

Council Study Session
City Hall Council Chambers
November 12, 2019

AGENDA



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

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

**CITY COUNCIL
MEETING**

City Hall Council Chambers
November 12, 2019

AGENDA



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

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

2. Invocation - 7 p.m.

3. Call to Order Regular Business Meeting

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

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

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

a. Approval of Minutes

- *Motion to approve the following minutes:*

- *September 16, 2019, City Council/Financial Commission*
- *October 28, 2019, Study Session*
- *October 28, 2019, Regular Session*
- *October 28, 2019, Work Session*

b. Approval of Licenses

- *Motion to approve licenses as presented.*

c. Resolution Accepting Public Improvements for Continual Maintenance for Camden Avenue North

- *Motion to approve the resolution approving accepting public improvements for continual maintenance for Camden Avenue North, and return the \$40,000 security deposit to the developer.*

d. Resolution Establishing Interest Rate for 2020 Special Assessments

- *Motion to approve a resolution establishing interest rate for 2020 special assessments.*

- e. Resolution Declaring Costs to be Assessed and Calling for a Public Hearing on Proposed Special Assessments for Improvement Project Nos. 2020-01 and 02, Grandview North Area Street and Storm Drainage Improvements
 - *Motion to approve a resolution declaring costs to be assessed and calling for a public hearing on December 9, 2019, on proposed special assessments for Improvement Project Nos. 2020-01 and 02, Grandview North Area Street and Storm Drainage Improvements.*
- f. Resolution Authorizing an Amendment/Renewal to a Site Lease Agreement with Verizon Wireless (VAW) LLC
 - *Motion to approve a resolution authorizing an amendment/renewal to a site lease agreement with Verizon Wireless (VAW) LLC.*
- g. Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project Nos. 2018-01, 02, 03, and 04, Firehouse Park Area Street, Storm Drainage and Utility Improvements
 - *Motion to approve a resolution accepting work performed and authorizing final payment, Improvement Project Nos. 2018-01, 02, 03, and 04, Firehouse Park Area Street, Storm Drainage, and Utility Improvements.*
- h. Resolution Establishing 2020 Street and Storm Drainage Special Assessment Rates
 - *Motion to approve a resolution establishing the 2020 street and storm drainage special assessment rates for street and utility improvement projects.*
- i. Resolution Declaring a Public Nuisance and Ordering the Removal of Dead Trees at Certain Property at 4000 and 4001 72nd Ave N, Brooklyn Center, Minnesota
 - *Motion to approve a resolution Declaring a Public Nuisance and Ordering the Removal of Diseased Trees at Certain Properties in Brooklyn Center, MN.*

7. Presentations/Proclamations/Recognitions/Donations

- a. Presidential Nomination Primary
 - *Receive presentation regarding the Presidential Nomination Primary (PNP) on March 3, 2020*

8. Public Hearings

- a. Resolution Authorizing the Issuance, Sale, and Delivery of Its Conduit Multifamily Housing Revenue Refunding Bonds Relating to the REE Xerxes Avenue Workforce Housing Project; Adopting an Amended Housing Program Pursuant to Minnesota Statutes, Chapter 462C; Approving the Forms of and Authorizing the Execution and Delivery of the Bonds and Related Documents; Providing for the Security, Rights, and Remedies with Respect to the Bonds; and Granting Approval for Certain other Actions with Respect Thereto
 - *Request City Council to:*
 - *Motion to open public hearing*
 - *Receive public input*

- *Close public hearing*
- *Motion to Approve a Resolution Authorizing the Issuance, Sale, and Delivery of Its Conduit Multifamily Housing Revenue Refunding Bonds Relating to the REE Xerxes Avenue Workforce Housing Project; Adopting an Amended Housing Program Pursuant to Minnesota Statutes, Chapter 462C; Approving the Forms of and Authorizing the Execution and Delivery of the Bonds and Related Documents; Providing for the Security, Rights, and Remedies with Respect to the Bonds; and Granting Approval for Certain other Actions with Respect Thereto*

9. Planning Commission Items

10. Council Consideration Items

- An Ordinance Amending Chapter 11 of the City Code of Ordinances Regarding Liquor and Liquor Licensing - 1st Reading
- Consider an Ordinance Amending Chapter 11 - Liquor of the City Code of Ordinances Relating to Implementing a 2 AM Closing License, and Housekeeping items and hold the second reading/public hearing on December 9, 2019.

11. Council Report

12. Adjournment

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

In accordance with MN Statute 15.17 and MN Statute 412.151, subd.1, attached for your approval are the minutes from the study session, regular session and work session.

Budget Issues:

None

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
September 16 CC FC Joint Meeting	10/14/2019	Backup Material
October 28 Study Session	11/7/2019	Backup Material
October 28 Regular Session	11/7/2019	Backup Material
October 28 Work Session	11/7/2019	Backup Material

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

JOINT WORK SESSION
SEPTEMBER 16, 2019
CITY HALL – CITY COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council/Financial Commission Joint Work Session was called to order by Mayor Elliott at 6:30 p.m.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were Financial Commissioners Tia Hedenland, Taofeek Ishola, Abate Terefe, and Dean Van Der Werf. Also present were City Manager Curt Boganey, Deputy City Manager Dr. Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt and Deputy City Clerk Alix Bentrud.

APPROVAL OF AGENDA

There was a motion by Councilmember Ryan and seconded by Councilmember Lawrence-Anderson to approve the agenda as submitted. The motion passed.

2020 CITY MANAGER'S RECOMMENDED PRELIMINARY LEVY

Mr. Boganey stated City Staff would present the City Manager's recommended Budget and Preliminary Levy. He added this would be reviewed at the City Council's September 23, 2019 meeting, and the City Council is expected to adopt a final levy by the end of September 2019. He noted, after the levy is adopted, the City Council can adopt a reduction in the levy but not an increase.

Mr. Boganey stated a series of budget work sessions had been held to determine whether the preliminary budget is in line with the continued direction of the City Council and whether the pace is sufficient to complete strategic priorities. He added the consensus of the City Council was to approve a levy increase of 6% or less. He noted the City Council had received that information, and a draft City Council budget has been prepared, including all areas except the City Council and Mayor's budget.

Mr. Boganey stated the initial levy increase of 11.2% was too high, and City Staff knew there would need to change. He added tonight's meeting is to review the changes that City Staff is proposing to bring the budget in line with the goal of 6% levy.

Finance Director Nate Reinhardt reviewed budget adjustments up to this point as a result of July 29, 2019, Work Session at which budget overview and goals were reviewed. He added a preliminary 2020 budget is the result of this and subsequent work sessions.

Councilmember Ryan asked where the \$50,000 excess increment is coming from. Mr. Reinhardt stated tax increment based on the tax rate is received when the market value increases. He added the difference between the two rates produces excess taxes that goes into the General Fund. He noted the funds are distributed based on how much the rate is changed.

Mr. Reinhardt reviewed reductions, including the elimination of a proposed part-time IT staff position.

Mr. Boganey stated the proposed budget allows the completion of 1 public art program instead of the three programs that were approved and anticipated. Deputy City Manager Reggie Edwards agreed, adding the project that will be completed involves decoration of waste receptacles around the City, to encourage people to use them, and be conscious of where their trash goes. He gave a brief review of this demonstration project, as well as a proposed City Hall mural on the exterior of the building, and another type of public art. He noted these three projects were proposed, but only one will be pursued.

Mr. Boganey stated funding could potentially be available if these projects were to be approved in 2020 and completed in 2021.

Councilmember Ryan stated there had been a discussion about a new Public Works staff position who would maintain and beautify public rights of way and streetscapes. He added he hopes that can move forward to ensure that public areas are well-maintained, and the Shingle Creek Crossing managers will maintain their properties to the same standards.

Mr. Edwards stated the 2019 Master Beautification Plan is still moving forward, with options for funding mechanisms, and will continue to move forward in the future.

Mr. Elliott requested clarification regarding recruitment and Metro Transit. Mr. Edwards stated City Staff advertises open City positions on the inside and outside of Metro Transit buses that run through Brooklyn Center, to reach a population that would not otherwise be made aware of open positions.

Mayor Elliott asked whether funds will be available for professional recruitment if Human Resources will no longer have that function. Mr. Boganey stated recruitment would be funded out of each individual department rather than the Human Resources budget.

Mr. Reinhardt stated the two proposed Patrol Officer positions have been eliminated, as well as maintenance project funding and software upgrades, for a total reduction of \$261,626 from the Police Department.

Mr. Boganey stated he hopes to have a study completed that will provide data on patrol demand and provide recommendations for whether additional police officers would add value to the Department.

He added utilization of all patrol officers would be evaluated and analyzed carefully to determine patrol requirements and ongoing operational demands.

Mr. Boganey stated the process for reducing the levy was two-fold: each department head was given a maximum 4% increase over current operations, and they were requested to evaluate and determine high priority funding areas. He added some Departments had few cuts as they did not have expanded services.

Councilmember Graves stated it would be helpful to see the total budget with adjusted percentages.

Mr. Reinhardt stated Page 53 shows a departmental page with deductions.

Councilmember Graves requested clarification regarding "Patrol Overtime." Mr. Boganey stated patrol overtime is estimated and included in the proposed budget as a certain amount of overtime is historically anticipated.

Councilmember Graves stated the recruitment of additional officers was eliminated. She asked whether it is more advisable to pay overtime than officer salaries.

Councilmember Lawrence-Anderson agreed, adding overtime would be \$250,000, but hiring two potential officers would cost \$175,000. Mr. Boganey stated this is an operational issue, and totals are estimated. He added budgeting for overtime is more cost-effective than additional officers, because much overtime is unavoidable. He noted overtime is an estimate, driven by staffing.

Mr. Reinhardt stated Fire & Emergency Preparedness had a reduction of \$45,000 for computer replacement. He noted the portable message board, as well as miscellaneous fire and emergency preparedness programs, were eliminated, and miscellaneous computer-related funding.

Mr. Reinhardt stated a proposed park maintenance employee position was eliminated from the Public Works Department, as well as funds for the repair of engineer vehicles.

Mr. Boganey stated a new Parks Maintenance Supervisor has recently been hired and is currently assessing staffing needs. He added the new Supervisor will complete this evaluation process before the 2020 budget is reviewed.

COMMUNITY DEVELOPMENT

Mr. Reinhardt stated the Housing Gap Analysis Study - professional services fees are proposed to be moved to TIF #3. He added the proposed part-time administrative assistant position would be eliminated for a total of \$120,000 reduction.

Mr. Reinhardt stated Community Activities, Recreation, and Services (CARS) had proposed a reduced City Hall and Community Center maintenance budget of \$117,000.

Mayor Elliott requested clarification regarding the Housing Gap Analysis Study. Mr. Boganey stated that a study is proposed for the TIF budget. He agreed to confirm the details and provide additional information.

Mayor Elliott requested clarification regarding grass cutting. Mr. Boganey stated that it is a Code Enforcement issue and has been reduced as the process has become very efficient, and less funding is required for abatement.

Mr. Reinhardt stated some Logis software is no longer needed for Building and Community Standards, which is a reduction, as well as modified estimates for the garage, including fuel cost for vehicles, replacement costs, annual allocations for each vehicle for repairs and maintenance, and central garage operations.

Mr. Boganey stated it could be considered a lease. Councilmember Graves requested clarification. Mr. Boganey stated the City pays for replacement and ongoing maintenance costs, which includes overhead for the building, garage, and staff as well as fuel. He added vehicles that are no longer used are sold by the garage, and proceeds go back to the garage fund.

Mr. Reinhardt stated a central garage presentation would be provided for the City Council in fall 2019.

Mr. Reinhardt stated new projects seemed to have the least impact on City Council priorities. He added individual departments were reviewed to ensure that the impact of reductions, or no reductions, were fully understood.

Mayor Elliott asked whether the 3.3% increase takes into account proposed additional staff. Mr. Reinhardt confirmed this.

Mayor Elliott asked whether the cost of maintaining services or 3.9% includes adjustment for inflation or cost of living. Mr. Boganey stated personnel cost increases are generally living-related.

Mayor Elliott asked whether personnel costs increase by \$800,000 every year. Mr. Reinhardt stated City Staff budgets the same way as the previous year.

Mr. Boganey agreed, adding negotiated labor agreements are also a factor. He added the City matches non-union adjustments with union-negotiated adjustments.

Councilmember Graves requested clarification regarding "Supply Services Charges for Requested Advancements." Mr. Boganey stated that refers to new activities that would require start-up costs that will not occur every year.

Councilmember Graves asked whether “Supply Service Charges” refers to programs that provide services and support and give back to the community. Mr. Boganey stated this refers to supplies and services contracts, such as public art projects and election services, that will not be personnel-related costs.

Councilmember Ryan stated the actual benefit or value of expenditure could be subjective. He added some people might support community art projects while others question whether it is a benefit. He noted this is a worthy concern but difficult to address.

Mr. Reinhardt stated research has shown that most metro area cities have a levy of approximately 6%.

Councilmember Lawrence-Anderson requested clarification regarding Community Center charges. Mr. Reinhardt stated those numbers relate primarily to the number of swimming lessons, which had to be reduced due to a lack of instructors.

Mayor Elliott requested clarification regarding “Court Costs.” Mr. Reinhardt stated court fines might be allocated by Hennepin County to offset City costs. He added it has been up and down the past few years. Mr. Boganey stated there is a formula that dictates the City’s total share.

Mr. Reinhardt stated the expenses budget of \$23.8 million means a balanced budget. He added \$16.8 million, or approximately 70%, are related to personnel costs.

Councilmember Graves asked whether the “expenses by function” pie charts from the past few years can be used to determine whether there has been a shift.

Mr. Reinhardt stated he could review the charts in the “General Government” area, to which has been added “Communications and Engagement.”

Mayor Elliott asked whether there is any other staff doing City Planning. Mr. Boganey stated there is currently 1 City Planner, who also serves as the Zoning Administrator. He added the Community Development Director recommended an additional full-time position, and he supports that recommendation, with the increase in the amount of development activity and demands on that position. He noted an additional Planning Department staff member would give the City the ability to be timelier in processing applications, reviewing plans and doing the work correctly.

Mr. Boganey stated the Zoning Administrator role would be approximately 20% of the new staff’s job, ensuring that the Zoning Code is enforced. This position would also be responsible for platting and re-platting.

Mayor Elliott asked whether there is any other City Staff working on Planning issues and whether a full-time position is necessary to augment it. Mr. Boganey stated Ms. McIntosh is the only City Planner.

Mr. Reinhardt stated Earle Brown Heritage Center would be proposing two additional Sales positions for 2020.

Mayor Elliott stated he would like to see this data without self-funded enterprise employees. Mr. Reinhardt agreed to forward a staffing chart that was in the last meeting packet with data arranged by the fund.

Mr. Boganey stated historical information regarding the General Fund and Enterprise Fund could be provided for the City Council's review.

Mr. Reinhardt stated, based on preliminary estimates from the County Assessors' Office, the taxable market value is estimated to increase by 106% for taxes payable in 2020. He added this is identical to the increase from last year. He noted this applies to industrial, rental, and residential increase assessed property values.

Mr. Reinhardt stated residents increased the assessed value of their homes this year by 7.6%. He added, over the past six years, there has been a 73% increase in the value of the average median home.

Mayor Elliott asked what would be a historical high for the commercial tax base contribution. Mr. Boganey stated he does not have any data, but he would assume that the Brookdale Mall development when it was newly developed would have been high.

Mayor Elliott stated the average single-family home would pay \$59 more on average for the levy. Mr. Boganey stated he could provide information from the County after the levy is approved, so the City Council and Commissioners can see the percentage of properties and what percentage they are paying.

Mr. Reinhardt stated City Staff is requesting adoption of the preliminary levy at the City Council's September 23, 2019, Regular Meeting. The levy can only be decreased but not increased.

Councilmember Graves asked why the Housing and Redevelopment Authority (HRA) levy has a smaller percentage of increase. Mr. Boganey stated including the HRA levy in the overall levy increase would have a relatively small impact.

Mayor Elliott stated he is happy that the City can get to a lower rate of levy. He stressed the importance of balancing services that are offered based on priorities and reducing the burden to taxpayers. He added he hopes that as the City moves forward, ways to increase residents' incomes

are considered through workforce development, entrepreneurship, and business opportunities. He noted balanced priorities would be a result of a higher median income combined with creative ways to provide services.

Councilmember Ryan stated, in the past, the Finance Department has provided a chart that compares Brooklyn Center taxes with peer communities, to counteract false rhetoric regarding high taxes. Mr. Boganey agreed to provide that information.

Mr. Boganey asked whether there is any interest in increasing the maximum levy to provide additional funding for the Mayor and City Council's budget. He added now is the time to discuss this, as the maximum levy cannot be increased.

Councilmember Ryan stated Councilmembers have the option to share their travel allotment with other Councilmembers if they have chosen not to go out of state or participate in local conferences.

Councilmember Butler stated she does not believe there is an additional need for funding for travel, as there are organizations with grants and other resources. She added additional travel for Councilmembers should not increase the levy.

Councilmember Ryan agreed, adding. Councilmembers can borrow an allotment for travel from another Councilmember who has not used their travel funding.

Mr. Boganey stated City Councilmembers could travel almost unlimited amounts within Minnesota and are allowed two out-of-state trips. He added there is additional funding for training.

Councilmember Graves stated it would be a great idea to do something for the community, like town hall meetings, or some type of community engagement. Mr. Boganey stated that type of funding could be available out of appropriations or contingency.

Mr. Boganey stated City Staff would prepare to move forward with the budget and preliminary levy as discussed this evening.

ADJOURNMENT

There was a motion by Councilmember Graves and seconded by Commissioner Ryan to adjourn the meeting. The motion passed. The Brooklyn Center City Council/Financial Commission adjourned at 9:02 p.m.

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

STUDY SESSION
OCTOBER 28, 2019
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

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

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, and Dan Ryan. Councilmember Kris Lawrence-Anderson was absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Director of Public Works Doran Cote, Community Development Director Meg Beekman, Deputy Director of Building and Community Standards Jesse Anderson, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Mr. Boganey stated the City Council received a copy of an email from Mr. Bennett regarding an assessment appeal for his property at 2801 63rd Avenue. He added the City Council also received a copy of the amended Special Assessment Certification Roll.

Mr. Boganey stated final determination is required on an action taken at the last meeting at which there were not four City Councilmembers present. City Clerk Barb Suciu stated the meeting minutes indicate the public hearing was closed before a motion was made to continue the item. She added the action before the City Council at tonight's meeting is to act on the assessments.

Mayor Elliott asked for clarification regarding Consent Agenda Item H related to SRF funding for Brooklyn Boulevard project.

Director of Public Works Doran Cote reviewed a proposed amendment to the current professional services agreement for Brooklyn Boulevard Phase 1 due to additional costs for items added to the scope of the project. He added these additional items are reviewed in the staff report for this agenda item and include underground utility work, consulting, and a corrective survey, as well as final design work. He noted these items were not included in the original agreement.

Mr. Cote stated the project was anticipated to be completed in 2019, but some construction services will be necessary for 2020, and the project should be completed by June 2020.

Mayor Elliott requested clarification regarding Consent Agenda Item E related to Hennepin County Grant Application for Environmental Response Fund.

Community Development Director Meg Beekman stated this item relates to a grant application for Phase 2 of 1601 James Circle. She added Hennepin County funding covers environmental assessments on publicly owned properties. She noted a consultant must be chosen from a pre-approved list, and the City of Brooklyn Center will be using Braun Intertech.

Ms. Beekman stated the City applied for a Hennepin County grant for environmental work at the Sears site, for which the deadline is November 4. She added Hyde Development Company is seeking the grant for Phases 1 and 2, as well as a hazardous building assessment, and has obtained an access agreement to work onsite. She noted the City will receive copies of the reports but does not have a development agreement with Hyde at this point, as they are conducting due diligence and will be doing geotechnical work at their own cost.

Commissioner Ryan stated it is encouraging that Hyde Development Company has expressed an interest in the Sears site and is moving forward with preliminary work.

MISCELLANEOUS

Councilmember Ryan thanked City Clerk Barb Suci for the larger font format of the Random Acts of Kindness Awards, which are easier to read.

Mr. Boganey stated Councilmember Kris Lawrence-Anderson notified City Staff that she is unable to attend tonight's meeting.

DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

FINDINGS OF COUNCIL RETREAT AND RECOMMENDATIONS

Mayor Elliott requested that Work Session Agenda Item 3 be addressed first.

Mr. Boganey reviewed recommendations that were provided by Common Sense Consulting following the City Council retreat in August 2019, including individual coaching and increasing innovation related to how information is gathered from the broader community.

Mr. Boganey stated the City Council is requested to complete an intercultural development assessment and participate in coaching sessions. Each Council member will receive a report regarding their responses concerning cultural differences. A meeting is requested with the Mayor and City Manager to review the reports and create a process to manage work-flow

between the City Council and community leaders, as well as a plan for follow-up with City Council and City Staff to determine if additional support is needed.

Mr. Boganey stated CSC's additional recommendation is to hold three additional work sessions to help the City Council develop methods to work together as a team, identify topics important for the Council's agenda, prioritize issues and responsibilities, and accountabilities, following the norms described at the retreat. He added CSC had provided a cost estimate to continue this work, which was discussed when CSC was initially selected. He requested direction and comments from the City Council, and whether the recommendations should be accepted and whether to continue to work with Common Sense Consulting.

Mayor Elliott stated he thought they were very helpful, and he would like to continue to work with them. The Councilmembers agreed. Councilmember Butler requested that any additional sessions are scheduled after the holidays. Mayor Elliott agreed with this request.

It was the majority Consensus of the City Council to continue to work with Common Sense Consulting and schedule additional Work Sessions.

ORDINANCE AMENDING THE PUBLIC DANCE ORDINANCE THE ENTERTAINMENT ORDINANCE AND ZONING ORDINANCE

Ms. Suciu reviewed amendments to the existing public dance ordinance, which is proposed to be changed to a comprehensive entertainment ordinance. She added the amendments would allow the City to address anti-social behavior at establishments that cater to late-night entertainment more effectively. Conditions proposed to be added to the licensing process, and restrictions to the number of allowable police calls. Penalties for violations would be written into the fee schedule.

Ms. Suciu stated the amendments would allow City Staff and the Police Department to work together to address behavior rather than focusing on the type of establishment.

Councilmember Graves requested clarification regarding the fee scale. Ms. Suciu stated the tobacco license violations fee scale was used as a guide.

Mr. Boganey stated the proposed amendments had been presented to local businesses to give them a chance to review and provide feedback on the changes. He added, to the best of his knowledge, there has not been any negative feedback on the proposed changes.

Discussion of this item continued and concluded the October 28, 2019, Work Session.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

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

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

REGULAR SESSION
OCTOBER 28, 2019
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

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

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, and Dan Ryan. Councilmember Kris Lawrence-Anderson was absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Director of Public Works Doran Cote, Community Development Director Meg Beekman, Deputy Director of Community Development Jesse Anderson, City Clerk Barb Suci, and City Attorney Troy Gilchrist.

Mayor Mike Elliott opened the meeting for Informal Open Forum.

Diane Sannes, 7006 Willow Lane, reminded residents in the Anoka-Hennepin School District that there is a School Board election on Tuesday, November 5, 2019.

Ms. Sannes stated the Shingle Creek Crossing area has been looking better over the summer. She added she hopes all the monument signs can be turned on. She noted the monument sign by HOM Furniture is not connected to electric. She requested that City Staff reach out to Mid-America to get some power to the monument signs.

Jude Nadi, a resident of Brooklyn Center, stated he applied for an opening on the Zoning Task Force in July 2019 after receiving an invitation to do so. He added he never heard back, although he has heard the Task Force has been chosen. He noted the City should communicate with residents who want to participate in Commissions and Task Forces.

Tim Haroldson, 1207 72nd Avenue N, stated the new Casey's General Store is open for business and looks awesome, and will do well at its new location. He thanked the City Council for their hard work and efforts.

Elizabeth Kenney, a volunteer with CEAP, 7051 Brooklyn Boulevard, stated she delivers Meals on Wheels in Brooklyn Center, and there are areas of the City that are not plowed or shoveled,

which makes delivery difficult. She noted the areas that are the most difficult are 49th Avenue N to Bass Lake Road and east to Brooklyn Boulevard.

Mayor Elliott stated he appreciates receiving these types of comments, although he has not heard this comment before. He added he had received feedback on plowing in Brooklyn Center, and it has always been very positive, and the streets are always expeditiously cleared of snow. He requested that City Staff follow up on Ms. Kenney's comments.

Councilmember Ryan moved, and Councilmember Butler seconded to close the Informal Open Forum at 6:53 p.m.

Motion passed unanimously.

2. INVOCATION

Councilmember Graves gave an Invocation in commemoration of National Domestic Awareness Month (October 2019). For many, home is a place filled with love, warmth, and comfort; but for millions, home is anything but a sanctuary. According to the United States Department of Justice, 1.3 million women and 835,000 men are victims of physical violence by a partner every year. Many people in abusive relationships stay with their partner for several reasons and often feel that they cannot leave.

Tonight's meeting attendees include recipients of the Random Acts of Kindness Award, a special way to remember good people who are doing good things every day. She shared a quote from the Dalai Lama: "Be kind whenever possible. It is always possible."

3. CALL TO ORDER REGULAR BUSINESS MEETING

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

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, and Dan Ryan. Councilmember Kris Lawrence-Anderson was absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Director of Fiscal & Support Services Nate Reinhardt, Director of Public Works Doran Cote, Community Development Director Meg Beekman, Deputy Director of Community Development Jesse Anderson, City Clerk Barb Suci, and City Attorney Troy Gilchrist.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

6a. APPROVAL OF MINUTES

1. September 16, 2019, City Council/Financial Commission Joint
2. October 14, 2019, Study Session
3. October 14, 2019, Regular Session
4. October 14, 2019, Work Session

6b. LICENSES

GASOLINE LICENSE

AM PM Corner Market Inc

6501 Humboldt Avenue N
Brooklyn Center, MN

Two Rivers Investment Inc

6840 Humboldt Avenue N
Brooklyn Center, MN

MECHANICAL LICENSE

BWS Heating & Air Conditioning

7251 Washington Avenue S
Edina MN 55439

McChesney Heating & Air

8201 175th Avenue SE
Becker MN 55308

St Paul Plumbing & Heating
(MSP Plumbing, Heating, & Air)

640 Grand Avenue
St. Paul MN 55105

MOTOR VEHICLE DEALERSHIP LICENSE

Metro Brookdale LLC

4435 68th Avenue N

dba Luther Brookdale Mazda Mitsubishi

Brooklyn Center MN

SIGNHANGER LICENSE

Electric Sign & Lighting Inc

11328 Zane Avenue N
Brooklyn Center MN

Taurus Signs

17900 280th Street
Shafer MN 55074

TEMPORARY LIQUOR LICENSE

The Loppet Foundation
December 13, 2019

4811 Dusharme Drive
Brooklyn Center MN

RENTAL

INITIAL (TYPE II – two-year license)

5325 Newton Avenue N
5912 Xerxes Avenue N

Sesan Ogunniran
Jesse MacDonald/Mauzy Properties

RENEWAL (TYPE IV – one-year license)

5025 Drew Avenue N
6337 Bryant Avenue N

Ryan Schmidt / Ryan Partners
My Truong / Park Avenue Homes

RENEWAL (TYPE II – two-year license)

4101 61st Avenue N
6005 Admiral Place
5825 Colfax Avenue N

Ling Xiong - Met Action Plan
Dan Soffia
Brahana Tsegaye
Met Mitigation Plan
Paul Zheng / 5719 Halifax Avenue LLC

- 6c. RESOLUTION NO. 2019-140 CERTIFYING SPECIAL ASSESSMENTS FOR EMERGENCY PRIVATE UTILITY SERVICE REPAIRS TO THE HENNEPIN COUNTY PROPERTY TAX ROLLS**
- 6d. RESOLUTION NO. 2019-141 SETTING 2020 EMPLOYER BENEFITS CONTRIBUTION FOR FULL-TIME NON-UNION EMPLOYEES**
- 6e. RESOLUTION NO. 2019-142 SUPPORTING A GRANT APPLICATION TO THE HENNEPIN COUNTY ENVIRONMENTAL RESPONSE FUND (ERF) BY HYDE DEVELOPMENT**
- 6f. RESOLUTION NO. 2019-143 IDENTIFYING THE NEED FOR BROWNFIELD GAP FINANCING PROGRAM FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS**
- 6g. SETTING A PUBLIC HEARING ON PROPOSED UTILITY RATES FOR 2020**
- 6h. RESOLUTION NO. 2019-144 APPROVING AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SRF CONSULTING GROUP, INC FOR THE BROOKLYN BOULEVARD CORRIDOR PROJECT PHASE 1, IMPROVEMENT PROJECT NO. 2018-05**

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

- 7a. PROCLAMATION DECLARING OCTOBER 28, 2019 TO BE DESIGNATED AS RANDOM ACTS OF KINDNESS DAY AND DISTRIBUTION OF CERTIFICATES**

Mayor Elliott read a Proclamation in full declaring October 28, 2019, as Random Acts of Kindness Day in the City of Brooklyn Center.

Councilmember Ryan moved, and Councilmember Butler seconded to adopt a Proclamation

Declaring October 28, 2019 to be Designated as Random Acts of Kindness Day

Motion passed unanimously.

Councilmember Ryan stated Daisy Barton was nominated by Paige Myers. Ms. Barton, who works at CEAP as a Senior Manager, has helped many people and selflessly cares for the elderly within the community, connecting them to the resources they need.

Councilmember Graves stated Chris, Jen, and Tim Haroldson were nominated by Kathleen Stoner. The Haroldsons cleared snow from Ms. Stoner's driveway and as well as another neighbor's driveway. The Haroldsons also hosted National Night Out and invited other neighboring blocks to join them.

Councilmember Butler stated Jennifer Nagel and her sons were nominated by a Friends of Brooklyn Center member. Ms. Nagel and her sons, Jace and Max, shoveled out seven fire hydrants during a snowstorm in the winter of 2019.

Councilmember Ryan stated Diane and Darryl Sannes were nominated by Allan Hancock. Diane and Darryl Sannes have picked up over 180,000 bagels from a local Brooklyn Center bakery that would normally be discarded at the end of the day and delivered them to schools, the Police Department, the Fire Department, and Public Works staff.

Councilmember Graves stated Joan Schonning was nominated by Darnell Hancock. Ms. Schonning volunteers at ARC Village and has a treasure swap in her home, where women in her neighborhood can bring clothing and items to trade. She initiated an ice cream social for neighbors and City officials at a local park. She plans potlucks and other neighborhood events to encourage community engagement.

Councilmember Butler stated Shirley Farmer-Olson was nominated by Sophie Ball. Ms. Farmer-Olson volunteers at CEAP and works in the Meals on Wheels kitchen. She goes above and beyond to ensure that other volunteers have a great experience.

Councilmember Ryan stated Betsy Kenney was nominated by Sophie Ball. Ms. Kenney volunteers as a Meals on Wheels driver, completing many routes per week. She is dedicated to serving the community and is an asset to the Meals on Wheels team.

Councilmember Graves stated Jack MacMillan was nominated by Sophie Ball. Mr. MacMillan volunteers at CEAP, and he is a dedicated and willing volunteer. He also serves on the Brooklyn Center Planning Commission.

Councilmember Butler stated Judith Nelson was nominated by Sophie Ball. Ms. Nelson is an integral part of the CEAP team, filling many roles, and is always ready to help. She comes in early to schedule rides and does a great job training other volunteers.

Councilmember Ryan stated Debbie Beck was nominated by Diane Sannes. Ms. Beck founded a Book Buggie to bring free books to children at community events. In the first year, she brought 20,000 books to over 11,000 children and 60 partners. Ms. Beck stressed the importance of partnering with the City to get books to children and improve childhood literacy, to reduce the literacy gap.

Councilmember Graves stated Allan and Darnell Hancock were nominated by Diane Sannes. The Hancocks spend the last Saturday of each month cleaning trash around the Brooklyn Center Transit Center. They are dedicated to keeping Brooklyn Center clean.

Councilmember Butler stated Tia Martinson was nominated by Diane Sannes. Ms. Martinson organized a Free Bikes for Kids Annual Bike Drive last fall that was held in Brooklyn Center. Many volunteers and hundreds of kids came to Brooklyn Center for this event.

Ms. Martinson stated the bike drive is being planned again this year in cooperation with the Women's Liberian Organization, New Millennium Academy, and Brooklyn United Methodist Church. She added she is committed to getting bikes to kids who don't own a bike and helmet, so they can have access to more places and broaden their opportunities.

Councilmember Ryan stated Earl Simons of the Brooklyn Center Lions Club was nominated by Diane Sannes. Mr. Simons attends the first day of school at Evergreen Park Elementary School to welcome students to a new school year. He is seen throughout the community in his yellow Lions vest, welcoming people to Brooklyn Center.

Mayor Elliott congratulated all the recipients of the Random Acts of Kindness Award.

7b. PROCLAMATION FOR NATHAN REINHARDT

Mayor Elliott read a Proclamation in full for Nathan Reinhardt, Director of Fiscal & Support Services.

Mr. Reinhardt thanked the City Staff and the City Council. He stated it had been a great experience working in Brooklyn Center, and the community has by far been the most welcoming of communities in which he has worked. He added much had been accomplished during his six years in Brooklyn Center. He thanked City Manager Curt Boganey for his guidance, adding he is the best City Manager he has ever worked for.

Mayor Elliott thanked Mr. Reinhardt for his hard work and willingness to provide support and information whenever asked.

Mr. Boganey stated Mr. Reinhardt had been an extraordinary Finance Director and he will be greatly missed.

Councilmember Butler moved, and Councilmember Graves seconded to adopt a Proclamation for Nathan Reinhardt, Director of Fiscal & Support Services.

Motion passed unanimously.

8. PUBLIC HEARINGS

8a. RESOLUTION NO. 2019-145 ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR IMPROVEMENT PROJECT NOS. 2020-01, 02, 03 AND 04, GRANDVIEW NORTH AREA STREET, STORM DRAINAGE AND UTILITY IMPROVEMENTS.

City Engineer Mike Albers reviewed the roadways, storm drainage and utility improvements for the Grandview North area. The City Council received a feasibility report and called for a public hearing on the improvements, to be held this evening. All prospective property owners have been notified of the hearing and the special assessments. An informational meeting was held on September 5, 2019 for special assessments based on State statute procedures.

Mr. Albers stated the City's utilities were installed between 1960-1963, and water main installed in 1968. Storm sewer and pipes are proposed to be removed, and additional mitigation measures such as rain gardens will be considered. Replacement of 5 freestanding light poles is required. A sidewalk gap from Lilac Drive to Lyndale Avenue is proposed for construction, and a six-foot trail is recommended in keeping with the City's pedestrian and cycling walkability plan.

Mr. Albers stated the proposed project would be funded through several sources. Special assessments of \$888,000 are planned, with a mix of R-1 through R-6 properties to be assessed as part of the project. The City's assessment rates have not been adopted for 2020 but are proposed to be a 2% increase over 2019, for a total assessment of \$6,130 per single-family property.

Mr. Albers stated 2020 assessment rates would be established on November 12, with an assessment hearing and certification of assessment roll on December 9. Plans would be approved in January for spring construction and project completion by October 2020. City Staff recommends the public hearing be held and comments considered before adoption of the proposed Resolution.

Mayor Elliott asked what procurement process was used for this project.

Mr. Cote stated plans would be ordered after this evening's meeting to move forward with the assessment portion in December.

Mayor Elliott asked how contracts are awarded to contractors, whether the City receives any information about applicants, and how they are notified about projects.

Mr. Cote stated a public bid is awarded to the lowest bidder.

City Attorney Gilchrist stated a project of this size is required to go through a well-guarded State bid reward process that is regulated by state statute. The City is required to review all bids and award to the most responsible bidder.

Mr. Cote stated bids are advertised in the City newspaper as well as on Quest CDM, a web-based application used by most contractors to access City projects and plans.

Mayor Elliott asked how the lowest responsible bidder is determined and whether there are guidelines that can be reviewed.

Mr. Gilchrist stated a new State law had added a set of criteria that a contractor must meet to qualify, but there is also a long history of case law about this process. He added, as a practical matter, the City must go with the lowest bidder. He noted the bid process is scrutinized by City Staff, and they contact his office if legal questions or issues arise.

Mayor Elliott stated these types of projects are fairly significant. He asked whether there are opportunities to award smaller portions of large projects to companies who may not have the capacity to take on a big project. Mr. Cote stated the City has not split up a project of this size.

Mayor Elliott stated the City Council had identified a goal of encouraging and supporting local businesses. He added one way might be to provide access to these types of projects, including the Highway 252 project, combining efforts as a City to provide skills training and opportunities for employment for residents.

Mr. Cote stated Mayor Elliott brings up good points, and City Staff can review how these ideas could work for the City's projects. He added the 252 project is ongoing, and ways to bring that project in line with local City projects could be reviewed.

Councilmember Graves moved, and Councilmember Ryan seconded to open the Public Hearing.

Motion passed unanimously.

Jude Nattey, a resident and contractor, stated he has bid on projects in other cities and at the State level. He added there are varying requirements for the number of minority contractors who can bid on these projects.

Mayor Elliott stated he would like to explore the City's bidding process and review models that have been successfully implemented by other cities and to encourage stipulations for accepting certain number of bids from minority and women-owned businesses.

Mr. Boganey stated projects of this magnitude do not happen regularly, and State law regulates how much control Cities have over the process. He added this is something that should be investigated, although he knows of other cities that have similar requirements.

Mayor Elliott stated he would like to see more information on this issue before the RFP goes out on the current project, so City Staff can determine whether it is feasible to add bid requirements for minority, women-owned, and local businesses. He added he believes this is critical for the community.

Mr. Gilchrist stated, concerning local businesses, the City cannot legally discriminate based on where a business is located. He added State law requires that the lowest responsible bidder is chosen.

Councilmember Ryan stated he supports providing business opportunities for residents, but the City is very close to completing the streets replacement process several which began 27 years ago. He added the cost of projects had risen faster than the cost of living by a significant margin and increasing the cost of special assessments by delaying the project will fall heavily on the City's residents.

Councilmember Graves stated she would like to learn more about providing contract project opportunities at the local level. She added this must be reviewed carefully to avoid extra costs, although she understands the opportunities this could provide. She noted Brooklyn Center is a smaller city, but this type of requirement could be feasible.

Mayor Elliott stated projects awarded to local contractors could be a vehicle to accomplish some of the City Council's goals of economic stability and increased income for the City's residents. He added he would like to see additional information.

Mr. Nadi stated there are many jobs that local residents can do, and encouraging contractors to hire minorities would not increase project costs. He added the contract could state that contractors can look elsewhere if they cannot find local workers. He noted this is a good way for residents to participate in the economy and the work of the City.

Mr. Nadi stated there are funding sources and entities that provide incentives for Cities to hire local contractors. He added any minority contractor that is qualified should be given bidding opportunities, which would, in turn, encourage local contractors to engage competent people.

Mr. Boganey stated research has shown that provisions for local spending often have significant investment return, in terms of supporting local businesses and growing the local economy. He added more review is needed, but answers will not be available in time for this specific contract.

Councilmember Ryan stated he is open to these ideas. He added City Staff could bring forward recommendations for implementing this type of plan in future projects, but the 30-year street

utility project should remain on track as delay could potentially have the undesired effect of increased costs to homeowners via special assessments.

Mayor Elliott stated this could be an opportunity to provide significant benefits to the community. He added it would be foolhardy not to look at this closely and attempt to capture those benefits.

Councilmember Ryan stated the roads improvement project would continue to be ongoing, and in the future, these goals can be accomplished. He added, with this current project, it is important to keep things on track.

An audience member stated she had been a resident of Brooklyn Center for about a year. She added this would be an ongoing issue. She noted it is a great idea to hire local contractors who will hire local workers and have community ownership of projects.

Mayor Elliott stated he would like to see some analysis and review regarding how many jobs could be created, how it would be structured, and what would the economic impact be. Mr. Boganey agreed to follow up.

Councilmember Graves moved, and Councilmember Ryan seconded to close the Public Hearing.

Motion passed unanimously.

Councilmember Graves moved, and Councilmember Butler seconded to adopt RESOLUTION NO. 2019-145 Ordering Improvements and Authorizing Preparation of Plans and Specifications for Improvement Project Nos. 2020-01, 02, 03 and 04, Grandview North Area Street, Storm Drainage and Utility Improvements.

Motion passed unanimously.

9. PLANNING COMMISSION ITEMS

-None.

10. COUNCIL CONSIDERATION ITEMS

10a. RESOLUTIONS FOR PROPOSED SPECIAL ASSESSMENTS FOR NUISANCE ABATEMENT COSTS, TALL GRASS AND WEED ABATEMENT COSTS, DEAD AND DISEASED TREE ABATEMENT COSTS AND ADMINISTRATIVE FINES/CITATIONS

Deputy Director of Community Development Jesse Anderson reviewed proposed special assessments abatement costs presented for review and approval by the City Council.

Mr. Anderson stated four special assessments appeals were received at the City Council's last meeting, which was subsequently continued to this meeting for the City Council's review.

Mr. Anderson reviewed the four appeals: 6004 Girard Avenue N, whose owner was issued multiple citations for renting the property without license. The owner did not apply for a new license, and no one showed up for the inspection. Citations were issued. City Staff feels fees are valid and should be specially assessed.

Mr. Anderson stated the second appeal is for 2801 63rd Avenue N, and five citations were received by the previous owner. City Staff recommends that the fees be upheld, and the property be specially assessed.

Mr. Anderson stated the third and fourth appeals are for 5301 Russell Avenue N, which was changed after the license was issued, and 7231 Morgan Avenue N. He added the assessments are provided for the City Council's review.

Councilmember Graves asked whether it is typical to assess so soon after a previous assessment. She added, in this case, it was only two weeks. Mr. Anderson confirmed this.

Councilmember Ryan asked whether City staff explained the requirements to the property owner at 63rd Avenue. Mr. Anderson confirmed this.

Councilmember Graves asked why the fees went up to \$3,500 if the cap is generally \$2,000. Mr. Anderson stated that is a cumulative fee.

Councilmember Ryan moved, and Councilmember Butler seconded to adopt RESOLUTION NO. 2019-146 Certifying Special Assessments for Nuisance Abatement Costs to the Hennepin County Property Tax Rolls.

Motion passed unanimously.

Councilmember Ryan moved, and Councilmember Butler seconded to adopt RESOLUTION NO. 2019-147 Certifying Special Assessments for Administrative Citations to the Hennepin County Property Tax Rolls.

Motion passed unanimously.

Councilmember Graves moved, and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-148 Certifying Special Assessments for Diseased Tree Removal Costs to the Hennepin County Property Tax Rolls.

Motion passed unanimously.

Councilmember Butler moved, and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-149 Certifying Special Assessments for Weed Removal Costs to the Hennepin County Property Tax Rolls.

Motion passed unanimously.

Councilmember Butler moved, and Councilmember Ryan seconded to adopt RESOLUTION NO. 2019-150 Certifying Special Assessments for 6842 West River Road N Nuisance Abatement Costs to the Hennepin County Property Tax Rolls.

Motion passed unanimously.

11. COUNCIL REPORT

The City Council agreed to forego the Council Report in the interests of time.

12. ADJOURNMENT

Councilmember Graves moved, and Councilmember Ryan seconded adjournment of the City Council meeting at 9:00 p.m.

Motion passed unanimously.

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

WORK SESSION
OCTOBER 28, 2019
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in Work Session called to order by Mayor/President Mike Elliott at 9:00 p.m.

ROLL CALL

Mayor/President Mike Elliott and Councilmembers/Commissioners Marquita Butler, April Graves, and Dan Ryan. Councilmember/Commissioner Kris Lawrence-Anderson was absent and excused. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

**ORDINANCE AMENDING THE PUBLIC DANCE ORDINANCE THE
ENTERTAINMENT ORDINANCE AND ZONING ORDINANCE (cont'd)**

Mayor/President Elliott asked whether any comments were received from local entertainment businesses regarding this ordinance amendment. Ms. Suciu stated Earle Brown Heritage Center (EBHC) was asked for feedback, as they often have live entertainment. She added other establishments did not have any comments.

Deputy City Manager Reggie Edwards stated entertainment businesses were present at the meeting, including Jammin Wings, Jambo Africa, and EBHC, and they expressed their appreciation of having the meeting and going through all the information.

Councilmember/Commissioner Ryan stated he supports moving ahead with the updated Ordinance. He added he appreciates that it will be called an entertainment ordinance, rather than a dance ordinance. He noted there might be enforcement issues if the City moves forward with 2:00 a.m. liquor license.

Mayor/President Elliott expressed concern regarding police calls in the updated Ordinance, which is not clear. He stated the number of police calls to an establishment should not be a reason to bar them from having a license. He noted he feels adamant that caution should be used concerning this requirement.

Mr. Boganey stated it is a good point, and the updated Ordinance is a little vague in that respect. He added, however, the language is valid and valuable, as there is no indication that having a

disproportionate number of police calls would translate into action against an establishment's license. He added the only requirement is that a meeting will be scheduled to discuss strategies for reducing police calls and increasing public safety. He noted the license would only be reviewed if the strategies are not followed or are not successful.

Mayor/President Elliott stated, in terms of police calls, it makes sense to apply this amendment to all businesses in Brooklyn Center, treating businesses of all sizes the same, and not discriminate against small local businesses. He added the City could be open to criticism if businesses are treated differently based on police calls.

Mr. Boganey stated the principle business that would apply for an entertainment license is a restaurant, and the license is an ancillary activity to the principle business. He added there is evidence to suggest that when you add an ancillary activity to the principle business, there can be potentially negative results, which is the reason that additional conditions or requirements are proposed.

Councilmember/Commissioner Ryan stated licensing standards would vary by functionality, and local businesses should be reviewed with functionality in mind.

Mayor/President Elliott stated the amendment related to police calls could disproportionately affect minority businesses.

Councilmember/Commissioner Graves stated businesses would be allowed to meet with City Staff and come up with a mitigation plan to resolve their issues, and it will come before the City Council/EDA. She added she does not believe the amendment sets up small businesses of color to fail, although there may be changes in the case of 2:00 a.m. liquor license. She noted City Staff is doing what they can to provide a solution.

Mayor/President Elliott stated there could be unintended consequences, as there are more Police calls to residences of people with color, and businesses would also be impacted. He added a mitigation plan based on police calls is problematic, and he finds it difficult to support.

Mr. Gilchrist stated the types of circumstances that would constitute the basis for revocation would need to be reviewed if this amendment moves forward. Mayor/President Elliott stated revocation should not be predicated on the number of police calls.

Ms. Suciu stated the proposed language comes from the City of Minneapolis' entertainment ordinance. She added the impact would only be on the ancillary entertainment portion of the business. She noted the initial purpose of the proposed amendment was to separate entertainment from the liquor license so businesses can remain in operation.

Councilmember/Commissioner Ryan stated the City is required to demonstrate a substantive due process, which prohibits discrimination against one type of business or another. He added Police

Officers are responsible for due diligence in documenting police calls, and the amendment is appropriate. He noted communities of color are disproportionately impacted by crime-free Ordinances.

Mayor/President Elliott stated he has a hard time moving forward with the section about police calls, and he would like to see his concerns addressed. He added he supports merging the two Ordinances.

Councilmember/Commissioner Graves stated she believes there is enough discretion, and it is not predicated. She added she supports moving forward with the proposed amendment. She noted she is interested in more clarity as a whole throughout the Ordinance.

Mayor/President Elliott stated he would like more information regarding the effect this Ordinance will have on certain communities, concerning police calls.

Mr. Boganey stated the system of licenses is based on the number of police calls.

Mayor/President Elliott stressed the importance of doing due diligence and considering the impact moving forward. He requested that the City Staff provide additional information.

Councilmember/Commissioner Ryan stated there is no quorum.

Mr. Boganey stated City Staff could provide additional analysis.

Mayor/President Elliott requested that the City Council/EDA should schedule a time for a discussion on the housing portion of this issue.

ADJOURNMENT

Councilmember/Commissioner Ryan moved, and Councilmember/Commissioner Butler seconded adjournment of the City Council/Economic Development Authority Work Session at 9:38 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

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.

MECHANICAL LICENSES

Walter Mechanical Inc	517 W Travelers Trail Burnsville 55337
Midland Heating & Air Conditioning	4804 Park Glen St Louis Park 55416
True North HVAC	20142 Twin Pkwy NW Nowthen 55330
Sunburst Heating & Air Conditioning	1556 Oakways Wayzata 55357

SIGNHANGER LICENSE

A-Sign and Screen Printing	708 Lowry Ave N Minneapolis 55411
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Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	5/22/2019	Backup Material
11-12-2019 Rentals	11/6/2019	Backup Material

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

b. Police Service Calls.

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

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

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

Rental Licenses for Council Approval on November 12, 2019

Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	PoliceCFS *	Final License Type **	Previous License Type ***
5347-5349 Penn Ave N	Two Family	Initial	Yassin Noor	16	IV	N/A	IV	
1510 69th Ave N	Multi 1 Bldg 4 Units	Renewal	Marsha Ann Darnell - Met Plan	4	II	0	II	III
5408 Girard Ave N	Two Family	Renewal	Michael Gardiner	8	III	0	III	I
2006 55th Ave N	Single	Renewal	Mathias Bingaman - Missing Mitigation Plan	4	II	0	IV	IV
1312 72nd Ave N	Single	Renewal	Curtis Cady	0	I	0	I	II
5321 Colfax Ave N	Single	Renewal	Teodoro Llerena-Cooke	13	IV	0	IV	II
6749 Humboldt Ave N	Single	Renewal	Patrick Nguyen	9	III	0	III	II

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

** License Type Being Issued

*** Initial licenses will not show a previous license type Type 1 = 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: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Doran Cote, Public Works Director

BY: Andrew Hogg, Assistant City Engineer

SUBJECT: Resolution Accepting Public Improvements for Continual Maintenance for Camden Avenue North

Background:

In 2017, the Top Golf development was approved by City Council, Resolution 2017-102. Site and Building Plan approval required Top Golf to lengthen Camden Avenue North, install a cul-de-sac, and install public utilities as a part of the overall development. The developer has completed the public improvements and submitted the required deliverables. The developer is requesting the release of the \$40,000 security deposit in the form of a performance bond that was required by the Subdivision Agreement dated October 16th, 2017.

Budget Issues:

There are no budget issues to consider with this action. The \$40,000 is in the form of a performance bond, and the City would release the developer's performance bond.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/4/2019	Cover Memo

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR CONTINUAL MAINTENANCE FOR CAMDEN AVENUE NORTH

WHEREAS, in accordance to with the Subdivision Agreement dated October 16, 2017, Topgolf USA Brooklyn Center, LLC, developer of Topgolf, has agreed to install certain improvements for said development; and

WHEREAS, the developer has completed said improvements of the street, utilities, and grading; and

WHEREAS, the developer has requested the return of the \$40,000 security deposit to reflect the completed work.

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

- 1) The \$40,000 security deposit shall be returned to the developer.

BE IT FURTHER RESOVLED that the improvements are accepted for continuous maintenance as of November 12, 2019.

November 12, 2019
Date

Mayor

ATTEST: _____
City Clerk

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

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

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Doran M. Cote, P.E., Director of Public Works

BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Establishing Interest Rate for 2020 Special Assessments

Background:

Each year the City Council sets an interest rate for special assessments levied against properties based on the City's Special Assessment and Internal Loan Interest Rate Policy. The objective of this policy is to establish an equitable interest rate that will not unfairly burden the property owner yet recover the cost of borrowing from outside sources, recover the cost of administering the special assessments, and protect the City from the possibility that special assessment prepayments might impair the City's ability to service the bonds.

City Council policy has been to establish the special assessment interest rate by calculating the sum of the interest rate for the most recent general obligation bond, adding two percent to cover the overhead costs described above and rounding to the nearest one-half percent in accordance with the policy. The most recent improvement bond sale by the City of Brooklyn Center was 2019 General Obligation Improvement Bonds at 1.41 percent which results in a special assessment interest rate of 3.5 percent for 2020. This interest rate is 1.5 percent lower than the 2019 rate.

Budget Issues:

There are no budget issues to consider.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/4/2019	Cover Memo

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ESTABLISHING INTEREST RATE FOR 2020 SPECIAL ASSESSMENTS

WHEREAS, the City Council levies special assessments for certain neighborhood street and utility projects, delinquent utility bills, and other services provided to property owners that go unpaid; and

WHEREAS, amounts outstanding are certified to Hennepin County for collection with property taxes; and

WHEREAS, by City Council policy, interest is to be charged on outstanding amounts certified to Hennepin County for collection with property taxes; and

WHEREAS, the interest rate to be charged is two percent over the net interest rate for the most recent City General Obligation bond sale rounded up to the next one-half percent; and

WHEREAS, the most recent General Obligation Improvement Bond sale resulted in a net interest rate of 1.41 percent.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that the interest rate charged on outstanding special assessments for the year 2020 is hereby established at 3.5 percent.

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Doran Cote, Director of Public Works

BY: Mike Albers, City Engineer

SUBJECT: Resolution Declaring Costs to be Assessed and Calling for a Public Hearing on Proposed Special Assessments for Improvement Project Nos. 2020-01 and 02, Grandview North Area Street and Storm Drainage Improvements

Background:

This project was established by the City Council on May 13, 2019, by Resolution 2019-74, for the area commonly referred to as the Grandview North Area Improvements. This action was taken in accordance with the Capital Improvement Program (CIP), which identifies Grandview North Area for improvements during the 2020 construction season. The feasibility report for this project was accepted on September 23, 2019 and an improvement public hearing was conducted on October 28, 2019.

The attached resolution declares certain project costs to be assessed for the Grandview North Area Street and Storm Drainage Improvements and calls for a public hearing on the proposed special assessments on December 9, 2019.

The purpose of holding the special assessment hearing prior to beginning the project is to assure that any objections to or appeals of the assessments are known prior to entering into a construction contract or issuing bonds to finance the assessed portion of the project. The established assessment rate would set the maximum levy amounts, guaranteeing property owners of the final cost they will pay for the project. Special assessments for this project have been calculated in accordance with the City's Special Assessment Policy.

Budget Issues:

The total project cost for the Grandview North Area Street, Storm Drainage, and Utility Improvements is estimated to be \$6,294,000. The total special assessments for this project are estimated to be \$655,062.47 for street improvements, and \$218,505.97 for storm drainage improvements.

Funding sources for the project are budgeted from sources as described in the project feasibility report previously accepted by the City Council on September 23, 2019. The special assessment rates were adopted by the City Council on November 12, 2019, and funding source amounts that are included in the feasibility report are amended as follows as a result of minor special assessment revisions:

	Feasibility Report (9/23/19)	Amended (11/5/19)
Special Assessments	\$ 888,190.92	\$ 873,568.44
Sanitary Sewer Utility Fund	\$ 1,060,000.00	\$ 1,060,000.00
Water Utility Fund	\$ 784,000.00	\$ 784,000.00
Storm Drainage Utility Fund	\$ 1,258,073.95	\$ 1,261,494.03

Street Light Utility Fund	\$ 60,000.00	\$ 60,000.00
<u>Street Reconstruction Fund</u>	<u>\$ 2,243,735.13</u>	<u>\$ 2,254,937.53</u>
Total	\$ 6,294,000.00	\$ 6,294,000.00

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/4/2019	Cover Memo

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING COSTS TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING ON PROPOSED SPECIAL ASSESSMENTS FOR IMPROVEMENT PROJECT NOS. 2020-01 AND 02, GRANDVIEW NORTH AREA STREET AND STORM DRAINAGE IMPROVEMENTS

WHEREAS, the Brooklyn Center City Council has accepted the Engineer's Feasibility Report for Improvement Project Nos. 2020-01 and 02, Grandview North Area Street and Storm Drainage Improvements; and

WHEREAS, the total cost of the street and storm drainage improvement portion of said project is estimated to be \$4,390,000; and

WHEREAS, the City Clerk and City Engineer have prepared a proposed assessment roll showing the proposed amount to be specifically assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law.

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

1. That portion of the cost to be assessed against benefited property owners for street improvements included in City Improvement Project No. 2020-01 is declared to be \$655,062.47 That portion of the cost to be assessed against benefited property owners for storm drainage improvements included in City Improvement Project No. 2020-02 is declared to be \$218,505.97.
2. An assessment public hearing shall be held on the 9th day of December, 2019, in the City Hall Council Chambers at 7:00 p.m. or as soon thereafter as the matter may be heard to pass upon such assessment and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessment.
3. The City Clerk is directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement.
4. The City Clerk shall cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

RESOLUTION NO. _____

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Doran Cote, Director of Public Works

SUBJECT: Resolution Authorizing an Amendment/Renewal to a Site Lease Agreement with Verizon Wireless (VAW) LLC

Background:

Verizon Wireless (VAW), LLC has submitted an amendment to the City to extend their agreement for wireless antennas on Water Tower No. 1 located in the southwest quadrant of 69th and France Avenues. The original 20-year agreement dated June 9, 2000 allowed Verizon to install their antennas and facilities on Water Tower No. 1. Since the original installation, Verizon has modified their facilities, which were addressed by agreement amendments.

This lease extension amendment is due for renewal December 31, 2019. The rent will continue to be increased by approximately 3 percent annually. These terms are consistent with the original lease agreement and other leases in the antenna lease program. The agreement has been reviewed and deemed appropriate by the City Attorney.

Budget Issues:

The Water Utility Fund will receive \$15,000 in escrow money to cover administrative fees and an annual fee in accordance with the site lease agreement amounting to \$54,962.75, as established for 2020. These fees are consistent with the City's antenna lease program.

Strategic Priorities and Values:

Resident Economic Stability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/5/2019	Cover Memo
Lease Amendment	11/5/2019	Cover Memo

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDMENT/RENEWAL TO A SITE LEASE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC.

WHEREAS, the City of Brooklyn Center entered into a Site Lease Agreement dated June 9, 2000, with Verizon Wireless (VAW), LLC for the purposes of allowing the installation and operation of cellular antenna arrays at the City's water tower facility located at 6831 France Avenue, and was subsequently amended by Amendment No. 1 dated October 13, 2008; and

WHEREAS, Verizon Wireless (VAW), LLC. has requested an extension of the terms of the Agreement, which are set to expire December 31, 2019. The new terms as defined within Amendment No. 2 of the agreement will commence January 1, 2020. As part of this amendment, the lease will be automatically renewed for four additional 60 month terms unless either party gives written notice; and

WHEREAS, the modified terms contained in Amendment No. 2 are consistent with the terms of the original agreement and consistent with the typical practices and terms of the City's antenna lease program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that the Mayor and City Manager are hereby authorized to execute Amendment No. 2 to Site Lease Agreement dated November 12, 2019, between the City of Brooklyn Center and Verizon Wireless (VAW), LLC.

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.



Hannah Needham
312.660.2201
hneedham@GinsbergJacobs.com

October 22, 2019

Via Federal Express

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

Re: **Amendment No 2. To Site Lease Agreement**
Site Address: 6831 France Avenue North, Brooklyn Center, MN ("Property")
Site Name: MIN Woebegone

Dear Mr. Weber:

At the request of Verizon Wireless, we are forwarding to you two (2) original copies of an Amendment No. 2 to Site Lease Agreement ("Amendment") by and between the City of Brooklyn Center, as Landlord, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as Tenant, regarding an existing telecommunications facility located on the Property. Please have both original copies of the Amendment signed by the appropriate party where indicated and return the executed copies to my attention at your earliest convenience. We will then coordinate to obtain the signature of Verizon Wireless on the documents and see that a fully executed original of the Amendment is returned to you. I have enclosed a return FedEx envelope for your convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Hannah Needham

Enclosures

cc: Mark Moffat (via email)
Julie Plante (via email)
Frank Boucek (via email)

AMENDMENT NO. 2 TO SITE LEASE AGREEMENT

This AMENDMENT NO. 2 TO SITE LEASE AGREEMENT (the "Amendment") is made this _____ day of _____, 20____ (the "Effective Date") by and between the City of Brooklyn Center, a Minnesota municipal corporation ("Landlord" or "City"), with its principal offices located at 6301 Shingle Creek Pkwy, Brooklyn Center, Minnesota 55430, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

A. The Parties, or their predecessors-in-interest, are parties to a Site Lease Agreement dated June 9, 2000, as amended by that certain Amendment No. 1 to Site Lease Agreement dated October 13, 2008 (collectively, the "Agreement"), whereby Landlord leased to Tenant a portion of Landlord's real property located at 6831 France Avenue North, Brooklyn Center, Minnesota (the "Property," as legally described in the Agreement), and a portion of Landlord's Water Tower #1 (the "Structure"), together with necessary ingress, egress and utility rights of way, all for the installation, maintenance and operation of Tenant's communications facility, and uses incidental thereto; and

B. The Agreement is expected to expire on December 31, 2019; and

C. The Parties desire to amend the Agreement to (i) extend the term thereof, and (ii) modify other provisions thereof, as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM EXTENSION. Commencing upon January 1, 2020 (the "Additional Renewal Term Commencement Date"), the term of the Agreement shall automatically extend for four (4) additional renewal terms of five (5) years each (each an "Additional Renewal Term"), unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the then-current term.

2. RENT. Commencing upon the Additional Renewal Term Commencement Date, Tenant shall pay Landlord annual rental in the amount of Fifty-Four Thousand Nine Hundred Sixty-Two and 75/100 (\$54,962.75), to be paid in accordance with the terms of the Agreement. Commencing on the first anniversary of the Additional Renewal Term Commencement Date, and on each anniversary of the Additional Renewal Term Commencement Date thereafter, the annual rental shall increase to an amount equal to one hundred three percent (103%) over the annual rental due during the immediately preceding lease year.

3. REPLACEMENTS. The following sentence shall be added to the end of Section 5(f):

Notwithstanding the foregoing, plan review and Landlord approval shall not be required for routine maintenance or repair of the Tenant Facilities or for like-for-like equipment replacements which do not increase the weight load on the Structure and which do not occupy more

space on the Structure and/or Property or otherwise impair or restrict Landlord's ability to lease space thereon to other existing or potential tenants.

4. LEASE TERMINATION. Notwithstanding anything to the contrary in the Agreement, the Parties agree that Landlord shall provide one (1) year written notice to Tenant prior to terminating the Agreement pursuant to Sections 11(a)(v) or 11(a)(vi) of the Agreement.

5. NOTICE. Tenant's notice addresses listed in Section 19 of the Agreement shall be deleted in their entirety and replaced with the following:

If to Tenant, to: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

6. The Parties each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

7. Any capitalized terms in this Amendment that are not defined herein have the meanings given those terms in the Agreement. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, the Parties in accordance with its terms. All covenants, terms and obligations of the Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

(Signatures appear on the following page)

(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have executed in duplicate this Amendment on the day and year first above written.

LANDLORD:

City of Brooklyn Center

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

Verizon Wireless (VAW) LLC, its general partner

By: _____

Name: _____

Its: _____

Date: _____

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Doran M. Cote, P.E., Director of Public Works

BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project Nos. 2018-01, 02, 03, and 04, Firehouse Park Area Street, Storm Drainage and Utility Improvements

Background:

On April 23, 2018, the City Council awarded Improvement Project Nos. 2018-01, 02, 03, and 04 to Ryan Contracting Company of Elko, Minnesota for construction of the Firehouse Park Area Street, Storm Drainage, and Utility Improvements. Ryan Contracting Company has successfully completed the construction work and is requesting final payment for the project.

Budget Issues:

The original contract amount with Ryan Contracting Company for the project improvements was \$8,560,615.72. The total value of work certified for final payment is \$7,856,220.25. The total project cost including contingencies/administration/engineering/legal is \$8,747,652.56 and was completed 16.6 percent under budget in the amount of \$1,743,744.41. The attached resolution provides a summary of the final amended costs and funding sources for the project.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/7/2019	Resolution Letter

Member
moved its adoption:

introduced the following resolution and

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK PERFORMED AND AUTHORIZING
FINAL PAYMENT, IMPROVEMENT PROJECT NOS. 2018-01, 02, 03 AND 04,
FIREHOUSE PARK AREA STREET, STORM DRAINAGE AND UTILITY
IMPROVEMENTS

WHEREAS, pursuant to a written contract signed with the City of Brooklyn Center, Minnesota, Ryan Contracting Company of Elko, Minnesota has completed the following improvements in accordance with said contract:

Improvement Project Nos. 2018-01, 02, 03 and 04, Firehouse Park Area Street, Storm Drainage and Utility Improvements

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

1. Final payment shall be made on Improvement Project Nos. 2018-01, 02, 03 and 04, Firehouse Park Area Street, Storm Drainage and Utility Improvements, taking the contractor's receipt in full. The total amount to be paid for said improvements under said contract shall be \$7,856,220.25.
2. The estimated project costs and revenues are hereby amended as follows:

COSTS	<u>As Original Award</u>	<u>As Final</u>
Contract	\$ 8,560,615.72	\$7,856,220.25
Lighting	\$ 55,781.25	\$ 55,781.25
Contingency	\$ 772,000.00	\$ 35,124.00
Contingency (68 th Ave Watermain Replacement in 2020)	\$ 90,000.00	\$ 90,000.00
Subtotal Construction Cost	\$ 9,478,396.97	\$8,037,125.50
Admin/Legal/Engr.	\$ 1,013,000.00	\$ 710,527.06
Total Estimated Project Cost	\$10,491,396.97	\$8,747,652.56

RESOLUTION NO. _____

REVENUES	<u>As Original Award</u>	<u>As Final</u>
Street Assessment	\$ 1,515,510.11	\$ 1,515,510.11
Storm Drainage Assessment	\$ 486,334.17	\$ 486,334.17
Sanitary Sewer Utility	\$ 1,601,858.00	\$ 1,321,720.72
Water Utility Fund	\$ 1,687,253.00	\$ 1,596,962.66
Water Utility Fund (in 2020)	\$ 90,000.00	\$ 90,000.00
Storm Drainage Utility Fund	\$ 1,585,585.83	\$ 1,254,351.90
Street Light Utility	\$ 73,781.25	\$ 60,754.94
Street Reconstruction Fund	\$ 3,020,826.61	\$ 2,067,104.68
Municipal State Aid (MSA) Fund	\$ 410,000.00	\$ 338,093.38
Miscellaneous	\$ 870.00	\$ 870.00
CenterPoint Energy	\$ 19,378.00	\$ 15,950.00
Total Estimated Revenue	\$10,491,396.97	\$ 8,747,652.56

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Doran M. Cote, P.E., Director of Public Works

BY: Mike Albers, P.E., City Engineer

SUBJECT: Resolution Establishing 2020 Street and Storm Drainage Special Assessment Rates

Background:

Each year the City Council establishes assessment rates for R1, R2, and R3 residential zoned properties based on the City's Special Assessment Policy. Within these zoning districts, the assessment rate for street and storm drainage improvements is based on a unit amount that applies to all single-family residential properties. The unit amount represents a specific portion of the average cost for reconstructing a typical residential street and storm drainage system. Street assessments for non-residential and R4 to R7 residential properties are computed separately for each project.

Special assessment rates are typically adjusted each year to reflect normal inflationary increases in construction costs. The City's Special Assessment Policy indicates that "the unit assessment shall be adjusted annually to reflect cost of living increases as measured by the Construction Index" (City Council Code of Policies Section II – 2.10.2.B.1.a.2). The Engineering News Record (ENR) Construction Cost Index has experienced an average annual percent change for 2019 of 0.80 percent (see Table 1).

Table 1. ENR Construction Cost Index - 12-Month Average Annual Percent Change

Year	2012	2013	2014	2015	2016	2017	2018	2019
12-mo avg. annual % change	3.7	2.7	6.3	3.0	1.4	3.5	5.3	0.8

Source: ENR website, October 8, 2018, edition

Note: * 12 month average November 2018 – October 2019

Based on the 2019 information above, staff recommends adjusting the special assessment rates by an increase of 0.8 percent for 2020, which will be an increase of \$48 from the 2019 total assessment amount for street reconstruction projects. This rate should continue to maintain the portion of street and storm drainage costs that are assessed at approximately 33 percent of the total cost for street and storm drainage improvements. The City Council has historically targeted 33 percent as the portion of street and storm drainage improvements that are assessed to adjoining R1, R2, and R3 residential properties.

Budget Issues:

Increasing the 2019 special assessment rates for 2020 would result in an assessment amount of \$4,660 for street improvements and \$1,398 for storm drainage improvements. The total assessment amount would be \$6,058 per R1 single-family residential lots in 2020 compared to \$6,010 in 2019. The assessment amount for street improvements on partial street reconstruction projects (full pavement replacement) will be \$3,495 per R1 single-family residential lots in 2020. The assessment amount for street improvements on

pavement rehabilitation projects (mill and overlay) will be \$1,541 per R1 single-family residential lots in 2020. The attached resolution provides the corresponding adjustments for R2 and R3 zoned properties based on the proposed unit assessment rates.

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/4/2019	Cover Memo

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ESTABLISHING 2020 STREET AND STORM DRAINAGE SPECIAL ASSESSMENT RATES

WHEREAS, the residential assessment rates for street and storm drainage improvements are annually reviewed and approved by the City Council; and

WHEREAS, the residential assessment rates should be adjusted annually to be effective January 1; and

WHEREAS, the 2020 street and storm drainage assessment rates for R1, R2 and R3 zoned districts are based on a specific proportion of approximately 33 percent of the average cost for street and storm drainage improvements; and

WHEREAS, the R4, R5, R6 and R7 zoned districts will continue to be assessed based on an evaluation of project cost and project benefit.

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

1. The residential street and storm drainage special assessment rates for street reconstruction and pavement rehabilitation shall apply to properties in R1, R2 or R3 zoned districts. These rates shall also be applied to parcels of property in other land use zones when such parcels (a) are being used as one-family or two-family residential sites at the time the assessment roll is levied; and (b) could not be subdivided under the then-existing Subdivision Ordinance.
2. The residential assessment rates for street and storm drainage reconstruction effective January 1, 2020, shall be as follows:

<u>Land Use</u>	<u>2020 Assessment Rates</u>
R1 zoned, used as one-family site that cannot be subdivided	\$4660.00 per lot (street) \$1398.00 per lot (storm drainage)
R2 zoned, or used as a two-family site that cannot be subdivided	\$62.1333 per front foot with a \$4666.00 per lot minimum (street) \$18.6400 per front foot with a \$1398.00 per lot minimum (storm drainage)

RESOLUTION NO. _____

<u>Land Use</u>	<u>2020 Assessment Rates</u>
R3 zoned (per unit)	$\frac{\text{Assessable frontage} \times \$62.1333 \text{ (street)}}{\text{Number of residential units}}$ $\frac{\text{Assessable frontage} \times \$18.6400 \text{ (storm)}}{\text{Number of residential units}}$

3. The residential assessment rates for partial street reconstruction effective January 1, 2020, shall be as follows:

<u>Land Use</u>	<u>2020 Assessment Rates</u>
R1 zoned, used as one-family site that cannot be subdivided	\$3495.00 per lot (street)
R2 zoned, or used as a two-family site that cannot be subdivided	\$46.6000 per front foot with a \$3495.00 per lot minimum (street)
R3 zoned (per unit)	$\frac{\text{Assessable frontage} \times \$46.6000 \text{ (street)}}{\text{Number of residential units}}$

4. The residential assessment rates for pavement rehabilitation effective January 1, 2020, shall be as follows:

<u>Land Use</u>	<u>2020 Assessment Rates</u>
R1 zoned, used as one-family site that cannot be subdivided	\$1541.00 per lot (street)
R2 zoned, or used as a two-family site that cannot be subdivided	\$20.5467 per front foot with a \$1541.00 per lot minimum (street)
R3 zoned (per unit)	$\frac{\text{Assessable frontage} \times \$20.5467 \text{ (street)}}{\text{Number of residential units}}$

5. The residential assessment rates for street and storm drainage reconstruction and pavement rehabilitation shall not apply to R4, R5, R6 or R7 zoned districts. The assessment rates for street reconstruction and pavement rehabilitation for R4, R5, R6 or R7 zoned property shall be based on an evaluation of the project cost and project benefit for each project.

RESOLUTION NO. _____

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

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

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Doran Cote, Public Works Director

SUBJECT: Resolution Declaring a Public Nuisance and Ordering the Removal of Dead Trees at Certain Property at 4000 and 4001 72nd Ave N, Brooklyn Center, Minnesota

Background:

The attached resolution represents the official City Council action required to expedite removal of dead trees that were recently marked by the City Tree Inspector and have become a public safety issue due to being a hazard. The removal of dead trees is defined in City Ordinance chapter 20-202 to 19-101 through 19-106.

Property owners are given the opportunity to remove the dead tree on their own or enter into an agreement to allow the City to remove the dead tree. A minimal administrative charge of \$50 is applied to the costs associated with the tree removal when an agreement with the property owner is executed.

If the owner does not respond within ten (10) days, they are provided with a second notice notifying them of the City Council meeting where the dead tree is declared a public nuisance. If the property owner does not correct the violation or enter into an agreement, the City will remove the dead tree. A minimum administrative abatement service charge \$150 will be imposed based on the cost of the abatement.

Budget Issues:

The cost of removal of dead trees located on private property is the responsibility of the respective property owner, and if unpaid, is specially assessed to the property.

Strategic Priorities and Values:

Enhanced Community Image

ATTACHMENTS:

Description	Upload Date	Type
RESOLUTION	11/5/2019	Cover Memo

Member
and moved its adoption:

introduced the following resolution

RESOLUTION NO. _____

RESOLUTION DECLARING A PUBLIC NUISANCE AND ORDERING THE
REMOVAL OF DEAD TREES AT CERTAIN PROPERTIES IN BROOKLYN
CENTER, MINNESOTA

WHEREAS, Brooklyn Center City Code Section 20-202 and 19-101 through 19-106, declares any dead tree a public nuisance and provides for abatement by the City if not corrected by the property owner; and

WHEREAS, removal of dead trees and abatement of the public nuisance is necessary to prevent the hazard and to protect the safety of the public in neighborhoods; and

WHEREAS, a Notice to Abate Nuisance and a Dead Tree Removal Agreement has been issued to the owners of certain properties in the City giving the owners ten (10) days to remove dead trees on the owners' property; and

WHEREAS, the City can expedite the removal of these dead trees by declaring them a public nuisance.

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

1. The dead tree at the following address is hereby declared to be a public nuisance.

Property Address	Tree Type	Tree Number
4001 72 ND AVE N	MAPLE	152
4000 72 ND AVE N	MAPLE	153

2. After ten (10) days from the date of the initial notice, the property owner(s) was notified of the City Council action regarding the determination by the City Council declaring the dead tree a public nuisance.
3. The property owner(s) will receive a final written notice providing five (5) business days in which to contest the determination of the City Council by requesting, in writing, a hearing. Said request shall be filed with the City Clerk.
4. After five (5) days, if the property owner fails to request a hearing, the tree(s) shall be removed by the City. The cost of abatement shall be recorded and become the personal responsibility of the owner of record. If unpaid, the costs shall be specially assessed to the property in accordance with City codes and Minnesota Statutes Chapter 429.

RESOLUTION NO. _____

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Presidential Nomination Primary

Background:

All jurisdictions within the State of Minnesota will be holding a Presidential Nomination Primary (PNP) on March 3, 2020. The last PNP was held April 7, 1992.

The purpose of the PNP is for voters in the State of Minnesota who identify with a major political party to vote for a presidential candidate who they wish for their party to nominate as the candidate on the November State General Election ballot.

Budget Issues:

The 2020 Elections budget has been impacted due to an additional election.

Strategic Priorities and Values:

Inclusive Community Engagement, Operational Excellence

Council Regular Meeting

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Meg Beekman, Community Development Director

SUBJECT: Resolution Authorizing the Issuance, Sale, and Delivery of Its Conduit Multifamily Housing Revenue Refunding Bonds Relating to the REE Xerxes Avenue Workforce Housing Project; Adopting an Amended Housing Program Pursuant to Minnesota Statutes, Chapter 462C; Approving the Forms of and Authorizing the Execution and Delivery of the Bonds and Related Documents; Providing for the Security, Rights, and Remedies with Respect to the Bonds; and Granting Approval for Certain other Actions with Respect Thereto

Background:

Real Estate Equities, Inc. (REE) previously was granted authorization from the City of Brooklyn Center for the issuance of conduit bonds to finance the acquisition, construction, and equipping of an approximately 127 unit workforce rental housing facility and related amenities located at 5801 Xerxes Avenue North in an amount of \$17,500,000.

On February 5, 2019, REE submitted an application for conduit revenue bond project financing along with the applicable fee. City staff and bond attorney have reviewed the application and concur that meets the criteria set forth in the City's conduit debt administrative guidelines.

Administrative guidelines include:

- The project is to be compatible with the overall development plans and objectives of the City and of the neighborhood in which the project is located.
- The project is in areas of the City that the City wishes to develop, redevelop, or which in any way complements any development plans or policy of the City. It is also the City's intent to assist in business expansions or relocations within the City where it can be shown that such would have a substantial, favorable impact on employment or tax base, or both.

On February 11, 2019, the City Council adopted a preliminary resolution that granted preliminary approval to the issuance of multifamily housing revenue obligations and authorized the submission of an application to the Minnesota Department of Management and Budget for an allocation of bonding authority under Minnesota Statutes, Chapter 474A.

On June 21, 2019, the City Council adopted a resolution authorizing conduit Bonds to be issued to finance the project.

The resolution also contained a Joint Powers Agreement that related to the ability to "recycle" bonding authority, as permitted under federal tax law, rather than using a new allocation of bonding authority. This allows REE to "reuse" bonding authority from other housing projects in other cities for this project in

Brooklyn Center. REE can also return some of the allocation received earlier this year and this will free up bonding authority for more affordable housing projects statewide, including potentially the Senior housing project in Brooklyn Center.

REE is now now requesting conduit revenue refunding bonds in an amount not to exceed \$25,300,000 that will allow them to refinance the existing bonding on the project and return any outstanding bonds back into the statewide pool.

This request will have no impact on the city's ability to leverage future debt or bonding authority.

Budget Issues:

The total administrative fee that the City will receive for the issuance will be approximately \$95,000. The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of Brooklyn Center. The issuance of the Bonds will not affect the City's credit rating.

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/6/2019	Resolution Letter

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION _____
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF ITS CONDUIT
MULTIFAMILY HOUSING REVENUE REFUNDING BONDS RELATING TO
THE REE XERXES AVENUE WORKFORCE HOUSING PROJECT;
ADOPTING AN AMENDED HOUSING PROGRAM PURSUANT TO
MINNESOTA STATUTES, CHAPTER 462C; APPROVING THE FORMS OF
AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS
AND RELATED DOCUMENTS; PROVIDING FOR THE SECURITY, RIGHTS,
AND REMEDIES WITH RESPECT TO THE BONDS; AND GRANTING
APPROVAL FOR CERTAIN OTHER ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Brooklyn Center, Minnesota (the “City”), is a home rule charter city duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota; and

WHEREAS, pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by issuing revenue bonds and notes or other obligations to finance or refinance multifamily housing developments located within the City, and as a condition to the issuance of such revenue obligations, adopt a housing program providing the information required by Section 462C.03, subdivision 1a, of the Act; and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

WHEREAS, in the issuance of the City’s revenue obligations and in the making of a loan to finance or refinance a multifamily housing development, the City may exercise, within its corporate limits, any of the powers that the Minnesota Housing Finance Agency may exercise under Minnesota Statutes, Chapter 462A, as amended, including without limitation under the provisions of Minnesota Statutes, Chapter 475, as amended; and

WHEREAS, Brooklyn Center AH I, LLLP, a Minnesota limited liability limited partnership (“Borrower”), has requested that the City issue its revenue refunding bonds, pursuant to the Act, in an aggregate amount not to exceed \$25,300,000, in one or more series, at one time or from time to time (the “Bonds”) and lend the proceeds thereof to the Borrower to (i) refund the Multifamily Housing Revenue Note (REE Xerxes Avenue Workforce Housing Project), Series 2019 (the “Prior Note”) issued by the City on June 21, 2019 in the original aggregate principal amount of \$17,500,000, the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 127-unit workforce rental housing facility and related amenities to be located on the southern portion of the property at 5801 Xerxes Avenue North in the City (the “Project”); (ii) fund one or more reserve funds to secure the timely

payment of the Bonds, if necessary; (iii) pay interest on the Bonds during the construction of the Project, if necessary; (iv) pay the costs of issuing the Bonds; and (v) finance additional costs of the Project; and

WHEREAS, Section 146(i)(6) of the Internal Revenue Code of 1986, as amended (the “Code”) permits the reuse of bonding authority for affordable housing projects and treats the reuse as a refunding for tax purposes if: (i) the “refunding” occurs within 4 years after the original bonds were issued, (ii) the “refunding” bonds are issued within 6 months after the principal payment of the original bonds, and (iii) the “refunding” bonds mature within 34 years of the original issue date; and

WHEREAS, the Borrower has represented to the City that the Bonds will meet the requirements of Section 146(i)(6) of the Code with respect to the reuse of a portion of the bonding authority from the City of Rochester, Minnesota (the “Rochester”) Multifamily Housing Revenue Bonds (Eastgate Apartments Project), Series 2017 issued by Rochester in the original aggregate principal amount of \$14,135,000 (the “Rochester Bonds”); and

WHEREAS, in order to better leverage public funding by recycling bonding authority as permitted by Section 146(i)(6) of the Code, the City and Rochester wish to enter into a Joint Powers Agreement, pursuant to which Rochester consents to the issuance of the Bonds to finance, in part, the construction, acquisition, and equipping of the Project, all in accordance with Minnesota Statutes, Sections 471.59 and 471.656, as amended, and Section 147(f) of the Code. The City will use up to \$7,800,000 of recycled bonding authority from the Rochester Bonds, pursuant to the Joint Powers Agreement, in order to finance a portion of the Project; and

WHEREAS, the City has prepared an amended housing program providing the information required by Section 462C.03, subdivision 1a of the Act (the “Amended Housing Program”) regarding the issuance by the City of one or more revenue bonds in the maximum principal amount of \$25,300,000 and lend the proceeds thereof to the Borrower to finance the acquisition, construction and equipping of the Project; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published in accordance with the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), with respect to: (i) the required public hearing under the Code; (ii) the required public hearing under Section 462C.04, subdivision 2, of the Act; (iii) the Amended Housing Program; and (iv) approval of the issuance of the Bonds and on this same date, the City Council conducted a public hearing on the date hereof at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing; and

WHEREAS, the Bonds will be issued pursuant to this Resolution and the Bonds and the interest on the Bonds: (i) shall be payable solely from the revenues pledged therefor under the Loan Agreement, the Indenture, the Funding Loan Agreement and the Project Loan Agreement (all as hereinafter defined); (ii) shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City’s interest in the Loan Agreement and the Project Loan Agreement; and (v) shall not constitute a general or moral obligation of the City; and

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

1. Findings. The City acknowledges, finds, determines, and declares that the issuance of the Bonds is authorized by the Act and is consistent with the purposes of the Act and that the issuance of the

Bonds, and the other actions of the City under the Indenture, the Loan Agreement, the Project Loan Agreement, the Funding Loan Agreement, and this resolution constitute a public purpose and are in the interests of the City. The Project constitutes a “qualified residential rental project” within the meaning of Section 142(d) of the Code, and a “multifamily housing development” authorized by the Act, and furthers the purposes of the Act. In authorizing the issuance of the Bonds for the financing and refinancing of the Project and the related costs, the City’s purpose is and the effect thereof will be to promote the public welfare of the City and its residents by providing or preserving affordable multifamily housing developments for low or moderate income residents of the City and otherwise furthering the purposes and policies of the Act.

2. Financing Structure. The Borrower has requested that the City issue, sell, and deliver the Bonds pursuant to a Trust Indenture, dated on or after December 1, 2019 (the “Indenture”), between the Issuer and U.S. Bank National Association, a national banking association (the “Trustee”), as the Multifamily Housing Revenue Refunding Bonds (REE Xerxes Avenue Workforce Housing Project), Series 2019 to be purchased by Dougherty & Company, LLC (the “Underwriter”) pursuant to the Purchase Contract, dated on or after the date this Resolution is approved (the “Purchase Contract”), among the Underwriter, the City, and the Borrower and the proceeds derived from the sale of the Bonds will be loaned by the City to the Borrower to refinance the Prior Note and finance a portion of the cost of the Project pursuant to the terms of a Loan Agreement, dated on or after December 1, 2019, by and between the Borrower and the City (the “Loan Agreement”). Pursuant to the Loan Agreement the City will loan the proceeds of the Bonds and transferred, unexpended proceeds of the Prior Note to the Borrower.

The Borrower’s repayment obligations under the Loan Agreement will be evidenced by a Promissory Note delivered by the Borrower to the Issuer (the “Promissory Note”), which will be assigned by the Issuer to the Trustee pursuant to an assignment (the “Assignment of Note”) and will be secured by a mortgage granting a mortgage lien on the Project or a portion thereof (the “Mortgage”) to be delivered by the Borrower to the Issuer and assigned to the U.S. Bank National Association, a national banking association, as construction lender, pursuant to an assignment of mortgage (the “Assignment of Mortgage”) and, upon conversion from construction to permanent financing, to the Trustee, acting as the Fiscal Agent for Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise (“Freddie Mac”), as the permanent mortgage lender. The payments to be made by the Borrower under the Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. When executed, the right, title and interest of the City in, to and under, among other things, the Loan Agreement (except as therein provided) will be assigned to the Trustee pursuant to the Indenture. The Bonds shall bear interest at the rates, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, and shall be in such form and have such other details and provisions as may be prescribed in the Indenture, as executed in accordance with Sections 8 and 16. The Trustee is hereby appointed as the Paying Agent and the Bond Registrar for the Bonds.

3. Conversion. Pursuant to the Indenture, the Bonds will convert from construction financing to permanent financing (the “Conversion”). Upon the satisfaction of certain conditions to Conversion set forth in the Indenture (i) the Bonds shall be subject to mandatory tender, (ii) the purchase price of the Bonds shall be paid with amounts on deposit in with the Trustee on behalf of Freddie Mac as the permanent mortgage lender, and (iii) the Bonds shall be converted to a physical Multifamily Note with designation as Multifamily Housing Revenue Refunding Note (REE Xerxes Avenue Workforce Housing Project), Series 2019 (the “Governmental Note”) which shall be purchased by NorthMarq Capital, LLC, a Minnesota limited liability company (the “Freddie Mac Seller/Service”). In connection with Conversion, the Funding Loan Agreement, dated on or after December 1, 2019 (the “Funding Loan Agreement”), by and between the City, U.S. Bank National Association, a national banking association,

in its capacity as fiscal agent (the "Fiscal Agent") will be executed and will replace and supercede the Indenture and the Project Loan Agreement, dated on or after December 1, 2019 (the "Project Loan Agreement") by and between the City, the Fiscal Agent and the Borrower will be executed and will replace and supercede the Loan Agreement. Additionally, at conversion, the Borrower will issue a project note (the "Project Note") to the City to secure its obligations under the Project Loan Agreement to be endorsed by the City to the Fiscal Agent.

4. Authorization of Bonds. The Bonds shall bear interest at the rates, shall be designated, shall be numbered, shall be dated, shall mature, shall be in the aggregate principal amount, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Indenture, in substantially the form now on file with the City, with any necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of the Bonds, the stated maturity of the Bonds, the interest rate or rates on the Bonds and the terms of redemption of the Bonds) as are approved as evidenced by the execution thereof as provided in Sections 8 and 16. The City hereby authorizes the Bonds to be issued in an amount not to exceed \$25,300,000, in whole or in part, as "tax-exempt bonds," the interest on which is excludable from gross income for federal and State of Minnesota income tax purposes; provided that, if necessary, certain Bonds may be issued as taxable obligations.

The Council hereby authorizes and directs the execution of the Bonds in accordance with the terms of the Indenture, and hereby provides that the Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the owners of the Bonds, the City, and the Trustee as set forth therein. The Trustee is hereby appointed as the Paying Agent and the Bond Registrar for the Bonds.

All of the provisions of the Bonds, when executed as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Bonds shall be substantially in the form in the Indenture on file with the City, which form is hereby approved, with such necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of the Bonds, the stated maturities of the Bonds, the interest rates on the Bonds and the terms of redemption of the Bonds) as the Mayor and the City Manager (the "City Officials"), in their discretion, shall determine. The execution of the Bonds with the manual or facsimile signatures of the City Officials and the delivery of the Bonds by the City shall be conclusive evidence of such determination.

Upon Conversion, the Governmental Note shall bear interest at the rates, shall be designated, shall be numbered, shall be dated, shall mature, shall be in the aggregate principal amount, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Funding Loan Agreement, in substantially the form now on file with the City, with necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of the Governmental Note, the stated maturity of the Governmental Note, the interest rates on the Governmental Note and the terms of redemption of the Governmental Note) as are approved as evidenced by the execution thereof as provided in Section 8. Pursuant to the Funding Loan Agreement, the City will assign its rights to the basic payments and certain other rights and interests under the Project Loan Agreement, the Project Loan, the Project Note, and certain moneys and securities held by the Fiscal Agent in the funds and accounts established under the Funding Loan Agreement to the Fiscal Agent.

5. Limitation of Liability. The Bonds and the Governmental Note shall be special, limited revenue obligations of the City payable solely from the revenues provided by the Borrower pursuant to the Loan Agreement, the Project Loan Agreement, and other funds pledged pursuant to the applicable

Financing Documents; the City does not pledge its general credit or taxing powers or any funds of the City to the payment of the Bonds or the Governmental Note.

No provision, covenant or agreement contained in the aforementioned documents, the Bonds, the Governmental Note or in any other document relating to the Bonds or the Governmental Note, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to a general or moral obligation of the City or any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement and the Project Loan Agreement which are to be applied to the payment of the Bonds and the Governmental Note, as provided therein and as assigned to the Trustee or the Fiscal Agent, under the Indenture or the Funding Loan Agreement, respectively.

6. Approval of Amended Housing Program; Compliance with Certain Rental and Occupancy Restrictions as to the Project. The Amended Housing Program is hereby adopted, ratified, and approved in all respects. The City Manager is hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Amended Housing Program in accordance with the Act and any other applicable laws and regulations. To ensure compliance with certain rental and occupancy restrictions imposed by the Act and Section 142(d) of the Code and to ensure compliance with certain restrictions imposed by the City, the Project will be subject to a Regulatory Agreement, dated as of or after December 1, 2019 (the "Regulatory Agreement"), among the City, the Borrower, and the Trustee.

7. Joint Powers Agreement. The Joint Powers Agreement is hereby approved and the Mayor and the City Manager are hereby authorized to execute and deliver such agreement in substantially the form on file with the City, together with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine are appropriate and in the best interests of the City, and the execution of the Joint Powers Agreement by the Mayor and the City Manager shall be conclusive evidence of such determination. In accordance with the Joint Powers Agreement, the City is authorized to reuse bonding authority from the Rochester Bonds in an amount not to exceed \$7,800,000.

8. Approval of Forms; Execution. The City Officials are hereby authorized and directed to execute and deliver the Indenture, the Loan Agreement, the Bonds, the Purchase Contract, the Regulatory Agreement, the Joint Powers Agreement, the Assignment of Mortgage, the Assignment, the Project Loan Agreement, the Funding Loan Agreement, the Governmental Note, the assignment of the Project Note, and any consents or such other documents and certificates as are necessary or appropriate in connection with the issuance, sale, and delivery of the Bonds, including without limitation various certificates of the City, the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, a letter prepared in accordance with Section 42(m)(2)(D) of the Code evidencing the determination of the City, as the issuer of the Bonds, based on conclusions of a third party analyst, that the amount of tax credits to be allocated to the Project will not exceed the amount necessary for the financial feasibility of the Project and its viability as a qualified low-income housing project, a certificate as to arbitrage and rebate and similar documents (collectively, the "Financing Documents").

All of the provisions of the Financing Documents, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Financing Documents shall be substantially in the forms currently on file with the City, which are hereby approved, with such necessary and appropriate variations, omissions and insertions as do not materially

change the substance thereof, and as the City Officials, in their discretion, shall determine, and the execution thereof by the City Officials shall be conclusive evidence of such determination.

9. Bond Opinion. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel, to prepare, execute, and deliver its approving legal opinions with respect to the Bonds.

10. Official Statement. The City has not participated in the preparation of the Official Statement relating to the offer and sale of the Bonds (the “Official Statement”), and has made no independent investigation with respect to the information contained therein, including the appendices thereto, and the City assumes no responsibility for the sufficiency, accuracy, or completeness of such information, except for the information under the captions “THE ISSUER” and “ABSENCE OF LITIGATION—The Issuer.” Subject to the foregoing, the City hereby consents to the distribution and the use by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Official Statement is the sole material consented to by the City for use in connection with the offer and sale of the Bonds.

11. Council Authority; No Personal Liability. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the City Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the City Council, or such officers, board, body or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the City Council, or any officer, agent or employee of the City in that person’s individual capacity, and neither the City Council nor any officer or employee executing the Bonds or the Governmental Note shall be personally liable on the Bonds or the Governmental Note or be subject to any personal liability or accountability by reason of the issuance thereof.

Except as otherwise expressly provided herein, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City, or any holder of the Bonds or the Governmental Note issued under the provisions of this resolution, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, this resolution, the aforementioned documents, and all of their provisions being intended to be and being for the sole and exclusive benefit of the City, and any holder from time to time of the Bonds or the Governmental Note issued under the provisions of this resolution.

12. Severability. In case any one or more of the provisions of this Resolution, other than the provisions contained Section 5, or of the aforementioned documents, or of the Bonds or the Governmental Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Bonds or the Governmental Note, but this Resolution, the aforementioned documents, and the Bonds or the Governmental Note shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

13. Validity. The Bonds, when executed and delivered, shall contain a recital that they are issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Bonds, and to the

execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

14. Authorization; Direction. The officers of the City, bond counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Bonds, for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Bonds, the aforementioned documents, and this resolution. If for any reason either of the City Officials is unable to execute and deliver the documents referred to in this Resolution, such documents may be executed by any member of the City Council or any officer of the City delegated the duties of such City Officials with the same force and effect as if such documents were executed and delivered by such City Officials.

15. City Costs. The Borrower shall pay the City's administrative fee in connection with the issuance of the Bonds, as provided in the Loan Agreement, and pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the Project and the issuance of the Bonds, whether or not the Bonds are issued, including any costs for attorneys' fees. The Borrower shall indemnify the City against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project or the Bonds, as provided for and agreed to by the Borrower in the Loan Agreement.

16. Future Amendments. The authority to approve, execute and deliver future amendments to the Financing Documents herein authorized entered into by the City in connection with the issuance of the Bonds and any consents required under the Financing Documents is hereby delegated to the City Officials upon consultation with the City's Bond Counsel, subject to the following conditions: (a) such amendments or consents do not require the consent of the holder of the Bonds or such consent has been obtained; (b) such amendments or consents do not materially adversely affect the interests of the City; (c) such amendments or consents do not contravene or violate any policy of the City; and (d) such amendments or consents are acceptable in form and substance to the City's Bond Counsel. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the City Officials shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of either of the City Officials, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City or the City authorized to act in his/her place and stead.

17. Governmental Program. The City has established a governmental program of acquiring purpose investments for qualified residential rental projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

- (a) the program involves the origination or acquisition of purpose investments;
- (b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;
- (c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse

administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;

(d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing Bonds of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and

(e) the City shall not waive the right to treat the investment as a program investment.

18. Effective Date. This Resolution shall be in full force and effect from and after its approval.

November 12, 2019

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ 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: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: An Ordinance Amending Chapter 11 of the City Code of Ordinances Regarding Liquor and Liquor Licensing - 1st Reading

Background:

On August 26, 2019, City Council work session, Deputy City Manager Edwards presented a proposed ordinance amendment that would reinstate the Optional 2 AM liquor license for establishments in Brooklyn Center that was repealed in December 2017.

The the August 26, work session, the City Council was in majority consensus to move forward with the proposed 2 AM proposed amendment.

On October 28, 2019, City Council work session, City Clerk Barb Suciu presented a proposed ordinance amendment that would provide housekeeping items for the Liquor Ordinance. These housekeeping items included additional definitions, amending the language for places ineligible for liquor licenses, and conditions of the liquor license.

The City Council had a lengthy discussion regarding the removing the display of liquor and options for the places ineligible for liquor licenses. The language of removing the display of liquor has been omitted from the ordinance. The places ineligible for liquor licenses has been updated with the language the City Council agreed upon.

Tonight, before the City Council for consideration is the first reading of an Ordinance amending Chapter 11 of the City Code regarding 2 am Liquor license and housekeeping items. If approved, the second reading and public hearing are scheduled for December 9, 2019.

Budget Issues:

There is no impact on the budget.

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Excerpt from 10/14/19 Work Session	11/6/2019	Backup Material
Excerpt from 8/26/19 Study/Work Session	11/6/2019	Backup Material

Ordinance
powerpoint

11/6/2019
11/7/2019

Ordinance
Presentation

EXCERPT FROM OCTOBER 14, 2019 WORK SESSION LIQUOR LICENSE UPDATES

City Clerk Barb Suciu reviewed proposed updates to the Liquor Ordinance. She added some definitions from State Statute are being added to the City Code for consistency and transparency. She added additional language is being proposed for Section 11-118, "Conditions," to clarify that liquor must be "removed from display and inaccessible to the public." She added some establishments want to stay open to serve food, but they are not putting liquor away.

Councilmember/Commissioner Graves asked whether this would still be an issue if 2:00 a.m. liquor is approved. Ms. Suciu confirmed this.

Mayor/President Elliott stated it would be difficult to put some liquor bottles away, and some establishments have hundreds of bottles. Mr. Boganey stated, if this amendment is approved, the owner would be required to modify or adjust their displays to ensure compliance.

Mayor/President Elliott stated restaurants could be fined if they violate the Code, which would be easier than putting all their liquor away. Mr. Boganey stated it is a question of resources, when Police enforcement is required for compliance, requiring a change in business practices.

Councilmember/Commissioner Graves stated it would be onerous. She added it seems to be a management issue on the part of the business. Mayor/President Elliott agreed.

Councilmember/Commissioner Butler agreed, adding it would not be fair to penalize all businesses.

Mr. Boganey stated most Cities' ordinance requires businesses to close when liquor sales are over.

Councilmember/Commissioner Graves stated that it is a good reason to have the option to stay open until 2:00 a.m. Mr. Boganey agreed, adding ancillary activities have been occurring after 1:00 a.m., but not necessarily liquor license violations.

Mr. Gilchrist stressed the importance of creating a clear limit, so all liquor is removed by a specific time after-sales are allowed.

Ms. Suciu stated reviewed a language amendment to the Liquor Ordinance that prohibits businesses from obtaining a liquor license if they are near certain uses. She added this restriction would be limited to "school, daycare center, and religious institution." She noted this would narrow the scope of availability of liquor within 300 feet of these uses.

Ms. Suciu stated the other option is not to limit the type of liquor license.

Mr. Boganey stated a liquor license could be approved if the licensed premise and listed uses are within the same zoning district, regardless of distance.

Mr. Boganey stated the proposed language is similar to that used in Brooklyn Park. Ms. Suci agreed. Mr. Boganey stated the proposed changes would put Brooklyn Center on equal footing with Brooklyn Park in terms of the policy.

Councilmember/Commissioner Graves stated she supports option two as it is easier to understand. Mayor/President Elliott agreed.

There was a majority Consensus of the City Council/EDA to support Option 2 related to Liquor Ordinance.

**EXCERPT FROM AUGUST 26, 2019 STUDY SESSION/WORK SESSION
ORDINANCE AMENDMENT CHAPTER 11 LIQUOR**

Deputy City Manager Reggie Edwards reviewed a proposed amendment to Ordinance Chapter 11 related to liquor licenses, especially the 2:00 a.m. curfew. He added the recommendation is to move the liquor sales time from 2:00 a.m. to 1:00 a.m.

Dr. Edwards reviewed data related to police calls at liquor establishments between 2018-2019.

Discussion of this item will be continued in the August 26, 2019, Work Session.

ORDINANCE AMENDMENT CHAPTER 11 LIQUOR (Cont'd)

Deputy City Manager Dr. Reggie Edwards stated 2:00 a.m. liquor operations are recommended to be re-established as recent data shows that an establishment can operate or serve alcohol without causing an excessive number of police calls, and the City has taken a more comprehensive approach to address police calls for service.

Dr. Edwards stated City Staff recommends moving the sale of on-sale liquor time to 2:00 a.m.

Councilmember/Commissioner Ryan asked how many other neighboring cities have 2:00 a.m. liquor. He added he does not see a competitive disadvantage in this case. He added he is in favor of 2:00 a.m. liquor, but he would be interested in hearing suggestions from City Staff for addressing other related issues.

Councilmember/Commissioner Lawrence-Anderson asked whether Police Chief Gannon supports the recommendation.

City Manager Curt Boganey stated a team of City Staff, including Police Chief Gannon, were engaged in the process of developing these options. He added it is fair to say that Chief Gannon agrees that the most important issue is finding an effective means to deal with anti-social behavior.

Dr. Edwards stated a quick online search shows that the majority of jurisdictions surrounding Brooklyn Center have 2:00 a.m. liquor operations.

Mr. Boganey stated the re-establishment of 2:00 a.m. liquor operations is a tangible way of being supportive of local businesses and alleviating a barrier, as business owners believe they are at a competitive disadvantage.

Mayor/President Elliott agrees in favor of moving forward with 2:00 a.m. license. Important that staff comes back with a mitigation plan or some ways of addressing safety concerns.

Police Chief Gannon stated the Ordinance amendment stipulates a clearly defined time frame when alcohol has to be removed and can no longer be consumed. He added that does not currently exist, and it is a great addition.

The majority consensus of the City Council/EDA was to instruct City Staff to move forward with the proposed amendment to Chapter 11 - Liquor Operations Ordinance.

Mr. Boganey stated City Staff would prepare a draft Ordinance for the City Council/EDA's review at an upcoming Regular Session meeting.

CITY OF BROOKLYN CENTER

Notice is hereby given that a public hearing will be held on the ____ day of _____, 2019, at 7:00 p.m. or as soon thereafter as the matter may be heard at City Hall, 6301 Shingle Creek Parkway, to consider an ordinance related to liquor and liquor licensing.

Auxiliary aids for handicapped persons are available upon request at least 96 hours in advance. Please notify the City Clerk at 763-569-3306 to make arrangements.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11 OF THE CITY CODE OF
ORDINANCES REGARDING LIQUOR AND LIQUOR LICENSING

THE CITY COUNCIL OF THE CITY OF BROOKLYN CENTER DOES ORDAIN AS
FOLLOWS:

ARTICLE I. Definitions. Section 11-103 of the Brooklyn Center City Code is hereby amended as follows and the paragraphs renumbered as appropriate:

1. *Applicant*, means any person making an application to the City for a license under this Chapter.
2. *Application*, means a City form an applicant must complete and submit to the City to request a license under this Chapter. An incomplete form, including one that is not accompanied by the required fees or additional documents, shall not be considered an application for the purposes of this Chapter and will not be processed.
3. *Brewer taproom*, means the on sale of malt liquor produced by a brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer. The holder of a brewer taproom license may also hold a license to operate a restaurant at the brewery.
- Display*, means the presence of liquor in a glass, bottle, can, or other container that is located on a table, bar, railing, stool, or other place on a licensed premises accessible by customers, or where customers are otherwise served or consume liquor. The presence of liquor in containers behind a bar, or other areas of the license premises limited to employees and where access by customers is prohibited, is not considered the display of liquor. This definition does not limit the scope of activities requiring a consumption and display permit under state law or this Chapter.
- Growler*, is malt-liquor sold off-sale by a small brewer or brew pub, which has been produced and packaged by the brewer in 64-ounce containers commonly known as growlers or in 750 milliliter bottles.

- ==. *Intoxicating liquor*, means ethyl alcohol, distilled, fermented, spirituous, vinous and malt liquors containing in excess of 3.2% of alcohol by weight.
- ==. *License*, means an approval issued by the City under this Chapter authorizing the licensee to sell liquor within the City in accordance with this Chapter and all other applicable federal, state, and local laws, rules, regulations, and ordinances.
- ==. *Licensed premises or premises*, means the portion of a building or area described in the approved license in which the City permits the sale and consumption of liquor. The term does not include outside areas, such as patios or parking lots, unless such areas are specifically listed in the license, or the licensee obtains special written permission from the city to temporarily allow an outside area to be considered part of the licensed premises, subject to such conditions as may be placed on the temporary permission.
- ==. *Liquor*, as used in this Chapter, without modification by the words “intoxicating” or “3.2 percent malt,” includes intoxicating liquor, 3.2 percent malt liquor, and malt liquor. Unless the context clearly indicates otherwise, this term is intended to be a general reference to alcoholic beverages and includes the term “alcoholic beverage” as defined in Minnesota Statutes, Section 340A.101, subdivision 2.
- ==. *Malt Liquor*, means any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.
- ==. *Manufacturer*, means a person who, by any process of manufacture, fermenting, brewing, distilling, refining, rectifying, blending, or by the combination of different materials, prepares or produces intoxicating liquor for sale.
- ==. *Microdistillery*, means a distillery as defined by Minnesota Statutes, Section 340A.101 operated within a state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons a calendar year.
- ==. *Minor*, means a person under the age specific in Minnesota Statutes, Section 340A.503.
- ==. *Off-Sale*, means the retail sale of liquor in original packages for consumption only off or away from the premises where sold.
- ==. *On-Sale*, means the retail sale of liquor for consumption on the premises where sold only.
- 6. *Premises*, as used in this Chapter, shall mean the inside of the building or the leased space inside a building as shown on the plan submitted to the City Manager’s

~~designee with the original license. Outside areas, such as patios or parking lots, shall not be included in the definition of “Premises” unless specifically listed on the license or special permission is obtained in writing from the City for a limited period of time under certain conditions.~~

— *Package and original package*, mean any container or receptacle holding liquor which the container or receptacle is corked, capped, or sealed by a manufacturer or wholesaler.

ARTICLE II. Types of Liquor Licenses. Section 11-107 of the Brooklyn Center City Code is hereby amended as follows:

15. Optional 2 A.M. Closing Special Liquor License. This license may be issued only to an establishment that holds an on-sale liquor license and has obtained a permit from the Commissioner of Public Safety under Minnesota Statutes, Section 340A.504, subdivision 7 to sell or serve alcohol until 2:00 a.m.

ARTICLE III. Places Ineligible for Liquor Licenses. Section 11-117, subdivision 6 of the Brooklyn Center City Code is hereby amended as follows:

Subdivision 6. No Liquor license shall be granted if the Premises is located within 300 feet of, or within the same building, or on the same legally subdivided lot, piece, or parcel of land as any of the following uses: any school, day care center, religious institution church, hospital, halfway house, currency exchange operation, theater, residence, pawnshop, secondhand goods dealer, tattoo establishment, body piercing establishment, massage parlor, sauna, or another on-sale Liquor establishment. This prohibition shall not apply, and a liquor license may be granted, if the proposed licensed premises and the listed use within 300 feet are located within the same zoning district.

ARTICLE IV. Conditions of Liquor Licenses. Section 11-118, paragraph 6 of the Brooklyn Center City Code is hereby amended as follows and the paragraphs renumbered as appropriate:

6. No on-sale Liquor establishment shall display Liquor to the public during hours when the sale is prohibited. It is unlawful for a licensee to sell liquor during the times when the sale of liquor is prohibited by state law or this Chapter. For on-sale licensed premises, no sale of liquor shall occur after 1:00 a.m. If the licensed premises obtains a 2:00 a.m. closing special liquor license, it may sell liquor after 1:00 a.m., but in no case after 2:00 a.m.;

— The consumption or display of liquor by anyone, including the licensee and its employees, at an on-sale licensed premises after 1:15 a.m., or after 2:00 a.m. for a licensed premises issued a 2:00 a.m. closing special liquor license, is prohibited. By the indicated closing time, all customers must have vacated the licensed premises and all glasses, bottles, cans, and all other liquor containers must be removed from all tables, bars, railings, stools, or other places on the premises accessible by customers. If the licensed premises is a restaurant that continues

regular food service after the applicable closing time, customers eating at the restaurant may continue to be on the licensed premises, but the consumption or display of liquor after the indicating closing time is prohibited. A licensed premises containing a portable bar or serving station shall, by the applicable closing time, remove all liquor from such bar or station, or place it in a locked container, so it is not accessible by customers;

ARTICLE V. Hours of Operation. Section 11-119 of the Brooklyn Center City Code is hereby amended as follows:

Section 11-119. HOURS OF OPERATION.

Subdivision 1. Hours of Operation. The hours of operation and days of sale shall be those set by Minnesota Statutes, Section 340A.504, as it may be amended from time to time. A licensed premises shall not sell liquor before or after its authorized hours of operation.

Subdivision 2. 2 A.M. Closing Special Liquor License. No Liquor licensee shall sell on-sale liquor between the hours of 1 a.m. and 2 a.m., unless the licensee has obtained an optional 2 a.m. liquor permit from the Commissioner of Public Safety and has been issued the 2 a.m. closing special liquor license by the City.

Article VI. Effective Date. This ordinance shall become effective after adoption and upon thirty days following its legal publication.

Adopted this ____ day of _____, 2019.

Mike Elliott, Mayor

ATTEST: _____
City Clerk

Date of Publication _____

Effective Date _____

(~~Strikeout~~ indicates matter to be deleted, double underline indicates new matter.)

Ordinance Amending Chapter 11



City Council Meeting, 11/12/19

Request of Action

Consider the first reading of an Ordinance Amendment of Chapter 11 of the City Code of Ordinances relating to 2 am optional liquor license and housekeeping items and set the second reading/public hearing for December 9, 2019.



Background – August 26

- The City Council was presented an amendment to reinstate the 2 AM optional liquor license and clarification hours of operation.
 - Questions from the Council were the number of neighboring cities having the optional license, support from the Police Chief, and a way to address safety issues.



Background – August 26

- The questions were addressed at the work session and the majority consensus of the City Council was to move forward with the proposed amendments.



Background – October 14

- The City Council was presented proposed amendments to the liquor ordinance including additional definitions, places ineligible for liquor licenses, and conditions of the liquor licenses.



Background – October 14

- Questions from the Council included removing the display of liquor, and options for the places ineligible for liquor licenses.



Background – October 14

- “Removing the display of liquor” language has been omitted from the current version of the proposed ordinance; and
- Places ineligible for liquor licenses there was a consensus to go with option two and that language is in the proposed ordinance.



Proposed Ordinance

- Incorporates all of the items that have been discussed previously
- Staff met with current liquor license holders to discuss the proposed ordinance amendments
 - Comments from current license holders were positive regarding the 2 AM optional license.

This ordinance amendment was a collaboration of staff from the police department, community development, and administration.



Tonight's action

- Approve the first reading of an ordinance amending Chapter 11 of the City Code of Ordinances Regarding Liquor and Liquor Licensing.
- Second reading/public hearing will be held on December 9, 2019



Questions



AGENDA



1. Call to Order

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

2. Roll Call

3. Approval of Consent Agenda

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

a. Approval of Minutes

- Motion to approve minutes from September 9, 2019.

b. Resolution Authorizing the City of Brooklyn Center Economic Development Authority (EDA) to Enter Into an Agreement with Flik International Corp for Food Service Management at the Earle Brown Heritage Center

- Motion to approve of a resolution authorizing an agreement with Flik International Corp. to provide food services at the Earle Brown heritage Center.

Staff is supportive of this agreement as it provides for a continuation of the positive working relationship between Flik International Corp and the Earle Brown Heritage Center. This relationship has been forged on the premise of high quality food and service.

4. Commission Consideration Items

5. Adjournment

Economic Development Authority

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

In accordance with MN Statute 15.17 and MN Statute 412.151, subd.1, attached for your approval are the minutes from the study session, regular session and work session.

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
August 12 Minutes	9/3/2019	Backup Material

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

REGULAR SESSION
AUGUST 12, 2019
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President Mike Elliott at 9:27 p.m.

2. ROLL CALL

President Mike Elliott and Commissioners April Graves, Kris Lawrence-Anderson, and Dan Ryan. Commissioner Marquita Butler was absent and excused. Also present were Executive Director Curt Boganey, Community Development Director Meg Beekman, Police Chief Tim Gannon, and City Attorney Troy Gilchrist.

3. APPROVAL OF AGENDA AND CONSENT AGENDA

Commissioner Ryan moved, and Commissioner Graves seconded to approve the Agenda and Consent Agenda, and the following item was approved:

3a. APPROVAL OF MINUTES

1. July 22, 2019 – Regular Session

Motion passed unanimously.

4. PUBLIC HEARINGS

4a. RESOLUTION NO. 2019-18 AWARDING THE SALE OF, AND PROVIDING THE FORM, TERMS COVENANTS AND DIRECTIONS FOR THE ISSUANCE OF, LEASE REVENUE BONDS (MUNICIPAL LIQUOR STORE PROJECT), SERIES 2019B

Commissioner Graves moved, and Commissioner Ryan seconded to adopt RESOLUTION NO. 2019-18 Awarding the Sale of, and Providing the Form, Terms Covenants and Directions for the Issuance of, Lease Revenue Bonds (Municipal Liquor Store Project), Series 2019b.

Motion passed unanimously.

5. ADJOURNMENT

Commissioner Graves moved, and Commissioner Ryan seconded adjournment of the Economic Development Authority meeting at 9:28 p.m.

Motion passed unanimously.

Economic Development Authority

DATE: 11/12/2019

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Jim Glasoe, Director of Community Activities, Recreation & Services

SUBJECT: Resolution Authorizing the City of Brooklyn Center Economic Development Authority (EDA) to Enter Into an Agreement with Flik International Corp for Food Service Management at the Earle Brown Heritage Center

Background:

On January 11, 1999, after an extensive Request for Proposal process, the EDA entered into an agreement with Flik International Corp to provide food service management at the Earle Brown Heritage Center. The initial term of this agreement was five (5) years. On February 20, 2003, the contract was amended and extended for one year.

On January 1, 2005, the EDA entered into a revised agreement with Flik International Corp to provide food service management at the Earle Brown Heritage Center for a two year term. By EDA action, this agreement was extended on February 1, 2007.

On January 1, 2010, the EDA entered into a revised agreement with Flik International Corp to provide food service management at the Earle Brown Heritage Center for a five year term.

On January 1, 2015, the EDA approved a revised agreement with Flik International Corp to provide food service management at the Earle Brown Heritage Center for a five year term.

In May 2019, the Earle Brown Heritage Center conducted an extensive Request for Proposal process for food service vendors. This RFP process was conducted by Rippe Associates, a reputable food service design and consulting firm. Rippe assisted with the development of the Request for Proposal document, the solicitation of proposals, scoring of the proposals and a final recommendation.

At the completion of the process, Flik International was identified as the preferred vendor. Accordingly, staff has worked with our attorneys to draft a revised agreement. The initial term of this agreement is for Three (3) years. and may be extended for an additional three year term if agreed to by both parties.

Major tenants of the contract include:

- Contract amount will begin at \$100,000 per year and will be increased by \$3,000 per year
- Current incentive bonus is eliminated
- Flik will make a \$250,000 investment to EBHC premises
- Catering sales staff will be shifted from Flik to City employees

Budget Issues:

This agreement provides for food service management fees that are consistent with current revenue and expenditure streams. It also provides for standardized annual increases of \$3,000 annually for each year of the agreement.

The amendment also provides for a \$250,000 investment in the Earle Brown Heritage Center premises by Flik International Corp.

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Flik Agreement	11/4/2019	Backup Material

AGREEMENT FOR FOOD SERVICE MANAGEMENT

AGREEMENT dated January 1, 2020, by and between the Economic Development Authority in and for the City of Brooklyn Center, a political subdivision of the State of Minnesota with its principal office located at 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 ("Owner") and Flik International Corp, a New York corporation, with its principal office located at 2 International Drive, Rye Brook NY 10573 ("Manager").

WITNESSETH

WHEREAS, Owner is the owner of a convention center and exhibit hall called the Earle Brown Heritage Center ("the Buildings") in Brooklyn Center, Minnesota; and

WHEREAS, Owner's Buildings are equipped with full kitchens and banquet space for catered affairs and other special events, collectively the "Catering Facility"; and

WHEREAS, Owner desires to secure the services of Manager in providing management services for Owner's Catering Facilities as desired by Owner; and

WHEREAS, Manager is experienced in the management and operation of commercial food and beverage operations and is in the business of providing management and consultant services to such enterprises.

NOW, THEREFORE, the parties hereby agree as follows:

1. **ENGAGEMENT OF MANAGER**: Subject to the terms of this Agreement, Owner hereby engages Manager and grants Manager the exclusive right to supervise and direct the management and operation of Owner's Catering Facility described in Exhibit A attached hereto; provided, however, Owner reserves the right to use alternate third-party caterers for City of Brooklyn Center sponsored events only. Manager agrees to operate the Catering Facility in a manner consistent with first-class catering facilities in the Twin Cities as determined by Owner. Manager further agrees to consult with Owner to keep Owner advised of all policy matters relating to the Catering Facility. Subject to the foregoing and to the provisions of this Agreement, Manager shall have the control and discretion with regard to the operation and management of the Catering Facility for customary purposes and the right to determine all operating policies affecting the appearance of the Catering Facility, the standards of operation, the quality of service, and all other matters affecting customer opinion of the Catering Facility. Manager agrees to obtain the approval of the Owner with respect to all major programs and policy matters which would have a material and substantial effect upon the reputation and character of the Catering Facility. Owner has engaged Manager herein as an Independent Contractor. Notwithstanding the foregoing, if Owner utilizes third-party caterers, Manager will be relieved of the foregoing duties, Owner will contract with such alternate providers for its catering services directly and will indemnify Manager for any claims against person or property as set forth herein.
2. **FISCAL YEAR AND ACCOUNTING PERIODS**: For purposes of this Agreement a Fiscal Year is a calendar year. Each Fiscal Year will be made up of twelve Accounting Periods, each of which is a calendar month.

3. EQUIPMENT: Owner will furnish, at its own expense and for the use of Manager, all furniture, fixtures and other equipment necessary for the performance of the services by Manager including, but not limited to, china, glassware, flatware, trays, utensils and other smallwares, and office furniture and equipment. Owner will annually allocate nine percent (9%) of the total par value of the annual smallware inventory for the purpose of replenishing smallwares. Manager will continuously evaluate the physical appearance of the Catering Facility premises and the furniture, fixtures and equipment therein, and will recommend to Owner any changes which seem necessary or advisable to Manager. In connection therewith, Manager will recommend correction of any health or safety hazard immediately upon the discovery of such hazard. If for any reason, Manager's inventory of smallwares is not sufficient for any specific event, the Manager, with prior approval of Owner shall rent smallwares necessary for such event and rental cost shall be included as a Cost of Business under Paragraph 13 hereof.

Manager, at Owner's sole expense, will maintain and repair all such equipment and, from time to time, will replace and furnish such additional equipment as may be reasonably necessary for the furnishing of services by Manager. Any expenditure for furniture, fixtures and other equipment for the Catering Facility shall be individually approved by the Owner. Upon termination of this Agreement, Manager agrees to return to Owner all equipment furnished to it at any time in good condition, allowing for ordinary wear and tear, reasonable loss and breakage of smallwares, and damage by fire or the elements.

4. a. OWNER REPRESENTATIVE: Owner agrees to appoint one employee of Owner to whom Manager will be responsible regarding Manager's obligations and under this Agreement. The appointed Owners representative is named in Exhibit C attached hereto.

b. MANAGER REPRESENTATIVE: Manager agrees to appoint one of its employees as its immediate representative for the Catering Facility premises. The appointed Manager Representative is named in Exhibit C attached hereto.
5. UTILITIES: Owner will procure, at its sole expense, all light, power, heat, air conditioning, hot and cold water, local telephone service, pest exterminating service, HVAC maintenance and garbage and trash disposal service necessary for the Catering Facility premises.
6. CLEANING THE CATERING FACILITY PREMISES: At Owner's sole expense, Manager agrees to supervise the cleaning and maintenance on a regular and consistent basis of the following portions of the Catering Facility premises: the entire kitchen, the dishwashing area, exhaust vents and hoods, plate-up areas and those areas used for clearing after any catered event.
7. HOURS OF OPERATION AND PREMISES: The hours during which the Catering Facility shall be open for business shall be as designated by Manager, subject to the prior written approval of Owner.
8. DUTIES OF MANAGER: For Owner's account and at Owner's sole expense, payable as a Cost of Business in accordance with Section 13(b) hereof, Manager agrees to supervise the performance of all functions reasonably required for the proper operation

and management of the Catering Facility including, without limitation, the following:

- (a) Operate food, dining and beverage services within the Catering Facility premises and sell therein food, beverages and related items;
- (b) Hire, train and supervise all personnel, it being understood that all personnel shall be employed in the name of Manager, or an affiliate of Manager, and the cost of such personnel shall be reimbursed by Owner to Manager. Manager employs a bi-weekly payroll schedule and, accordingly, shall inform Owner on a bi-weekly basis of Owner's current payroll liability. Manager shall provide and designate one individual to function as the on-site supervisor for all of Manager's employees providing services under this Agreement. Such on-site supervisor shall have the authority to act on behalf of the Manager in all matters relating to daily operational activities of Manager under this Agreement. All hiring, assignment of duties and termination of any employees shall be under direction of the Manager, provided, however, that (1) the hiring, assignment of duties and termination of the Manager's on-site management team shall be subject to the approval of the Owner, and (2) in the case of all other staff, Owner may direct that any one or more staff members not be assigned to provide services to Owner under this Agreement. Notwithstanding the foregoing, (i) the costs related to the employment of management personnel are not included as a Cost of Business and are not reimbursable under this section (unless previously agreed to by the parties), but are costs to be borne exclusively by the Manager: Management personnel include all owners and employees of Manager which are not listed or described on Exhibit E, and (ii) no salaries of any accounting personnel will constitute a Cost of Business. Manager shall be responsible for all disbursements to employees of wages and gratuities, all withholdings required by law to be taken from income paid to employees, and the proper payment and reporting to governmental taxing authorities. No taxes based on income, or interest or penalties thereon shall be charged to or paid by Owner or be a Cost of Business;
- (c) Prepare and serve food consistent with the variety, type and quality found in first class Twin Cities catering facilities as determined by Owner;
- (d) Procure all necessary food and beverages to be sold in the Catering Facility. Food and other products billed to Owner shall be at the same cost as is billed to Manager. Manager represents that it will use all of its corporate purchasing power to secure the most competitive prices for food and supplies purchased for Owner. In the event that Manager is eligible for any additional trade discounts purchased at the unit level, such discounts shall be credited to Owner. If food is purchased through a commissary arrangement under which Manager purchases food in common for use in the Catering Facility and in Manager's other business enterprises; Manager shall provide to Owner detailed information on the quantity, type and cost of food purchased for the commissary; the quantity and type of food used in the Catering Facility; and the amount charged to Owner as a Cost of Business. Only the pro-rata cost of food purchased for the commissary; based on the amount of food used at the Catering Facility, may be recovered from Owner as a Cost of Business;

- (e) Procure all necessary supplies including, but not limited to, linens, laundry, uniforms, office supplies and miscellaneous items required;
- (f) Collect for food and beverages at the concession stand and cash bars and hold in the safe in the catering kitchen and deliver to Owner's office on the next business day, and provide a price breakdown of revenue categories for each entity to Owner, which will make payment as appropriate to taxing authorities;
- (g) Provide necessary accounting services, including the management of the accounts payable functions and all other accounting and reporting functions that are customarily performed by first class, well managed catering facility operations, and the production of operating statements under Paragraph 16. Such accounting services shall be provided at the expense of Manager and shall not be a Cost of Business;
- (h) Provide necessary administration and supervisory services for the Catering Facility;
- (i) Secure and maintain in force insurance coverage insuring both Owner and Manager (naming Owner as an additional insured) during the term of this Agreement in accordance with Section 10, subject to the availability of continuation of said coverage upon renewals and subject to Owner's approval of increased policy premium upon renewals. Attached hereto and marked Exhibit D, is a Schedule of Insurance for the Catering Facility which has been independently reviewed by Owner and Manager and hereby approved by both parties. The representative of the Owner shall be entitled to communicate directly with the insurance agent, or agents, at all times hereafter with the prior approval of the Manager regarding any matters pertaining to the insurance policies and coverage itemized in Exhibit D including, but not limited to premium, coverage, deductibles, claims and renewals. Coverage shall be carried with a carrier holding a Certification of Authorization (licensed) to do business in the State of Minnesota. Carriers shall have an A.M. Best's rating of at least B+. Evidence of such insurance shall be in the form of a Certificate of Insurance (I.S.O. Accord Form) to be sent to the Owner's representative. This certificate shall carry a condition that no cancellation or reduction in coverage may be made without thirty days prior written notice sent to the certificate holder;
- (j) Comply with all applicable federal, state and local laws, regulations and ordinances related to Manager's services and obtain all necessary permits and licenses, taking special care to observe all conditions relating to the on-sale liquor license issued to Owner;
- (k) Prepare and submit for Owner's approval no later than July 1 of each year, annual operating and capital expenditures budgets for the following fiscal year;
- (l) Initiate and execute promotion, publicity and other functions which will attract patrons to the Catering Facility. All major promotions or programs shall be subject to the approval of Owner;
- (m) Comply with applicable requirements of the Uniform Contracting Act, Section

471.345 of Minnesota Statutes in connection with the acquisition of property for the Catering Facility;

- (n) Assure that catering staff are professionally attired in a uniform to be agreed upon by Owner and Manager. Staff shall be properly groomed and wearing approved shoes and name tags. Such attire shall be mandatory when on the event premises; and
 - (o) In the event refunds or discounts to customers of catering operations are required due to complaints about unsatisfactory service by Manager, such refunds or discounts shall be made by Manager, with the agreement of Owner, from its own funds or, if paid by Owner, promptly reimbursed by Manager. Such payments by Manager shall not be paid or reimbursed by Owner as a Cost of Business.
9. PERSONNEL: All personnel employed in connection with the operation of the Catering Facility shall be subject, from time to time, to such health examination as any proper governmental authority may require at Owner's expense, payable as a Cost of Business in accordance with Section 13(a) hereunder. Manager agrees to develop and implement emergency first aid procedures for all employees.
10. INDEMNITY AND INSURANCE: Manager agrees to indemnify, defend and hold Owner harmless in connection with any liabilities, claims, obligations, demands, causes of action or suits, whether based in tort, contract, per statute or other basis arising out of the Manager's operation of Catering Facility and due to the negligence of the Manager. Owner agrees to indemnify, defend and hold Manager harmless in connection with any liabilities, claims, obligations, demands, causes of action or suits whether based in tort, contract, per statute or other basis arising out of the Catering Facility and due to the negligence of the Owner. Nothing in this Section 10 shall be deemed a waiver by the Owner of the limitations on the Owner's liability set forth in Minnesota Statutes, Chapter 466; and the Owner's obligation to indemnify Manager shall be limited to the amounts set forth therein. Owner and Manager agree that neither party will make any claim against or seek to recover from the other for any loss or damage to either party's property or the property of others or business interruption in so far as the same may be covered by fire or extended coverage or other insurance. Notwithstanding the foregoing, Owner will defend and hold Manager harmless in connection with any liabilities, claims, obligations, demands, causes of action or suits whether based in tort, contract, per statute or other basis arising out of a third-party caterer's use of the Catering Facility and/or due to the acts of such third-party caterer.

Pursuant to Section 8(i) of this Agreement, Manager shall procure and maintain the following insurance:

- (a) Workers Compensation Insurance coverage as provided by state law applicable to employees, agents, volunteers and assigns of Manager;
- (b) Commercial General Liability coverage including Bodily Injury, Personal Injury Liability, Property Damage, Contractual Liability, and Products coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (c) Automobile Insurance, covering for all owned, non-owned and hired vehicles, the minimum liability coverage shall be \$1,000,000 per accident or occurrence;
- (d) Liquor Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

11. MAINTENANCE OF RECORDS: Manager shall maintain at Manager's premises records of all Gross Sales (as hereinafter defined), receipts, disbursements and expenses of the business and operation carried on hereunder, including employee time cards and records and such records shall be available for review by Owner during any working hours upon provision of reasonable notice by Owner. Such records, together with all receipts, invoices, papers, bills, books of account and related data shall be retained by Manager for the period required by applicable state and federal laws, or for three years, whichever is longer, and shall be available at all reasonable times for inspections and/or audit by Owner, at Owner's expense, with the assistance of Manager if requested by Owner. Owner shall have the right to have the Catering Facility's books and records audited by an independent public accountant selected by Owner, at Owner's cost, which cost shall not be borne by the operation.

Manager will furnish to Owner an operating report, as more fully described in Paragraph 16 hereof, showing Gross Sales as the same are defined in Paragraph 14 hereof, the Cost of Business as the same are defined in Paragraph 13 hereof, and other operating costs including those listed in Paragraph 13 hereof, each Accounting Period for the operations carried on by Manager hereunder.

12. NON REIMBURSABLE IMPROVEMENTS: (a) Manager will make a Two Hundred Fifty Thousand Dollar (\$250,000) investment for improvements to Owner's Premises ("Investment"). Owner and Manager will mutually discuss the improvements to be funded by the Investment with Owner making the final determination. Owner shall hold title to the equipment, fixtures, and other items funded by the Investment. The Investment shall be internally depreciated by Manager over a period of six (6) years, calculated on a straight-lined depreciation basis. If the Agreement or the location(s) where the Investment funds are allocated closes or is terminated by Manager, prior to the full amortization of the Investment, then Owner is liable for and promises to pay to Manager within thirty (30) days of the termination notice date, the unamortized portion of the Investment.

13. COST OF BUSINESS: "Cost of Business" is hereby defined as the sum of the following items. All elements of the Cost of Business shall be paid or reimbursed by Owner in accordance with Paragraph 16.

- (a) The costs of all Manager's labor performing services with respect to this Agreement, either on a full time or part time basis. In the event a Manager's employee does not spend full time performing services with respect to this Agreement, the wage or salary costs, together with all the ancillary costs concerning such employment noted below with respect thereto, shall be charged to the Owner on a pro-rata basis based upon the relative time spent by such employee providing services under this Agreement. A flat charge of thirty percent (30%) of gross payroll (exclusive of bonuses) in 2020 will be charged for full time employees to cover payroll tax and employee benefit costs such as

for medical and dental plans, life insurance, FICA, State Unemployment Insurance, workers' compensation insurance, state disability insurance, profit sharing, 401(k) and payroll and benefit plan preparation, processing and administration; provided, however, such amount will increase by one half of one percent (0.5%) annually, not to exceed thirty four percent (34%). For part time employees actual costs for these expenses will be charged. Manager shall provide Owner at all times with a current wage and salary schedule for all of Managers' employees providing services under this Agreement whose wages or salaries are reimbursable as a Cost of Business. The schedule shall indicate the wage or salary rate or range for each category of employees and identify all employees or categories of employees who are eligible for any bonus payments in addition to wages or salaries. The schedule in effect as of the date of this Agreement is attached as Exhibit E. No salaries or wages shall exceed the amount shown on Exhibit E. Bonuses shall be paid by Manager in accordance with its standard operating procedures but will not be reimbursed by Owner as a Cost of Business;

- (b) The cost of food, food products, liquor, wine, beer, and other beverages, confections and other merchandise sold in Catering Facility premises or made available to employees at no charge or a reduced charge;
- (c) The cost of all materials and supplies used in the Catering Facility premises, including, but not limited to, sales tax, delivery and other incidental charges, linen, laundry, uniforms, paper products, small equipment replacement, silverware, glassware, china and utensils (The first nine percent (9%) of the par value of the annual smallwares inventory of smallwares cost shall be excluded from the Cost of Business);
- (d) License fees applicable to Owner's and Manager's direct operations hereunder, such as liquor license fees, but exclusive of any real estate taxes, federal or state income taxes or any licenses or taxes based upon or measured by income;
- (e) Premiums for all insurance required to be carried hereunder, including, but not limited to, general liability, liquor liability, property business interruption coverage, and workers' compensation insurance, and for employee benefits, including, but not limited to, pension, medical and/or dental insurance, life insurance and disability insurance;
- (f) Cost of Business excludes all catering costs contracted by Owner and paid by Owner, including but not limited to supplies, advertising, printing, communications, contractual services, insurance, professional services, rentals, repair, maintenance, taxes, licenses, and utilities. Smallwares purchased by Manager in excess of nine percent (9%) of the total par value of the annual smallwares inventory will be included as a Cost of Business;
- (g) Expenses incurred to repair and maintain the Catering Facility premises and equipment, including common area maintenance expenses allocable to the Catering Facility, but not including expenditures which would be classified as capital expenditures;

- (h) Such other operational costs and expenses as may be incurred from time to time which are related to the management and operation of the Catering Facility;
- (i) Direct labor costs associated with the utilization of the Owner's employees at the request and direction of the Manager for catering operations;
- (j) Costs of Business do not include overdraft charges on bank accounts maintained by Manager or late payment or penalty charges to others unless late payment is caused by the failure by Owner to make prompt payment in accordance with Paragraph 1 6(b); and
- (k) An MIS fee in the annual amount of Five Thousand Dollars (\$5,000) payable in equal monthly installments.

14. FOOD AND BEVERAGE SALES: "Food and Beverage Sales" is hereby defined as the total revenues and receipts derived from sales made on or from the Catering Facility premises, as determined by the accrual method of accounting. Food and Beverage Sales shall not include applicable sales, excise or similar taxes or gratuities other than standard service charges paid to the Catering Facility's employees, rental fees or building surcharges payable directly to Owner.

15. MANAGEMENT FEE:

The Management Fee for 2020 will be \$100,000 (for monthly payment of \$8,333.33) and will increase, effective January 1st, \$3,000 per year for each year thereafter.

If Total Cost of Business as defined is 70% or greater of F&B Sales Revenue, as defined in Section 14, Manager will absorb all costs greater than 70%.

At Owner's sole expense, Owner may elect to have the Catering Facility's financial records related to this Agreement audited, to any extent and at any reasonable time deemed appropriate by Owner, by independent public accountants selected by Owner, at Owner's cost, which cost shall not be borne by the operation.

16. SETTLEMENT OF ACCOUNTS:

- (a) Within fifteen (15) working days after the end of each Accounting Period, Manager shall prepare and submit to Owner an operating statement setting forth Food and Beverage Sales, Cost of Business and all other operating costs of the Catering Facility incurred during the preceding Accounting Period and any other information concerning the Catering Facility's operations which Owner may reasonably request. Owner shall prepare and submit to Manager a statement of revenues for the prior Accounting Period within fifteen (15) working days after the beginning of each Accounting Period.
- (b) Owner shall wire transfer to Manager each month the amount of money representing a Cost of Business incurred for which Manager has provided information in sufficient detail for Owner to ascertain that the amount requested is accurate and represents an element of the Cost of Business.

- (c) Manager shall pay all operating expenses of the Catering Facility in accordance with its standard operating procedures.
- (d) Owner will handle all billing and collection for Catering Facility events. Owner is responsible for Manager's costs if third parties fail to pay Owner for catering event.

17. COMMENCEMENT OF SERVICES: Manager agrees to commence the performance of services under this Agreement on the first day of the term of this Agreement, and services shall continue to be provided during the term of this Agreement until this Agreement is terminated at any time for any reason by one of the parties in accordance with the provisions of this Agreement.

18. TERM AND TERMINATION:

- (a) The term of this Agreement shall be three (3) years commencing January 1, 2020 and will thereafter renew for one (1) additional three (3) year term upon mutual agreement of the parties. However, this Agreement may be terminated at any time by either party if the other party shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement and such default shall continue for a period of ten (10) days after written notice thereof by the party giving notice to the party in default.
- (b) In addition this Agreement may be terminated by the Owner without cause at any time by delivery of sixty (60) days written notice delivered to Manager, and may be terminated by Manager without cause at any time by delivery of one hundred twenty (120) days written notice delivered to Owner.
- (c) In the event of dissolution, termination of existence, business failure, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any attachment, levy, or similar process involving either Manager or Owner, the other party may at its sole option immediately terminate this Agreement upon giving notice as provided in Paragraph 21.
- (d) Notwithstanding any other provision herein to the contrary, if the right of the Owner to enter into and perform its obligations under this Agreement is enjoined by a court of competent jurisdiction, the period during which such injunction is effective shall be deemed not to be a part of the term of this Agreement, and the Manager shall not be entitled to any compensation for any resulting reduction of the term of this Agreement. In addition, if the right of the Owner to enter into and perform its obligations under this Agreement is directly or indirectly challenged in a court of law, then the Owner may at its discretion, terminate this Agreement upon delivery of not less than fifteen (15) days' notice to Manager.

19. ATTORNEY FEES: In the event of a controversy between the parties pursuant to this Agreement requiring the institution of legal proceedings by one party against the other, each party in such proceeding shall be responsible for payment of its own attorney's fees for services rendered in connection with the controversy and proceedings unless a

court of competent jurisdiction determines pursuant to Minnesota Statutes, Section 549.21 that a claim is brought or defended in bad faith, asserts a claim or defense that is frivolous and that is costly to the other party assets an unfounded position solely to delay the ordinary course of proceedings or to harass or commits a fraud upon the court. Legal expenses incurred by Manager, with consent of Owner, in connection with the legal affairs between the Owner and third parties (as contrasted to legal controversies between Owner and the Manager) shall be paid for by Owner and shall be included in the Cost of Business as defined in Paragraph 13 hereof.

20. ASSIGNMENT: This Agreement shall not be assignable by either party without the prior written consent of the other party.

21. NOTICES: All written notices provided for in this Agreement shall be given by United States certified or registered mail, postage prepaid and return receipt requested, and addressed as follows:

IF TO OWNER Economic Development Authority
 Of the City of Brooklyn Center
 6301 Shingle Creek Parkway
 Brooklyn Center, Minnesota 55430
 Attention: Cornelius Boganey

and

Economic Development Authority
Of the City of Brooklyn Center
6155 Earle Brown Drive
Brooklyn Center, Minnesota 55430
Attention: Bruce Ballanger

IF TO MANAGER Flik International Corp
 2 International Drive
 Rye Brook NY 10573
 Attn: Scott Davis, CEO

and

Compass Group USA, Inc.
2400 Yorkmont Road
Charlotte, NC 28217
Attn: General Counsel

22. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Minnesota.

23. NATURE OF RELATIONSHIP: Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Owner and Manager. Save and except for the powers specifically granted to the Manager by this Agreement, Manager shall have no authority to enter into contracts or agreements on Owner's behalf without first obtaining Owner's written approval.

24. MODIFICATION: ENTIRE AGREEMENT: WAIVER: This Agreement cannot be modified orally, or by course of conduct, but only in writing signed by a duly authorized officer or agent of each party. This Agreement contains the entire understanding of the parties with respect to the subject matter. No waiver of any default shall be construed to be or constitute waiver of any subsequent defaults.
25. RESTRICTIONS ON ADVERTISING: The Owner shall not use paid advertising for the Catering Facility which uses the name of the Manager or any of its related agencies without the prior consent of the Caterer.
26. AGREEMENT NOT TO COMPETE: During the term of this Agreement Manager shall not own, operate, manage, or otherwise provide food or catering services to any convention center, banquet facility, special occasion restaurant, historic inn, or other similar facility within a two hundred (200) mile radius from the Catering Facility which directly competes with Owner; provided, however, that Manager may continue to provide such services at locations at which it currently provides service, at locations listed in Exhibit B attached hereto, at the Heartwood Conference Center (formerly known as Schwan Retreat) located at N10884 Hoinville Road, Trego, WI 54888 and at such other mutually agreed locations which Owner may approve from time to time on a case by case basis. Owner agrees it will not unreasonably withhold or delay such consent which shall be set forth in writing.
27. INCENTIVE: Manager will pay Owner Ten Thousand Dollars (\$10,000) at the close of each calendar year for so long as Manager operates the Oak Ridge Hotel and Conference Center (prorated for partial years).
28. REFERRAL FEE: Owner will pay Manager a referral fee ("Referral Fee") for each event Manager refers to the Catering Facility which results in a signed contract (with one to three years) and completed event. Such Referral Fee will equal three percent (3%) of the actual revenue generated by the referred event (or events, depending on whether the signed contract is for a single event or multiple year events) and will be paid to Manager within thirty (30) days after the conclusion of the referred event. In addition, the parties agree that Oak Ridge will pay Manager the same Referral Fee as set forth above for events referred to the Catering Facility and will amend its contract accordingly to include the same referral terms as set forth herein.
29. EMPLOYEE RETENTION INCENTIVE: Manager will accrue Twenty Five Thousand Dollars (\$25,000) over the life of the Agreement at no cost to Owner as an employee retention incentive ("Employee Retention Incentive"). Manager will utilize the Employee Retention Incentive in its discretion to incentivize Manager's employees and encourage retention. Upon termination of the Agreement for any reason, any unused Employee Retention Incentive funds will be retained by Manager.
30. PERFORMANCE BOND: Manager shall provide a performance bond, issued by a surety which is authorized to do business in Minnesota and acceptable to Owner, issued in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to assure the full and faithful performance of the Manager under this Agreement and any written modifications hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE
CITY OF BROOKLYN CENTER

FLIK INTERNATIONAL CORP

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Scott Davis

Title: CEO

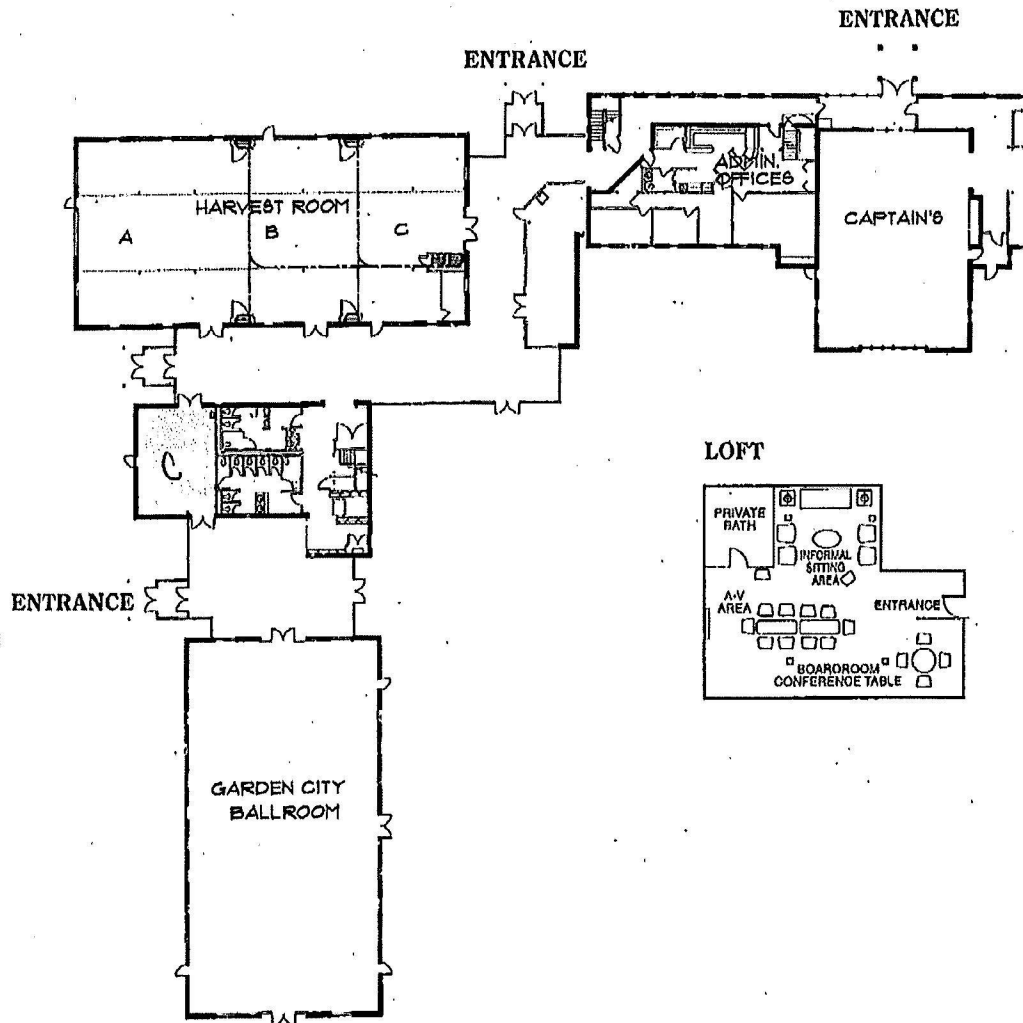
Date: 10/8/2019

DocuSigned by:
Scott Davis
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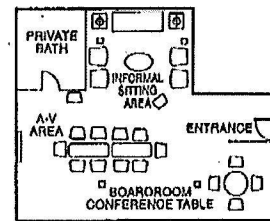
Compass Group USA, Inc.
Legal Department
APPROVED
Initials LM Date 10-4-19

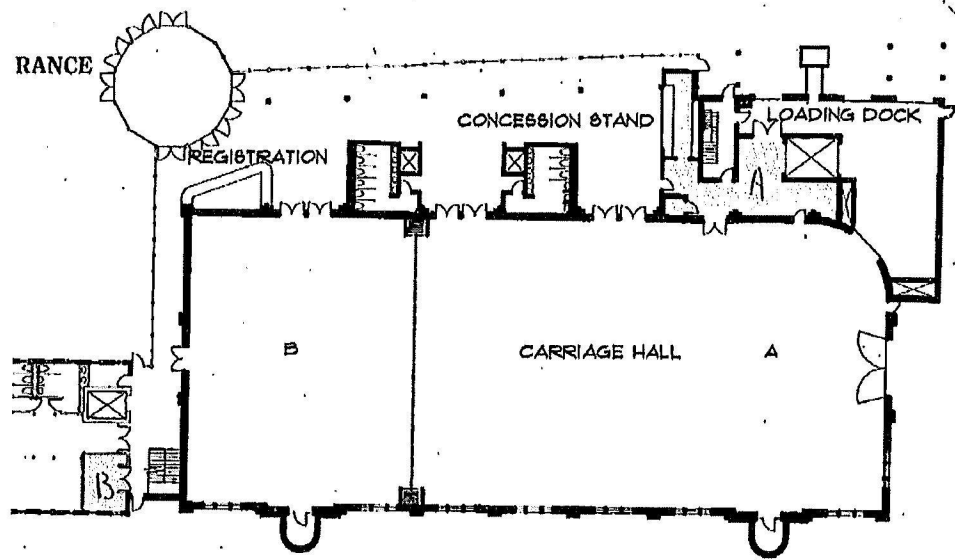
Exhibit A

MAIN



LOFT





LOWER LEVEL

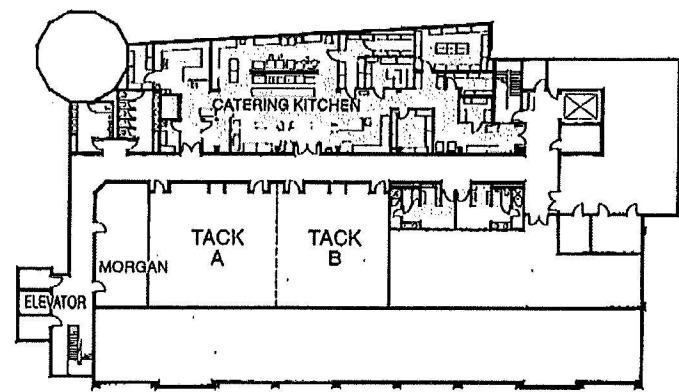


EXHIBIT B
OTHER LOCATIONS

Exhibit C

Owner's Representative:

Name: Bruce Ballanger
Telephone Number: 763-569-6302
Cell Phone: 763-286-1168

Manager's Representative:

Name: Micah Sunde, Food & Beverage Director
Telephone Number: 763-569-6344
Cell Phone: 612-845-4747

EXHIBT D
INSURANCE

**Council/EDA Work
Session**

City Hall Council Chambers
November 12, 2019

AGENDA



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

ACTIVE DISCUSSION ITEMS

1. Opportunity Site Update and Discussion

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items
 - Metro Transit Bus - (*upcoming CC presentation*)
 - Police Crisis Prevention Options - 11/25
 - Use of EDA Owned Property - 11/25
 - Environmental Sustainability Report - 11/25
 - Discussion on City Council meetings - 11/25
 - Livable Wages - 12/9
 - Freeway Park /Mound Cemetery MOU - 1/13
 - Options for Use of Adjacent Space to Liquor Store - 1/27
 - Food Trucks - 1/27
 - Rental License Update - 1/27
 - Census Update - 1/27
 - Discussion of Mayor/City Council roles & responsibilities
 - Commemoration of 400 years of Slavery Activities

MEMORANDUM - COUNCIL WORK SESSION

DATE: 11/12/2019

TO: Curt Boganey, City Manager

THROUGH: N/A

FROM: Meg Beekman, Community Development Director

SUBJECT: Opportunity Site Update and Discussion

Background:

This work session discussion will provide staff and the consultant team an opportunity to provide the City Council with an update on activities related to the master planning efforts on the Opportunity Site over the last few months, including the activities of the Working Committee, which has been providing input and assistance on the engagement efforts. Further the team will present a timeline and process for the completion of the master plan, community engagement moving forward, and other technical studies that will be necessary as part of the work.

Master Plan Process

The team is proposing to break the planning efforts and community engagement into three phases, with the first phase having wrapped up at the end of the summer and the second phase just now beginning. The three phases are described in the table below.

Timeline

Phase	Technical Analysis	Engagement Questions	Outcomes
Phase 1: Development Scenario Drafting Summer 2019 (COMPLETE)	- Initial site assessment including context - Market conditions review	- What elements should be included? - What are the top priorities for improvements to the site?	- Initial development concepts drafted. - Identification of potential community benefits.
Phase 2: Development Scenario Review and Impact Assessment Fall 2019/Winter 2020	- Equitable development assessment - Housing study, including gentrification - Financial feasibility - Environmental impact assessment, including traffic	- What are the biggest potential outcomes (positive and negative)? - Who will be most impacted, and how can that be addressed?	- Identification of benefits and costs, including mitigation - Revisions to scenarios and initial plan draft
Phase 3: Plan Review, Approval, Early Implementation Spring/Summer 2020 (and beyond)	- Development concepts – master plan and catalyst site - Mitigation plan - Agreement on community benefits	- Does the resulting plan align with community goals and values? - How should the plan be implemented? - What does the first phase of development look like?	- Revised master plan - Approach for mitigating impacts and ensuring community benefits - Concepts for phase 1 implementation

Phase II will begin with a draft of the master plan which is being revised to include the input which has been received over the last several months. This will reflect the community benefits, values statements, and

development principles, as well as specific outcomes for the project that the community has said they want. A summary of the first phase of community engagement is attached to this report. A much more detailed report is being compiled and will be included as an addendum to the draft master plan.

The Working Committee has been assisting with developing an engagement plan and strategy to go along with the next phase of the master planning efforts. Phase II of the master planning will revolve around an impact assessment of the draft plan. This will be reflected in the technical analysis which will study the traffic, environmental, and financial impacts. It will also be reflected in the nature of the community engagement, which will focus on identifying potential impacts, both positive and negative, of the plan at a human-scale through an equity and health lens. The Working Committee is recommending the use of the Equitable Development Scorecard as the tool to do this work.

The community engagement will be in the form of several, smaller community conversations that will take place throughout the community over the months of December, January, and February. In order to facilitate this work, a tool has been developed with the assistance of the Working Committee that we are calling a "Meeting-in-a-Box". It will be available in a physical and online form and will allow community leaders and interested citizens to have all of the information and resources they need to facilitate their own community conversation about the Opportunity Site and to gather input from their community and return it to the City. The draft of the Meeting-in-a-Box tool is attached.

The Meeting-in-a-Box is highly flexible and adaptive, allowing the city to gather input broadly, while focusing staff time and resources in those communities where barriers to engagement have been identified. In those communities where we have identified engagement gaps, we have been utilizing the Working Committee and other avenues to identify community leaders who will host community gatherings where staff can facilitate the community conversations, or where we can provide additional resources to assist community leaders to facilitate their own community conversations. This is proving to be an effective way to reach communities in their own space and in culturally appropriate ways.

Phase III of the master planning efforts will focus on identifying and implementing measures to prevent and mitigate any impacts identified in Phase II. A community engagement plan will be developed for that phase as well, but has not been yet.

This process will result in the master plan being ready for final adoption by summer 2020.

Initial Development Process

As part of their obligation under the Preliminary Development Agreement, Alatus has been working to program and site an initial phase of development for the Opportunity Site. Alatus has been approached by a movie theater group that is very interested in locating in Brooklyn Center and would like to be part of the Opportunity Site development, though they are also looking at other sites in the area. Alatus would like to incorporate the movie theater as part of an initial development phase, along with two housing components; a mid to high-end market rate similar to the development in New Hope, and an affordable development which would be done in partnership with a non-profit developer. Alatus also is working on including an affordable commercial component to the development in the form of an entrepreneurial incubator, and is actively exploring the feasibility of how that could work.

For several reasons the timing of the initial phase of development may move faster than the city's pace for completing the master planning work. The financing for the project will largely drive the timing, as will the needs of the movie theater group and other project partners and investors. However, the city's master planning process does not, in turn, need to be driven by the timing of the project. There are several reasons why an initial, catalytic development could be beneficial to the overall master planning effort, and the Opportunity Site as a whole; provided the initial development is in alignment with the overall vision and provides elements that the community has said they want.

It is also important to note that TIF District 7 was certified last year, which means that the clock has started on the 5-year rule. This requires that all in-district increment be spent within 5 years of certification. Moving forward on some near-term development opportunities will build momentum for the rest of the development. It will also prove to investors that there is a market in this area, which will benefit future phases of development, shrinking future financial gaps and leveraging greater ability for the project to provide community benefits.

A development proposal would go through a formal application and review process, just as any development proposal would. This could include additional public outreach and engagement, depending on how the Council wanted to proceed since the property is EDA-owned.

Policy Issues:

- Based on the presentation from staff and the consultant team, is the City Council comfortable with the recommended approach to complete the master plan?
- Is the City Council comfortable with the proposed community engagement plan and strategy, including the use of the Equitable Development Scorecard to evaluate the master plan?
- Is the City Council comfortable with the proposed approach to an initial development?

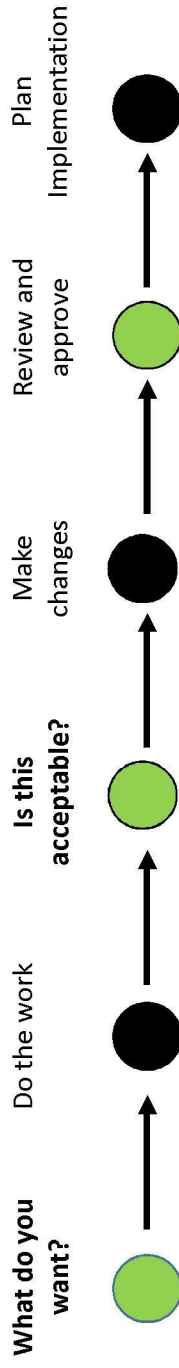
Strategic Priorities and Values:

Targeted Redevelopment

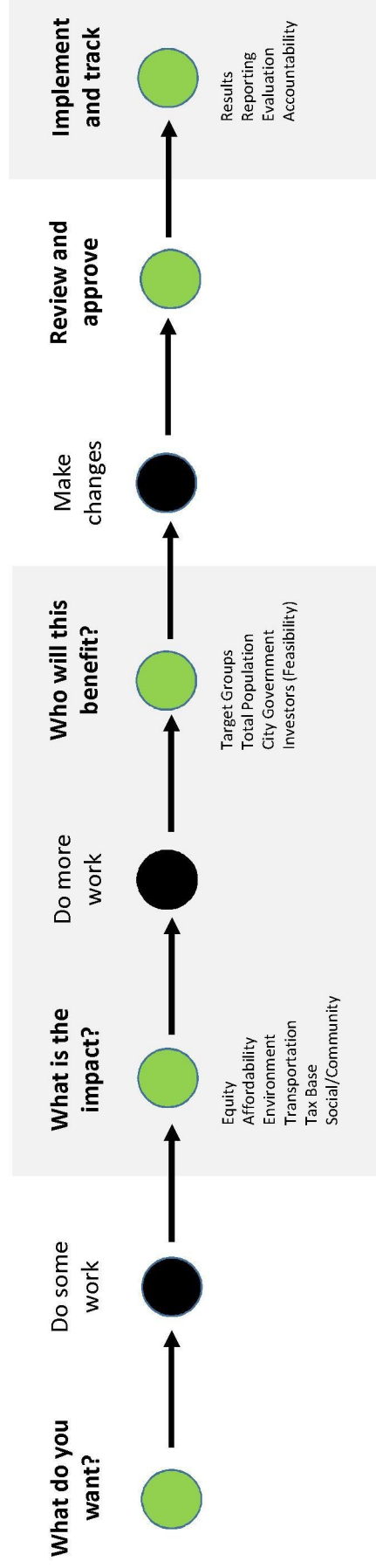
ATTACHMENTS:

Description	Upload Date	Type
Project Timeline	11/7/2019	Backup Material
Phase I Public Engagement Summary	11/7/2019	Backup Material
Phase II Public Engagement Plan - DRAFT	11/5/2019	Backup Material
Meeting-in-a-Box Tool	11/5/2019	Backup Material

Traditional Planning Process



Accountable Planning Process



Opportunity Site Master Plan			
Draft Master Plan	Oct. 1	Nov. 30	
Revise Master Plan based on Phase II input	Mar 1	Mar 30	
Revise Master Plan based on Phase III Input	Apr 1	Apr 30	
Technical Studies: Impact Assessment and Identification of Mitigation Measures			
Equity Development Scorecard - Equity Assessment	Dec 1	May 31	
AUAR/Environmental Assessment	Jan 1	Aug 30	
Traffic Study	Dec 1	Apr 30	
Housing Study - Displacement/Gentrification Analysis	Dec 1	Feb 28	
Financial Analysis - Cost/Benefit - Gaps Analysis	Dec 1	Feb 28	
Community Input and Engagement			
Phase II: Impact Assessment: Seek unintended consequences, input on draft plan	Dec 1	Feb 28	
Phase III: Identification and input on mitigation/prevention measures; input on plan	Apr 1	May 31	
Public comment period and public hearings	June 1	Jul 30	
Engagement Committee			
Provide input on City's community engagement process	Oct 1	Nov 30	
Generate ideas to deepen City's engagement efforts	Oct 1	Nov 30	
Identify tool to evaluate master plan through equity lens	Nov 1	Nov 30	
Partner on activities to deepen City's engagement efforts	Dec 1	Feb 28	
Provide guidance on implementation of equity development scorecard, provide recommendations for improvements to draft master plan and implementation strategies to ensure accountability	Dec 1	Feb 28	
Provide recommendations on strategies to engage with the community on broader issues	Feb 1	Feb 28	

Timeline

Phase	Technical Analysis	Engagement Questions	Outcomes
Phase 1: Development Scenario Drafting Summer 2019 (COMPLETE)	- Initial site assessment including context - Market conditions review	<i>What elements should be included?</i> <i>What are the top priorities for improvements to the site?</i>	- Initial development concepts drafted. - Identification of potential community benefits.
Phase 2: Development Scenario Review and Impact Assessment Fall 2019/Winter 2020	- Equitable development assessment - Housing study, including gentrification - Financial feasibility - Environmental impact assessment, including traffic	What are the biggest potential outcomes (positive and negative)? Who will be most impacted, and how can that be addressed?	- Identification of benefits and costs, including mitigation - Revisions to scenarios and initial plan draft
Phase 3: Plan Review, Approval, Early Implementation Spring/Summer 2020 (and beyond)	- Development concepts – master plan and catalyst site - Mitigation plan - Agreement on community benefits	Does the resulting plan align with community goals and values? How should the plan be implemented? What does the first phase of development look like?	- Revised master plan - Approach for mitigating impacts and ensuring community benefits - Concepts for phase 1 implementation



Becoming Brooklyn Center: Phase I Public Engagement Summary (10/4/19 draft)

Purpose

The purpose of the first phase of engagement in Becoming Brooklyn Center was to provide a foundation for goals and priorities for the Opportunity Site master plan. The process began with a series of facilitated workshops that identified a list of community priorities and recommended benefits. Subsequent events built upon this work by sharing out these ideas for review, input and further comment. The intent was to gather feedback from a diverse representation of the community to inform the development of a draft plan.

Events and Activities

- Corridor Development Initiative Workshops, March 20, April 3, April 17, and May 1, 2019
- Brooklyn Center Health Fair Pop-up, April 27, 2019
- Multicultural Advisory Committee Workshop, May 28, 2019
- Earle Brown Days Pop-up, June 22, 2019
- City Council Presentation, July 1, 2019
- Second Saturday Market Pop-up, July 13, 2019
- APA Minnesota Brown Bag Lunch, July 16, 2019
- Youth in Governance Day with Brooklynk Interns, July 22, 2019
- National Night Out with Brooklynk Interns, August 6, 2019
- Second Saturday Market Pop-up, September 14, 2019
- Empire Media Podcast, *Voice of Hope with Pastor Loveth*, September 17, 2019
- Becoming Brooklyn Center Open House with focus on the Opportunity Site, September 19, 2019
- CEAP Farm Fresh Fest, September 20, 2019
- Community Band & BBQ, September 21, 2019

In addition to the events, an online poll was circulated on the City's Polco survey platform throughout July 2019. Project information was shared via the project website and social media. This resulted in numerous online social media postings (on both city and neighborhood social media accounts), and an additional 80+ people signing up for project updates.

The city's Brooklynk interns, a cohort of local high school students paired with city departments, were used at several events to both provide input and collect input from others. The hiring of a temporary intern, also focusing on youth outreach, followed the conclusion of these internships.

To provide more focused guidance, two ongoing working groups were formed during this time to provide support: Opportunity Site Working Committee and Zoning Task Force. The Opportunity Site Working Committee is focused on informing and facilitating the public engagement process, and the Zoning Task Force will provide feedback on the zoning code update. These groups were convened during Phase I and will continue to meet into the next phase of engagement.

Additionally, some ideas emerged around how barriers to engagement could be better addressed. These included finding ways to offset the cost of engagement for participants, especially those that have been underrepresented in past processes.

Results

Over **1,000** direct engagements with residents and other community stakeholders. While participants were not asked to identify themselves directly, around one third to one half of participants were estimated to be people of color. By comparison, approximately 53% of the total population in Brooklyn Center, and 45% of the adult (18+) population, are people of color (*Source: US Census 2013-2017 American Community Survey*).

The following general themes have emerged from the engagement to date. More specifics are available in individual event summaries.

- **Create space for the community.** This reflects a desire for more active community spaces that meet multiple needs. This includes places for people to gather and hold events; places for children/youth to be safe, active, engaged; places to enjoy the outdoors; and places to have fun and draw visitors. The focus on places and activities for youth was strong and heard from all age groups – including everything from after school programming to youth-oriented shopping options.
- **Make it accessible and affordable.** This represents the value that this should be accessible to all residents, not just those able to pay more. This includes the addition of quality affordable housing options, space for small local businesses to locate and thrive, and activities and destinations that are fun and affordable.
- **Build upon asset of cultural diversity.** This represents a recognition and valuing of the city's rich diversity. This includes supporting culturally focused retail, services, and institutions; including local entrepreneurs and businesses; ensuring that the place feels welcoming to everyone and developing new institutions like a multicultural arts center,
- **Counteract disinvestment.** This addresses the concern that the city needs to shore up its economic vitality and tax base through new private sector investments. This includes making positive change happen on long-vacant land, increase retail/service opportunities to help replace what has been lost, boosting the community tax base to offset resident tax burden, and developing the Opportunity Site area as a new downtown district.
- **Connect this to the community.** This reflects the need for both physical and social connections between the site and the surrounding area, so it truly is part of the community. This includes making multimodal connections with transit, trails, and walkable design; working with community partners; ensuring design and function don't create an "island" of development, and proactively seeking accountability on community benefits.
- **Environmental Sustainability.** This reflects the desire that the development be designed in a way to minimize its environmental footprint. This can be done through green infrastructure planning and site design as well as through sustainable building materials and the use of renewable energy.

These results form the basis for (1) the development of an initial draft of the master plan and (2) guidance for Phase 2 regarding both technical work and outreach priorities.

Feedback on Process

While effort was made to ensure a diverse representation of participants in the engagement process, the city wished to go further to ensure that all voices are heard. To this end, the next phase of public engagement for the Opportunity Site will incorporate strategies that more directly focus on underrepresented groups.

Additionally, the last topic in the summary above, "proactively seeking accountability on community benefits," was a major focus for those who wanted to ensure the project truly benefitted existing residents. The next

phase of engagement, which parallels additional technical work, will be transparent and accountable on both the assessment of potential impacts and the mitigation strategies to be pursued.

There were also ongoing questions for how the public engagement being collected would be considered in the master planning process, particularly in relation to the more technical components of the study.

Becoming Brooklyn Center: Opportunity Site Master Plan Public Engagement Approach: Phase II

The Opportunity Site master planning effort has been broken up into four distinct phases, each including a distinct community engagement approach. The first phase focused on information gathering, and identifying the values, guiding principles, and benefits which the community wanted to see in the redeveloped area. Upon the conclusion of this phase a draft master plan will be formed based on the input received.

Phase II of the master planning work will consist of a comprehensive impact analysis of the master plan. The community engagement approach, which is the focus of this document, will parallel this effort, and focus on questions which seek to identify potential impacts on the community as well as any unintended consequences of the redevelopment plan. In addition, residents will be asked to provide input on the plan itself. This phase will last for approximately three months, and upon its conclusion the plan will be refined and revised based on the input received.

Phase III of the master planning work will focus on identifying measures which will mitigate and prevent any harmful impacts which are identified during Phase II, as well as assessing how best to implement these measures. Once again, the community engagement approach will parallel the planning work and seek to surface strategies which will benefit the community through the redevelopment. Community members will continue to be asked to provide input on the plan itself. The plan will be revised and refined based on the input received.

Phase IV of the master planning efforts will involve the public comment period and public hearing which lead up to the adoption of the final master plan.

Purpose

Building on Phase I, Analysis of Impacts. The purpose of Phase II of the planning efforts is to evaluate the draft Opportunity Site master plan developed at the conclusion of Phase I, to assess potential impacts and identify unintended consequences of the plan. The purpose is to ensure that the master plan and its subsequent implementation proceed in a way that truly benefits the community – while also ensuring it is technically and financially feasible. This phase will include a number of technical studies including the kick-off of an environmental assessment, traffic study, financial analysis, and housing impact study. While these studies, particularly the environmental assessment may include their own community engagement efforts, the overall master planning work will also include conversations with the community about potential impacts of the plan and identifying unintended consequences.

Deeper discussion, more data. This stage goes deeper than Phase I, both in terms of involvement in the community and supporting work. This is a direct result of conversations in the community and from city leadership that additional work is needed to both address potential impacts, identify unintended consequences, and build community support and buy-in. As a result, the engagement tools focus on opportunities for discussion on identified issues, alongside leveling/educational components regarding information and findings from supporting technical work. This will also further extend the commitment from Phase I engagement to involve a representation of people and perspectives from the entire community, with a focus on those that have been historically underrepresented. Questions to the community will revolve around obtaining input on the draft plan itself, continuing to identify desired community benefits, and seeking potential impacts from a holistic, human-scale perspective.

More than a development site. Concerns being addressed through this process reflect not just the engagement process to date, but longer-term issues (in the city and broader society) regarding how some groups have been systematically not involved in public processes and have therefore not benefitted from community improvements. To this end, the process will utilize the best tools available to move towards a model of equitable

engagement that can be utilized not just for the Opportunity Site master plan, but throughout the City. To this end, strategies have been identified that focus the City's limited resources on communities that have historically been the hardest to reach, which still providing opportunities for everyone to have access to the same information and give their input.

Momentum-building opportunities. There are near-term development opportunities which have the potential to achieve uses the community desires. Given the very large size of the area and its long vacancy, there is the possibility to take advantage of market feasibility and move forward with some elements of the plan as an initial momentum building project for the site, which would benefit future development phases. Further, it will be necessary to prioritize the community's needs and seek out community benefits which can be implemented into phases of development as feasible , but also maintain a willingness to be nimble to take advantage of opportunities that arise via the private market as well. This will be part of the community conversation: not to limit other goals, but to ensure that opportunities are not missed due to a protracted process.

Part of a bigger picture. This engagement approach will follow the general guidance of the Becoming Brooklyn Center public engagement plan, including the general goals and approach to engagement. This report focuses specifically on how this engagement plan informs the Opportunity Site master planning process.

Transparent and accountable. This approach will clarify both the process and result of the engagement. This will include information on the engagement process, technical studies, the overall decision-making approach, and how community input will inform the result. The intent will be to build community trust and buy-in, both in the process and the resulting plan. Input from this second phase of engagement will be used to revise and refine the draft master plan, which will be iterative throughout the engagement process.

Approach

It is anticipated that Phase II of community engagement will begin in early November and run through the end of January.

The engagement plan will proceed on two tracks. One will be general engagement, focused on engaging community stakeholders to identify their needs, concerns, and insights. The other will be more specific to technical studies that will proceed during this time.

There will be a close relationship between these two types of engagement.

- Information collected through the technical studies will be available as a resource for the more general engagement approach. Information will be brought forward in summary format as needed.
- Insights from the general engagement will be used to inform the values and goals in the technical analysis. This will start with the input that has already been received during the Phase I engagement.

GENERAL ENGAGEMENT

Community Conversations

To provide space for more in-depth conversation, engagement will be focused through a series of convened meetings that allow for deeper and more meaningful conversations around key questions. While the questions will be refined through the process, they are expected to focus on the expected positive and negative impacts on people from the project, through a human-scale, holistic, and equity lens. This format will include sharing

information about the proposed project and seeking potential impacts in the context of facilitated discussions within the community.

While the intent is to create space for a wide range of stakeholders to participate, resources will be focused on reducing barriers to participation for groups who have traditionally been underrepresented in the process. This includes recognition of the costs imposed on participants, particularly those of limited means, and how that has contributed to a lack of participation in the past. As identified by the Working Committee, this includes youth, renters, communities of color, and low income communities – including West African, Latinx, African American/Black, and Hmong/Lao communities.

Ways that barriers to participation for these groups can be reduced include:

- Engagement through partners with connections and relationships in the groups being reached. This may involve contracting with local organizations or individuals to convene gatherings or facilitate engagement efforts.
- Location, timing, and format of engagement that creates a safe, accessible and culturally-appropriate place for people to participate – including provision of food, childcare, translation services, culturally specific elements, and/or other accommodations as needed.
- Taking conversations out into the community and meeting people in their own spaces and places.
- Where appropriate, stipends or incentives to reduce barriers to participation may be offered. These may be in the form of a gift card or similar item of value, or drawings for gift cards to encourage participation.

Based on this approach, community discussions will be conducted by three different groups: Community-based organizations, City staff and consultants, and involved community members. The section below describes the different approach for each of these.

Community-based Organization-Convended Meetings – 4-6 Events

During the engagement process, it has been recognized that there are people and groups in Brooklyn Center who are relatively well connected to communities that have been identified as underrepresented in the engagement process to date. These may include local organizations participating on the Opportunity Site Working Committee, community leaders, religious organizations (churches, synagogues, mosques, etc.), and others who have a presence in Brooklyn Center.

The Working Committee consists of a collection of partners who are uniquely qualified to reach identified groups within Brooklyn Center due to their relationships, connections, programs, and organization missions. They have been invited to submit proposals to do targeted outreach on a contract basis in partnership with the City. The exact nature of this engagement is to be determined by the individual partner organization based on what they feel is most appropriate.

In addition, and alongside their work, the City would seek opportunities to be invited by community-based organizations who would be willing to host a facilitated dialogue within their community. Participants would be invited by the organization and the number per event would be limited to allow for a scale of meeting that encourages active participation. Organizations would be compensated for their time and resources hosting a gathering. The meetings will be at locations and times convenient to participants. Food will be provided, as well as possible compensation consistent with the approach described above.

Results from these meetings will be compiled into meeting summaries.

City-Convened Meetings – 2-3 Events

To supplement and broaden the targeted outreach conducted through community-based organization-convened meetings, the City will also be hosting meetings in the community that invite residents and other stakeholders to the table to provide input. Participants will be invited based on connections through the City's targeted outreach to date, including neighborhood-level engagement.

Participation will be open to the public, but the number of participants per event will be limited, to allow for a scale of meeting that encourages active participation. Meetings will be advertised through a variety of public channels, although direct invitations may also be used. The meetings will be at locations and times convenient to participants. Food will be provided, as well as possible compensation consistent with the approach described above.

Results from these meetings will be compiled into meeting summaries.

Involved Community Member-Convened Meetings

There are also groups and people in the community who may not have the time or interest in attending a City-facilitated meeting or event, but who have connections within the community either through an organization, employer, civic group, at the neighborhood level, through church, etc. To better leverage city resources and staff time, and to allow broader engagement and participation, it is proposed that these individuals be equipped with the tools to conduct their own facilitated dialogues with limited support from City staff and consultants.

A "meeting in a box" format will be developed, based on the content of the planned city-facilitated meetings, which will include everything needed for an interested individual or group to conduct their own community conversation. This will include background information about the project, a discussion guide, and instructions for how to facilitate a discussion and gather input. This information will be available publicly so that all stakeholders have access to the same information.

Organizers will be instructed when and how to submit input received to the City, which will be compiled into summaries. Additionally, they will be recognized for their effort and contribution to community outreach.

Citywide Engagement

Not everyone wants or is able to participate in convened meetings, so information will also be available online and other citywide engagement approaches. The intent is a process that is fully transparent so that all people have access to the process and the ability to participate.

Online Engagement

The Meeting-in-a-Box materials will also be converted to be available online and posted on the Becoming Brooklyn Center website. This will allow people to review the materials and provide input without attending a meeting.

Open house materials will be set up in an "online open house" format that allows for people to review materials and comment on them at their convenience, without attending any meetings at all. Outreach summaries will also be posted online.

Social media posts and email updates (to city contacts and subscriber lists) will be used to let people know about project updates and opportunities for engagement.

The City's subscription to Polco will be used to send out engagement questions online, so that people can respond to them there. Results from this will be compiled with other engagement. As the platform can provide information on where comments originate from, this can be used to determine where people engaged are originating from, to ensure balanced representation.

Open House

Near the conclusion of the community conversations, there will be an open house to provide both a summary of input received to date and information from technical studies. The general public will be invited to participate and provide feedback. This will be widely advertised, feature interactive elements, and include components designed to reduce barriers to participation as described above. The timing will be designed to coincide with engagement on the technical studies as well, so that it may also meet the need for required reviews on draft documents.

Planning Commission and City Council Updates

A work session with both the Planning Commission and City Council will be used to review input received through the engagement process, particularly in the context with how it may be addressed in the draft master plan and related implementation documents.

TECHNICAL ANALYSIS ENGAGEMENT

While the technical analysis will be completed under separate scopes, there will be an ongoing need to coordinate that work with the overall approach to engagement. This is to ensure that both are informed by the other, and that decision making does not proceed on parallel tracks. Below is summarized how each technical element is expected to interface with the broader community engagement process. These descriptions do not include any engagement that will be done specific to these topics apart from the main engagement, as that is to be developed with the study scopes.

Equity Assessment

The equity assessment will be done to provide guidance for how the Opportunity Site master plan can forward equity. This will be done through an assessment of how the project will impact the well-being of community members, especially underrepresented and vulnerable groups as described above. At this point, a range of tools that could be used to assess impacts, including an equity development scorecard, health impact analysis, or other tools that have been developed for this purpose are being explored. The resulting process may use one of these directly, or a hybrid that is specifically developed for community needs. The purpose is to identify unintended consequences of the master plan using a holistic, human-scale approach.

This analysis will draw directly on public engagement for insights on community impacts, and therefore will be closely coordinated with the engagement approach. Additional research on related topics may help inform that engagement further. The exact nature of what is evaluated, and the information collected, will be dependent on the tools chosen.

Housing Study – Gaps Analysis, Impact Assessment, Literature Review

The purpose of this element is to look at the potential impacts on housing affordability and accessibility from the new development, determine the risk for displacement and gentrification, and recommend potential mitigation and prevention strategies. It is anticipated this will include a City-wide approach that will include an analysis of the City's existing housing stock, identify gaps in the housing need based on existing and future population, as well as an assessment of means for tracking housing indicators on an ongoing basis. The study will also look at larger regional trends around affordability, gentrification, and displacement that may be affecting Brooklyn Center's market.

It is anticipated that this analysis will involve a broader discussion on housing policy and approach, beyond the scope of the Opportunity Site, but that the recommendations that come out of the study will be incorporated into the Opportunity Site master planning work.

This information will be relevant to community conversations on the topic, as well as informing the master plan development and implementation. An engagement strategy will be developed as part of this work; however, at a minimum will include a survey of renters in the community. As results are available from the study, they will be shared with the community through the broader engagement process.

Environmental and Traffic Assessments

Impacts on the environment are also a significant consideration – including natural areas, water, historic and cultural sites, parks, air quality, traffic, noise, wildlife, and other elements. Assessing these impacts will help inform the design, mitigation strategies, and implementation of the master plan. At this time, the City is planning for an alternative urban areawide review (AUAR), an environmental assessment that can address the impacts of multi-phase redevelopment scenarios like the plan for the Opportunity Site. Traffic and stormwater analysis will be a major focus areas in this AUAR, informing the development of new roads and stormwater features, respectively.

This analysis serves a dual role: informing the master plan development and implementation and meeting environmental review requirements as dictated by state statute.

As defined under statute, AUARs have requirements related to public review and comment at various steps in the process. These will be coordinated with the overall engagement process whenever possible. Additionally, summaries of materials produced through this analysis will be made available publicly for people who have an interest in these findings.

Financial Analysis

This analysis is done in order to develop and evaluate a high level public subsidy and financial plan for the master plan. The analysis includes how the city will address subsidies, costs, and revenue sources with the developments and infrastructure costs. The analysis will examine the cost/benefit of development scenarios based on the draft master plan as well as identify if there are financial gaps between the taxes generated by the new development and the cost of the public infrastructure serving the development. If gaps exist, the analysis will include recommendations for how they can be filled. This analysis will be largely a technical exercise, though recommendations will be shared publicly.

The analysis will be informed by community goals and priorities related to the use of public resources.



Brooklyn Center Opportunity Site

Meeting in a Box



Comments due by **DATE** to **NAME**

The Story

Brooklyn Center is a city of the future.

The population is rich with diversity from around the world. The large number of children and youth will be future leaders in the years to come.

Brooklyn Center brings strengths from its past.

Its location is accessible and connected. And people still value its stock of affordable housing with convenient access to shopping and services.



But the transition from past to future is not without challenges.

For the city, it means transitioning spaces and places built for a previous era, that no longer meet current needs.

For the people, it means addressing past and current practices that exclude some people from benefitting from progress and opportunity, particularly people of color. This includes addressing the potential for displacement and gentrification in the city.

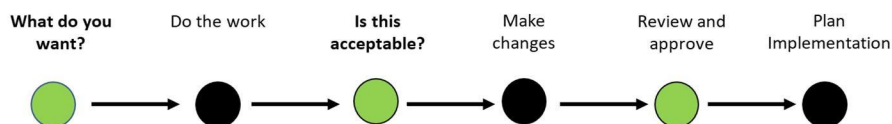


The Opportunity Site project can't meet every need. But it can help.

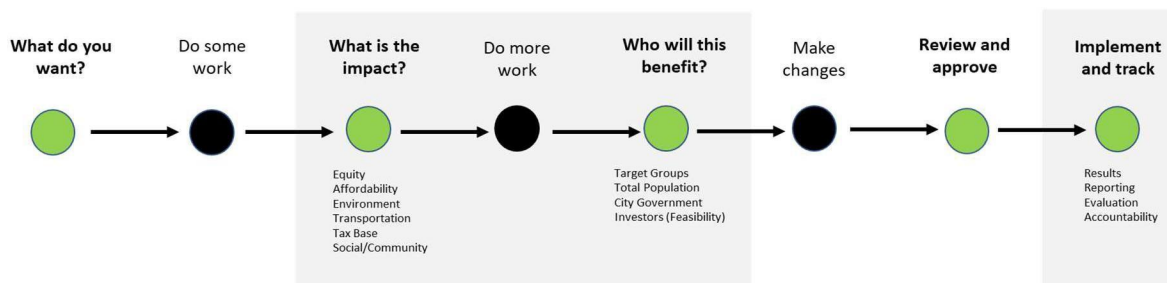
For the city, this means creating a new place that meets the needs of residents and workers, adds value to the community, and becomes a source of community pride.

For the people, this means creating an accountable process that addresses past problems and provides transparency, accountability, and benefit to all residents of the community.

Traditional Planning Process



Accountable Planning Process



What was done in the past?

At one time, the Brookdale Mall area was a regional destination. But shopping trends have changed dramatically since then. The City has been actively involved in working on this transition, from the development of Shingle Creek Crossing to the purchase of land for the Opportunity Site.



What is the plan moving forward?

The following chart shows a concept for an accountable process for the master plan – incorporating technical studies and public engagement.

PHASE	TECHNICAL ANALYSIS	ENGAGEMENT QUESTIONS	OUTCOMES
Initial Project Framing <i>Winter/Spring 2019</i>	- Market conditions - Initial financial feasibility - Partnership opportunities	<i>What is overall vision for development?</i> <i>What are high level goals?</i>	- Citywide comprehensive planning vision - Initial partnership with developer to move forward with exploratory process.
Preliminary Development Concepts <i>Spring/Summer 2019</i>	- Initial site assessment - Draft development framework - Draft development concepts	<i>What elements could be incorporated on the site?</i> <i>What are top priorities for the site?</i>	Initial concepts to evaluate based on both desired elements and site feasibility.
Development Scenario Review <i>Fall 2019</i>	- Environmental scoping - Financial feasibility - Development scenario refinement	<i>What are biggest impacts of the project?</i> <i>Who will be most impacted?</i> <i>What guidance emerges from assessment?</i>	- Identification of potential project benefits and costs - Refinement of development approach
Development Impact Assessment <i>Winter 2020</i>	- Environmental impact documentation - Socioeconomic assessment on community (e.g. gentrification)	<i>How are people impacted?</i> <i>What aspects of project are most/least beneficial?</i> <i>How should plan be adjusted?</i>	- Documentation of project benefits and costs, including potential mitigation - Refinement of development approach
Preferred Development Scenario <i>Spring/Summer 2020</i>	- Development concepts – master plan and phase 1 - Mitigation plan - Community benefits agreement	<i>What is framework moving forward?</i> <i>Does this affirm community goals and priorities?</i> <i>Will negative impacts be mitigated?</i>	- Revised master plan - Concepts for phase 1 implementation - Approach for mitigating impacts and ensuring community benefits

When will this be complete?

We expect that the master plan will be complete and approved by **Summer 2020**, with construction of the first buildings potentially beginning later that year. Full development of the site could take 5-10 years, depending on developer interest and market conditions.

What's happening now?

The City of Brooklyn Center is pursuing the redevelopment of the Opportunity Site, a once-in-a-generation opportunity to create a place of lasting value for the city.

Since Spring 2019, the City has been talking to the community about their goals, priorities, and concerns about the project. A short summary is provided in the Background Information section. Based on that input a draft plan has been formed.

The goal of redevelopment in this area is to bring people together in a place that the community can be proud of. That provides a variety of housing choices, opportunities for local businesses to thrive and new recreation and entertainment options for families. This will be a place that existing and future residents enjoy and benefit from.



In order to ensure that this redevelopment provides the most benefit to the community, we are seeking input not only on the plan itself, but specifically on any potential impacts the development may have on the community, both positive and negative. Historically growth and development has not benefitted all populations equally. **We acknowledge that past systems and processes have allowed this to happen, and that new approaches are needed to ensure this does not continue.**

The purpose of the next phase of engagement is to assess potential impacts of the plan, including

- Equity and racial justice
- Human impacts, including health, economic, environmental, social, etc.
- Environment and sustainability
- Multimodal transportation connections
- Financial sustainability and fiscal health
- Unintended consequences of redevelopment

Four guiding principles emerged from the community workshops that reinforce a sense of community pride in Brooklyn Center.



How will the voices of the community be heard in this process?

Understanding these impacts will take both technical analysis and community input. It also means making new connections to the community and building trust. As part of this, the City is reaching out to work with the community, directly and through partner organizations, to have conversations from a variety of perspectives. While this will be a significant effort, it won't be possible to sit down with every person in the community. **That's where we need your help.**

The Meeting in a Box tool is to support any group in Brooklyn Center that wants to contribute to this conversation and provide input. **Conveners and hosts of "Meeting in a Box" events will be formally recognized during the planning process for their contribution.**



What is a "Meeting in a Box"?

The purpose of a "Meeting in a Box" is a small group gathering to generate conversation and provide feedback. Anyone can host, from an informal group of friends to a regularly scheduled meeting of a community institution. The following guide will provide all the tools needed to give meaningful input.

To impact the ongoing master plan process, feedback from the meeting needs to be submitted by **DATE**. Your input will be used to refine the master plan and its supporting implementation strategy.



What will the City do with the information?

While an initial draft of the plan has been formed, there are still many questions to answer. These include:

- How will this project impact the community?
- What are people's hopes and concerns for how this will impact them?
- How do we ensure that all voices in the community are heard?



Feedback in these areas will help inform the further development of the plan, to support the project's overall goals. Combined with identified community values and the results of technical studies, this will form the basis for the master plan.

Interested in hosting a meeting?

Contact **NAME** to pick up materials. That will also help us track events and ensure we collect all the input. Then just follow the guide below to get started. (Don't have a group? You can still submit comments individually.)



Need more help?

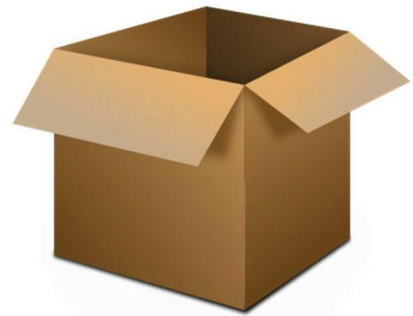
The City has some limited resources to assist with meetings, including locating meeting spaces, funding for snacks for attendees, and possibly others as needed. Let **NAME** know when you contact them if you'd like to discuss.



What is in the Box?

The Meeting in the Box includes the following materials:

- Large map of study area
- Draft master plan documents
- Background presentation on planning process
- Draft fact sheets/frequently asked questions
- Phase I engagement summary and Phase 2 plan
- Inspiration images
- Sticky notes
- Worksheets for discussion
- Sign in sheet and evaluation forms



This package includes a series of **worksheets** to be used during the meetings. Copies can be made for distribution to attendees. It also includes **supporting materials**, to provide context and background for the discussion. These can be made available to people in advance to review.

How can I keep informed about the project?

Visit the project website at www.becomingbrooklyncenter.com to review materials, learn about upcoming events, provide feedback, and sign up for updates.

More opportunities for input will follow. Thanks for your participation!



Preparing for the Meeting

Note on this approach: The following information is provided to assist people with meeting setup. But the facilitator can change or adapt anything, to better meet the group needs. For example:

- Responses to questions could be either by individuals or as a group.
- Questions can be skipped or reworded.
- Meetings can start with a review of background information, so everyone is prepared.

Before the Meeting Starts

1. Set a meeting date, time, and location and invite your participants, preferably a couple weeks in advance.
Let city staff know if you need help finding a place to meet.
2. While not required, you may wish to share background materials in advance for people to review.
3. A couple days before the event, remind everyone who is invited.
4. Encourage participants to review content in the Background Information section in advance so they are well-prepared. This is not required but will help the conversation.
5. Ensure that the room is set up for comfortable group conversation, with all participants facing one another, ideally around a table.
Ensure all materials are available.



Your Role as Facilitator

1. Sample guiding questions are included for the discussion. While you may cover as many as you wish, the discussion may also be focused on what seems most relevant to the group. You may also choose to rephrase the questions if it seems appropriate. Just make sure your notes reflect this.
2. The attached worksheets can be provided to attendees so they can follow along and take their own notes. However, notes do not have to be confined to the space provided on these pages.
3. Your role is to facilitate a group discussion and record the group's responses. You may want to request assistance from other attendees with notetaking.
4. Support group learning and sharing by welcoming all ideas and helping everyone feel a part of the process. The goal is to ensure everyone has an opportunity to be heard.
5. Encourage the group to come up with answers together, while also respectfully acknowledging different viewpoints.
6. Keep the discussion moving.



Starting the Meeting

Timing and Format

The estimated time for the meeting is **2 hours**. It can be shorter or longer at the host's discretion, particularly if food and socializing are involved. Suggested times for each element are listed below. However, this can be varied depending on which topics generate the most conversation.

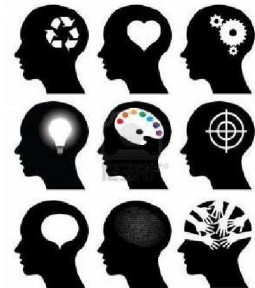
The structure of the meeting is an informal group discussion. If you have a larger group size (10+ people), it may make sense to **split discussions into smaller subgroups** so that people have more opportunities to talk. Groups of 3-5 people can be more focused. It will be important that each group has a recorder of comments, and that there is an opportunity to report back to the larger group.



Discussion Ground Rules

Below are some suggested rules. The host can also choose to ask the group if they want to set some rules.

1. One speaker at a time.
2. Everyone should have a chance to be heard.
3. There are no “right” or “wrong” answers to these questions.
4. The meeting should be a safe space to share ideas.



Introductions (15 minutes)

The purpose is to allow people to get to know one another a little better, and to give everyone a chance to bring their voice into the room.

1. Greet all attendees as they arrive.
2. Go around the room and have all attendees introduce themselves, unless all participants already know one another well. If you choose, have them also answer a question with their introduction. Suggestions include:
 - What do you like most about Brooklyn Center?
 - What do you envision Brooklyn Center will look like in 10 years?
 - Why did you decide to participate today?
3. Based on this Meeting in a Box guide, the host will provide a brief overview of the project, why the group has been gathered, and the overall meeting format.



Values and Goals (15 minutes)

The purpose of this segment is to explore what values and goals are important to attendees, as they relate to the proposed plan. This will build on goals that have been identified in past engagement.

(Facilitator: This can be done individually, as a group discussion, or both.)

1. Read through the following values that have been identified by the public for the Opportunity Site development. **Circle the top three that are most important to you**, where you would like the focus to be for this project.



Affordability: housing, small business space, and community events



Fiscal responsibility: using city resources to leverage private investment



Community pride: creating a space that locals are proud to share



Diversity and inclusivity: multicultural and welcoming environment



Flexibility: responsive to emerging opportunities as they align with goals



Environmental sustainability: supporting long term environmental health



Health and wellness: recreation, active living, public safety, and health



Local benefit: ensuring that city residents are direct beneficiaries



Counteracting displacement: ensuring project does not price out residents

2. Is anything missing in terms of values that are important to you and your community? What is important to you that we need to know?

____ No

____ Yes – explain below:

Possibilities and Concerns (45 minutes)

The purpose of this segment is to explore possibilities and concerns about the master plan – and how this relates to future development in Brooklyn Center. *(Facilitator: give people a chance to respond and then discuss together. Can look for common themes and differences across all attendees.)*



Imagine yourself 10 years in the future. The Opportunity Site is fully developed and occupied by residents, businesses, and visitors, based on the draft master plan *(see resource materials)*. As you're thinking about this, answer the following questions:

1. What **possibilities** do you see with the master plan that would make this a great place to be for you to live, work, play, etc.? Check all that apply:

- | | |
|---|---|
| ☐ Affordable housing | ☐ Space for events and gatherings |
| ☐ Small local businesses | ☐ Multicultural arts center |
| ☐ Parks, trails, open space | ☐ Shopping options |
| ☐ Sports and recreation facilities | ☐ Regional entertainment destination |
| ☐ Other – please describe: | |

2. What are some **concerns** you have about how this plan will be implemented, in terms of potential impacts from the development?

- | | |
|---|---|
| ☐ Equity and racial justice | ☐ Environmental and health impacts |
| ☐ Traffic and transportation | ☐ Impact on public finances and tax base |
| ☐ Affordability to residents | ☐ Gentrification and displacement |
| ☐ Other – please describe: | |

Addressing Concerns (30 minutes)

The purpose of this segment is to brainstorm what can be done to address concerns about potential impacts of the master plan. All ideas are welcome at this stage.

The City will conduct additional technical analysis to provide the data and options needed to make the best decisions. But first, we need to understand community concerns and questions, so they can be addressed directly.



1. **On the site.** Using sticky notes, mark up the big map with ideas for what should be included on the site to address concerns about impacts. What should this project include, and what should it not? Choose from the list below, or describe your own:

____ Affordable housing with income restrictions

____ Space for local businesses

____ Job opportunities for residents

____ Green space and buffers

____ Options for safe, healthy, active living

____ Multimodal transportation

____ Other – please describe:

2. **In the process.** The actual process by which the site is planned, developed, occupied, and managed is important as well. What ways should impacts be addressed?

____ Developer agreements on project elements

____ Opportunities for public input

____ Evaluate and track impacts over time

____ Goals for outcomes in master plan

____ Review of all development proposals

____ Ongoing city advisory group

____ Other – please describe:

Wrap Up and Evaluation (15 minutes)

The purpose of this segment is to reflect on the meeting format and the biggest takeaways from this discussion. These can come from what has already been identified or be something brand new and unique.



(Facilitator: We request you also ask people to self identify by race/ethnicity, and whether they are a Brooklyn Center resident. This can be done in writing.)

1. Go around the group and ask everyone to share what is at least one big idea or insight that they had during this discussion.
2. What worked well about this discussion? What could have been better?
3. Were there any tension points during the facilitated discussion?
4. How would you like to be engaged in the future?

Meeting Evaluation (to be completed by host)

1. How many people participated? Based on their own assessment, what was the race, gender, age, ethnicity, and place of residents of participants? *Please also return copy of sign in sheet.*

2. How useful did you find this event for learning about the master planning process and hearing perspectives from others?

☐ Not useful	☐ Just OK
☐ Useful	☐ Excellent

3. Did you find the materials easy to understand and use? Please mark your answer on the scale below.

☐ Poor	☐ Confusing	☐ Just OK
☐ Useful	☐ Excellent	

4. Would you host this sort of event again?
yes no

Would you recommend it to others?
yes no

5. What other comments would you like to share, including any unresolved issues?

Sign-in Sheet

All participants should sign in. If indicated, you will receive emails on future project updates. We will not share or use your contact information for any other purpose.

Name	Address	Email	Add to list (Y/N)

Participant Identification

Please have each participant complete the following form. The purpose of this information is to be able to track the diversity of participants in this outreach, to ensure that all voices are heard.

Name: _____

Age: _____

Gender:

____ Male

____ Female

____ Nonbinary/third gender

____ Prefer to self-describe: _____

Please check all that apply:

____ Asian or Pacific Islander

____ South American

____ Hmong

____ Black or African American

____ Vietnamese

____ African

____ Lao

____ Liberian

____ Asian Indian

____ Nigerian

____ Middle Eastern

____ Oromo

____ Hispanic or Latino/a

____ Somali

____ Mexican

____ American Indian or Alaskan Native

____ Puerto Rican

____ White or European American

____ Central American (excludes Mexican)

____ Other – please specify: _____

Resource List

NOTE: Once the draft master plan is available, this section will be reviewed and updated to complement the document – including a summary.

- Draft master plan presentation and document
- Becoming Brooklyn Center one pager
- Opportunity site one pager
- Opportunity site frequently asked questions
- Visual preference survey/sample images
- Phase I public engagement summary
- Phase II public engagement plan
- Project timeline/schedule

MEMORANDUM - COUNCIL WORK SESSION

DATE: 11/12/2019

TO: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

FROM: Barb Suciu, City Clerk

SUBJECT: Pending Items

Recommendation:

- Metro Transit Bus - *(upcoming CC presentation)*
- Police Crisis Prevention Options - 11/25
- Use of EDA Owned Property - 11/25
- Environmental Sustainability Report - 11/25
- Discussion on City Council meetings - 11/25
- Livable Wages - 12/9
- Freeway Park /Mound Cemetery MOU - 1/13
- Options for Use of Adjacent Space to Liquor Store - 1/27
- Food Trucks - 1/27
- Rental License Update - 1/27
- Census Update - 1/27
- Discussion of Mayor/City Council roles & responsibilities
- Commemoration of 400 years of Slavery Activities

Background:

Strategic Priorities and Values:

Operational Excellence

REE Xerxes Avenue Workforce Housing Project: Conduit Revenue Refunding Bonds Public Hearing

OCTOBER 8, 2018

REVIEW



REE Workforce Housing Project

- Project: 127 workforce housing units at 5801 Xerxes Avenues North
- June 21, 2019 – City Council issued Multifamily Revenue Note in the amount of \$17.5 million from conduit debt
- REE is requesting \$23.5 million of conduit revenue refunding bonds to refinance debt
- Request includes Joint Powers Agreement with City of Rochester for up to \$7.8 million of recycled bonding authority



Conduit Debt

- Authorizes a maximum amount of \$25.3 million
 - MN Statute, Chapter 462C allows for tax exempt bonds with lower interest rates
- Conduit debt – does not constitute a charge, lien, or encumbrance, upon the City or impact City's credit rating
- City will receive administrative fee of approximately \$95,000



Requested Council Action

- October 8, 2018
- Open public hearing on proposed conduit debt, take public comment and close the public hearing
- Following close of the public hearing:
 - Motion to Approve a Resolution Authorizing the Issuance, Sale, and Delivery of Its Conduit Multifamily Housing Revenue Refunding Bonds Relating to the REE Xerxes Avenue Workforce Housing Project; Adopting an Amended Housing Program Pursuant to Minnesota Statutes, Chapter 462C; Approving the Forms of and Authorizing the Execution and Delivery of the Bonds and Related Documents; Providing for the Security, Rights, and Remedies with Respect to the Bonds; and Granting Approval for Certain other Actions with Respect Thereto



Ordinance Amending Chapter 11

OCTOBER 8, 2018

REVIEW



Request of Action

Consider the first reading of an Ordinance Amendment of Chapter 11 of the City Code of Ordinances relating to 2 am optional liquor license and housekeeping items and set the second reading/public hearing for December 9, 2019.



Background – August 26

- The City Council was presented an amendment to reinstate the 2 AM optional liquor license and clarification hours of operation.
- Questions from the Council were the number of neighboring cities having the optional license, support from the Police Chief, and a way to address safety issues.



Background – August 26

- The questions were addressed at the work session and the majority consensus of the City Council was to move forward with the proposed amendments.



Background – October 14

- The City Council was presented proposed amendments to the liquor ordinance including additional definitions, places ineligible for liquor licenses, and conditions of the liquor licenses.



Background – October 14

- Questions from the Council included removing the display of liquor, and options for the places ineligible for liquor licenses.



Background – October 14

- “Removing the display of liquor” language has been omitted from the current version of the proposed ordinance; and
- Places ineligible for liquor licenses there was a consensus to go with option two and that language is in the proposed ordinance.



Proposed Ordinance

- Incorporates all of the items that have been discussed previously
- Staff met with current liquor license holders to discuss the proposed ordinance amendments
 - Comments from current license holders were positive regarding the 2 AM optional license.

This ordinance amendment was a collaboration of staff from the police department, community development, and administration.



Tonight's action

- Approve the first reading of an ordinance amending Chapter 11 of the City Code of Ordinances Regarding Liquor and Liquor Licensing.
- Second reading/public hearing will be held on December 9, 2019



Questions

