the periodic removal of sedimentation within the storm water Utility Facilities, the removal of any blockage and annual inspection, as necessary. If necessary, the work must include periodic removal of sedimentation and trash from the storm water Utility Facilities to maintain original design, volumes and configurations as approved by the City. Annual inspections of approved stormwater Utility Facilities must be performed, and an annual report must be provided to the City of Brooklyn Center Public Works Department October 1 of the same year as the inspection, using the form attached as Exhibit E. An apparent failure of the Utility Facilities must also be corrected before submitting the annual report.

5. **Enforcement**.

5.1. Upon advance reasonable notice, City may enter the Property for the purposes of inspection of the Utility Facilities and enforcement of the obligations of Owner under this Easement Agreement. If Owner fails to perform its obligations under this Easement Agreement, the City must provide written notice of default to Owner before taking any corrective action. If the failure continues for 30 days after the City's written notice, the City may take whatever actions it deems reasonably necessary in order to fulfill the obligations of Owner under this Easement Agreement. If it is determined by the City that it is necessary to enter the Property to maintain or repair Utility Facilities to protect public utility facilities or the public health, safety or welfare without first giving such notice to the Owner, it may do so, giving the Owner such notice as is reasonably possible under the circumstances. Owner must reimburse the City for the reasonable out-of-pocket costs incurred by the City for its corrective action within 30 days after receipt by Owner of a written demand from the City accompanied by reasonable documentation of the expenses. If Owner fails to reimburse the City within the 30-day period prescribed above, the City may recover its costs by assessing the amounts against the Property to be collected with property taxes. Further, City may enforce the terms of this Easement Agreement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys' fees and costs of the enforcement actions. The Owner is not liable for the actions of any third party, other than its employees, agents, or contractors, that may violate the terms of this Easement Agreement unless the Owner, its employees, agents, or contractors had actual knowledge of the violation and failed to take reasonable action to stop the violation.

5.2. Failure to enforce any provision of this Easement Agreement upon a violation of it will not be deemed a waiver of the right to do so as to that or any subsequent violation.

5.3. Invalidation of any of the terms of this Easement Agreement will in no way affect any of the other terms, which will remain in full force and effect.

6. **Duration of Easements**. This Easement Agreement is permanent and remains in effect in perpetuity.

7. **Warranty of Grantor**. The Owner warrants that it is the owner of a fee simple interest in the Property, that it has the right to grant this Easement Agreement, and that the Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, except for those filed of record with the Registrar of Titles for Hennepin County, Minnesota.

8. **Environmental Matters**. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this instrument.

9. **Easement Runs with Land**. This Easement Agreement runs with the land and is binding on the Owner, its successors and assigns.

10. **Amendments**. This Easement Agreement may not be amended without the written approval of the City.

CREST LIMITED PARTNERSHIP, A MINNESOTA LIMITED PARTNERSHIP

By: _____
Name:
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged this ____ day of _____, 2024, by _____, the _____of Crest Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.

_____
Notary Public

CITY OF BROOKLYN CENTER

By_____
April Graves, Mayor

By_____
Dr. Reginald Edwards, City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by April Graves and Dr. Reginald Edwards, the Mayor and City Manager, respectively, of the City of Brooklyn Center, a public body corporate and politic under the laws of Minnesota, on behalf of the City.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402 (JMH)
(612) 337-9300

For City use only:
Planning File #_____ Date of Council approval _____

EXHIBIT A

Legal Description of the Property

Parcel 1:

Tract A, Registered Land Survey No. 1359, Hennepin County, Minnesota
Torrens Property

Parcel 2:

Common driveway and pedestrian use easement contained in Quit Claim Deed dated March 19, 1981, filed June 19, 1981, as Document No. 1429165.

Parcel 3

Common driveway and pedestrian use easement contained in Agreement Between Adjoining Owners Creating Common Easement for Driveway Purposes and Pedestrian Use dated November 30, 1973, filed February 11, 1974, as Document No. 1098796.

EXHIBIT B

Legal Description of the Easement Area

A 170 foot wide strip of land lying over, under and across that part of Tract A, REGISTERED LAND SURVEY NO. 1359, Hennepin County, Minnesota. The centerline of said easement is described as follows:

Commencing at the Southwest corner of said Tract A, thence on an assumed bearing of South 63 degrees 52 minutes 08 seconds East, along the South line of said Tract A, a distance of 361.80 feet; thence North 04 degrees 29 minutes 13 seconds East a distance of 85.00 feet to the point of beginning of said centerline; thence South 85 degrees 30 minutes 47 seconds East a distance of 220.00 feet to the termination of said centerline.

EXHIBIT C

Depiction of the Easement Area

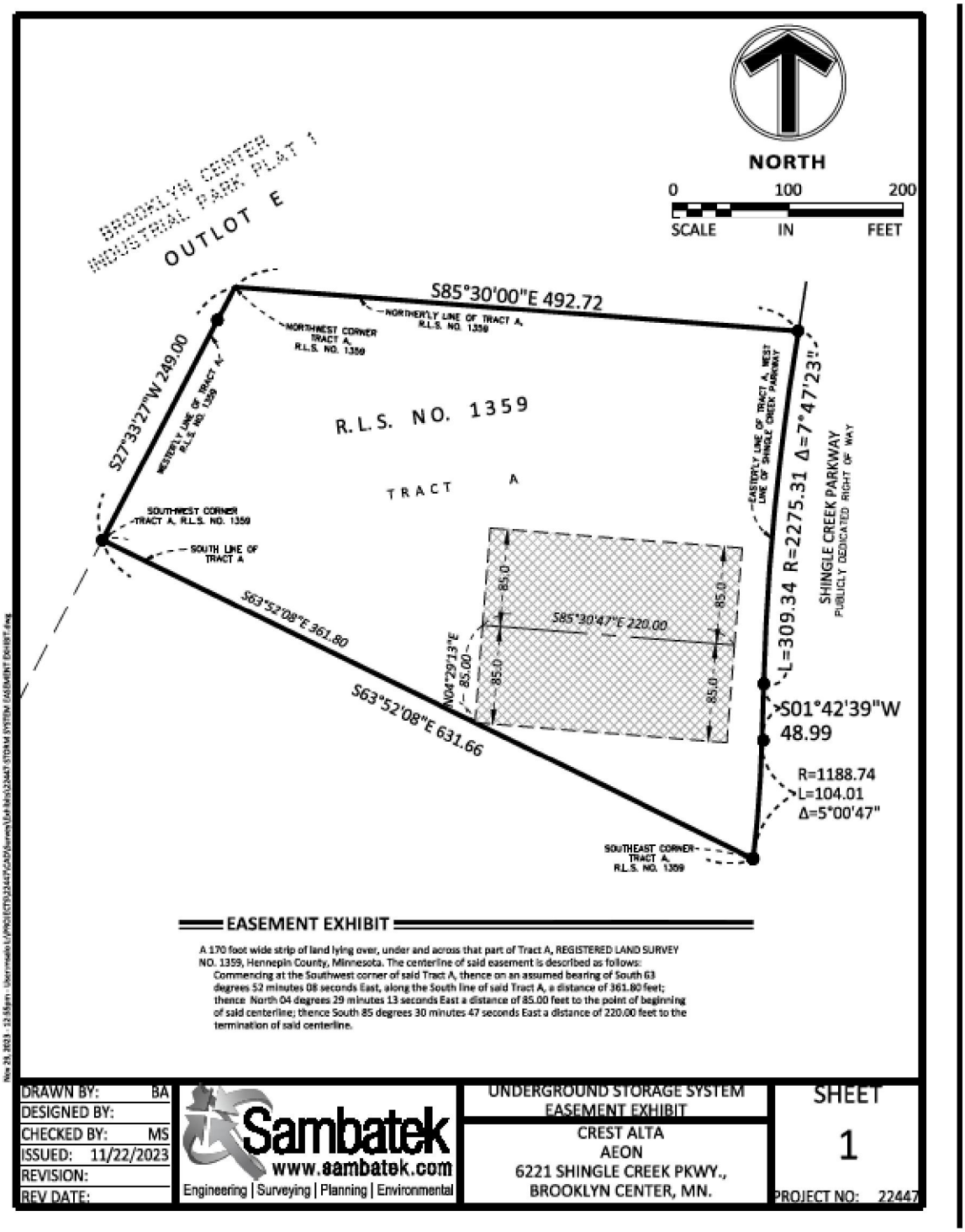
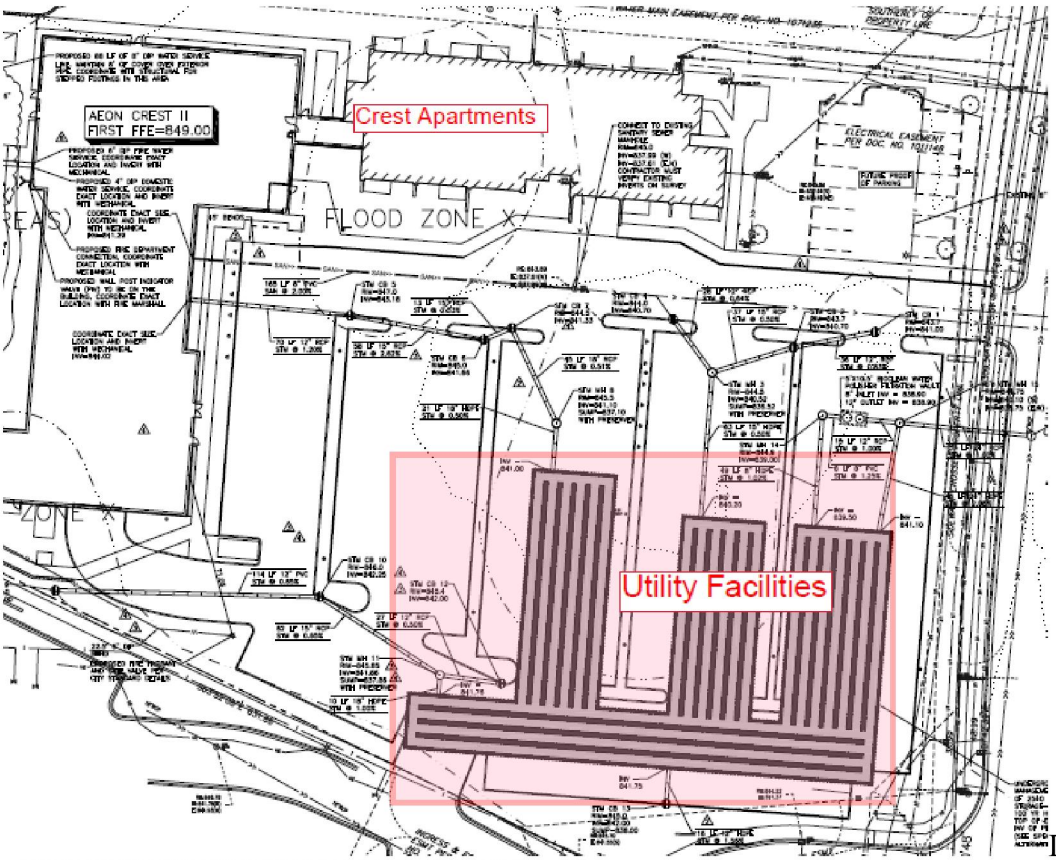


Exhibit D

Utility Facilities

Site Plan



Detail

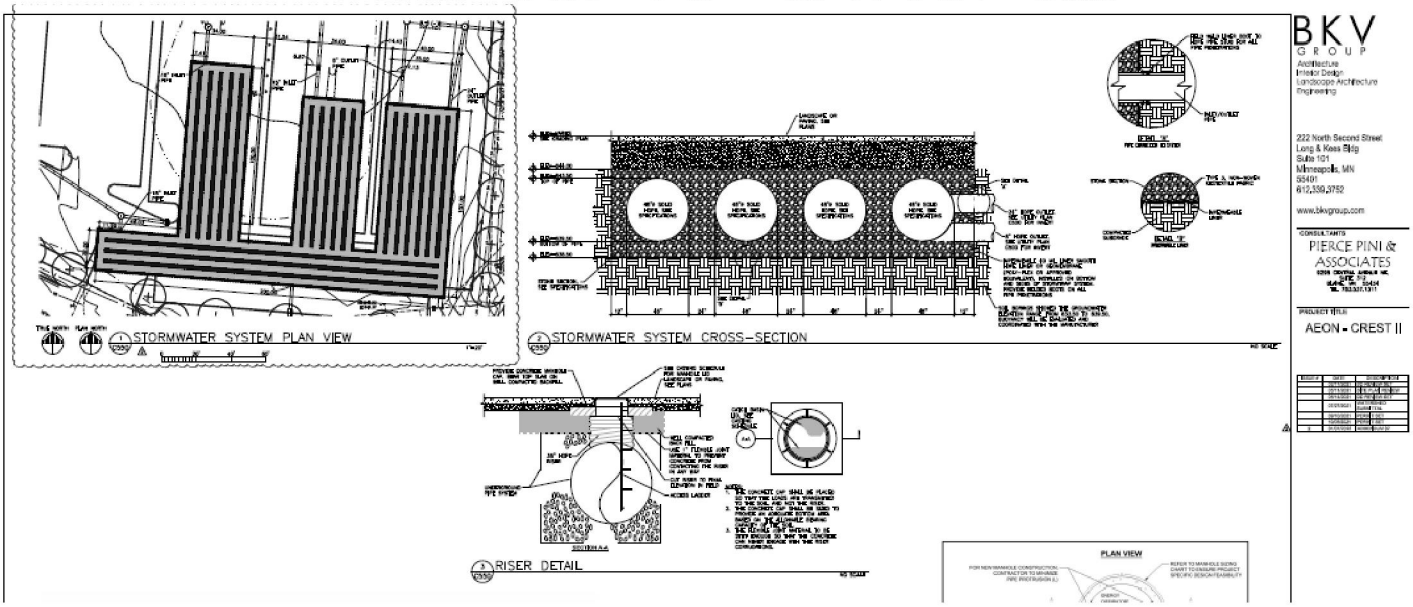


EXHIBIT C

Annual Inspection Report Inspection Year:_____

Name of Site: _____ Address: _____

Inspector: _____ Company: _____

Signature: _____ Phone: _____

Send Report to: City of Brooklyn Center, Public Works – Engineering,
6301 Shingle Creek Parkway, Brooklyn Center 55430
phone: 763.569.3340 email: publicworks@ci.brooklyn-center.mn.us

Bioretention/Filtration Facility No. 1 – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
No dumping of yard waste into facility		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O & M plan		
Plant composition according to O & M plan		
Adequate vegetation density		
Undesirable vegetation removed		
Grass height less than 6 inches		
Mulch layer adequate		
No evidence of erosion		
3. Check Dams/Energy Dissipators/Sumps (Annually, After Major Storms)		
No evidence of sediment buildup		
Rip Rap in place and no missing rock		

Bioretention/Filtration Facility No. 1 – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annually)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
No evidence of surface clogging		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annually, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annually)		
Facility has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

Underground Treatment/Storage Facility No. 1 – Operation and Maintenance Checklist

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing drainage areas and facilities clean of litter and vegetative debris		
Trench surface clean		
Contributing drainage area stabilized and free of erosion		
Inflow pipes clear		
Overflow spillway clear		
Inlet area clean		
2. Pretreatment Sediment Trap/Forebay (Twice Annually)		
Adequately trapping sediment		
Winter accumulation of sand removed each spring		
Measure elevation of sediment sumps		Precleaning Elevation:_____ Postcleaning Elevaton:_____ Sediment Removed:_____Cubic Yards
3. Dewatering (Monthly)		
Dewaters between storms as designed per the O&M plan		
4. Structure (Annually)		
Inspect all caps, lids and covers per O & M plan		
Inspect surface for any obvious cave-in type of issues		
Inspect and clean all upstream catchbasins and manholes		
Inspect internal components of facility		
Inspect facilities inlet and outlet		
5. Sediment Cleanout of facility (Annually)		
No evidence of sediment in filter (if present)		

No evidence of sediment accumulation (remove as necessary)		Sediment Removed:_____Cubic Yards

Underground Treatment/Storage Facility Operation, Maintenance, and Management Inspection Checklist

Underground Treatment/Storage Facility No. 1 – Operation and Maintenance Checklist (continued)

Maintenance Item (frequency of inspections and maintenance)	Satisfactory / Unsatisfactory	Comments
7. Inlets (Annually)		
Good condition		
No evidence of erosion		
8. Outlet/Overflow Spillway (Annually)		
Good condition, no need for repair		
No evidence of erosion		
Comments:		
Actions to be taken:		

Underground Treatment/Storage Facility Operation, Maintenance, and Management Inspection Checklist

Box 198
Kennedy & Graven, Chartered **Torrens**

CONSENT AND JOINDER BY MORTGAGEE

The _____, a _____, holder of a mortgage on the property which is described as follows:

Parcel 1:

Tract A, Registered Land Survey No. 1359, Hennepin County, Minnesota
Torrens Property

Parcel 2:

Common driveway and pedestrian use easement contained in Quit Claim Deed dated March 19, 1981, filed June 19, 1981, as Document No. 1429165.

Parcel 3

Common driveway and pedestrian use easement contained in Agreement Between Adjoining Owners Creating Common Easement for Driveway Purposes and Pedestrian Use dated November 30, 1973, filed February 11, 1974, as Document No. 1098796.

hereby consents and joins in the Easement dated _____, 2024, filed _____, 2024 in the office of the Hennepin County Registrar of Titles as Document No. _____ so as to subject and subordinate the undersigned's interest to said Easement.

Dated: _____

MORTGAGEE

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the _____ of _____, a _____ in the state of _____, on behalf of the _____.

_____
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402 (SJS)
(612) 337-9300

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Liz Heyman Public Works Director
BY: Cynthia Majors, Public Works Admin Assistant, Matt Chopp City Forestry

SUBJECT: Resolution Acknowledging Awarded Funds for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant and Authorizing Acceptance of Grant Funds

Requested Council Action:

- *Motion to approve a resolution acknowledging the awarded funds for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant and authorizing acceptance of grant funds.*

Background:

With the ReLeaf Community Forestry Grant from the Minnesota Department of Natural Resources, City staff plan to remove 49 diseased green ash trees throughout Twin Lake Park, Lakeside Park, Kylawn Park, West Centennial Park, and Lions Park. Then replace them with 59 new trees of varying species. The project addresses public safety concerns posed by aging and diseased trees, benefiting residents and maintaining a healthy natural canopy. Immediate tree replacement is crucial, aligning with Brooklyn Center's 31-year commitment to Tree City USA, showcasing dedication to the community's natural landscape.
The trees species planted were approved by the Minnesota Department of Natural Resources. Those species include Elm, Coffetree, Hornbeam, Honylocust, Mountain ash, Hickory, Beech, Japanese Tree Lilac, Linden, Oak, Hazelnut, Walnut, Katsura, Rubber Tree, and London Planetree.

Additional Information:

ReLeaf Community Forestry Grant aims to enhance community tree cover and involve residents in tree protection. Goals include:

- Boosting city forestry capacity.
- Diversifying the urban canopy for climate resilience.
- Sequestering carbon dioxide.
- Promoting energy conservation.
- Supporting local tree care businesses.

The initiative aligns with the Minnesota Department of Natural Resources' efforts to address disparities by improving community forest ecosystem health, contributing to air quality, stormwater management, and overall sustainability.

Budget Issues:

The total proposed project cost for removals and plantings throughout the five parks is $95,380.00. The Minnesota Department of Natural Resources awarded the City $95,380.00. The City will meet its obligation to the grant by watering and maintaining tree care for the new plantings for the next five years.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Sustainability

ATTACHMENTS:

Description	Upload Date	Type
Resolution Accepting ReLeaf Community Forest Grant	2/5/2024	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACKNOWLEDGING AWARDED FUNDS FOR THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES RELEAF COMMUNITY FORESTRY GRANT AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS

WHEREAS, the Minnesota Department of Natural Resources ReLeaf Community Forestry Grants provides funds to encourage and promote the inventory, planting, assessment, maintenance, improvement, protection, and restoration of trees and forest resources to enhance community forest ecosystem health and sustainability as well as to reduce atmospheric carbon dioxide levels and promote energy conservation, and;

WHEREAS, the City of Brooklyn Center desires to remove 49 diseased green ash trees throughout Twin Lake Park, Lakeside Park, Kylawn Park, West Centennial Park, and Lions Park.

WHEREAS, the City of Brooklyn Center desires to plant 59 new trees of varying species, to reduce atmospheric carbon dioxide levels and enhance community forest ecosystems health.

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

1. Authorizes its City Manager to accept awarded funds on behalf of the City for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant and to execute such agreements as may be necessary to implement the project on behalf of the City.

February 12, 2024 _____
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.

Member _____ introduced the following resolution and move its adoption:

CITY OF BROOKLYN CENTER
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF BROOKLYN CENTER TO ENTER INTO A CONTRACT WITH HENNEPIN COUNTY FOR LOCAL FOOD PURCHASE ASSISTANCE (LFPA) (#HS00001632) AND AUTHORIZING THE CITY MANAGER AND RECREATION DIRECTOR TO EXECUTE SUCH CONTRACT

WHEREAS, the Hennepin County Human Services and Public Health Department issue contracts for Local Food Purchase Assistance; and

WHEREAS, Brooklyn Center, Crystal, New Hope and Robbinsdale collaboratively applied for the Local Food Purchase Assistance project; and

WHEREAS, the collaboration of cities was issued contract for the LFPA in which Brooklyn Center portion of the contract is $25,351.00; and

WHEREAS, the contract timeframe is February 5, 2024 and continues through December 21. 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, authorizes the City of Brooklyn Center to enter into an contract with Hennepin County for Local Food Purchase Assistance (LFPA) and authorize the City Manager and Recreation Director to execute such contract.

February 12, 2024
Date

_____
Mayor

_____
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.

HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT PROVIDER AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, A-2300 Government Center, Minneapolis, Minnesota 55487 ("DEPARTMENT" or "HSPHD"), and City of Brooklyn Center, 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 ("PROVIDER").

The parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on February 05, 2024, and expire on December 31, 2024, unless cancelled or terminated earlier in accordance with the provisions herein.

2. DESCRIPTION OF SERVICES

A. PROVIDER will provide services as described in EXHIBIT A: CONTRACTED SERVICES. These services shall be referred to as "Contracted Services." Contracted Services are provided to Eligible Persons as defined by Clause 6 of this Agreement.

B. The Contracted Services are briefly described in the following summary:

PROVIDER will carry out Farm to Community Local Food Purchase Assistance (LFPA) project activities at the community level.

C. PROVIDER shall comply with COUNTY's rules, policy, and direction regarding use of COUNTY facilities. COUNTY may deny PROVIDER access to any COUNTY facility at any time and may remove any PROVIDER personnel from COUNTY facilities at any time and in COUNTY's sole discretion. PROVIDER shall not allow unauthorized personnel to use COUNTY facilities.

D. In addition to any applicable state or federal requirements, PROVIDER shall comply with all COUNTY COVID-19 rules, policies, and directions, which may include requiring that PROVIDER's employees and subcontractors be fully vaccinated against COVID-19 along with other related obligations. As between the parties, PROVIDER shall be solely responsible for the cost of complying with the foregoing, including but not limited to the cost of any vaccination, testing, validation/certification, and any additional obligations.

3. COST OF THE AGREEMENT

A. This is a cost reimbursement agreement. Total payments by COUNTY under this Agreement shall not exceed $25,351.00.

B. If PROVIDER is paid more than the not-to-exceed amount, PROVIDER shall reimburse COUNTY for the excess payments within forty-five (45) days of notification by COUNTY.

4. PAYMENT FOR SERVICES

A. No advance payments will be made under this Agreement.

B. PROVIDER shall perform all services hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that PROVIDER has not complied with the foregoing, COUNTY shall not have any obligation to pay PROVIDER for the non-complying services.

C. For services paid by COUNTY, PROVIDER shall within thirty (30) calendar days following the last day of each calendar month submit an itemized invoice to COUNTY specifying the costs incurred by PROVIDER during the previous month. COUNTY will not reimburse PROVIDER for any costs incurred by PROVIDER which are not in accordance with PROVIDER's line item budget attached in EXHIBIT B: FINANCIAL INFORMATION. PROVIDER shall not be reimbursed for costs incurred if reports are not submitted in accordance with terms of this Agreement. Any invoice received beyond ninety (90) calendar days from the last day of the month of service or from the date at which COUNTY is determined to be the payer of last resort may be refused for payment upon the sole discretion of COUNTY.

D. PROVIDER shall not invoice for services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display COUNTY purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

E. COUNTY will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, COUNTY will notify PROVIDER within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from PROVIDER, COUNTY will make payment within thirty-five (35) days.

F. Payments shall be applied toward actual expenses, including all applicable other sources of revenue, to be incurred by PROVIDER in the provision of services under this Agreement. COUNTY payments shall be applied in equal proportion as all other revenue sources to all expenditures listed in EXHIBIT B: FINANCIAL INFORMATION. Such costs shall be consistent with the line item budget and supporting materials identified in EXHIBIT B. All expenditures and revenues governed by PROVIDER's budget as described in EXHIBIT B and all

payments for contracted service costs are made subject to financial review by COUNTY. This financial review shall be the final determination of reimbursable expenses under this Agreement.

G. Expenditures will be governed by PROVIDER's budget as described in EXHIBIT B.

H. If during the term of this Agreement, PROVIDER's actual expenses do not reflect budgeted levels, then PROVIDER may submit a written request to COUNTY for approval of a budget change. At COUNTY's discretion and only when approved in writing by the Contract Manager, COUNTY may allow line item budget changes that do not increase COUNTY's total cost for this Agreement. Such approval shall not be deemed a material modification of the Agreement.

I. Payments for the services rendered under this Agreement shall be made in the manner provided by law for payment of claims against COUNTY.

J. Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in PROVIDER's name.

K. PROVIDER will have sole responsibility for the collection of other fees or revenue. COUNTY accepts no responsibility for the collection or subsidization of bad debts related to other revenue for Contracted Services.

L. Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until PROVIDER is in compliance. In the event of a decision to withhold payments, COUNTY shall furnish prior written notice to PROVIDER.

M. COUNTY may withhold from any payment due to PROVIDER any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

N. In the event that COUNTY withholds payment for failure to comply with any of the provisions of this Agreement, then no interest penalty shall accrue against COUNTY. If claims are made by PROVIDER that COUNTY did not act in good faith in withholding payments as provided above, then such claims shall be handled as a dispute by the Contract Manager (pursuant to the Dispute Clause of this Agreement). If an audit is required by COUNTY before payment is to be made, then no interest shall accrue against COUNTY until thirty-five (35) days after the audit is completed by COUNTY.

O. PROVIDER will not charge a program service fee to Eligible Persons.

5. FINANCIAL ACCOUNTING PRINCIPLES

A. Financial Reports:

(1) Financial reports for each budget period must be on the accrual basis. Financial reports include a revenue and expense report for the total agency and a contracted program specific line item revenue and expense report.

(2) PROVIDER's accounting system and records must be able to specifically identify the revenues and expenses for each contracted program as set forth in EXHIBIT B and be able to produce the financial reports required in Clause 5.A.(1).

B. Administrative Allocations:

(1) Administrative (Management & General) expense allocations must be in accordance with the Contracted Services budget. The allocation of General Administrative expenses must be based on a specifically identified methodology which is consistent, verifiable, systematic, and reasonable.

(2) The allocations must be in accordance with all applicable federal, state, and local statutes, regulations, rules, ordinances, and COUNTY policies, now in force or as hereafter enacted (including OMB Uniform Grant Guidance); identified in the Contracted Services budget and supporting materials; and substantiated by PROVIDER's accounting policies and procedures.

(3) Fundraising (Development) expenses must be in accordance with the Contracted Services budget. The allocation of fundraising expenses must be based on a method which is verifiable and explained in the line item budget substantiation. For federal awards, fundraising is an unallowable cost per OMB Uniform Grant Guidance.

(4) Fundraising expenses cannot exceed fundraising revenues for the contracted services budget.

C. Treatment of Other Revenues:

(1) Definition: Other revenues are all revenues received (earned), other than the COUNTY payment under this Agreement, for the contracted program. Items included as other revenues but not limited thereto, are contributions, grants, fees for services, interest, investment income, and the allocation of Indirect Revenues per 5.C.(3) below.

(2) Donor Restrictions: Donors may designate their contributions to be used for a specific purpose. The contribution shall be recorded as specified by the donor and PROVIDER must retain substantiation. Unless a donor

restricts a contribution for a specific purpose, it will be treated as other unrestricted revenue.

(3) Allocation of Indirect Revenues: Other revenues received that are not specifically and directly identifiable with the particular contracted program will be allocated to the contracted program service using the "Indirect Revenue Allocation Method." This method is calculated as follows:

For each Indirect Revenue source budgeted, the amount budgeted for the contracted program will be divided by the amount budgeted for the total agency; to determine the budgeted allocation percentage. This budgeted allocation percentage will then be applied to the agency's total actual revenue amount, to calculate the amount of each Indirect Revenue source to be allocated to the contracted program.

If the contract budget document and supporting materials are insufficient to calculate the budgeted allocation percentage for Indirect Revenues, then the full amount of budgeted Indirect Revenues shall be applied to the contracted program; regardless of what the total agency actual amount of Indirect Revenues is determined to be.

6. ELIGIBILITY FOR SERVICE

A. PROVIDER shall have responsibility for determining eligibility of individuals to receive Contracted Services. PROVIDER shall furnish Contracted Services to the target population of Hennepin County residents as specified in EXHIBIT A to this Agreement. Such individuals receiving services are referred to as "Eligible Persons."

B. In all cases where COUNTY is not the county of financial responsibility, PROVIDER must obtain approval for service and payment directly from the financially responsible county or from other payment sources. COUNTY assumes no financial responsibility to PROVIDER for Contracted Services provided to anyone who is determined not to be the financial responsibility of COUNTY.

7. ADDITIONAL UNDERSTANDINGS

INTENTIONALLY OMITTED

8. RECORDS

Subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their 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 accounting practices and procedures of PROVIDER and involve transactions relating to this Agreement. PROVIDER shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

9. COMPLIANCE

A. When required, PROVIDER shall remain licensed by the state of Minnesota during the term of this Agreement. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.

B. PROVIDER shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.

C. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.

D. PROVIDER shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.

E. PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. PROVIDER shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the state of Minnesota or the federal government.

F. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, PROVIDER is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.

G. PROVIDER agrees to comply with applicable state of Minnesota Rules governing social services currently in force or later enacted.

10. DATA PRIVACY AND SECURITY

A. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the

Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies PROVIDER that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. PROVIDER shall promptly notify COUNTY if PROVIDER becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this clause.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by PROVIDER does not necessarily make the data protected as such under any applicable law.

B. In addition to the foregoing MGDPA and other applicable law obligations, PROVIDER shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by PROVIDER or acquired by PROVIDER from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If PROVIDER has access to or possession/control of County Data, PROVIDER shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, PROVIDER shall notify COUNTY of the inconsistency and follow COUNTY direction. PROVIDER shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying PROVIDER's indemnification obligations herein.

C. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the administration and management of programs or as authorized or required by state or federal law. PROVIDER shall notify COUNTY of the name of the Responsible Authority which shall be maintained in COUNTY files.

D. Providers who have met the criteria to have access to DEPARTMENT owned or managed data systems, including state systems, must comply with DEPARTMENT data practices policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to DEPARTMENT data practices and privacy official. PROVIDER must notify COUNTY Identity and Access Management immediately when the individual accessing DEPARTMENT's data system leaves the organization or moves to a different position in the organization.

E. COUNTY may, in its sole discretion, grant PROVIDER limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, PROVIDER and all PROVIDER personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to PROVIDER's duty to comply with applicable law and regulations and PROVIDER's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, PROVIDER's access to County Systems shall be subject to the following: (i) PROVIDER shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of PROVIDER shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if PROVIDER utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) PROVIDER shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any PROVIDER personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, PROVIDER shall immediately notify COUNTY and ensure that said individual no longer has access to County

Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the DEPARTMENT's Contract Management Services.

F. Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of COUNTY and as specified in writing by COUNTY, PROVIDER shall deliver to the DEPARTMENT's Contract Management Services all County Data so specified by COUNTY.

(2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits PROVIDER to retain copies of the County Data, PROVIDER shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by COUNTY, PROVIDER shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, PROVIDER shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. NON-DISCRIMINATION

A. COUNTY encourages PROVIDER to develop and implement a policy promoting diversity, equity, and inclusion in PROVIDER's workplace.

B. PROVIDER shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Persons. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Persons such as language, racial/ethnic background and social/religious background. PROVIDER shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Persons receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.

C. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:

(1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor

(2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.

D. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation.

E. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.

F. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel, including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

12. FAIR HEARING AND GRIEVANCE PROCEDURE

INTENTIONALLY OMITTED

13. CONTRACT MANAGEMENT AND DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by DEPARTMENT's Contract Management Services, which shall reduce the decision to writing and furnish a copy thereof to PROVIDER. The decision of DEPARTMENT's Contract Management Services shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, PROVIDER furnishes to the Contract Manager a written appeal addressed to COUNTY. The decision of COUNTY or its duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance

of the Agreement and in accordance with DEPARTMENT's Contract Management Services' decision.

B. This disputes clause does not preclude consideration of questions of law.

C. Jurisdiction and Venue. 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.

14. INDEMNIFICATION

A. Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for state agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of state agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.

B. Duty to Notify: PROVIDER shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against PROVIDER, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. PROVIDER shall also notify COUNTY whenever PROVIDER has a reasonable basis for believing that PROVIDER and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

15. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

16. INDEPENDENT CONTRACTOR

PROVIDER shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting PROVIDER as the agent, representative, or employee of COUNTY for any purpose. PROVIDER is and shall remain an independent contractor for all services performed under this Agreement. PROVIDER shall secure at its own expense all personnel required in performing services under this Agreement. PROVIDER's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of PROVIDER's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against PROVIDER, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

17. MERGER, MODIFICATION, AND SEVERABILITY

A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. PROVIDER and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

C. Any alterations, variations, or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment or ministerial adjustment to this Agreement signed by the parties. Notwithstanding the foregoing, at COUNTY's sole discretion DEPARTMENT's Contract Manager may provide written authorization for line item budget changes that i) do not increase the contract Not-To-Exceed amount, and ii) do not exceed 10% of a line item. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Contract Management and Disputes may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

D. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. PROVIDER OBLIGATIONS

A. PROVIDER shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. PROVIDER shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and PROVIDER shall determine whether such inability will require a modification, cancellation or termination of this Agreement.

B. When requested, PROVIDER will provide COUNTY with any proper documentation that is necessary for COUNTY to complete forms and reports in compliance with regulations of state and federal agencies or other funding sources.

C. PROVIDER will comply with all of the provisions of:

(1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, Chapter 260E, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.

(2) The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.

D. PROVIDER affirms that to the best of PROVIDER's knowledge, PROVIDER's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to PROVIDER, PROVIDER shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether PROVIDER will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

E. PROVIDER shall notify COUNTY, prior to publication, release, or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases,

external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, PROVIDER (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

F. COUNTY encourages PROVIDER to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages PROVIDER to educate employees about the recycling program.

G. PROVIDER shall undertake development of emergency preparedness plans.

H. PROVIDER shall inform COUNTY, in writing, of key staff, licensure, and Board of Directors membership changes within five (5) days after occurrence.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. PROVIDER binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

B. PROVIDER shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by PROVIDER, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement.

C. PROVIDER shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. Further, PROVIDER shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between PROVIDER and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. PROVIDER shall make contracts between PROVIDER and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between PROVIDER and a subcontractor, or a waiver or release by COUNTY of PROVIDER's full compliance with the requirements of this clause: (1) COUNTY's request or lack of request for contracts between PROVIDER and subcontractors; (2) COUNTY's

review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

D. As required by Minnesota Statutes, section 471.425, subd. 4a, PROVIDER shall pay any subcontractor within ten (10) days of PROVIDER's receipt of payment from COUNTY for undisputed services provided by the subcontractor and PROVIDER shall comply with all other provisions of that statute.

20. NOTICES

A. PROVIDER shall provide contact information, including a current email address, for their executive director to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.

B. Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in PROVIDER's Form W-9 provided to COUNTY.

21. DEFAULT AND CANCELLATION/TERMINATION

A. If PROVIDER fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless PROVIDER's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until PROVIDER's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.

B. If COUNTY has reason to believe that the safety or well-being of Eligible Persons receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Persons, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by COUNTY that the safety and well-being of Eligible Persons has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Persons will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement. No payments shall be made for the

period during which services are suspended unless otherwise determined by COUNTY.

C. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined. Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.

D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

E. 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.

F. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

G. This Agreement may be cancelled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.

H. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:

(1) Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation/termination.

(2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.

(3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by COUNTY.

(4) Notify in writing all Eligible Persons and any other counties of financial responsibility of the cancellation/termination of this Agreement.

I. PROVIDER has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

22. SURVIVAL OF PROVISIONS

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: RECORDS; DATA PRIVACY AND SECURITY; CONTRACT MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

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COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

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Reviewed for COUNTY by:

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ATTEST:

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Board Resolution No:
{{*BoardResolution_es_:signer5:brs}}

By:

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Document Assembled by:

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PROVIDER

PROVIDER warrants that the person who executed this Agreement is authorized to do so on behalf of PROVIDER as required by applicable articles, bylaws, resolutions or ordinances.*

By:

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By:

{{Sig_es_:signer3:signature}}

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*PROVIDER represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

EXHIBIT A: CONTRACTED SERVICES

SECTION 1, SERVICE NARRATIVE

PROVIDER will implement the Hennepin County Farm to Community program to the citizens of the City of Brooklyn Center.

- Enlist identified emerging farmers and secure distribution sites for program implementation.
- Conduct listening sessions/focus groups or surveys with:
    - Potential participants to determined participant project preferences (produce likes/dislikes, delivery method and frequency) and project evaluation (project perception and intentions to include additional produce in their dietary pattern).
    - Participating farmers to explain project specifics, review good farming practices (GFA), food safety measures as well as methods to reduce food waste.
- Procure produce from identified priority farmers and distribute to low income residents June 2024 through September 2024 (16 weekly distributions).
- Participate in all evaluation activities including data collection and submission for emerging farmers, distributions sites, number of participants as well as one on-site visit from Minnesota Department of Agriculture (MDA).
- Submit at least quarterly invoices to the COUNTY on provided invoice template.
- Complete any other Local Food Purchase Assistance (LFPA) grant activities necessary for grant fulfillment as identified by Hennepin County Public Health.

EXHIBIT B: FINANCIAL INFORMATION

SECTION 1, CONTRACT BUDGET

DELIVERABLE	COST	QUANTITY	TOTAL
Procurement – Farms	 $21,350.00	 3	 $21,350.00
Food Storage – * Wax Produce Boxes * Insulated totes * Produce bags * Food pink containers	 $929.00	 -	 $929.00
Administration – Part-time staff for distribution	 $16.97	 10 hours x 10 weeks	 $1,697.00
Engagement and Outreach – Host community meeting about food distribution locations (Community Center) – 1 hour each meeting Marketing materials (flyers, postcards) Targeted Social Media	 $200.00 $250.00 -	 4 hours posts	 $800.00 $250.00 -
Food Transportation- Mileage for food distribution – 500	 $0.65	 500 miles	 $325.00
Total Not-To-Exceed Amount			**$25,351.00**

Federal Award Contract Provisions Addendum

This Federal Award Contract Provisions Addendum is attached and incorporated into the foregoing agreement (the "Agreement").

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term "contract" shall mean the "Agreement"; the terms "contractor", "Contractor", and "CONTRACTOR" shall mean the party identified as "CONTRACTOR" or "PROVIDER" in the Agreement; and the terms "APPLICANT" and "COUNTY" shall mean the COUNTY OF HENNEPIN, STATE OF MINNESOTA. Citations included throughout this Addendum are for guidance and not determinative.

The provisions below may be applicable pursuant to (i) applicable federal law, including 2 C.F.R., Part 200, Appendix II (see, especially, 2 C.F.R. §200.327); (ii) COUNTY's application of federal awards to this transaction; and/or (iii) the nature and cost of the transaction.

In addition to CONTRACTOR's compliance with applicable provisions, CONTRACTOR shall ensure that its subcontractors or other parties performing on CONTRACTOR's behalf comply with the applicable provisions and confirm the same with necessary provisions in its subcontracts.

1) Remedies.

   The remedy provisions in the Agreement shall apply.

2) Termination For Cause and/or For Convenience.

   The termination provisions in the Agreement shall apply.

3) Equal Employment Opportunity.

   During the performance of this contract, the contractor agrees as follows:

   A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H, of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the federal award associated with this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred

until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

4) Davis-Bacon Act.

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are 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.

C. Additionally, contractors are required to pay wages not less than once a week.

5) Copeland Anti-Kickback Act.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6) Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this subsection.

7) Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

8) Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation

as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds $150,000.

B. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds $150,000.

9) Debarment and Suspension.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING.

11) Procurement of Recovered Materials.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or
(3) At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

A. Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

13) Domestic preferences for procurements.

A. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included

in all subcontracts including all contracts and purchase orders for work or products under this contract.

B. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Kris Lawrence-Anderson, Mayor Pro Tem

SUBJECT: Proclamation Declaring February 12, 2024 as Don Halverson Day in Honor of his 101st birthday and Commemorate his Military Service in WWII

Requested Council Action:

- motion declaring February 12, 2024 as Don Halverson Day in Honor of his 101st birthday and Commemorate his Military Service in WWII

Background:

Don Halverson has been a resident of Brooklyn Center for over 64 years. He served in World War II and is going to be celebrating his 101st birthday on February 24, 2024.

To commemorate Mr. Halverson's 101st birthday, his military service in WWII, and his 64 years as a resident of the City of Brooklyn Center, we declare February 12, 2024 as "Don Halverson Day."

Budget Issues:

- none

Inclusive Community Engagement:

- none

Antiracist/Equity Policy Effect:

- none

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	2/9/2024	Proclamation

Proclamation

Declaring the City of Brooklyn Center, "Celebrates, Resident and Military Veteran, Don Halverson's 101st Birthday and Commemorate His Military Service in WWII on February 12, 2024

WHEREAS, Don Halverson Celebrates his 101st on Saturday, February 24: and

WHEREAS, Don Halverson has lived in the City of Brooklyn Center since 1959, sixty-four years; and

WHEREAS, Don Halverson served his country with the U.S. Army in WWII, as a Tech Sergeant, with the 34th Red Bull Division, 168th Infantry, and while serving in Italy from 1943 to 1945, Don's platoon had a casualty rate of over 80%, in the Battle of Monte Cassino; and

WHEREAS, less than one percent of the 16.1 million U.S. WWII veterans survive today and according to the National WWII Museum only 3,845 Minnesota, WWII were still living in 2023; and

WHEREAS, Don Halverson has been very active with the Veterans of Foreign Wars, being a member for over 75 years; and

WHEREAS, Don Halverson believes strongly in supporting our active-duty military men and women and also in honoring all of our military veterans; and

Now, Therefore, I, Kris Lawrence-Anderson, Mayor Pro Tem, on behalf of the City Council, city staff and city residents, do hereby proclaim today, February 12, 2024, "Commemorate Don's Military Service and celebrate his 101st Birthday"

February12, 2024
Date

Mayor Pro Tem

*ATTEST:*_____
City Clerk

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH:
BY: Jesse Anderson, Community Development Director

SUBJECT: Resolution Approving the Projected Use of Funds for the 2024 Urban Hennepin County Community Development Block Grant Program and Authorizing Signature of a Subrecipient Agreement with Hennepin County

Requested Council Action:

- *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 2024 Urban Hennepin County Community Development Block Grant program and authorizing signature of a subrecipient agreement with Hennepin County*

Background:

In 2023 the City Council opted to prioritize the funding for Single Family home Rehab. Staff has prepared a resolution with the same support as in 2023.

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 affordable and reducing disparities in housing stability.

These include:

- Priority Need 1: Preserve & Create Rental Opportunities
- Priority Need 2: Preserve & Create Homeowners 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

Because Hennepin County is responsible for the monitoring and reporting of the CDBG funds, the County oversees the use of funds within the consolidated pool. Cities that wish to diverge from the typical use of funds must seek permission from the County.

Prior to 2018, cities were allowed to allocate up to 15 percent of their CDBG funding to public services. While Brooklyn Center regularly did so, other communities chose not to. In addition, the reporting requirements for the funds are onerous, and the County determined that it would be easier to pool the public service allocation and administer the distribution of those funds internally. Each city is now asked to send a representative to a committee, which reviews public service funding requests and makes a determination as a whole as to which public service organizations get funding and how much.

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. 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. Further this wait list for this program had continued to grow, the current wait list is 282.

Down Payment Assistance - Brooklyn Center allocated $100,000 towards home buyer assistance with the 2020 and 2021 CDBG funding. The City is contracting with Center for Energy and Environment (CEE) to administer the program. In 2023, The City Council funded $60,000 from TIF 3 Housing funds for this program. Since then, the CDBG funding for Down Payment has been expended and will use TIF3 Housing funds next.

The number of restrictions on this program and the limited supply of home for sale in Brooklyn Center has continued to eliminate most applicants prior to them submitting an application. A review of the MLS listing for Brooklyn Center on January 22, 2024 provided that there were 32 single family homes actively available for purchase.

Scattered site acquisition/rehab - The scattered site acquisition is done in New Hope. It is similar to the City's previous buy and replace program. It allows for the purchase and renovation or demo of a blighted structure, which is then sold to a low/moderate income household. The individual cost per unit is high, minimizing the impact of this program.

Infrastructure improvements - These are physical improvements to community or public facilities that are utilized by low and moderate income residents. Some cities have use CDBG funds to purchase play ground equipment or make other physical improvements. One challenge with the use of CDBG funds in this manner is that it triggers Federal Fair Wage standards, which require a significant amount of reporting and paperwork, and increasing the cost of the project above what it would be if other funds were available, making small scale improvements more work and more expensive than the value of the funding being used.

Small Business Entrepreneur Funding - Options for using CDBG funds for programs to support the creation/support of small businesses were discussed with Hennepin County staff. HUD rules allow for

CDBG funds to be used in this manner under certain circumstances, specifically to support job creation. According to Hennepin County staff, use of the funds requires demonstrated job creation over an extended amount of time. Not unlike other uses of CDBG funds, it requires extensive reporting, which falls on individual small business owners and monitoring is required over a number of years. Federal funding often comes with stringent reporting and monitoring requirements, which can create a barrier. Alternatively, the city's EDA funds may be a better mechanism to serve small businesses as the funds can be more nimbly applied.

Resolution

A resolution has been prepared for City Council's consideration to approve the 2024 CDBG program. The total preliminary allocation for CDBG Program Year 2023 is estimated $214,488.55 The resolution allocates the full allocation to the Hennepin County Rehab program.

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 2024 CDBG program.

Budget Issues:

CDBG funds are exclusively federal dollars.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Be an effective partner with other public entities, Strengthen and diversify business development and housing

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/31/2024	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING PROJECTED USE OF FUNDS FOR 2024 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 12, 2024 to obtain the view of citizens on housing and community development needs and priorities and the City's proposed use of **$214,488.55** from the 2024 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 12, 2024.

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 2024 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)	$214,488.55

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 2024 Community Development Block Grant Program.

BE IT FURTHER RESOLVED, that should the actual amount of FY2024 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%

_____ _____

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: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Mayor April Graves

SUBJECT: Appointment to City Commissions

Requested Council Action:

- *Motion to approve the appointments to the City Commissions*

Background:

After reviewing all applications and working collaboratively with staff commission liaisons, here are the the suggested appointments to city commissions:

Financial Commission
- Gretchen Enger
- Jeff Lewis

Housing Commission
- Erin Wixten

Planning Commission
- Stephen Schonning

Budget Issues:

None

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

N/A

Strategic Priorities and Values:

Strengthen community and employee engagement in key decisions, Accountability

Council Regular Meeting

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: Appproval of the 2024 Legislative Priorities

Requested Council Action:

- *Motion to approve the 2024 Legislative Priorities.*

Background:

The Minnesota Legislative session commences on February 12, 2024, and will continue through May 20, 2024.

Attached are the 2024 legislative priorities were identified by the Council and staff, which are outlined in the attachment. The 2024 legislative priorities cover the following areas of focus:

- Administration
- Essential Services
- Housing and Development
- Business and Economic Development
- Financial
- Law Enforcement and Public Safety
- Transportation

Staff is recommending that the City Council consider approval of the proposed 2024 Legislative Priorities.

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Strengthen community and employee engagement in key decisions, Be an effective partner with other public entities, Safety

ATTACHMENTS:

Description	Upload Date	Type
2024 Legislative Priorities	2/8/2024	Cover Memo
2024 Legislative Priorities PPT	2/8/2024	Cover Memo

City of Brooklyn Center 2024 Legislative Agenda

January 2024

Overview

The City of Brooklyn Center works together with its partners to support proposals for new legislation in Minnesota designed to strengthen the community. The following list of legislative priorities and positions, along with those prepare by the Brooklyn Center Economic Development Authority (EDA), constitute Brooklyn Center's legislative agenda for the 2024 legislative session.

Diversity, Equity and Inclusion

The City of Brooklyn Center, with our rich racial, ethnic and demographic diversity is committed to supporting local, state and federal policies and investments that advance the goals of eliminating racial and economic disparities in areas such as housing, employment, transportation, health care, safety, etc., and works towards a more inclusive economy. Many of the detailed advocated for in this document strive to achieve these goals.

Administration

- BCLG 01-2024 Official Notifications / Information Access – The City of Brooklyn Center supports the state in eliminating outdated and unnecessary publication requirements no longer relevant or representative of the City's technological capabilities.

Justification – Currently, the state has laws mandating the City to establish an "official" or "qualified" newspaper for formal city notifications. The law specifies that cities designate only "one" newspaper; it must be printed in English, and if it is a daily newspaper, it must be distributed at least five days each week, etc. While the notification standards established in 1949 were well intended, they may not be complete or applicable to contemporary methods of communication or cost-efficient.

- BCLG 02-2024 Election Judge Recruitment and Retention – The City of Brooklyn Center supports efforts by the state to amend regulations to eliminate the party balance requirement of appointed and hired staff administering absentee balloting before Election Day and for city special elections. We further recommend that the Legislature authorize time off for college students if they have been appointed to serve as an election judge.

Justification – City elections are non-partisan and govern elections in a non-partisan manner. One of the City's strategic priorities is "community engagement across all segments of the City." The City desires to engage as many residents as possible in the election process.

- BCLG 03-2024 Funding for Cultural Centers/Museums and Other Community Building Assets- the City of Brooklyn Center encourages the Legislature to provide funding and provide new rules that will support the establishment of Cultural Museum/Centers that reflect the unique traditions and values provided by immigrants, new Americans and diverse communities; thereby enriching the lives of all Minnesotans.

Justification – As one of the most ethically and culturally diverse communities in the State of Minnesota. We believe that this strength should be valued and shared. Various cultural organizations and groups would love the opportunity to collaborate with the government, non-profits, and others to share the benefits of their culture. We believe the state can play an extremely valuable role by providing funding to build capacity and facilitate opportunities for these groups to add to the culture of Minnesota in a lasting and meaningful way. We believe existing Grant Programs should be modified or new funding should be approved to encourage Cultural Centers, Museums, and Arts to support the goal of cultural inclusion and diversity in the state.

Essential Services

- BCLG 04-2024 Brooklyn Center Public Works Garage – The City of Brooklyn Center supports efforts of the State to increase funding for transportation operating and maintenance facilities, like the Brooklyn Center Public Works Garage, as these facilities perform critical regional services.

Justification – Like many other cities across the State, Brooklyn Center's Public Works garage has reached the end of its useful life. The current size and design of the building creates safety issues and does not support investments in modern equipment, like an electrified fleet and charging stations. Brooklyn Center Public Works operations are critical to the region, as the city crews performs important regionally significant tasks such as snow and ice control to ensure access to regional shopping centers like Shingle Creek Crossing.

Housing and Development

- BCLG 05-2024 - Ensure Housing Security - The pandemic has accelerated the impacts of an existing housing crisis and has exposed many people to an immediate housing emergency. Tools like aid for tenants and landlords, and funding for affordable housing are important for immediate relief and longer-term recovery.

- BCLG 06-2024 Tenant Protections - The City of Brooklyn Center supports revising existing regulations that restrict local governments from enacting tenant protection measures. Further, the City of Brooklyn Center supports new legislation that clarifies and creates tools that support tenant protection measures, both locally and state-wide. These tools include but are not limited to, local authority to enact rent control, prevent discrimination based on income sources, limit tenant screening practices, prevent non-renewals of leases without just cause and prevent retaliation by rental property owners.

- BCLG 07-2024 Affordable Housing - The City of Brooklyn Center supports the creation of additional local tools and funding for workforce housing and affordable housing programs, including resources in a bonding bill. Specifically, the state should establish a housing tax credit contribution fund, create a state funding match for local housing trust funds, increase funding for Economic Development and Challenge Fund Grant program, and support dedicated funding for housing through bonding and general fund revenue.

Justification – The lack of workforce housing makes it difficult for employers to attract workers and for cities to attract new residents. Vacancy rates remain low and the market is not keeping up with the demand for affordable housing options. Cities want to play a role in addressing this issue but lack the resources and the flexible tools to create partnerships with public and private entities to ensure an adequate supply of affordable housing options.

- BCLG 08-2024 Small Business Development – The city supports city and non-profit partnerships in developing small business centers, incubators, and other affordable commercial opportunities for small and BIPOC owned businesses. Agency's such as African Career Education and Resources and CAPI USA provide support for small businesses and are critical in Brooklyn Center's business community.

- BCLG 09-2024 Business Tenant Protection – The city supports the state in creating more protection for tenants within commercial properties, with a focus on small lower-income businesses who are at greater risk of displacement. The City of Brooklyn Center has received more recent feedback relating to commercial tenants with challenging lease situation.
- BCLG 10-2024 Group Homes and Assisted Living Licensures - The City of Brooklyn Center requests the Legislature to examine the impacts of the established regulations, which limit the ability of municipalities to regulate group homes to determine if regulations are having a disproportionate effect on low-income communities and communities of color.

Justification - Our experience is that single-family affordable housing neighborhoods are attractive locations to investors seeking to profit from the establishment of group homes. Brooklyn Center has seen a drastic increase in the number of groups homes. The concentration of these homes in low-income neighborhoods reduces homeownership opportunities and wealth accumulation for residents and the concentration of these businesses can change the character of the neighborhood. These properties are straining to our local emergency response agency's as the tend to draw service calls at a much greater rate.

- BCLG 11-2024 Building Officials – The City of Brooklyn Center supports efforts of the state to increase its efforts to train new and diverse building officials, and provide sufficient education to help local officials administer and enforce construction regulations.

Justification – The City has established city priorities related to resident economic stability and the value of diversity and inclusion. There is a shortage of building officials in the state and a greater shortage of building officials of color. Sufficient funding and support by the state would permit the City and other cities to have access to a broader pool of candidates for building officials in the future.

Business and Economic Development

- BCLG 12-2024 Youth Tax Credit – The City of Brooklyn Center supports efforts by the state to create an internship-to-work tax credit for organizations hosting young workers in Brooklyn Center. This type of tax credit program exists now but is targeted at Greater Minnesota.

Justification – One of the City's strategic priorities is "Resident Economic Stability". This program would provide an incentive for businesses to participate in the BrookLynk Program of the Brooklyn Bridge Alliance.

- BCLG 13-2024 Workforce Readiness – The City of Brooklyn Center supports efforts of the state to fund fully the Minnesota Job Skills Partnership and other workforce training programs. The City also supports the state in providing flexible funding to local workforce councils and pursuing creative programming and funding. Finally, the City supports efforts to design and implement programs designed to address youth employment and workforce readiness.

Justification – One of the City's strategic priorities is "Resident Economic Stability". This program

would provide an incentive for businesses to participate in the BrookLynk Program of the Brooklyn Bridge Alliance. This effort would also, support the City's strategic priority of "Resident Economic Stability".

- BCLG 14-2024 TIF District Flexibility - The City of Brooklyn Center generally supports efforts of the State to increase the flexibility of TIF to facilitate redevelopment and housing activities.

Justification - In the Opportunity Site Redevelopment Area, The City has made significant investment in the acquisition and demolition of properties to achieve redevelopment goals laid out in the Master Plan. Market forces are also leading to significant delays in development of the property. Both factors a diminishing the effectiveness of TIF within the Opportunity Site.

- BCLG 15-2024 TIF District Extension - The City supports creating special legislation that will allow for creation of one or more redevelopment TIF districts within the Opportunity Site.

Justification - The City proposes special legislation that will allow for creation of one or more redevelopment TIF districts within the Opportunity Site., even if those areas cannot qualify based on existing statutory requirements. In addition, the City is requesting a 7-year extension to existing district No. 7's term, 4 -year rule, and 5-year rule. This will provide more time to complete the project and provide for a full 26-year duration of increment collections from the project. The bill would also provide for flexibility in spending tax increments in the district since many of the buildings are already removed.

Financial

- BCLG 16-2024 (Metro Area Fiscal Disparities) 4D Transition Aid – The supports state funding for cities recovering tax losses due to 4D Transition Aid.

Justification - Our region needs more units of affordable housing and deeper levels of affordability. Brooklyn Center supports initiatives to increase affordable housing supply in in the state. The recent legislative changes to the 4d tax classification however, disproportionality affects cities with several 4d properties whose tax bases are already stressed. Brooklyn Center is expected to lose over $250,000 in tax capacity over 2021 levels when the new rate is effective in 2025 (from non TIF-captured parcels). This translates to $166,000 in the City's portion of taxes assuming pay 2023 tax rates.

The new bill does support transition aid in 2025 and 2026 for communities whose tax capacity in 4d property exceeds 2% of total tax capacity. Based on current calculations, Brooklyn Center is expecting $4,231 in aid under this program. This represents only 2.5% of loss expected by Brooklyn Center. The City supports increasing the transition aid to cover cost for the entire tax impact and extending the benefit past 2026.

- BCLG 17-2024 Metro Area Fiscal Disparities - Brooklyn Center was once a net contributor to the Fiscal Disparities pool. Today as a net recipient, the fiscal disparity is a major factor contributing to the fiscal stability of the City and our taxpayers. Without Fiscal Disparities, the property tax burden in Brooklyn Center would escalate dramatically, perhaps more than 25%. We strongly encourage continued legislative support for Metro Area Fiscal Disparities.

- BCLG 18-2024 Sales Tax Exemption Simplification - We advocate for a way to simplify the utility of the current sales tax exemption for construction materials. The process for using the current sales tax exemption on construction is so complicated, risky, and burdensome to contractors and cities that we are aware of no city that has decided to use this exemption. In Brooklyn Center, we estimate savings of $300-$400 thousand annually for our neighborhood street and utility construction projects if the sales tax exemption was viable.

- BCLG 19-2024 Property Tax Relief – The City of Brooklyn Center supports efforts of the state to increase property tax relief for property owners experiencing high tax burdens due to property tax shifts.

  Justification - The City has experienced significant shifts in tax capacity growth from commercial to residential properties throughout the years of the most recent economic recession. As a result, residential property owners have endured a tax shift burden. We expect this trend to continue for the coming years as housing values continue to recover and commercial and industrial market values normalize.

- BCLG 20-2024 Local Government Aid - LGA – The City of Brooklyn Center supports the existing LGA funding formula as an appropriate mechanism to distribute LGA, support adding a racial and economic equity factor to the existing formula and opposes special funding using LGA funds.

  Justification – LGA has been cut for many years. The City's budget stability continues to be dependent on LGA funding. Any changes in the formula or siphoning of funds from the overall pool for special projects may be detrimental to the City's financial stability.

Law Enforcement & Public Safety

- BCLG 21- Permanent Prevention and Intervention Public Safety Aid - The City supports extension and permanent funding of Public Safety Aid.

  Justification – In 2023, the State Legislature passed one-time funding "Public Safety Aid" for purposes of supporting public safety, including community violence prevention and intervention programs, community engagement; mental health crisis; victim serves; training programs; first responder- wellness; equipment related to fire, rescue, emergency services; or to pay other personnel or equipment costs. Public safety response strategies alone are not sustainable financially or to the well-being and health of humans. Cities, counties and communities have little to no abilities to fund the critical public safety strategies of prevention and intervention. Permanent funding of community-centered public safety prevention and intervention will lead to a more sustainable, healthier and well-being of people.

- BCLG 22–2024 Race Identification on Driver's License – The City support self-identified race designation on driver's license.

  Justification – A self-identified race designation on the driver's license will facilitate the automatic capture of accurate race-related police activity data. This will improve our capacity to capture information to develop policies and practices that reduce/eliminate racial bias and inequity in

policing.

- BCLG 23-2024 Cop Autism Response Education and Vitals App - City of Brooklyn Center supports legislative funding for the expansion of the COP Autism Response Education (CARE) training model and VITALs app to better meet the needs of individuals on the Autism Spectrum and build more inclusive communities.

  Justification- Each year globally, an increasing number of children are being diagnosed with autism spectrum disorders. The State of Minnesota has the second-highest autism prevalence rate in the United States. Individuals with Autism Spectrum Disorder are valued members of our community and help to strengthen the City of Brooklyn Center, Unfortunately, individuals on the Autism Spectrum face significant barriers in utilizing emergency services due to sensory processing and other characteristics that are included in the diagnosis of Autism Spectrum Disorder. CARE and Vitals App are two significant tools that may be used to improve the efficacy and effectiveness of the emergency response to persons living in our community diagnosed with Autism Spectrum Disorder.

- BCLG 24-2024 - Juveniles in Municipal Jails – The City of Brooklyn Center supports efforts by the state to clarify state statutes that would allow juveniles to be held for questioning and booking in the City jail for up to six hours.

  Justification – The City would have more of an opportunity and time to work with a juvenile to resolve or remedy their situations before being transported to Hennepin County Jails should the state increase the max time juveniles may be held in a licensed municipal jail.

- BCLG 25-2024 - 21st Century Policing – The City of Brooklyn Center supports action by the state to increase funding for peace officer training, peace officer wellness activities, and grants to the cities to deploy technologies such as dash and body-worn cameras, all of which align with the President's Task Force 21st Century Policing Report.

  Justification - The City initiated efforts to implement 21st Century Policing soon after the report was published. The City continues to develop and train peace officers under the report. Funding support from the state would help advantage and stretch the use of City resources. To date, the City has taken on the expense of such efforts at the City's expense.

- BCLG 26-2024 – Appropriation; Fencing Consortium - $5,000,000 in fiscal year 2024 is appropriated from the general fund to the commissioner of public safety for a grant to the Fencing Consortium for acquisition of anti-scale fencing, pedestrian doors, and vehicle gates for local government facilities statewide to improve equitable access to a de-escalation and safety tool. This appropriation is available until the project is completed or abandoned, subject to Minnesota Statutes, section 16A.642. This is a onetime appropriation.

  Justification – Currently there is a consortium of Hennepin County cities participating in this joint

effort. Having the state take the lead on this effort would benefit all entities across the State of Minnesota.

- BCLG 27-2024 Joint EOC and Indoor Regional Fire Training Facility (located in Brooklyn Park) – The city supports funding for Brooklyn Park's regional joint emergency operations center and indoor fire training facility.

  Justification - There currently is no option for this type of training in the NW metro. Having this type of resource available to departments would be great in expanding fire training for our firefighters. The demand for this type of regional facility is in huge demand since many of our paid-on call firefighters have only a few years of service and very little real-life training. Brooklyn Center Fire Department would use this type of training facility many times annually.

- BCLG 28-2024 Regional Live Fire Training Facility (located in Dayton) – The city supports funding for the Dayton Regional live fire training facility.

  Justification - The Dayton facility will include a live burn tower where we can teach and learn with live fire training and operations from a multi-story training building. There currently is no option for this type of training in the NW metro. Having this type of resource available to departments would be great in expanding fire training for our firefighters. The demand for this type of regional facility is in huge demand since many of our paid-on call firefighters have only a few years of service and very little real-life training. Brooklyn Center Fire Department would use this type of training facility many times annually.

- BCLG 29-2024 Continued and increased funding to MNFIRE and MBFTE – The city supports continued and increased funding of MNFIRE and MBFE

  Justification - Both of these State funded programs offer resources to fire fighters and fire departments that are crucial for the wellbeing of our fire fighters. Brooklyn Center takes advantage of both of these programs annually and the extra resources are vital to our budget. MNFIRE is a wellbeing program that helps firefighters deal with top problems many fire fighters encounter while or after serving their community, such as cancer, sleep, emotional trauma, and nutrition. BCFD has been trained in all of their classes they currently offer for free. MBFTE give each city back training dollars and pays a majority of the initial firefighter training, again crucial for departments budgets to continue this.

- BCLG 30-2024 Public Safety Responder Mental Health and Well-Being – The city supports creation and permanent funding for public safety responder mental health and well-being.

  Justification - During service to their community, front line first responders handle some of the most difficult calls. One call or the totality of calls in one's career, can negatively impact their mental and physical health if not addressed properly. While we continue to normalize the conversations surrounding mental health, we must provide resources to first responder staff to live, work and retire healthy. PTSD related retirements have grown exponentially in the recent years. PTSD is treatable; we need to ensure we are providing prevention, resiliency and treatment options for our first responders.

Transportation

- BCLG 31-2024 Highway 252/I-94 Project – The City of Brooklyn Center supports the State addressing the long-standing safety issues on Trunk Highway (TH) 252, while at the same time protecting human health, promoting regional equity, and enhancing the livability and prosperity of Brooklyn Center.

  Justification - The TH 252 corridor is dangerous by design. According to the Minnesota Department of Transportation (MnDOT), the full length of Highway 252 and I-94 within the project area have a demonstrated crash problem and that crossing Highway 252, on foot or by bike, can be difficult due to the number of lanes, crossing distances, and busy intersections. Brooklyn Center has long advocated that the safety issues along the corridor must be addressed. However, the solution to the problem needs to ensure the project protects human health, promotes regional equity, and enhances the livability and prosperity of Brooklyn Center. Specifically, the City supports the following initiatives:

  - Using racial and economic equity factors when considering state and local cost shares for the Highway 252/I-94 Project.
  - Creating and funding strategies to mitigate the impact the project will have on the local tax base.

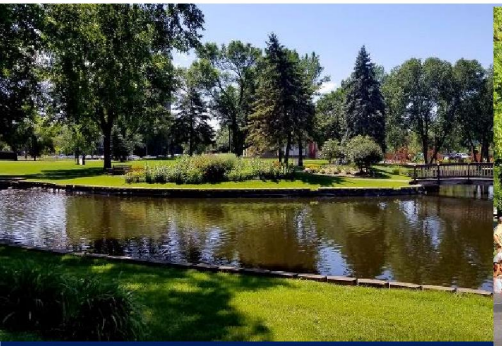
- BCLG 32-2024 MVLST Funding - The City of Brooklyn Center supports including Hennepin County in the distribution of motor vehicle lease sales tax (MVLST).

  Justification - Hennepin County residents contribute substantially to the MVLST but State Law excludes the county from receiving funding from this transportation source. If included, Hennepin County would receive $10.4 million annually for roads, bridges, and pedestrian and bikeway projects. The rationale to exclude Hennepin and Ramsey counties from receiving MVLST formula funds was based on enabling new taxing authority through the creation of the County's Transit Improvement Board (CTIB). With CTIB's dissolution in 2017, this rationale for excluding Hennepin and Ramsey counties from receiving MVLST Formula funds has ceased to exist.

- BCLG 33-2024 Transportation Funding – The City of Brooklyn Center supports the state by providing more funding, including bonding, for improvements to all components of the transportation system. The City specifically supports funding for the TH 252/I-94 project and the Blue Line Light Rail Extension

  Justification – The City supports a well-funded regional transportation system. Additional funding by the Legislature would permit the City to access various funding sources from the Minnesota Department of Transportation for City projects.

City of Brooklyn Center
2024 Legislative Priorities



City Council January 31, 2024

Brooklyn Center 2024 Legislative Priorities

Agenda:

- Welcome
- Introductions
- Brooklyn Center 2024 Legislative Priorities
- Guest Elected Officials/Staff Top 2024 Legislative Priorities
- Collaborating for Success
- City Council Reflections
- Close

MISSION

Brooklyn Center actively provides a safe, welcoming and inclusive community.

VISION

In pursuit of our vision of one Brooklyn Center, the City will provide high-quality, equitable city services that demonstrate we are inclusive and welcoming. Through our actions, we will establish an engaged relationship with our community. This includes increasing the safety and well-being of our residents, City employees, businesses, and visitors while adding a wide range of economic development improvements. All this leads to a renewed sense of pride in the City and its physical condition and aesthetics.

Brooklyn Center 2024 Legislative Priorities

- **Overview** - The City of Brooklyn Center works together with its partners to support proposals for new legislation in Minnesota designed to strengthen the community. The following list of legislative priorities and positions, along with those prepare by the Brooklyn Center Economic Development Authority (EDA), constitute Brooklyn Center's legislative agenda for the 2024 legislative session.

- **Diversity, Equity and Inclusion** - The City of Brooklyn Center, with our rich racial, ethnic and demographic diversity is committed to supporting local, state and federal policies and investments that advance the goals of eliminating racial and economic disparities in areas such as housing, employment, transportation, health care, safety, etc., and works towards a more inclusive economy. Many of the detailed advocated for in this document strive to achieve these goals.

Brooklyn Center 2024 Legislative Priorities

Administration
- BCLG 01-2024 Official Notifications / Information Access
- BCLG 02-2024 Election Judge Recruitment and Retention
- BCLG 03-2024 Funding for Cultural Centers/Museums and Other Community Building Assets-

Essential Services
- BCLG 04-2024 Brooklyn Center Public Works Garage

Housing and Development
- BCLG 05-2024 Ensure Housing Security
- BCLG 06-2024 Tenant Protections
- BCLG 07-2024 Affordable Housing
- BCLG 08-2024 Small Business Development
- BCLG 09-2024 Business Tenant Protection
- BCLG 10-2024 Group Homes and Assisted Living Licensures
- BCLG 11-2024 Building Officials

Brooklyn Center 2024 Legislative Priorities

Business and Economic Development
- BCLG 12-2024 Youth Tax Credit
- BCLG 13-2024 Workforce Readiness
- BCLG 14-2024 TIF District Flexibility
- BCLG 15-2024 TIF District Extension

Financial
- BCLG 16-2024 (Metro Area Fiscal Disparities) 4D Transition Aid
- BCLG 17-2024 Metro Area Fiscal Disparities
- BCLG 18-2024 Sales Tax Exemption Simplification
- BCLG 19-2024 Property Tax Relief
- BCLG 20-2024 Local Government Aid - LGA

Law Enforcement & Public Safety
- BCLG 21- 2024 Permanent Prevention and Intervention Public Safety Aid
- BCLG 22–2024 Race Identification on Driver's License
- BCLG 23-2024 Cop Autism Response Education and Vitals App
- BCLG 24-2024 Juveniles in Municipal Jails

Brooklyn Center 2024 Legislative Priorities

Law Enforcement & Public Safety

- BCLG 21- 2024 Permanent Prevention and Intervention Public Safety Aid
- BCLG 22–2024 Race Identification on Driver's License
- BCLG 23-2024 Cop Autism Response Education and Vitals App
- BCLG 24-2024 Juveniles in Municipal Jails
- BCLG 25-2024 21st Century Policing
- BCLG 26-2024 Appropriation; Fencing Consortium
- BCLG 27-2024 Joint EOC and Indoor Regional Fire Training Facility (located in Brooklyn Park)
- BCLG 28-2024 Regional Live Fire Training Facility (located in Dayton)
- BCLG 29-2024 Continued and increased funding to MNFIRE and MBFTE
- BCLG 30-2024 Public Safety Responder Mental Health and Well-Being

Transportation

- BCLG 31-2024 Highway 252/I-94 Project
- BCLG 32-2024 MVLST Funding
- BCLG 33-2024 Transportation Funding

Legislative Priorities

Top Priority – TIF Districts

- BCLG 14-2024 TIF District Flexibility - The City of Brooklyn Center generally supports efforts of the State to increase the flexibility of TIF to facilitate redevelopment and housing activities.

  Justification - In the Opportunity Site Redevelopment Area, The City has made significant investment in the acquisition and demolition of properties to achieve redevelopment goals laid out in the Master Plan. Market forces are also leading to significant delays in development of the property. Both factors a diminishing the effectiveness of TIF within the Opportunity Site.

- BCLG 15-2024 TIF District Extension - The City supports creating special legislation that will allow for creation of one or more redevelopment TIF districts within the Opportunity Site.

  Justification - The City proposes special legislation that will allow for creation of one or more redevelopment TIF districts within the Opportunity Site., even if those areas cannot qualify based on existing statutory requirements. In addition, the City is requesting a 7-year extension to existing district No. 7's term, 4 -year rule, and 5-year rule. This will provide more time to complete the project and provide for a full 26-year duration of increment collections from the project. The bill would also provide for flexibility in spending tax increments in the district since many of the buildings are already removed.

Brooklyn Center 2024 Legislative Priorities

Top Priority – Metro Fiscal Disparities

- Metro Area Fiscal Disparities 4D Transition Aid – The supports state funding for cities recovering tax losses due to 4D Transition Aid.

  Justification - Our region needs more units of affordable housing and deeper levels of affordability. Brooklyn Center supports initiatives to increase affordable housing supply in in the state. The recent legislative changes to the 4d tax classification however, disproportionality affects cities with several 4d properties whose tax bases are already stressed. Brooklyn Center is expected to lose over $250,000 in tax capacity over 2021 levels when the new rate is effective in 2025 (from non TIF-captured parcels). This translates to $166,000 in the City's portion of taxes assuming pay 2023 tax rates.

  The new bill does support transition aid in 2025 and 2026 for communities whose tax capacity in 4d property exceeds 2% of total tax capacity. Based on current calculations, Brooklyn Center is expecting $4,231 in aid under this program. This represents only 2.5% of loss expected by Brooklyn Center. The City supports increasing the transition aid to cover cost for the entire tax impact and extending the benefit past 2026.

Brooklyn Center 2024 Legislative Priorities

Top Priority – Permanent Public Safety Aid

- Permanent Prevention and Intervention Public Safety Aid - The City supports extension and permanent funding of Public Safety Aid.

Justification – In 2023, the State Legislature passed one-time funding "Public Safety Aid" for purposes of supporting public safety, including community violence prevention and intervention programs, community engagement; mental health crisis; victim serves; training programs; first responder- wellness; equipment related to fire, rescue, emergency services; or to pay other personnel or equipment costs. Public safety response strategies alone are not sustainable financially or to the well-being and health of humans. Cities, counties and communities have little to no abilities to fund the critical public safety strategies of prevention and intervention. Permanent funding of community-centered public safety prevention and intervention will lead to a more sustainable, healthier and well-being of people.

Brooklyn Center 2024 Legislative Priorities

Top Priority – Highway 252/I-94 Project

- BCLG 31-2024 Highway 252/I-94 Project – The City of Brooklyn Center supports the State addressing the long-standing safety issues on Trunk Highway (TH) 252, while at the same time protecting human health, promoting regional equity, and enhancing the livability and prosperity of Brooklyn Center.

  Justification - The TH 252 corridor is dangerous by design. According to the Minnesota Department of Transportation (MnDOT), the full length of Highway 252 and I-94 within the project area have a demonstrated crash problem and that crossing Highway 252, on foot or by bike, can be difficult due to the number of lanes, crossing distances, and busy intersections. Brooklyn Center has long advocated that the safety issues along the corridor must be addressed. However, the solution to the problem needs to ensure the project protects human health, promotes regional equity, and enhances the livability and prosperity of Brooklyn Center. Specifically, the City supports the following initiatives:

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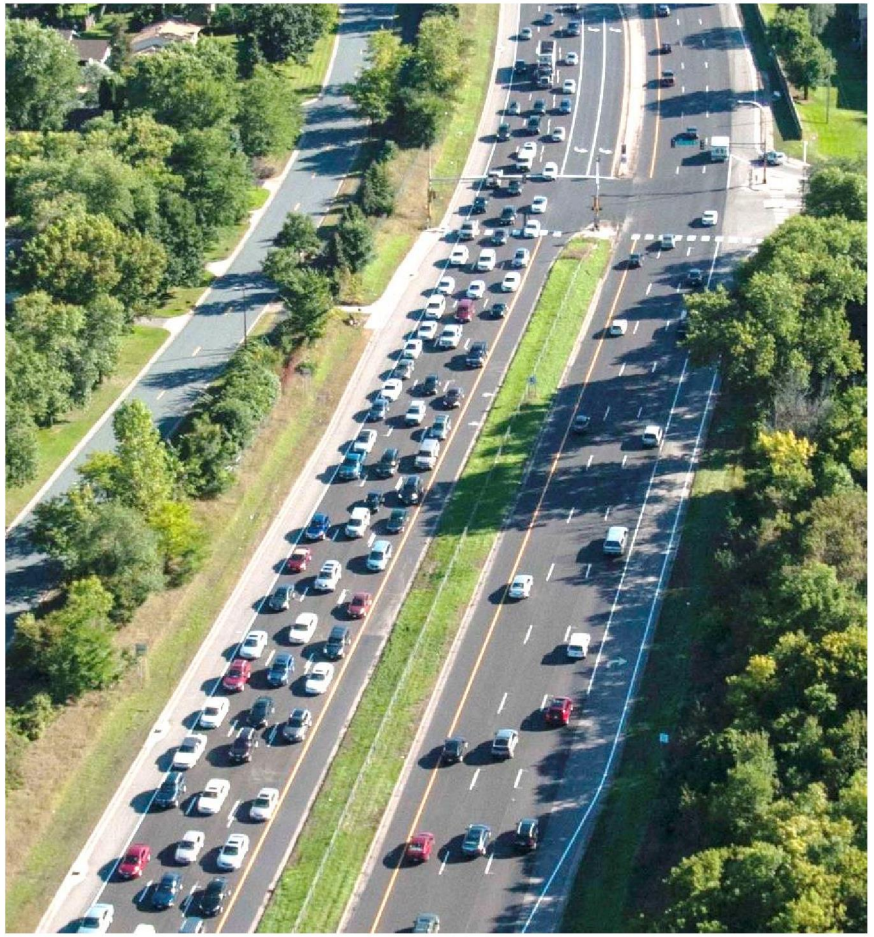
  - Creating and funding strategies to mitigate the impact the project will have on the local tax base.



Brooklyn Center 2024 Legislative Priorities

Questions, Answers, and Discussion

Council/EDA Work Session
City Hall Council Chambers
February 12, 2024

AGENDA

ACTIVE DISCUSSION ITEMS

1. New Liquor Store #2 Project Update

   - City Staff is providing an update prior to seeking proposals for architectural and engineering services related to construction of new Liquor Store Number 2 and additional office condominium space at the corner of Brooklyn Boulevard and 70th Ave North.

PENDING LIST FOR FUTURE WORK SESSIONS

1. Upcoming Items
   - Memorial Policy
   - Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
   - Beautification and Public Art Commission
   - New and Repeat Type IV Rental License Review *(referred to Housing Commission)*
   - Food Truck Ordinance/License
   - Emerald Ash Borer Policy Review (*referred to Park & Rec Commission November)*
   - Opioid Settlement
   - ARPA Funds
   - Grants: Revenues & Expenses
   - Purchasing Policy
   - Interveners Impact
   - Revisit Resolution 2021-73
   - Planning Application Process

Council/EDA Work Session

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Andy Splinter, Finance Director

SUBJECT: New Liquor Store #2 Project Update

Requested Council Action:

- City Staff is providing an update prior to seeking proposals for architectural and engineering services related to construction of new Liquor Store Number 2 and additional office condominium space at the corner of Brooklyn Boulevard and 70th Ave North.

Background:

A market study was performed in 2018 which concluded that City should seek to build and own their own stores as opposed to leasing space. New Liquor Store #1 construction was completed in early 2020 and ready for move-in prior to the end of their lease in June of that year. The lease for Liquor Store Number 2 is expiring at year end 2023 and we have begun planning for construction of a new store to be move-in ready prior to that date.

Upon reviewing City owned lots, the location at 70th Ave and Brooklyn Blvd appealed to our Liquor Store's needs for visibility and accessibility. Due to the size of the lot, Community Development suggested combining the project with office condominiums that would be listed for sale by the EDA. These would satisfy a sector of the real estate market that is high demand in our area.

Budget Issues:

The Liquor Store Construction portion of this item was included in the 2022 budget.

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

Description	Upload Date	Type
Liquor Store presentation	2/8/2024	Presentation

Brooklyn Center
Liquor Store #2 Project Update

City Council Presentation, February 12, 2024
Angela Holm, Finance Director

Background

- Shenehon Company Market Study Work Session (September 10, 2018)
  - Recommendation was to own stores as opposed to renting, City Council approved construction of Liquor Store #1 completed in early 2020.
  - 2022 Liquor Budget included funds for acquisition and construction of new Liquor Store #2 in preparation for lease expiration at year end 2023.

Benefits of Ownership

- Profit margin would benefit from no longer paying rent expense, and BC Liquor would accumulate equity as debt is paid off
- Equity appreciation if the value of real estate increases over time
- Complete autonomy over the layout of the store, signage and branding and ability to maximize the economic and energy efficiency of the property
- Maintenance costs could be maintained and managed, and property taxes would not be applicable
- Elimination of percentage-based rent (based on how successful the store was at generating sales)

3

Potential Site for New Store

- Main concern for new store was visibility, current location is setback from Brooklyn Blvd and somewhat hidden due to the location of Culvers, Speedway, and surrounding businesses
- Accessibility with easy in and out access from Brooklyn Boulevard
- Security – lighting at leased location is not sufficient in parking lot

4

Potential Site for New Store

- Reviewed sites on Brooklyn Boulevard owned by EDA for any opportunities to utilize existing City assets
- Site at 70th Ave N and Brooklyn Boulevard is ideal for visibility and access
- Due to the size and desirability of the site, Community Development proposed a combination use, including the new Liquor Store along with additional office condominiums that would be offered for sale.

5

Office Condominiums

- A recent market study conducted for the Brooklyn Boulevard study found that office condominiums would be a desired and feasible product type along the corridor
- The EDA has a strategic priority around Business Economic Stability – which includes providing stable bricks and mortar opportunities for local businesses and wealth building
- The site offers an opportunity to develop 6-8 office condo units that can be sold by the EDA with a scoring system that favors local entrepreneurs
- Due diligence is underway to determine the financial feasibility of the office condo concept
- The goal of the initiative would be for the EDA to recoup any development expenses through the sale of the units

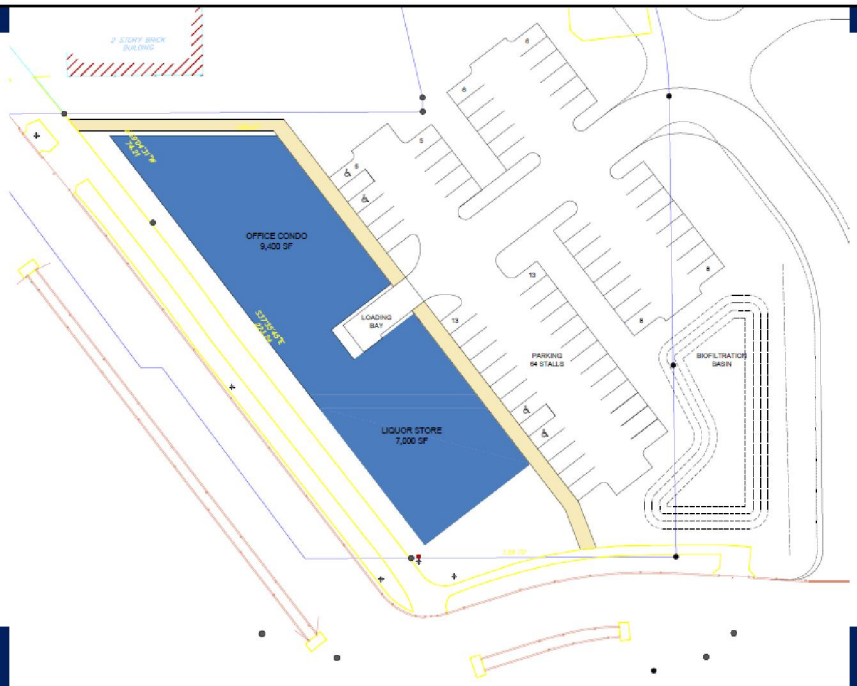
6

Initial thoughts on Financing

- Liquor Store would purchase their share of the land from EDA with available reserves
- EDA would bond for construction of the building and effectively lease the new store back to the City
- Bond would be structured so that payments were similar to existing rent at Store #2

7

Initial Site Plan



Next Steps

City Staff is seeking approval to proceed with seeking proposals for architectural and engineering services related to construction of new Liquor Store Number 2 and additional office condominium space at the corner of Brooklyn Boulevard and 70th Ave North.

Questions?

Council/EDA Work Session

DATE: 2/12/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Dr. Reggie Edwards, City Manager

SUBJECT: Upcoming Items

Requested Council Action:

- Memorial Policy
- Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
- Beautification and Public Art Commission
- New and Repeat Type IV Rental License Review *(referred to Housing Commission)*
- Food Truck Ordinance/License
- Emerald Ash Borer Policy Review (*referred to Park & Rec Commission November)*
- Opioid Settlement
- ARPA Funds
- Grants: Revenues & Expenses
- Purchasing Policy
- Interveners Impact
- Revisit Resolution 2021-73
- Planning Application Process

Background:

Budget Issues:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values: