Council Study Session
City Hall Council Chambers
September 25, 2023

AGENDA

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
September 25, 2023

AGENDA

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

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

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

2. Invocation - Kragness - 7 p.m.

3. Call to Order Regular Business Meeting

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

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

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

a. Approval of Minutes

- Motion to approve the following meetings:

- *9/11/23 Study Session*
- *9/11/23 Regular Session*
- *9/11/23 Work Session*

b. Approval of Licenses

- Motion to approve the licenses as presented.

c. Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project No. 2021-12, 2022 53rd Avenue Mill and Overlay Project

- Motion to approve a resolution accepting work performed and authorizing final payment, Improvement Project No. 2021-12, 2022 53rd Avenue Mill and Overlay Project.

d. Resolution Accepting Feasibility Report and Calling for an Improvement Public Hearing for Improvement Project No. 2024-01, Orchard Lane East Improvements

- Motion to approve a resolution accepting feasibility report and calling for an improvement public hearing for Improvement Project No. 2024-01, Orchard Lane East Improvements.

e. Resolution Amending the City of Brooklyn Center Fee Schedule Relating to Licensing of the Sale of Edible Cannabinoid Products

- motion to approve a resolution amending the City of Brooklyn Center Fee Schedule relating to Licensing of the Sale of Edible Cannabinoid Products

7. Presentations/Proclamations/Recognitions/Donations

a. Community Intervenor Update

Council hear and accept staff's presentation regarding the City's Community Intervener Public Safety Strategy update.

8. Public Hearings

9. Planning Commission Items

10. Council Consideration Items

a. Resolution Approving the Preliminary 2024 Property Tax Levy and Preliminary Budget

- It is recommended that the City Council consider approval of two resolutions of setting the 2024 preliminary property tax levy and preliminary budget.

11. Council Report

12. Adjournment

Council Regular Meeting

DATE: 9/25/2023

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

SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve the following meetings:*
  - *9/11/23 Study Session*
  - *9/11/23 Regular Session*
  - *9/11/23 Work Session*

Background:

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

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

ATTACHMENTS:

Description	Upload Date	Type
9.11 Study Session	9/18/2023	Backup Material
9.11 Regular Session	9/18/2023	Backup Material
9.11 Work Session	9/18/2023	Backup Material

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

STUDY SESSION
SEPTEMBER 11, 2023
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in a Study Session called to order by Mayor April Graves at 6:05 p.m.

ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler (arrived at 6:12 p.m.), Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Director of Fiscal & Support Services Angela Holm, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

Councilmember Lawrence-Anderson requested the CC/FC Work Session from August 19, 2023, to be redone to show a consensus regarding an Assistant City Manager. City Manager Reggie Edwards stated he doesn't recall a specific consensus made by the attendees, but staff will review the recording to see if there was an official consensus.

Councilmember Kragness added her name was spelled wrong on the Roll Call portion of the CC/FC Work Session from August 19, 2023.

MISCELLANEOUS

Councilmember Jerzak stated there was a check for $62,000 for fire cleanup. He asked if the deductible was accessed for the payment and if the City would receive any reimbursement from the insurance.

Councilmember Jerzak added there was a check listed under redevelopment for the Economic Development Authority (EDA) for $8,362.45 for a commercial door. He asked why the City would pay for an item when the produce store had already received a $70,000 loan.

Dr. Edwards stated that staff would look into the checks and craft a response for the Council to be emailed.

Councilmember Lawrence-Anderson noted the City Website is requesting nominations regarding

random acts of kindness. Last year's event was nice, but she would prefer something more frugal. However, there should be more than just reading the nominations at a Council meeting.

Mayor Graves asked how much the previous year's event cost. Dr. Edwards stated he would find the number spent on the event, and staff would return to the Council with an agenda item to discuss the next event further.

Councilmember Kragness noted her appreciation of the dinner and formal recognition. There may be a more affordable way to host a dinner.

Councilmember Marquita Butler arrived at 6:12 p.m.

Councilmember Lawrence-Anderson stated the departure of the Police Chief is concerning. She asked what the plan is for recruitment and to restabilize the Police Department.

Dr. Edwards stated that the staff is seeking a recruitment firm to find a replacement. Chief McDaniel will remain in his position until January 31, 2024. Therefore, there is a desire for overlap with the new Chief to create a smoother transition.

Mayor Graves asked if the interview process would be more involved than it was to find Chief McDaniel. Dr. Edwards confirmed the new standard for finding Directors and Chiefs will remain in place.

Councilmember Jerzak stated he sent two corrections from the minutes to Ms. Suciu. There were no objections from the rest of the Council. Assistant City Manager/City Clerk Barb Suciu stated they would pull all of the minutes from the consent agenda and bring them back to the Council in the future.

Councilmember Lawrence-Anderson stated she would like to know the status of the audit and when it will be presented. Dr. Edwards stated that there were no updates to report since the previous budget meeting.

Director of Fiscal & Support Services Angela Holm stated the auditors will be on-site on Thursday, September 14, for some final information gathering. She added the audit should be complete within the next couple of weeks.

Councilmember Jerzak stated the Council doesn't seem to have all the necessary information to consider the budget. For example, the EDA budget and grant disbursements have not been presented to the Council. He suggested scheduling another meeting to discuss the missing elements before voting on the levy.

Dr. Edwards stated the EDA budget and special revenue fund information won't be available until October. The Council has to adopt a preliminary levy on September 25, 2023, per State regulations. The preliminary levy can be decreased after that time.

Councilmember Jerzak asked why the documents won't be available until October. Dr. Edwards stated that the staff was following the process set by the Council. Staff prioritized documentation of items required to set the budget, but the revenues and EDA budget do not determine the levy. The timeline allows for all information to be reviewed before the final levy has to be set.

Councilmember Jerzak stated he understands the explanation, but the process makes him uncomfortable. He will have to be particularly conservative with his decision-making.

Councilmember Kragness noted she feels rushed into the levy decision. Mayor Graves stated there is a deadline to set the preliminary levy, and there is a presentation on the agenda regarding the levy.

Dr. Edwards stated the Council is not being asked to vote on the levy or budget tonight. Instead, the presentation is a request for the City Council to provide direction on the budget and to answer any questions of the Council.

Councilmember Kragness pointed out she would like an additional meeting if her concerns are not addressed with the presentation on the agenda. Councilmember Lawrence-Anderson agreed she is not comfortable with an 8.5 percent levy.

Mayor Graves stated any additional discussion regarding the levy should be held during the appropriate agenda item.

Mayor Graves asked for an update on the Multi-Cultural Advisory Committee. The Council has previously expressed concerns with the application process for the Committee. She asked if the application process had been updated at all.

Dr. Edwards stated staff could gather the information and make a report to the Council. Mayor Graves requested the new liaison be part of the presentation so she is able to meet the rest of the Council.

DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

OPPORTUNITY SITE PHASE 1 UPDATE

City Manager Reggie Edwards introduced the item and invited Community Development Director Jesse Anderson and EDA Project Management Ehlers representative Jason Aarsvold to continue the presentation.

Mr. Anderson explained in May 2023, staff updated the City Council on the status of Alatus' Opportunity Site Phase 1 project. The update noted several challenges, including the fact that project costs increased to over $159 million, interest rates increased dramatically, and the Entrepreneurial Market Plaza (EMP) project, conceived at 30,000 square feet, would be too large to pay for and operate.

Mr. Anderson pointed out that to help mitigate these challenges, the City Council authorized Staff to explore an option to provide up-front funding for the project by issuing general obligation bonds. Alatus determined this up-front assistance may help secure the remaining financing for the project in a difficult financing environment.

Mr. Anderson noted, in addition to exploring this up-front financing option, Staff and the developer also took the following steps to improve financial feasibility, including the preparation of scenarios for up-front bond financing, the addition of units and altered unit mix for Alatus' rental buildings, reworking od assumptions around the EMP to achieve a more financially feasible project, securing additional grant funding, helped Project for Pride in Living reapply for tax credits and exploration of infrastructure savings options.

Mr. Anderson stated despite these additional measures, Alatus indicated they will not be able to move the project forward in 2023. Alatus remains committed to the project and intends to continue working diligently with the City to get the project done. Larger economic forces outside the City's control are simply preventing the project from moving forward. Alatus hopes that by the middle of 2024, circumstances will allow the project to move forward.

Mr. Anderson introduced Bob Lux, President and CEO of Alatus, to further detailed reasons for the delay and to discuss how they intend to move forward from here.

Mr. Lux stated there are a number of factors working against them. For example, the interest rates rising to such a high level is an issue. The typical banks that fund such projects have essentially discontinued lending because they are not receiving deposits. The same story is true with equity partners as they have seized up.

Mr. Lux stated he still believes in the project and the aspirations of the Brooklyn Center community. They are seeking bids again for construction. There has been a rampant uptick in costs that has somewhat cooled down. The hope is that the bids will be lower and that Alatus can return to the Council with the lower bids and secured debt and equity partners. One suggestion is to remove the Entrepreneurial Marketplace requirement to move forward with the market-rate units.

Mayor Graves stated that the Entrepreneurial Marketplace (EMP) was a key component of the Community Benefits Agreement, so she doesn't want it lost. Mr. Lux stated he also wants the EMP, and there is potential for one to be funded in another space in the interim. It would be a huge first step to get the apartments built, and then the reserved EMP space can be implemented once the guidelines for the EMP are set.

Councilmember Lawrence-Anderson asked what the current distribution of units is. Mr. Lux stated the first building is only market-rate units, and there would be around 275 units. There are several current and upcoming affordable units in the City so the market-rate units will be an alternative option for a new group of renters. The market-rate units are still reasonable for the upper Area Median Income (AMI) percentages.

Councilmember Lawrence-Anderson stated she would like to see the project move forward, but they already should have broken ground. Mr. Lux noted his agreement. The project has included a large amount of community engagement, which has greatly informed and improved the project. However, the timing required for the engagement resulted in the developer missing the financial window of opportunity.

Councilmember Lawrence-Anderson asked how a similar project in Columbia Heights is doing. Mr. Lux stated the building is just under 300 units, including some co-living units. Of the 266 regular units, around 95 percent are leased. Councilmember Lawrence-Anderson stated the building is very attractive and well done.

Councilmember Jerzak asked if something could entice investors that is more within the developer's control. He asked if any opportunities were missed throughout the process. The City can only provide so much support, yet the developer keeps returning to ask for more help.

Mr. Lux stated his best suggestion is to release the EMP from the original funding. The cost of the EMP being attached to the initial building creates a higher price-per-unit than funders like to see. Other than that, the markets haven't allowed any projects to move forward. Alatus hasn't closed a project in over a year. The interest rates need to stabilize.

Councilmember Jerzak stated he wants the Opportunity Site to move forward, but it just becomes empty promises at some point. He asked how the market has impacted the firm. Mr. Lux stated the firm went from 18 to 12 employees just two weeks prior.

Mayor Graves stated they would return to address the item during the Work Session.

ADJOURNMENT

Mayor Graves closed the Study Session at 6:44 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
SEPTEMBER 11, 2023
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in an Informal Open Forum called to order by Mayor April Graves at 6:44 p.m.

ROLL CALL

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

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

Julie B. stated that several community members are interested in bringing back fireworks. She asked what was previously spent on fireworks. It can be extremely expensive. Also, fireworks harm the environment, such as the bees.

Julie B. added she would like the Council to receive formal education about grants and how they work. The Council needs a concrete understanding regarding grants to make informed financial decisions.

Diane S. asked for the previous year's random acts of kindness nominations to be reflected in some minutes. Also, the nominees were not given details of if their nomination went through, nor did the nominees receive details about why they were nominated. Councilmember Lawrence-Anderson stated that the Council plans to discuss the event in the near future.

Randy C. reminded everyone the budget went up 5.9 percent and the levy was 6.9 percent. It is unclear what happened to the one percent difference.

Councilmember Jerzak moved, and Councilmember Kragness seconded to close the Informal Open Forum at 6:59 p.m.

Motion passed unanimously.

Recess and Reconvene

Mayor Graves called for a brief recess at 6:55 p.m. She reconvened the meeting to order at 7:02 p.m.

2. INVOCATION

Mayor Graves stated it has been nine months since being elected as Mayor. It has been hard. She has often felt frustrated in her role, but many circumstances have given her joy and hope. She has felt very underappreciated between her full-time job doing violence prevention and serving as Mayor. She explained she is grateful for the Staff, fellow Councilmembers, and community of Brooklyn Center. She asked everyone to put aside their differences to consider what is best for the whole community.

Mayor Graves explained her full-time role has been pushed out of the Public Health Department, and her team feels unsupported and discouraged. She has felt similarly regarding the work the Council has been doing. It takes a toll for her to put her best into the role, and she has sacrificed countless times with her family to better Brooklyn Center.

Mayor Graves stated she found some poetry she wrote ten years ago. She read the two poems for her invocation.

3. CALL TO ORDER REGULAR BUSINESS MEETING

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

4. ROLL CALL

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

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

6b. LICENSES

MECHANICAL

Action Heating & A/C	8140 Arthur Street NE Spring Lake Park 55432
Metro Heating, Cooling, Plumbing & Electrical LLC	16890 Welcome Avenue SE, Prior Lake 55372
O'Boys Heating & Air	12328 Peony Lane, Rogers 55374
Recher HVAC	1125 Mississippi Drive N, Champlin 55316
Top Tier Heating and Air Conditioning	16015 Central Avenue NE, Ham Lake 55304

RENTAL

INITIAL (TYPE IV – six-month license)

5956 Beard Avenue N	Hp Minnesota I Llc

INITIAL (TYPE III – one-year license)

4224 Winchester Lane	Estherra Properties

INITIAL (TYPE II – two-year license)

7219 Girard Avenue N	R & M Real Estate

RENEWAL (TYPE IV – six-month license)

3513 47th Avenue N	6939 Baird Llc
5500 Bryant Avenue N	N Mejia-morales & V Idrovo
4201 Lakeside Avenue N, #104	Jmg Property Llc
2618 64th Avenue N	SFR II BORROWER 2021-3 LLC
3701 66th Avenue N	Victor O Ogunbanwo
4213 63rd Avenue N	Buster F Fallah
6424 Marlin Drive	CJ Bright & QK Fank
6937 Palmer Lake Drive W	Michael T Brooks

RENEWAL (TYPE III – one-year license)

5200 63rd Avenue N	Smc Real Estate Llc

5510 France Avenue N	Iasis I LLC
6620 Bryant Avenue N	Vera Dixon

RENEWAL (TYPE II – two-year license)

6212 Chowen Avenue N	Doreen Kalema

RENEWAL (TYPE I – three-year license)

3614 50th Avenue N	Devlin Wubbena
5006 Howe Lane	AUX FUNDING LLC
6009 Aldrich Avenue N	RRE Ventures LLC
6325 Brooklyn Boulevard	Obafemi Oladeji & Olajumoke Oladeji
6512 Indiana Avenue N	Carlos Bunay
7225 Kyle Avenue N	Bikona Ontime Service

6c. AN ORDINANCE NO. 2023-07; AMENDING CHAPTER 35 OF THE CITY CODE OF ORDINANCE REGARDING APPLICATION REQUIREMENTS FOR LAND DISTURBANCE PERMITS

6d. RESOLUTION NO: 2023-83; REQUESTING AN AMENDMENT TO THE BYLAWS OF THE CITY OF BROOKLYN CENTER FIRE DEPARTMENT RELIEF ASSOCIATION TO INCREASE THE LUMP SUM BENEFIT TO $12,000 PER YEAR

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. NORTHWEST TOURISM PRESENTATION

Dr. Edwards introduced the item and invited Cyd Haynes, the Interim CEO of Minneapolis Northwest Tourism, to continue the presentation.

Ms. Haynes explained the mission is to support the community's economy by promoting its unique attributes to attract visitors and create meaningful experiences in Minneapolis Northwest. Visitors spend about 30 percent on lodging. Brooklyn Center has a lodging tax revenue of six percent, three of which go to the general fund and three percent to Minneapolis Northwest Tourism. In Brooklyn Center, there are ten hotels with 1,075 rooms. In Brooklyn Park, there are four hotels with 559 rooms. However, the average daily rate in Brooklyn Park is somewhat higher. Therefore, about half the funding for Minneapolis Northwest comes from each City.

Ms. Haynes showed a graph depicting the occupancy rates from 2019 through 2022. 2022 ended within 5 percent of the 2019 rates. 2023 occupancy rates are expected to increase by ten percent on average.

Ms. Haynes stated Northwest Tourism has completed a number of marketing actions through the website, social media, media coverage, visitor guides, hotel placement, and local business support. She showed samples of email newsletters, native ads, blogs, and television coverage. There was a culinary tour that successfully showcased the area's diversity.

Ms. Haynes noted Northwest Tourism continues to work closely with hotels to promote local restaurants. The Google profiles project and Google transformations are ongoing to improve impressions of visitor-facing businesses.

Ms. Haynes stated they attend conventions year-round. There was a focus on sports with the conventions. They also awarded nine event assistance fund awards. It only cost the Tourism group $10,000, resulting in $446,000 in economic impact. Ms. Haynes explained that 74 leads were sent to hotels. The economic impact was $6.85 million. The 2023 focus is less on sports and more on cultural tourism.

Ms. Haynes pointed out 202 organizational action highlights, including stakeholder assessment, new bylaws, strengthened relationships with member cities, Culinary Tour event, hospitality rockstar, and visitor analytics data.

Ms. Haynes explained visitor analytics focused on mapping visitors outside the Twin Cities. About 75 percent of visitors to Edinburgh stayed in a hotel within Minneapolis Northwest. However, only 37 percent of Topgolf visitors stayed in Minneapolis or Bloomington. Analytics were used to track visitor behavior, deliver proofs for initiatives, create new initiatives, crime deterrence, and assist businesses in understanding customer reach.

Ms. Haynes showed the progression of the budget from 2022 to the present. The budgets ranged from $1.2 million to $1.4 million. Staffing varied from 3 to 4.5 full-time positions. The expected 2024 budget is $1.437 million. Highlights include organizational stability, strategic planning, content development, Mississippi River highlights, local business partnerships, hotel partner support, GPS analytics, event creation, connector programming, and increased prospecting of cultural tourism.

Councilmember Lawrence-Anderson thanked Ms. Haynes for the presentation and noted she has done a great job to support both Brooklyn Center and Brooklyn Park.

Mayor Graves asked for an overview of the revisioning process. Ms. Haynes stated three major themes from the process: rebranding the area to be seen as one entity, highlighting cultural diversity, and restructuring some governance groups.

Councilmember Kragness agreed the Minneapolis Northwest Tourism Group has done a great job.

7b. 2024 PRELIMINARY BUDGET

Dr. Edwards presented a budget overview in the August 30, 2023, City Council-Financial Commission Joint Work Session that included operating budget policies, revenue policies, budget goals and outcomes, market value trends, and property tax implications. Subsequent Joint Work Sessions held on July 22 and August 19 were dedicated to budget request presentations by department directors.

Dr. Edwards noted the preliminary review of the 2024 budget, based on departmental requests, would have required a levy increase of approximately $3,800,000, which is 19.22 percent. Since then, Staff worked to reduce the preliminary levy by $1,871,493, resulting in a preliminary levy increase of 8.5 percent. The levy can be reduced, but it cannot be increased.

Dr. Edwards pointed out there are a number of considerations going into the budget process. The community is still healing from previous years' unprecedented events. Also, the market and economy are difficult. Staff also heavily relies on the strategic priorities and direction of the Council. The budget must also consider the context; Brooklyn Center is a very dense community with a high concentration of poverty.

Dr. Edwards stated the proposed budget was developed to balance the needs for economic growth, health and well-being of people, longer-term fiscal stability, pursuit of City Council direction, and providing City services at an affordable cost for residents.

Dr. Edwards stated the vision for Brooklyn Center is as a thriving, diverse community with a full range of housing, business, cultural, and recreational offerings while being a safe and inclusive place that people of all ages love to call home and visitors enjoy due its convenient location and commitment to health development. The mission of Brooklyn Center is to ensure an attractive, clean, safe, and inclusive community that enhances the quality of life for all people and preserves the public trust.

Dr. Edwards stated Brooklyn Center has values of customer intimacy, meaning a commitment to serving each customer with dignity and respect, which requires seeking to understand the needs of each customer and deliver quality service that will be understood and appreciated, and operational excellence, which is a commitment to delivering quality services cost-effectively and efficiently and to be good stewards of the limited resources made available by the citizens.

Dr. Edwards explained City outcomes include the existence of a healthy and safe residence, a healthy and safe youth and their environment for seven generations to come, equitable and diverse businesses, an equitable, stable, and diverse tax base, a public trust, people feeling welcomed, residents feeling a sense of community pride, equitably diverse housing without gentrification or displacement, an increased household median income without harm, and a clean and safe human environment.

Dr. Edwards added the strategic priorities of the City are an enhanced community image, resident economic stability, inclusive community engagement, inclusive community engagement, targeted

redevelopment, safe, secure, and stable community, and key transportation investments.

Dr. Edwards pointed out the 2024 budget strategies include balanced strategic direction and fiscal capacity, fulfillment of State Statutes, maintaining and sustaining current operations, staff stability, public safety, and advancing strategic priorities and operational opportunities.

Dr. Edwards noted priorities shared by the participants in a recent joint City Council/Financial Commission meeting. The top four were a three percent increase in staff wages, a 24-hour duty crew, fleet maintenance replacement, and the addition of a Police Sergeant. Other priorities included adding two police officers, winter salt and sand, a Deputy City Manager, crime prevention and intervention programming, and a 0.75 Litter/Public Art position.

Dr. Edwards stated the operational increase for 2024 is proposed at $1.12 million, which is a 4.98 percent increase. This amount is the minimum requirement to maintain services. The new proposed levy increase is $2.68 million, an 11.9 percent levy. In 2024, the total requested levy increase is 16.88 percent, combined with the operational cost increase and the new proposed levy increase. The proposed 2024 levy increase is 8.5 percent, reflecting $1.9 million. The total requested levy increase in 2023 was 17.2 percent, but the actual levy increase was 6.9 percent.

Dr. Edwards stated there are a number of factors influencing the 2024 budget. There are lower revenue calculations with a decrease of $1.2 million due to permit fees. There is a lower employee vacancy rate, which results in an excess of only $200,000. Lastly, the decreased lodging tax results in a loss of revenue of $200,000. Overall, there is a lower fiscal capacity of the City.

Dr. Edwards pointed out there are a number of proposed 2024 budget highlights. $197,000 is allocated for two full-time firefighters for a 24-hour duty crew. Staff cost of living and market adjustment wage increases require $1 million. The fleet vehicle replacements and Central Garage projects would cost $219,000. Also, the necessary winter salt and sand increase is $62,000.

Dr. Edwards showed a list of unfunded proposed items—the first couple allowed for savings. First, $750,000 was for 2024 operational budget increases due to maintained 2023 expenditures and $97,000 for a frozen Performance Analyst position. However, unfunded proposed items included a $100,000 asphalt recycler, $81,000 for an Administrative Assistant, $167,000 for a Deputy City Manager, $40,000 for a 0.50 full-time Utility Tech, $75,000 in crime prevention and intervention funding, two additional full-time police officers at $216,000, one full-time Police Sergeant at $162,000, one full-time Police Evidence Technician at $80,000, $80,000 for a 0.75 Litter/Public Art position, a part-time seasonal worker wage increase, and a City celebration for $50,000, which an enterprise fund would fund.

Director of Fiscal and Support Services Angela Holm explained that the City's current budget policies provide a basic framework and assist in the decision-making process. Policies include a balanced budget; current revenue should pay for current expenses, contingency of up to five percent of the budget, providing adequate funding for capital replacement & maintenance, budget should describe goals, services, and programs, and a targeted unassigned General Fund balance of 50 to 52 percent of the next year's General Fund budget.

Mayor Graves asked why the audit process has been slower this year. Ms. Holm stated that a new auditor was brought on, a standard change within the accounting world. The new auditor started the process about two months later than an auditor normally would. Also, the Department lost a valued Staff member with a lot of institutional knowledge and provided a significant amount of Staff time. Audit firms are also struggling with finding employees, so Brooklyn Center is in a somewhat positive position for even having an auditor.

Ms. Holm noted revenue policies also direct how the City maintains its ability to pay for its customers' services. The policies include maintaining a diversified and stable revenue system, annual revenue estimates completed through an objective conservative analytical process, user fees should be reviewed and revised on an annual basis, fees and user charges for Enterprise Funds should fully support total direct and indirect costs, and user fees for City services will generally be established at a level which will recover the total cost of providing the service.

Ms. Holm showed a graph of the median value of homes in the City over the years. The value has been steadily increasing since 2014. The median home value in 2024 is $264,800, a slight increase from 2023's median home value of $259,000. She also showed a list of median home values compared to other cities. Brooklyn Center has a lower median home value than Golden Valley, New Hope, Richfield, Crystal, and Robbinsdale. The median home values in nearby neighborhoods in Minneapolis are slightly lower than in Brooklyn Center.

Ms. Holm showed a table of taxable market values based on class. Classes vary from commercial and industrial to residential and apartment. The overall change in taxable market value is 3.87 percent. The most significant increase was for industrial properties at 16.8 percent.

Ms. Holm showed a table reflecting tax capacity. The net change in tax capacity is estimated at 4.8 percent, just about $2 million. She showed pie charts of tax capacity estimates comparing payable tax capacity in 2023 and 2024. Industrial has somewhat increased, allowing the residential tax capacity to decrease and carry less burden.

Ms. Holm pointed out that a one percent property tax levy increase or decrease is approximately $225,000 in revenue. The total payable levy from 2023 was just under $23 million. The estimated total levy for 2024 is $24,732,206, which is an 8.5 percent increase. The County dictates the Housing and Redevelopment Authority (HRA) maximum levy.

Ms. Holm showed a table reflecting General Fund revenues by source. Categories include property tax, excess tax increment, lodging tax, intergovernmental revenue such as state aid, charges for services, fines and forfeitures, and other revenues. The 2023 budget estimated $27,678,297 in total revenue, while the 2024 projected revenue is $27,895,595, a 0.79 percent increase. She showed two pie charts of the same information.

Ms. Holm showed a table with General Fund expenses by function. Categories include general government, Office of Prevention, Health and Safety, Police, Fire, Public Works, Community Development, Recreation Services, and other services. The overall percent change in expenditures

is 1.75 percent, largely due to necessary increases in the cost of living. The decrease in expenditures for the Office of Prevention, Health, and Safety is due to handling grant funding in a more effective accounting manner. She showed two pie charts of the same information.

Ms. Holm showed a pie chart reflecting General Fund expenses by object, where personal services such as salary and benefits account for about 71 percent of the General Fund. She also showed a pie chart for the annual cost of government in Brooklyn Center for the median home. For example, the Police Department costs the median household $523.00, and the Fire Department costs $116.

Ms. Holm showed a graph of City property tax rates, including the General Fund revenue, debt service, and the HRA. She then showed a slide with projected property tax impacts for 2024. With an 8.5 percent levy, the median single-family household would see an increase of $87 in the City portion of taxes for the year. Each percent of the levy would add or decrease $12 for the average single-family household.

Ms. Holm stated at the September 25, 2023, Council meeting the Council must adopt a preliminary budget and levy. Two Joint City Council and Financial Commission Work Sessions will be held in October to address revenue and enterprise funds. Lastly, a Public Hearing scheduled and planned adoption of a budget and levy at the December 4, 2023, meeting.

Councilmember Kragness stated the average household in Brooklyn Center would have an increase of $87 with the proposed levy due to City taxes. There may be additional tax increases due to the School district or County.

Councilmember Kragness asked about the ramifications of setting the levy and what would happen if the auditors returned with a material difference. Ms. Holm stated a difference would require an explanation due to City policy, but there aren't larger legal ramifications.

Councilmember Kragness stated the General Fund balance may not be enough. At that point, what could the City do about the levy to make up for the difference? Dr. Edwards stated the Council establishes the fund balance policy, so the solution to a lower fund balance would require strategic thinking by Staff. Ultimately, there wouldn't be any legal repercussions.

Councilmember Kragness asked why the grant accounting methods changed without a recommendation from the auditor. Ms. Holm stated the recommendation came from her professional experience. The change allows for better tracking and more accurate application of the grants according to their purpose. The goal is to be the best steward of the grant dollars.

Councilmember Kragness asked if the change impacts what is reported to the auditors. Ms. Holm stated the finances remain the same. The change is just the column in which the finances are tracked.

Councilmember Kragness noted the top four priorities from the recent Joint Financial Commission and City Council meeting were reported as a three percent increase in staff wages, a 24-hour duty crew, fleet maintenance replacement, and adding a Police Sergeant. Other priorities included

adding two police officers, winter salt and sand, a Deputy City Manager, crime prevention and intervention programming, and a 0.75 Litter/Public Art position. However, Councilmember Kragness stated she recalls a different top four priorities. The exercise was flawed because the participants didn't know the cost of various initiatives.

Dr. Edwards stated that the list of the top four combines the exercise done with the Financial Commission and City Council and from the input of Directors and other Staff. The intent is to balance the Council's desire and the functional opportunities. Councilmember Kragness stated the priority list is misleading.

Councilmember Butler stated that she is unavailable to attend the December 7 budget hearing and questioned the need for a unanimous vote. Dr. Edwards stated he would verify the legal requirements for passing a budget and prepare the information for the Council prior to any votes.

Councilmember Lawrence-Anderson requested a paper copy of the budget. Dr. Edwards confirmed he would get her a paper copy of the budget.

Councilmember Lawrence-Anderson pointed out a 68 percent increase for the Recreation Department. Also, in many Departments, she requested more details on personal/professional services, referring to code 6307. She asked where Community Interveners are within the budget.

Ms. Holm stated professional services for assessors is the fee the County charges the City to do property tax assessments. It is more or less a fixed cost. The professional services for the other mentioned Departments would require her to do some more digging and report back to the Council.

Ms. Holm explained the Community Interveners are under the Office of Community Prevention, Health, and Safety for other contract services, code 6449. It is listed for $100,000.

Ms. Holm stated the increase in funding for the Recreation Department administration is due to a realignment of manager positions and salaries into the administrative line item. There are equal incremental decreases in the other line items from which the salaries were pulled.

Councilmember Lawrence-Anderson stated the changes are confusing.

Councilmember Jerzak noted permit fees were down 64.33 percent. The current budget is misleading in comparison to what the Council has prioritized. The City had a lot of expansion in developments and employees in 2023. The investment earnings are down. He asked if that was due to cashing out investments too early.

Ms. Holm stated the 2023 cash flow issues necessitated early cashing out investments. The 2024 estimate is based on what the City has invested rather than the amounts pulled out. The estimate is very conservative.

Dr. Edwards stated the City added one Staff in 2022. In 2023, there were no new Staff positions. There was some rearranging of existing Staff and filling open positions. Councilmember Jerzak

asked how the Community Interveners were added. Dr. Edwards stated some part-time staff were added.

Councilmember Jerzak stated that a very low percentage of residents use the Community Center, and the membership continues to decrease. However, each household still pays about $121 yearly for the Recreation Department.

Councilmember Jerzak stated the Council has operational concerns regarding continuity, so the Council wants to prioritize the Deputy City Manager. The Council hasn't received any reports about the effectiveness of the Community Interveners, which is an important factor in determining the budget for that effort.

Councilmember Jerzak added that $35,000 was the cost of small tools. He asked how those costs could have gone up. The Office of Prevention, Health, and Safety had $500,000, but it is unclear where the funding comes from now. There is a lack of clarity under Building and Community Standards for professional services. Also, the budget doesn't reveal if Mr. Anderson's previous position will be replaced.

Dr. Edwards stated he would listen to the recording and create a response for each of the questions posed by the Council.

Councilmember Jerzak asked why there was a transfer under the general fund for redevelopment of negative $2.3 million and where the funds came from. Ms. Holm stated the transfer is primarily an administrative service transfer to see how much of her and other salaries contribute to utility funds. The other portion is engineering service fees that are transferred to large capital projects to allocate salary and Staff time properly.

Mayor Graves asked what percentage of the targeted unassigned General Fund balance of 50 to 52 percent is in the proposed General Fund budget. Dr. Edwards stated that the staff would look up the specific number.

Mayor Graves asked how much money each percentage would equate to. Ms. Holm stated the equation would depend on the fund balance and the final budget number. Staff can do some calculations.

Mayor Graves asked why there was a dependence on permits and intergovernmental revenue for the operational budget. Dr. Edwards stated there are different philosophies for best practices, and the change was made to suit the current staff's skill sets.

If the estimation is under, Mayor Graves stated what would happen to the excess revenue. Dr. Edwards stated they anticipate excess revenue, which would require a greater conversation. The idea is that excess funds related to development would be reused for development. However, Staff will create policy options to present to the Council for final determination.

Mayor Graves pointed out that the City has increased its total taxable market value by 3.78 percent. If the Council decided to implement a levy of 0 percent, current services would have to be cut, and the City's portion taxes would like to decrease. The 3.78 percent allows the levy some leeway because more taxable funds are available to the City.

Councilmember Kragness noted a goal of running for Council was to promote stability in the City. That is part of the reason she has been prioritizing a Deputy City Manager. She asked if the fleet replacement should be part of the Capital Improvement Plan.

Dr. Edwards stated the capital improvement plan doesn't cover vehicles. The proposed budget allows $219,000 to be set aside for replacing vehicles as they expire.

Councilmember Kragness asked if replacing a firetruck would be part of the CIP. Ms. Holm explained that a firetruck would be one of the vehicles that could be up for replacement as the CIP doesn't cover vehicles. Previously, no inflation factor was built into the replacement cost, so the budgetary ask is the start of working toward a savings account for replacement costs. The $219,000 is playing catch-up for previous years.

Councilmember Kragness asked why the $219,000 is pressing now when other things could be prioritized. Ms. Holm stated the recommendations change as new skill sets come into the City. When she started with the City, they implemented an inflation factor to build up funds. The $219,000 is less than what is needed for replacement funds. Councilmember Kragness noted the budget for vehicle replacement funds accounts for one percent of the levy.

Dr. Edwards noted Staff follows a decision tree in the budget process to weigh the priorities of the Council, the strategies of the City, and input from Staff. Councilmember Kragness stated the joint City Council and Financial Commission meeting showed four votes for a Deputy City Manager and only two votes for vehicle replacement funding. Dr. Edwards stated staff provides an operational perspective, which increased the priorities for vehicle replacement.

Councilmember Jerzak pointed out the City has been fortunate with the most recent Police Chief. The City spent $100,000 on a labor study that showed a need for twelve more positions in the Police Department. The Council needs to support the Department, especially as they are looking for a new Police Chief. It is unfair for a new Chief to inherit a deficit from day one.

Councilmember Lawrence-Anderson stated the joint City Council and Financial Commission meeting exercise showed a high priority for a Deputy City Manager and two additional police officers. As it stands, she cannot support the proposed budget.

Mayor Graves noted her agreement to hire a Deputy City Manager. The additional officer roles aren't necessary for 2024, as nine are already open. She also noted her agreement with Councilmember Kragness' assessment of the vehicle replacement fund.

Mayor Graves asked about the history of the Deputy City Manager role. Community Development Director Jesse Anderson explained when Vicki was with the City, she was the Assistant City

Manager and Director of Building and Community Standards. She also handled communications. Community Development was two separate departments. One was Community Standards, and the other was Building and Development, where Gary was the Director of the Building and Development portion. When they left, the two roles were combined for Meg.

8. PUBLIC HEARINGS

8a. AN ORDINANCE NO. 2023-06; AMENDING CHAPTER 23 OF THE BROOKLYN CENTER CITY CODE REGARDING THE LICENSING OF THE SALE OF EDIBLE CANNABINOID PRODUCTS WITHIN THE CITY

City Manager Reggie Edwards introduced the item and invited City Attorney Jason Hill to continue the Staff presentation.

City Attorney Jason Hill explained the proposed licensing ordinance requires a business to obtain a city-issued license prior to offering edible cannabinoids for sale, establishes one licensing period effective from the date of issuance until March 1, 2025, or until the state issues a license for the sale of lower-potency hemp edibles, whichever occurs first, and exempts edible cannabinoid products that only contain cannabinoid from the license requirement. On-site consumption may only occur at businesses licensed for on-sale liquor consumption. Lastly, the business cannot be within 500 feet of a "Youth Oriented Facility," defined as "a public or private elementary, middle, or high school, a state-licensed child or daycare program with more than ten children, and any City park."

Councilmember Jerzak moved, and Councilmember Butler seconded to open the Public Hearing.

Motion passed unanimously.

No one appeared to address this item.

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

Motion passed unanimously.

Mayor Graves moved, and Councilmember Lawrence-Anderson seconded to adopt ORDINANCE NO. 2023-06, an Ordinance amending Chapter 23 of the Brooklyn Center City Code regarding the licensing of the sale of edible cannabinoid products.

Motion passed unanimously.

Mayor Graves moved, and Councilmember Jerzak seconded to approve a summary publication resolution.

Motion passed unanimously.

9. PLANNING COMMISSION ITEMS

None.

10. COUNCIL CONSIDERATION ITEMS

None.

11. COUNCIL REPORT

None.

12. ADJOURNMENT

Councilmember Butler moved, and Councilmember Jerzak seconded adjournment of the City Council meeting at 9:12 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
SEPTEMBER 11, 2023
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in a Work Session called to order by Mayor/President April Graves at 9:04 p.m.

ROLL CALL

Mayor/President April Graves and Councilmembers/Commissioners Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Assistant City Manager/City Clerk Barb Suciu, Community Development Director Jesse Anderson, and Attorney Jason Hill.

OPPORTUNITY SITE PHASE 1 UPDATE

The discussion for this item began during the Study Session.

Community Development Director Jesse Anderson explained that the next step is to continue working with Alatus to proceed with the project as soon as feasible. They will hold discussions with grant agencies regarding the revised timing.

Mr. Anderson pointed out his most crucial decision regarding the Ocean Buffet lease. The current extension is set to expire on September 30, 2023. Initially, Alatus agreed to pay the $300,000 lease termination fee, which would be reimbursed through Tax Increment Financing (TIF). There is also a need to pursue special legislation for TIF flexibility in the Opportunity Site because the clock is ticking on the current district, and another year has been lost. Legislation could help Phase 1 of the Opportunity Site along with future phases.

Mr. Anderson noted a few options to address the Ocean Buffet lease. First, the City Council/EDA could extend the lease as it has been in the recent past, which would maintain the status quo at the site. The lease has already been extended six times. Another option is to move forward with buying out the lease now. Lastly, the City could allow the extension to expire.

Mr. Anderson stated the City may look to extend the lease for the seventh time. It may be the most straightforward action to take. The lease termination fee would be pushed out again to a new Alatus closing date. However, the exact timeline for Alatus is unknown, and the timeline may need to be extended again. There would be continued uncertainty for the existing business.

Mr. Anderson stated the City could opt for a lease buy-out. The City owes a lease termination fee to the tenant that would be paid upon closing with Alatus. Alatus was financing that fee for the City, but the City reimbursed Alatus with TIF. A buy-out of the fee could be negotiated now. The City would need to pay the fee now rather than later. However, the funds could come from existing TIF resources. The lease buy-out eliminates ongoing building management and future lease issues, removing another barrier to the site's development. It may be preferred by the business to have closure now rather than waiting for an uncertain date in the future.

Mr. Anderson added allowing the lease to expire is an option. That would lead to two potential outcomes. First, the tenant could exercise the option to extend the lease for five years and pay fair market rent. Alternatively, the tenant may not exercise its five-year option, in which case the lease would be terminated. If the five-year option is exercised, the site is tied up, hindering future redevelopment for up to five years. If the tenant does not extend the lease, they may close. The City may avoid the lease termination fee in that scenario, but the business has been anticipating this.

Councilmember/Commissioner Jerzak stated the lease has been extended several times, and there is no commitment on the site. Terminating the lease would save the City a potential $300,000 while costing closer to $40,000 on the front end. Then, the worst-case scenario is that Alatus drops out, and a minority-owned business would not be forced to relocate.

Mr. Anderson explained the lease expiration would likely result in the current tenant doing some deferred maintenance. After that point, there is a potential that the tenant would not be interested in extending the buy-out.

Councilmember/Commissioner Jerzak pointed out that the City Council/EDA has been unfairly subsidizing the business. The tenant needs to pay market value or vacate. Also, there is no official commitment from Alatus. Mr. Anderson agreed it is not financially feasible to extend the lease for six months, nor does it support the tenant's stability.

Mayor/President Graves stated she prefers the lease buy-out option. She added she isn't opposed to seeking out special TIF legislation. Councilmember/Commissioners Butler and Lawrence-Anderson agreed with Mayor/President Graves.

Councilmember/Commissioner Jerzak noted he isn't opposed to the preference of fellow Councilmembers. He suggested offering a fair-market value option for the buy-out as a compromise for all parties. Mr. Anderson agreed the fair-market value suggestion could be discussed with the tenant.

Mr. Anderson added the tenant would likely be most interested in a lease buy-out.

Councilmember/Commissioner Lawrence-Anderson asked what would happen with the building in the case of a buy-out. Mr. Anderson stated the site would likely be demolished, and the bid could be combined with the demolition of the Target building.

Councilmember/Commissioner Lawrence-Anderson asked what the loss in property taxes would be if the business were to be lost. Mr. Anderson noted the property is EDA-owned, so it should be tax-exempt. However, he would have to confirm that it is in place.

Councilmember/Commissioner Kragness asked if the buy-out fee goes down over time. Mr. Anderson stated the buy-out fee is $300,000 according to how the lease was written. However, it may be negotiated if the tenant is motivated to leave.

ESTABLISHING A NEW FEE FOR COMMERCIAL VACANT BUILDINGS

City Manager Reggie Edwards introduced the item and invited Mr. Anderson to continue the presentation.

Mr. Anderson stated the City has a vacant building program for residential and commercial properties. Properties that have been identified by city staff as vacant for 30 days or more are required to be registered. Staff will post the property as a vacant building and send a compliance notice to the owner of record to register. The current fee is $400 for the registration and $195 for the inspection. Both fees are paid together at the time of registration. When a property registers as a vacant building, code enforcement inspectors will complete a drive-by of the property periodically to ensure that the property is maintained and secured.

Mr. Anderson explained commercial properties are subject to the exact requirements. However, commercial properties often require additional staff time to monitor and coordinate maintenance with property management companies. Further, due to the time and financial commitment required to re-occupy or redevelop commercial properties, they are also vacant for longer periods than residential properties. There are currently five vacant commercial properties in the City.

Mr. Anderson stated City Council/EDA asked for an estimation of staff cost for monitoring the buildings. Code enforcement Staff has a pay rate of $35.81 per hour, not including the cost of benefits. Each visit is about 15 minutes daily, done about once per workday. That makes monitoring a vacant commercial building cost $44.76 per week. If staff monitors that property for an entire year, the cost is $2,327.65. This rate does not include any abatement, temporary securing of the building, or the use of police services for clearing the property or fire services.

Mr. Anderson added that if an average of one hour is assumed per week for Community Development staff to notify the property's owner due to the need for an abatement or temporary securing of the property, the cost would be $1,862.12 annually. The minimal total cost in staff time for monitoring and securing a property would be $4,189.77. This does not include the staff time required for the Brooklyn Center Police Department (BCPD) or Brooklyn Center Fire Department (BCFD) when they are needed to ensure the building's safety.

Mr. Anderson stated when a building requires BCPD services to clear a building or remove individuals from a site, the cost increases. BCPD estimates that clearing a building would require two police officers at a rate of $50 per hour, not including the cost of benefits. Depending on the building, it will take about 15-30 minutes, and if the call requires the officers to document and

write a report, the time would be 30 minutes to 1 hour. The average cost for BCPD services is from $50 to $100 per call. Staff estimates approximately two police visits per month. Staff estimates the annual cost for police service is $1,800. BCFD services are often not needed on routine vacant building calls, but when needed, they are usually related to the fire panel or alarm-related calls. They estimate their cost is a minimum of $200 per call. Staff estimates approximately one fire department visit per month. Staff estimates the annual cost for fire service is $2,400.

Mr. Anderson explained that the annual estimated staffing cost for commercial vacant properties is $8,389.38. Due to the increased staff time in monitoring commercial vacant properties, staff would like the City Council/EDA to consider adopting a separate commercial vacant building fee. Other cities in the metro area have a vacant building program. However, few cities differentiate between residential and commercial properties. Minneapolis and St. Paul have the most vigorous vacant building programs, and their fees vary depending on the length of vacancy and size of the building. For example, a vacant commercial building that is 100,000 sq. ft. would cost $1,318.00 in the City of St. Paul.

Mr. Anderson stated there are a few options. First, they could continue to charge $400 for the initial vacant building registration fee and $1,000 for the renewal. It would then be $3,000 in the third year. The next option would be to create an initial registration fee of $2,000 with a $5,000 renewal fee. Lastly, the City Council/EDA could create the initial registration fee of $1,000 with a $2,000 renewal fee.

Mr. Anderson stated a fee increase can be justified based on the cost of the regular visits made by inspection Staff. However, the higher fee may decrease the likelihood of a property owner voluntarily registering a property.

Mayor/President Graves stated the time frame matters. Therefore, it could make sense to keep the initial fee but to increase the charge for each vacancy year. The property value and size also make a difference. A bigger property requires more resources to monitor, but they also likely have more resources to pay for the fees.

Councilmember/Commissioner Jerzak stated it is important to keep it simple to keep the taxpayers free from additional burdens. He stated he is open to the staff's recommendation regarding the fee structure.

Councilmember/Commissioner Kragness asked if the fees could be charged upfront as a deposit. Then the fee could be reimbursed if there isn't a long vacancy. Mr. Anderson said something could be written to allow that process, similar to how the City handles mechanical fees.

Councilmember/Commissioner Lawrence-Anderson suggested tiering the renewal fee to promote shorter vacancies—also, the square footage matters because a Wal-Mart shouldn't pay the same as a small business.

Councilmember/Commissioner Butler stated she prefers the first option with the lower registration fee, but the tiered increases over time for vacancies. Mayor/President Graves noted her agreement.

UPCOMING ITEMS

- Memorial Policy
- Special Assessment Policy/Franchise Fees (referred to Financial Commission)
- Beautification and Public Art Commission
- Liquor Store 2
- Organizational Chart-Budget work sessions
- New and Repeat Type IV Rental License Review (referred to Housing Commission)
- Food Truck Ordinance/License
- Emerald Ash Borer Policy Review (referred to Park & Rec Commission November)
- Opioid Settlement
- ARPA Funds
- Grants: Revenues & Expenses
- Purchasing Policy
-
- Interveners Impact
- Revisit Resolution 2021-73

ADJOURNMENT

Councilmember/Commissioner Lawrence-Anderson moved, and Councilmember/ Commissioner Jerzak seconded adjournment of the City Council/Economic Development Authority Work Session at 9:39 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Shannon Pettit, Deputy City Clerk

SUBJECT: Approval of Licenses

Requested Council Action:

- *Motion to approve the licenses as presented.*

Background:

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

Mechanical

Kramer Mechanical Plbg & Heating
7860 Fawn Lake Dr NE, Stacy 55079

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	6/20/2023	Backup Material
Rentals	9/19/2023	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 9.25.23

Location Address	License Subtype	Renewal/Initial	Owner	Property Code Violations	License Type	Police CFS*	Final License Type**	Previous License Type***	Consecutive Type IV's
1821 Irving Ln	Single	Initial	R Hailemariam & A Balcha	42	Type IV	N/A	Type IV	N/A	0
2114 70th Ave N	Single	Initial	Dennis R Mejia/gloria Mejia	4	Type II	N/A	Type II	N/A	N/A
5309 Emerson Ave N	Single	Initial	BELLAGALA LLC	28	Type IV	N/A	Type IV	N/A	0
6925 Halifax Ave N	Single	Initial	EBENEZER AKINBAMIJO	9	Type IV	N/A	Type IV	N/A	0
3601 47th Ave N	Multiple Family 4 Bldgs 44 Units	Renewal	8411 Balboa Llc	205 = 4.7 per unit	Type IV	2 calls 11/20/22 Weapons 6/28/23 Disturbance	Type IV	Type IV	2
5803 Xerxes Ave N	Multiple Family 1 Bldg 143 Units	Renewal	Brooklyn Center AH II LLLP	155 = 1.1 per unit	Type II	1 call 9/18/22 Weapons	Type II	Type II	N/A
501 Bellvue La	Single	Renewal	Zoe & Bret Hildreth	1	Type I	N/A	Type I	Type II	N/A
904 53rd Ave N	Single	Renewal	Moshe Vorotinov	5	Type II	N/A	Type II	Type I	N/A
3100 Thurber Rd	Single	Renewal	Tyler Henderson	6	Type III	N/A	Type IV	Type IV	3
3106 64th Ave N	Single	Renewal	IH2 PROPERTY BORROWER LP	7	Type III	N/A	Type III	Type II	N/A
3213 Quarles Rd	Single	Renewal	Infinite Property Llc	2	Type I	N/A	Type I	Type I	N/A
3300 67th Ave N	Single	Renewal	Sergey Kunin & Marina Kunin	0	Type I	N/A	Type I	Type I	N/A
5218 Paul Dr	Single	Renewal	Sj & Olas Properties Llc	12	Type IV	N/A	Type IV	Type III	0
5330 Girard Ave N	Single	Renewal	C Bright/wagner Prop Rnt Llc	3	Type II	N/A	Type III	Type III	N/A
5819 Knox Ave N	Single	Renewal	G.b. Homes Llc	15	Type IV	N/A	Type IV	Type II	0
5931 Zenith Ave N	Single	Renewal	Ih3 Property Minnesota Lp	0	Type I	N/A	Type I	Type IV	N/A

5937 York Ave N	Single	Renewal	Key Lime Realty, LLC	5	Type II	N/A	Type II	Type IV	N/A
6018 Admiral Pl	Single	Renewal	Lutheran Social Services	9	Type IV	N/A	Type IV	Type II	0
6319 Indiana Ave N	Single	Renewal	Adegbola Fola Ogundipe	1	Type I	N/A	Type I	Type I	N/A
6430 Lee Ave N	Single	Renewal	Infinite Property Llc	0	Type I	N/A	Type I	Type I	N/A
6800 Scott Ave N	Single	Renewal	Golden Touch Holdings	9	Type IV	N/A	Type IV	Type IV	3
7200 Lee Ave N	Single	Renewal	LSF9 MASTER PARTICIPATION TR	0	Type I	N/A	Type IV	Type IV	4

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

**License type being issued

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

All properties are current on City utilities and property taxes

Council Regular Meeting

DATE: 9/25/2023

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

SUBJECT: Resolution Accepting Work Performed and Authorizing Final Payment, Improvement Project No. 2021-12, 2022 53rd Avenue Mill and Overlay Project

Requested Council Action:

- Motion to approve a resolution accepting work performed and authorizing final payment, Improvement Project No. 2021-12, 2022 53rd Avenue Mill and Overlay Project.

Background:

On March 28, 2022, the City Council awarded Improvement Project No. 2021-12 to GMH Asphalt Corporation of Chaska, Minnesota for construction of the 2022 53rd Avenue Mill and Overlay Project. GMH Asphalt Corporation has successfully completed the construction work.

Budget Issues:

The original contract amount with GMH Asphalt Corporation for the project improvements was $606,603.85. The total value of work certified for final payment to GHM Asphalt Corporation is $511,580.91. The total project cost is $965,605.10 including work completed in 2021. The project was completed 23% percent under budget in the amount of $293,949.50. This total cost includes both construction costs, that were completed by outside contractors, as well as staff time for administration and engineering. The total value of work certified for final payment to GMH Asphalt Corporation is $511,580.91, which is under the original contract amount of $606,006.85.

Inclusive Community Engagement:

NA

Antiracist/Equity Policy Effect:

NA

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/18/2023	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK PERFORMED AND AUTHORIZING FINAL PAYMENT, IMPROVEMENT PROJECT NO. 2021-12, 2022 53RD AVENUE MILL AND OVERLAY PROJECT

WHEREAS, pursuant to a written contract signed with the City of Brooklyn Center, Minnesota, GMH Asphalt Corporation of Chaska, Minnesota has completed the following improvements in accordance with said contract:

Improvement Project No. 2021-12, 2022 53rd Avenue Mill and Overlay Project

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 No. 2021-12, 2022 53rd Avenue Mill and Overlay Project, taking the contractor's receipt in full. The total amount to be paid for said improvements under said contract shall be $511,580.91.

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

COSTS	As Awarded	As Final
Contract	$ 606,003.85	$ 511,580.91
Contingency	$ 114,000.00	$ -0-
Subtotal Construction Cost	$ 720,003.85	$ 511,580.91
Admin/Legal/Engr.	$ 125,000.00	$ 39,473.44
Total Estimated Project Cost	$ 845,003.85	$ 551,054.35
Utility and Concrete Imp. (2021)	$ 414,550.75	$ 414,550.75
Total Estimated Project Cost	$ 1,259,554.60	$ 965,605.10

RESOLUTION NO. _____

REVENUES	As Awarded	As Final
Sanitary Sewer Utility (2021)	$ 147,516.00	$ 147,516.00
Water Utility Fund (2021)	$ 29,632.00	$ 29,632.00
Storm Drainage Utility Fund (2021)	$ 4,750.00	$ 4,750.00
Municipal State Aid Fund (2021)	$ 232,652.75	$ 232,652.75
Municipal State Aid Fund	$ 422,381.92	$ 275,339.67
Minneapolis Funds	$ 422,381.93	$ 275,339.68
Miscellaneous (plan sales)	$ 240.00	$ 375.00
Total Estimated Revenue	$ 1,259,554.60	$ 965,605.10

September 25, 2023
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: 9/25/2023

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

SUBJECT: Resolution Accepting Feasibility Report and Calling for an Improvement Public Hearing for Improvement Project No. 2024-01, Orchard Lane East Improvements

Requested Council Action:

- Motion to approve a resolution accepting feasibility report and calling for an improvement public hearing for Improvement Project No. 2024-01, Orchard Lane East Improvements.

Background:

The Orchard Lane Area is identified in the Capital Improvement Program (CIP), and is slated for improvements during the 2024 and 2025 construction season. The attached feasibility report provides a summary of the project evaluation process and preliminary street and utility improvements.

A neighborhood open house was held on August 3, 2023, invitations for the meeting were mailed to properties and sign boards were placed in the neighborhood prior to the meeting. The goal of the meeting was to provide project information to property owners and residents, and gain input from the public on potential project upgrades. Each attendee was able to discuss how the project would impact their home. Some voiced concerns about driveway access during construction. Miscellaneous questions were asked about private utilities and the assessment process. All attendees seemed satisfied with having their questions answered, and many expressed intertest in personal follow-up when construction begins. A formal presentation of the feasibility for the project is planned at the public hearing. In addition to the neighborhood meeting, surveys regarding the project and existing conditions were mailed to residents and made available online. The majority of survey responses indicated the properties had not had issues with flooding, sanitary services, or water services. Overall, the resident responses were not in favor of additional sidewalk or street lighting.

The attached resolution declares certain project costs to be assessed for the Orchard Lane East Improvements and calls for an improvement public hearing on October 23, 2023. If approved by the City Council, legal notice would be published, and all property owners who could potentially be assessed for improvements would receive a Notice of Improvement Public Hearing via mail. Staff recommends that the City Council consider establishing the 2024 special assessment rates in November 2023, and holding the special assessment public hearing in December 2023.

Budget Issues:

The total project cost for the Orchard Lane East Improvements is estimated to be $11,792,000. Funding sources for the project are proposed from a variety of sources as described in the feasibility report. The Draft Special Assessment Levy Roll for Improvement Project No. 2024-01 is included in Appendix A of the feasibility report.

Inclusive Community Engagement:

NA

Antiracist/Equity Policy Effect:

NA

Strategic Priorities and Values:

Key Transportation Investments

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/18/2023	Resolution Letter
Orchard Lane East Improvements Feasibility Report	9/20/2023	Backup Material

Member introduced the following resolution and moved its adoption:

RESOLUTION NO._____

RESOLUTION ACCEPTING FEASIBILITY REPORT AND CALLING FOR AN IMPROVEMENT PUBLIC HEARING FOR IMPROVEMENT PROJECT NO. 2024-01, ORCHARD LANE EAST IMPROVEMENTS

WHEREAS, a feasibility report outlining the proposed improvements to the streets, storm drainage system and public utilities in Orchard Lane East area has been prepared; and

WHEREAS, the City Engineer has prepared said report and recommends that the proposed improvements be considered; and

WHEREAS, a portion of the cost of street improvements for said project is proposed to be assessed against properties within the project area; and

WHEREAS, the total project cost for the Orchard Lane East Improvements is estimated to be $11,792,000; the total cost of the street improvement portion of said project is estimated to be $4,940,000 and the project funding sources are currently estimated to be:

Special Assessments	$ 1,496,129.37
Sanitary Sewer Utility Fund	$ 1,990,000.00
Water Utility Fund	$ 3,978,000.00
Storm Drainage Utility Fund	$ 884,000.00
Street Reconstruction Fund	$ 3,443,870.63
Total	$ 11,792,000.00

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

1. The Engineer's Feasibility Report for the Orchard Lane East Improvements is received and accepted.

2. Notice is hereby given that an improvement public hearing will be held on the 23rd day of October, 2023, at 7:00 p.m. or as soon thereafter as part of the regular City Council meeting as the matter may be heard to pass upon said improvement project and at such time and place all persons owning property affected by said improvements will be given the opportunity to be heard with reference to said improvements.

3. The City Clerk is directed to cause a notice of the improvement public hearing to be published in the official newspaper at least two weeks prior to the public hearing, and shall state in the notice the total cost of the improvement.

RESOLUTION NO. _____

September 25, 2023 _____
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.

Feasibility Report For
Orchard Lane East Improvements

City Improvement Project No. 2024-01

City of Brooklyn Center, Minnesota

Prepared by Alliant Engineering
September 25, 2023

ALLIANT

www.alliant-inc.com
612.758.3080 MAIN | 612.758.3099 FAX
733 Marquette Avenue, Suite 700
Minneapolis, MN 55402

Feasibility Report

for

Orchard Lane East Improvements

City Improvement Project No. 2024-01
City of Brooklyn Center, Minnesota

September 25, 2023

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Nick Turner	54334	09/19/2023
Nick Turner	Reg. No.	Date

REVIEWED:

Lydia Ener, PE	Date

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Feasibility Report

for Orchard Lane East Improvements

City Improvement Project No. 2024-01

I. BACKGROUND

2024 is the City of Brooklyn Center's 31st year of its long-range infrastructure rehabilitation program. This program has consisted of a systematic rehabilitation and/or replacement of the City's aging streets, water main, sanitary sewer, storm sewers, sidewalks, and streetlights.

The City's Capital Improvement Program identifies the Orchard Lane East neighborhood for pavement replacement and utilities improvements. The improvement areas are shown in Figure 1; the improvements are described below in Table 1:

Table 1: Project Limits

Segment	Extent	Improvements
64th Avenue N	Noble to Major	Reclaim Pavement, Sanitary, Watermain
64th Avenue N	Major to June	Reclaim Pavement, Watermain
65th Avenue N	Orchard to Indiana	Reclaim Pavement, ADA, Storm, Watermain
65th Avenue N	Indiana to Brooklyn	Reclaim Pavement, ADA, Storm, Sanitary, Watermain
Winchester Lane N	Noble to Indiana	Reclaim Pavement, Sanitary, Watermain
66th Avenue N	Orchard to Indiana	Reclaim Pavement, Watermain
Martin Drive	Indiana to 65th	Reclaim Pavement, Storm, Watermain
Indiana Avenue N	63rd to 66th	Reclaim Pavement, Storm
June Avenue N	63rd to 65th	Reclaim Pavement, Sanitary, Watermain
Kyle Avenue N	63rd to 64th	Reclaim Pavement, Sanitary, Watermain
Kyle Avenue N	64th to 65th	Reclaim Pavement, Sanitary, Watermain
Lee Avenue N	63rd to Kathrene	Reclaim Pavement, Watermain
Lee Avenue N	Kathrene to I-694	Reclaim Pavement, Sanitary, Watermain
Major Avenue N	64rd to 65th	Reclaim Pavement, Sanitary
Kathrene Drive	63rd to Lee	Reclaim Pavement, Sanitary, Watermain
Noble Avenue N	Eleanor to 66th	Reclaim Pavement, Sanitary, Watermain
Eleanor Lane	Orchard to Noble	Reclaim Pavement, Sanitary, Watermain
Orchard Avenue N	63rd to Eleanor	Reclaim Pavement, Sanitary, Watermain
Orchard Avenue N	Eleanor to 65th	Reclaim Pavement, Sanitary
Orchard Avenue N	65th to 66th	Reclaim Pavement, Parking, Storm, Watermain

II. PROJECT AREA

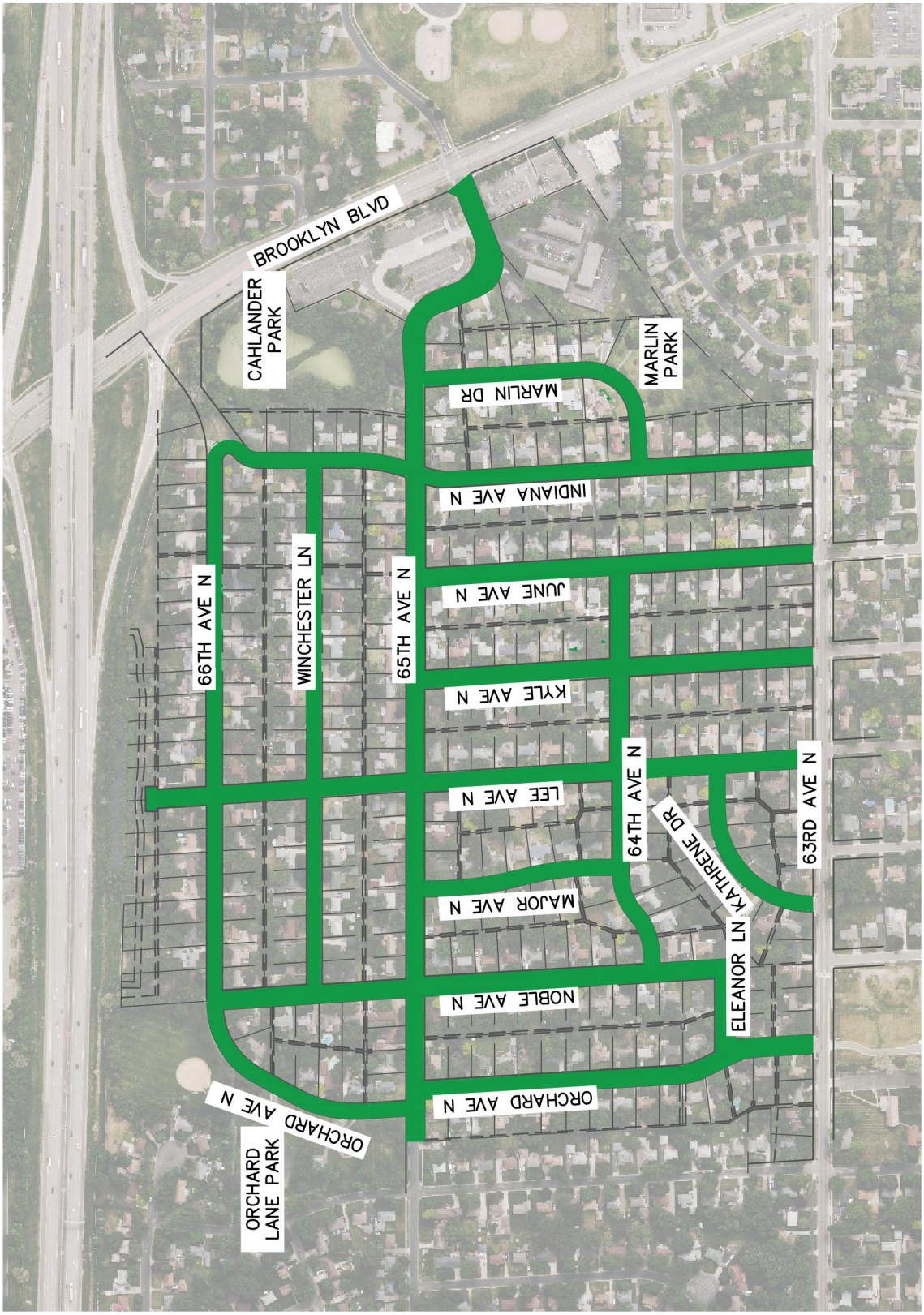
This report was prepared in accordance with the scope of work outlined in the professional services agreement authorized by City Council Resolution No. 2023-65 dated May 22, 2023. A property questionnaire and letter have been distributed as part of the project evaluation process. A public informational meeting with property owners and residents located near the project area was held on August 3rd. A copy of the questionnaire is provided in Appendix A.

The 2024 project area consists of approximately 21,560 linear feet (4.08 miles) of streets. The project consists of the following type parcels:

Table 2: Parcel Types

Segment	Residential	Commercial/Industrial
64th Avenue N	9-R1	0
65th Avenue N	24-R1, 1-R5	1-O2, 1-C1, 1-C1/R5/R4
Winchester Lane N	42-R1	0
66th Avenue N	47-R1	0
Martin Drive	14-R1	0
Indiana Avenue N	36-R1	0
June Avenue N	31-R1	0
Kyle Avenue N	32-R1	0
Lee Avenue N	26-R1	0
Major Avenue N	14-R1	0
Kathrene Drive	12-R1	0
Noble Avenue N	27-R1	0
Eleanor Lane	3-R1	0
Orchard Avenue N	37-R1	0

Figure 1 – Project Area



III. EXISTING CONDITIONS & PROPOSED IMPROVEMENTS

Based on age, condition, and extensive maintenance needs of the existing roadways and public utilities, the recommended improvements are described below.

In accordance with the Complete Streets Policy adopted by the City in 2013, all streets and trail projects, including design planning, reconstruction, rehabilitation, maintenance, or operation by the City of Brooklyn Center shall be designed and executed in a responsible, equitable, and financially reasonable way to accommodate and encourage travel by bicyclists, pedestrians, public transportation, emergency, and commercial vehicles in a balanced manner. Implementation of the City's Complete Street Policy ensures that the needs and safety of pedestrians, bicyclists, motorists, and transit riders of all ages and abilities are considered in the design and operation of roads.

A. Streets, Sidewalks, Trails, & Parks

EXISTING CONDITIONS

- The project area was last reconstructed in 1996; no roads in the project area are designated Municipal State Aid (MSA) routes. Each existing street is a 30 feet wide urban section with concrete curb and gutter, except for 65th Avenue east of Marlin Drive, which is a 40 feet wide urban section with concrete curb and gutter and includes a raised concrete island.
- Orchard Lane Park includes a parking lot which is in poor condition. Additionally, a parking pull-out bay exists on Orchard Avenue N at the northern end of the park.
- A concrete sidewalk exists along the entire south side of 65th Avenue North from Perry Avenue N to Brooklyn Boulevard. This sidewalk has been evaluated for ADA compliance issues. A trail exists adjacent to the project area along 63rd Avenue North, but this trail is outside the project area.
- The CIP identified the pavement in this project area as recommended for replacement.
- Soil borings and pavement core measurements were conducted at 33 locations within the project area. These measurements revealed that the existing pavement sections within the project area consists of an average 4.25 inches of bituminous pavement and 6.75 inches thickness of aggregate base over a fine to coarse granular subgrade material. This underlying pavement structure is generally stable for most of the roadway.
- Additionally, limited sections of deteriorated concrete curb and gutter were identified within the project area.

- 3 city park properties are within the project area: Marlin Park, Cahlander Park, and Orchard Lane Park. Trails and playground equipment are in good condition. A basketball court and parking lot at Orchard Lane Park are in poor condition.

PROPOSED IMPROVEMENTS

- Based on the Geotechnical Evaluation Report by Braun Intertec (dated June 1, 2023), the recommended pavement improvement consists of a full depth reclamation of the existing pavement. The existing concrete curb and gutter has not exceeded its life expectancy and can be suitably rehabilitated with spot repairs.
- Approximately 50% of the concrete curb and gutter and concrete driveway aprons are estimated to be replaced due to impacts caused by construction of watermain, storm sewer, and sanitary sewer.
- Parking for Orchard Lane Park will be reconfigured to include a parking lane on Orchard Avenue N near the south end of the park, similar to the parking lane at the north end of the park. The total number of parking spaces in this area is not expected to change.
- Mixed-use trails in Orchard Lane Park and Marlin Park are under consideration for rehabilitation depending on final project scope.
- A basketball court in Orchard Lane Park will be replaced with this project.
- Pedestrian ramps along the south side of 65th Avenue N will be upgraded to meet ADA requirements.
- All boulevard and park trees in the project area will be evaluated for species and health. All ash trees, and any diseased trees, will be removed.

B. Storm Sewer

EXISTING CONDITIONS

- The existing storm sewer consists of 12” to 60” pipe with two trunk lines running east on 65th Avenue N. Most of the storm sewer was installed in 1996, with some older storm sewer along 65th Avenue N, along side lot easements and rear lot easements.
- The majority of storm sewer flows to an existing pond at Cahlander Park. The remainder of the storm sewer flows to existing storm sewer infrastructure along 63rd Avenue N. All storm sewer within the project site will ultimately discharge to Shingle Creek.
- All storm sewer in the project area was televised to assess the condition. Most instances of storm sewer damage are on the two trunk lines running on 65th Avenue N. Documented damages include cracks, infiltration, root intrusion, and sediment deposits.

- Sinking storm sewer was also documented in storm sewer near Marlin Park, resulting in Indiana Avenue N not properly draining.

PROPOSED IMPROVEMENTS

- Proposed repairs to the storm sewer system will address sections with documented damage.
  - Documented cases of crrracks, root intrusion, and infiltration would be repaired with lining or spot repairs. Intrusive roots will be removed.
  - Documented cases of deposits would be cleaned out.
- Storm sewer entering and leaving Marlin Park and at the intersection of Marlin Dr and Indiana Ave N will be replaced and/or rerouted.
- Spread Calculations will be calculated based on 2023 rainfall data to determine if additional storm sewer infrastructure will be needed to prevent roadway flooding.
- Low point locations will be reviewed to ensure a catch basin is located at every point.
- The City has determined that this project does not need any additional permanent storm water treatment BMPs; the existing conditions meet the requirements of the Municipal Stormwater Permit (MS4).

C. Sanitary Sewer

EXISTING CONDITIONS

- Existing sanitary sewer consists of 8” pipe (except for the 12” pipe on 65th Avenue N) of which 50% is Vitrified Clay Pipe or Clay Tile Pipe installed in the late 1950’s, and 50% was replaced with PVC 1996.
- All sanitary sewer in the project area was televised to assess the condition. Issues with cracks, root intrusions, and blockages were identified which impact the efficacy or integrity of the pipe.

PROPOSED IMPROVEMENTS

- Approximately 10% of the sanitary sewer pipe in the project area has been identified as compromised and will be replaced. Sanitary service lines will be replaced where the main is replaced.
- All clay pipe in the project area which is in good condition will be rehabilitated using trenchless construction methods.
- All PCV pipes in the project area which is in good condition do not require any improvement.

D. Water System

EXISTING CONDITIONS

- The existing watermain consists of 6” to 12” cast iron pipe and was installed in the 1950’s and 60’s. Based on current maintenance records, 10 watermain breaks have occurred in the project area since the watermain was installed.
- One 12” watermain was installed on 66th Avenue N in 1973 to connect to another neighborhood with a 12” line to the north and to a 16” line to the east.
- Watermains on 65th Avenue N and Orchard Avenue N between Eleanor Lane and 65th Avenue N were replaced in 1996.
- Two properties in the project area have reported a frozen water service.

PROPOSED IMPROVEMENTS

- Watermain which predates the 1996 improvements will be replaced in the project area. Water services will be replaced wherever the main is replaced.
- All old and abandoned water pipes in the project area will be removed whenever possible.
- All water services with less than 4’ of cover will be insulated to prevent freezing.
- All hydrants and hydrant valves in the project area are to be replaced.
- A new valve will be added on the 16” watermain that connects to the east end of the project area at 66th Avenue N for better isolation. This valve is part of the final design evaluation.
- Watermain lines at 65th Avenue N and Indiana Avenue N will be connected to improve the redundancy and resiliency of the network. This connection is part of the final design evaluation.

E. Street Lights

EXISTING CONDITIONS

- City evaluation of the existing lights found them to be fiber glass street lights with LED fixtures and generally in good condition. 24 street lights exist in the project area.

PROPOSED IMPROVEMENTS

- No street light improvements are anticipated with the project.

IV. RIGHT-OF-WAY AND EASEMENTS

Generally, all public infrastructure owned, managed, maintained, and operated by the City throughout the project areas are located within City easements and/or right-of-way. It is not anticipated that the City will need to obtain any additional easement for any existing or proposed improvements located within the roadways or trail. If necessary, any identified easement needs during final design will be further coordinated with the City Attorney and identified property owners.

V. RESIDENT ENGAGEMENT

A total of nineteen survey responses were received by mail and fifteen online. The majority of responses indicated the properties had not had issues with flooding, sanitary services, or water services. Overall, the resident responses were not in favor of additional sidewalk or street lighting. Miscellaneous comments were received as well regarding private utilities, maintenance issues, and snow plowing.

Nine residents attended the open house for the project on 8/3/2023. Each attendee was able to discuss how the project would impact their home. Some voiced concerns about driveway access during construction. Miscellaneous questions were asked about private utilities and the assessment process. All attendees seemed satisfied with having their questions answered, and many expressed intertest in personal follow-up when construction begins.

VI. ESTIMATED COSTS AND FUNDING CONSIDERATIONS

The total estimated cost of the project is $11,792,000. Table 3 provides a summary of the estimated project costs and revenue sources in greater detail. This preliminary estimate includes the cost for project administration, legal, engineering, and construction contingency.

Table 3. Cost and Funding

Improvement Project No. 2024-01
Orchard Lane East Improvements
Feasibility Report, September 15, 2023

	Streets	Storm Drainage	Water Main	Sanitary Sewer	Street Lights	Estimated Total
Estimated Expenditures						
Estimated Constrution Cost Street & Utility	$ 3,800,000	$ 680,000	$ 3,060,000	$ 1,530,000	$ -	$ 9,070,000
Contingencies (15%)	$ 570,000	$ 102,000	$ 459,000	$ 230,000	$ -	$ 1,361,000
Administration, Engineering, Legal (15%)	$ 570,000	$ 102,000	$ 459,000	$ 230,000	$ -	$ 1,361,000
Total Estimated Project Costs (Feasibility)	$ 4,940,000	$ 884,000	$ 3,978,000	$ 1,990,000	$ -	$ 11,792,000
Estimated Revenue						
Street Special Assessments	$ 1,496,129.37					$ 1,496,129
Street Reconstruction Fund	$ 3,443,870.63					$ 3,443,871
Storm Drainage Utility Fund		$ 884,000				$ 884,000
Water Utility Fund			$ 3,978,000			$ 3,978,000
Sanitary Sewer Utility Fund				$ 1,990,000		$ 1,990,000
Street Light Utility Fund					$ -	$ -
						$ -
Total Estimated Revenue (Feasibility)	$ 4,940,000	$ 884,000	$ 3,978,000	$ 1,990,000	$ -	$ 11,792,000

SPECIAL ASSESSMENTS

Special assessments for street improvements are proposed in accordance with the City's Assessment Policy. Proposed assessments for R1, R5, O2, and C1/R4/R5 zoned parcels contained within the project area, as calculated by City of Brooklyn Center staff, are summarized below in Table 4. The full assessment roll is provided in Appendix B.

Table 4: Proposed Pending Special Assessments

Classification	Draft Assessment (USD)
R1-Single Family Residence (each)	$4,015.00
R5 Multi-Family Residence (3907 65th Avenue North)	$35,177.78
MX-N2 Mixed-Use (6437 65th Avenue North)	$12,516.14
MX-N2 Mixed-Use (6503 65th Avenue North)	$35,155.45

VII. RECOMMENDED PROJECT SCHEDULE

The expected schedule is summarized in Table 5:

Table 5: Preliminary Project Schedule

Action	Target Date
City Council Receives Feasibility Report, Declares Cost to be Assessed and Calls for Public Hearings	September 25, 2023
City Council Holds Public Hearing, Authorizes the Project and Orders Preparation of Plans and Specifications	October, 2023
City Council Approves Plans and Specifications and Authorizes Advertisement for Bids	Jan/Feb, 2024
City Council Considers Award of Contract	March, 2024
Start Project Construction	April, 2024
Construction Substantially Complete (after two construction seasons)	September, 2025

VIII. CONCLUSIONS AND RECOMMENDATIONS

The overall condition of the City's street and utility infrastructure systems is critical to the operation, safety, welfare, and economic health of the entire community. As a result of the infrastructure needs described and the proposed solution and estimated costs provided in this report, the proposed project is necessary, cost-effective, and feasible.

Appendices

to the

Feasibility Report

for Orchard Lane East Improvements

City Improvement Project No. 2024-01

Appendix A, Resident Questionnaire..... A-3 – A-3

Appendix B, Assessment Roll and Map..... B-1 – B-9

Appendix A

Resident Questionnaire

Appendix A

Resident Questionnaire

This questionnaire will help the City of Brooklyn Center Engineering staff to better understand the infrastructure needs and issues in your neighborhood. This survey can be returned in person or by mail to: City of Brooklyn Center/Engineering Division, 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430; by email at: publicworks@ci.brooklyn-center.mn.us, or you can take the survey online by going to https://arcg.is/0LevKy1 or scan the QR code on the back. Please return this survey by **August 1, 2023**. You may also contact us at 763-585-7100 to discuss these issues.

1. Contact Information:

   Name:

   Address:

   Email Address:

   Do you want us to email you neighborhood construction project updates? ☐ Yes ☐ No

   Phone Number:

   Do you want us to text you neighborhood construction project updates? ☐ Yes ☐ No

2. Sanitary Sewer: Have you experienced any problems with sanitary sewer service, such as line plugging or having the service cleaned out to the street? If yes, how often?

3. Storm Drainage System: Do you have a problem with drainage or flooding in the street, your yard or basement?

_____

_____

_____

4. Do you have a lawn irrigation or sprinkler system located within your property?

Please circle one: Yes No

5. Water System: Do you experience problems relating to the water distribution system such as water pressure, taste, odor or color?

_____

_____

_____

6. Do you have a sump pump in your basement?

Please circle one:

A. Yes, my sump pump runs frequently (at least once every day)

B. Yes, my sump pump runs less frequently

C. No, I do not have a sump pump or do not use my sump pump

D. Unknown

7. Do you have draintile on your property?

Please circle one:

A. Yes, it drains to the yard

B. Yes, it connects to the storm sewer system

C. No, I do not have draintile on my property.

D. Unknown

8. The City's policy pertaining to sidewalk improvements is that sidewalks are not typically installed on local "residential" streets unless the City Council orders the construction of sidewalks when such construction is warranted. Do you feel your neighborhood needs additional sidewalks?

   Please circle one: Yes No

   If yes, where?

_____

_____

9. The City's policy pertaining to spacing of existing street lights is to provide for lighting at intersections and at mid-block locations where spacing exceeds 700-feet. Do you feel your neighborhood needs additional street lighting?

   Please circle one: Yes No

   If yes, where?

_____

_____

_____

10. What other concerns, comments and/or issues do you have pertaining to the streets, sidewalks, utilities, etc., in your neighborhood?

_____

_____

_____

Should you have questions or need more information, please contact the Engineering Division at 763-569-3340.



Please return by **August 1, 2023** to:
Engineering Division
City of Brooklyn Center
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430
Email: publicworks@ci.brooklyn-center.mn.us

Appendix B

Assessment Roll and Map

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL

September 25, 2023

2024 ORCHARD LANE EAST IMPROVEMENTS

IMPROVEMENT PROJECT NO. 2024-01

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921320067	4300	63rd Avenue North		$ 4,015.00	R1
3411921320001	4500	63rd Avenue North		$ 4,015.00	R1
3411921320056	4518	63rd Avenue North		$ 4,015.00	R1
3411921320075	4309	64th Avenue North		$ 4,015.00	R1
3411921320035	4501	64th Avenue North		$ 4,015.00	R1
3411921320009	4506	64th Avenue North		$ 4,015.00	R1
3411921320036	4507	64th Avenue North		$ 4,015.00	R1
3411921320037	4513	64th Avenue North		$ 4,015.00	R1
3411921320038	4601	64th Avenue North		$ 4,015.00	R1
3411921320025	4606	64th Avenue North		$ 4,015.00	R1
3411921320039	4607	64th Avenue North		$ 4,015.00	R1
3411921320040	4613	64th Avenue North		$ 4,015.00	R1
3411921320041	4619	64th Avenue North		$ 4,015.00	R1
3411921310081	3907	65th Avenue North		$ 35,177.78	R5
3411921310083	4001	65th Avenue North		$ 4,015.00	R1
3411921310084	4007	65th Avenue North		$ 4,015.00	R1
3411921310085	4013	65th Avenue North		$ 4,015.00	R1
3411921310086	4023	65th Avenue North		$ 4,015.00	R1
3411921310065	4107	65th Avenue North		$ 4,015.00	R1
3411921240018	4112	65th Avenue North		$ 4,015.00	R1
3411921240050	4200	65th Avenue North		$ 4,015.00	R1
3411921310032	4201	65th Avenue North		$ 4,015.00	R1
3411921240049	4206	65th Avenue North		$ 4,015.00	R1
3411921240048	4212	65th Avenue North		$ 4,015.00	R1
3411921240047	4218	65th Avenue North		$ 4,015.00	R1
3411921230066	4300	65th Avenue North		$ 4,015.00	R1
3411921230065	4306	65th Avenue North		$ 4,015.00	R1
3411921230064	4312	65th Avenue North		$ 4,015.00	R1
3411921230063	4318	65th Avenue North		$ 4,015.00	R1
3411921230062	4400	65th Avenue North		$ 4,015.00	R1
3411921320108	4401	65th Avenue North		$ 4,015.00	R1
3411921230061	4406	65th Avenue North		$ 4,015.00	R1
3411921230060	4412	65th Avenue North		$ 4,015.00	R1
3411921230059	4418	65th Avenue North		$ 4,015.00	R1
3411921230082	4500	65th Avenue North		$ 4,015.00	R1
3411921230081	4506	65th Avenue North		$ 4,015.00	R1
3411921320017	4507	65th Avenue North		$ 4,015.00	R1
3411921230080	4512	65th Avenue North		$ 4,015.00	R1
3411921230079	4518	65th Avenue North		$ 4,015.00	R1
3411921230078	4600	65th Avenue North		$ 4,015.00	R1
3411921230077	4606	65th Avenue North		$ 4,015.00	R1
3411921230076	4612	65th Avenue North		$ 4,015.00	R1
3411921230075	4618	65th Avenue North		$ 4,015.00	R1
3311921140009	4706	65th Avenue North		$ 4,015.00	R1
3311921140010	4712	65th Avenue North		$ 4,015.00	R1
3411921240025	4110	66th Avenue North		$ 4,015.00	R1
3411921240026	4200	66th Avenue North		$ 4,015.00	R1
3411921240032	4201	66th Avenue North		$ 4,015.00	R1

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PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921240027	4206	66th Avenue North		$ 4,015.00	R1
3411921240033	4207	66th Avenue North		$ 4,015.00	R1
3411921240028	4212	66th Avenue North		$ 4,015.00	R1
3411921240034	4213	66th Avenue North		$ 4,015.00	R1
3411921240029	4218	66th Avenue North		$ 4,015.00	R1
3411921240035	4219	66th Avenue North		$ 4,015.00	R1
3411921240030	4224	66th Avenue North		$ 4,015.00	R1
3411921240036	4225	66th Avenue North		$ 4,015.00	R1
3411921240031	4230	66th Avenue North		$ 4,015.00	R1
3411921230003	4300	66th Avenue North		$ 4,015.00	R1
3411921230035	4301	66th Avenue North		$ 4,015.00	R1
3411921230004	4306	66th Avenue North		$ 4,015.00	R1
3411921230036	4307	66th Avenue North		$ 4,015.00	R1
3411921230005	4312	66th Avenue North		$ 4,015.00	R1
3411921230037	4313	66th Avenue North		$ 4,015.00	R1
3411921230006	4318	66th Avenue North		$ 4,015.00	R1
3411921230038	4319	66th Avenue North		$ 4,015.00	R1
3411921230007	4400	66th Avenue North		$ 4,015.00	R1
3411921230039	4401	66th Avenue North		$ 4,015.00	R1
3411921230108	4406	66th Avenue North		$ 4,015.00	R1
3411921230040	4407	66th Avenue North		$ 4,015.00	R1
3411921230009	4412	66th Avenue North		$ 4,015.00	R1
3411921230041	4413	66th Avenue North		$ 4,015.00	R1
3411921230103	4418	66th Avenue North		$ 4,015.00	R1
3411921230042	4419	66th Avenue North		$ 4,015.00	R1
3411921230100	4500	66th Avenue North		$ 4,015.00	R1
3411921230019	4501	66th Avenue North		$ 4,015.00	R1
3411921230102	4506	66th Avenue North		$ 4,015.00	R1
3411921230020	4507	66th Avenue North		$ 4,015.00	R1
3411921230110	4512	66th Avenue North		$ 4,015.00	R1
3411921230021	4513	66th Avenue North		$ 4,015.00	R1
3411921230014	4518	66th Avenue North		$ 4,015.00	R1
3411921230022	4519	66th Avenue North		$ 4,015.00	R1
3411921230105	4600	66th Avenue North		$ 4,015.00	R1
3411921230023	4601	66th Avenue North		$ 4,015.00	R1
3411921230109	4606	66th Avenue North		$ 4,015.00	R1
3411921230024	4607	66th Avenue North		$ 4,015.00	R1
3411921230104	4612	66th Avenue North		$ 4,015.00	R1
3411921230025	4613	66th Avenue North		$ 4,015.00	R1
3411921230101	4618	66th Avenue North		$ 4,015.00	R1
3411921230026	4619	66th Avenue North		$ 4,015.00	R1
3411921310111	6437	Brooklyn Boulevard		$ 12,516.14	MX-N2
3411921240055	6503	Brooklyn Boulevard		$ 35,155.45	MX-N2
3311921410012	4700	Eleanor Lane		$ 4,015.00	R1
3311921410025	4701	Eleanor Lane		$ 4,015.00	R1
3311921410026	4707	Eleanor Lane		$ 4,015.00	R1
3411921310099	6306	Indiana Avenue North		$ 4,015.00	R1
3411921310046	6307	Indiana Avenue North		$ 4,015.00	R1

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PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921310098	6312	Indiana Avenue North		$ 4,015.00	R1
3411921310045	6313	Indiana Avenue North		$ 4,015.00	R1
3411921310097	6318	Indiana Avenue North		$ 4,015.00	R1
3411921310044	6319	Indiana Avenue North		$ 4,015.00	R1
3411921310096	6324	Indiana Avenue North		$ 4,015.00	R1
3411921310043	6325	Indiana Avenue North		$ 4,015.00	R1
3411921310095	6330	Indiana Avenue North		$ 4,015.00	R1
3411921310042	6331	Indiana Avenue North		$ 4,015.00	R1
3411921310041	6337	Indiana Avenue North		$ 4,015.00	R1
3411921310040	6343	Indiana Avenue North		$ 4,015.00	R1
3411921310039	6401	Indiana Avenue North		$ 4,015.00	R1
3411921310074	6406	Indiana Avenue North		$ 4,015.00	R1
3411921310038	6407	Indiana Avenue North		$ 4,015.00	R1
3411921310075	6412	Indiana Avenue North		$ 4,015.00	R1
3411921310037	6413	Indiana Avenue North		$ 4,015.00	R1
3411921310076	6418	Indiana Avenue North		$ 4,015.00	R1
3411921310036	6419	Indiana Avenue North		$ 4,015.00	R1
3411921310077	6424	Indiana Avenue North		$ 4,015.00	R1
3411921310035	6425	Indiana Avenue North		$ 4,015.00	R1
3411921310078	6430	Indiana Avenue North		$ 4,015.00	R1
3411921310034	6431	Indiana Avenue North		$ 4,015.00	R1
3411921310079	6436	Indiana Avenue North		$ 4,015.00	R1
3411921310033	6437	Indiana Avenue North		$ 4,015.00	R1
3411921310064	6442	Indiana Avenue North		$ 4,015.00	R1
3411921240019	6506	Indiana Avenue North		$ 4,015.00	R1
3411921240020	6512	Indiana Avenue North		$ 4,015.00	R1
3411921240021	6518	Indiana Avenue North		$ 4,015.00	R1
3411921240022	6524	Indiana Avenue North		$ 4,015.00	R1
3411921240023	6530	Indiana Avenue North		$ 4,015.00	R1
3411921240024	6536	Indiana Avenue North		$ 4,015.00	R1
3411921310048	6300	June Avenue North		$ 4,015.00	R1
3411921310049	6306	June Avenue North		$ 4,015.00	R1
3411921310050	6312	June Avenue North		$ 4,015.00	R1
3411921320065	6313	June Avenue North		$ 4,015.00	R1
3411921310051	6318	June Avenue North		$ 4,015.00	R1
3411921320064	6319	June Avenue North		$ 4,015.00	R1
3411921310052	6324	June Avenue North		$ 4,015.00	R1
3411921320063	6325	June Avenue North		$ 4,015.00	R1
3411921310053	6330	June Avenue North		$ 4,015.00	R1
3411921320062	6331	June Avenue North		$ 4,015.00	R1
3411921310054	6336	June Avenue North		$ 4,015.00	R1
3411921320061	6337	June Avenue North		$ 4,015.00	R1
3411921310055	6342	June Avenue North		$ 4,015.00	R1
3411921320060	6343	June Avenue North		$ 4,015.00	R1
3411921310056	6400	June Avenue North		$ 4,015.00	R1
3411921320099	6401	June Avenue North		$ 4,015.00	R1
3411921310057	6406	June Avenue North		$ 4,015.00	R1
3411921320098	6407	June Avenue North		$ 4,015.00	R1

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3411921310058	6412	June Avenue North		$ 4,015.00	R1
3411921320097	6413	June Avenue North		$ 4,015.00	R1
3411921310059	6418	June Avenue North		$ 4,015.00	R1
3411921320096	6419	June Avenue North		$ 4,015.00	R1
3411921310060	6424	June Avenue North		$ 4,015.00	R1
3411921320095	6425	June Avenue North		$ 4,015.00	R1
3411921310061	6430	June Avenue North		$ 4,015.00	R1
3411921320094	6431	June Avenue North		$ 4,015.00	R1
3411921310062	6436	June Avenue North		$ 4,015.00	R1
3411921320093	6437	June Avenue North		$ 4,015.00	R1
3411921310063	6442	June Avenue North		$ 4,015.00	R1
3411921320092	6443	June Avenue North		$ 4,015.00	R1
3411921320051	4500	Kathrene Drive		$ 4,015.00	R1
3411921320052	4501	Kathrene Drive		$ 4,015.00	R1
3411921320050	4506	Kathrene Drive		$ 4,015.00	R1
3411921320053	4507	Kathrene Drive		$ 4,015.00	R1
3411921320049	4510	Kathrene Drive		$ 4,015.00	R1
3411921320054	4513	Kathrene Drive		$ 4,015.00	R1
3411921320048	4514	Kathrene Drive		$ 4,015.00	R1
3411921320047	4518	Kathrene Drive		$ 4,015.00	R1
3411921320055	4521	Kathrene Drive		$ 4,015.00	R1
3411921320046	4522	Kathrene Drive		$ 4,015.00	R1
3411921320045	4526	Kathrene Drive		$ 4,015.00	R1
3411921320068	6300	Kyle Avenue North		$ 4,015.00	R1
3411921320083	6301	Kyle Avenue North		$ 4,015.00	R1
3411921320069	6306	Kyle Avenue North		$ 4,015.00	R1
3411921320082	6307	Kyle Avenue North		$ 4,015.00	R1
3411921320070	6312	Kyle Avenue North		$ 4,015.00	R1
3411921320081	6313	Kyle Avenue North		$ 4,015.00	R1
3411921320071	6318	Kyle Avenue North		$ 4,015.00	R1
3411921320080	6319	Kyle Avenue North		$ 4,015.00	R1
3411921320072	6324	Kyle Avenue North		$ 4,015.00	R1
3411921320079	6325	Kyle Avenue North		$ 4,015.00	R1
3411921320073	6330	Kyle Avenue North		$ 4,015.00	R1
3411921320078	6331	Kyle Avenue North		$ 4,015.00	R1
3411921320074	6336	Kyle Avenue North		$ 4,015.00	R1
3411921320077	6337	Kyle Avenue North		$ 4,015.00	R1
3411921320076	6343	Kyle Avenue North		$ 4,015.00	R1
3411921320100	6400	Kyle Avenue North		$ 4,015.00	R1
3411921320115	6401	Kyle Avenue North		$ 4,015.00	R1
3411921320101	6406	Kyle Avenue North		$ 4,015.00	R1
3411921320114	6407	Kyle Avenue North		$ 4,015.00	R1
3411921320102	6412	Kyle Avenue North		$ 4,015.00	R1
3411921320113	6413	Kyle Avenue North		$ 4,015.00	R1
3411921320103	6418	Kyle Avenue North		$ 4,015.00	R1
3411921320112	6419	Kyle Avenue North		$ 4,015.00	R1
3411921320104	6424	Kyle Avenue North		$ 4,015.00	R1
3411921320111	6425	Kyle Avenue North		$ 4,015.00	R1

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PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921320105	6430	Kyle Avenue North		$ 4,015.00	R1
3411921320110	6431	Kyle Avenue North		$ 4,015.00	R1
3411921320106	6436	Kyle Avenue North		$ 4,015.00	R1
3411921320109	6437	Kyle Avenue North		$ 4,015.00	R1
3411921320107	6442	Kyle Avenue North		$ 4,015.00	R1
3411921320084	6300	Lee Avenue North		$ 4,015.00	R1
3411921320085	6306	Lee Avenue North		$ 4,015.00	R1
3411921320059	6307	Lee Avenue North		$ 4,015.00	R1
3411921320086	6312	Lee Avenue North		$ 4,015.00	R1
3411921320087	6318	Lee Avenue North		$ 4,015.00	R1
3411921320088	6324	Lee Avenue North		$ 4,015.00	R1
3411921320089	6330	Lee Avenue North		$ 4,015.00	R1
3411921320090	6336	Lee Avenue North		$ 4,015.00	R1
3411921320091	6342	Lee Avenue North		$ 4,015.00	R1
3411921320116	6400	Lee Avenue North		$ 4,015.00	R1
3411921320008	6401	Lee Avenue North		$ 4,015.00	R1
3411921320117	6406	Lee Avenue North		$ 4,015.00	R1
3411921320007	6407	Lee Avenue North		$ 4,015.00	R1
3411921320118	6412	Lee Avenue North		$ 4,015.00	R1
3411921320006	6415	Lee Avenue North		$ 4,015.00	R1
3411921320119	6418	Lee Avenue North		$ 4,015.00	R1
3411921320005	6419	Lee Avenue North		$ 4,015.00	R1
3411921320120	6424	Lee Avenue North		$ 4,015.00	R1
3411921320004	6425	Lee Avenue North		$ 4,015.00	R1
3411921320121	6430	Lee Avenue North		$ 4,015.00	R1
3411921320003	6431	Lee Avenue North		$ 4,015.00	R1
3411921320122	6436	Lee Avenue North		$ 4,015.00	R1
3411921320002	6437	Lee Avenue North		$ 4,015.00	R1
3411921320123	6442	Lee Avenue North		$ 4,015.00	R1
3411921320010	6400	Major Avenue North		$ 4,015.00	R1
3411921320024	6401	Major Avenue North		$ 4,015.00	R1
3411921320011	6406	Major Avenue North		$ 4,015.00	R1
3411921320023	6407	Major Avenue North		$ 4,015.00	R1
3411921320012	6412	Major Avenue North		$ 4,015.00	R1
3411921320022	6413	Major Avenue North		$ 4,015.00	R1
3411921320013	6418	Major Avenue North		$ 4,015.00	R1
3411921320021	6419	Major Avenue North		$ 4,015.00	R1
3411921320014	6424	Major Avenue North		$ 4,015.00	R1
3411921320020	6425	Major Avenue North		$ 4,015.00	R1
3411921320015	6430	Major Avenue North		$ 4,015.00	R1
3411921320019	6431	Major Avenue North		$ 4,015.00	R1
3411921320016	6436	Major Avenue North		$ 4,015.00	R1
3411921320018	6437	Major Avenue North		$ 4,015.00	R1
3411921310094	6400	Marlin Drive		$ 4,015.00	R1
3411921310073	6401	Marlin Drive		$ 4,015.00	R1
3411921310072	6407	Marlin Drive		$ 4,015.00	R1
3411921310092	6412	Marlin Drive		$ 4,015.00	R1
3411921310091	6418	Marlin Drive		$ 4,015.00	R1

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PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921310071	6419	Marlin Drive		$ 4,015.00	R1
3411921310090	6424	Marlin Drive		$ 4,015.00	R1
3411921310070	6425	Marlin Drive		$ 4,015.00	R1
3411921310089	6430	Marlin Drive		$ 4,015.00	R1
3411921310069	6431	Marlin Drive		$ 4,015.00	R1
3411921310088	6436	Marlin Drive		$ 4,015.00	R1
3411921310068	6437	Marlin Drive		$ 4,015.00	R1
3411921310087	6442	Marlin Drive		$ 4,015.00	R1
3411921310067	6443	Marlin Drive		$ 4,015.00	R1
3411921310066	6449	Marlin Drive		$ 4,015.00	R1
3411921320042	6324	Noble Avenue North		$ 4,015.00	R1
3311921410011	6331	Noble Avenue North		$ 4,015.00	R1
3311921410010	6337	Noble Avenue North		$ 4,015.00	R1
3311921410009	6343	Noble Avenue North		$ 4,015.00	R1
3411921320026	6400	Noble Avenue North		$ 4,015.00	R1
3311921410008	6401	Noble Avenue North		$ 4,015.00	R1
3411921320027	6406	Noble Avenue North		$ 4,015.00	R1
3311921410007	6407	Noble Avenue North		$ 4,015.00	R1
3411921320028	6412	Noble Avenue North		$ 4,015.00	R1
3311921410006	6413	Noble Avenue North		$ 4,015.00	R1
3411921320029	6418	Noble Avenue North		$ 4,015.00	R1
3311921410005	6419	Noble Avenue North		$ 4,015.00	R1
3411921320030	6424	Noble Avenue North		$ 4,015.00	R1
3311921410004	6425	Noble Avenue North		$ 4,015.00	R1
3411921320031	6430	Noble Avenue North		$ 4,015.00	R1
3311921410003	6431	Noble Avenue North		$ 4,015.00	R1
3411921320032	6436	Noble Avenue North		$ 4,015.00	R1
3311921410002	6437	Noble Avenue North		$ 4,015.00	R1
3411921320033	6442	Noble Avenue North		$ 4,015.00	R1
3311921410001	6443	Noble Avenue North		$ 4,015.00	R1
3411921320034	6448	Noble Avenue North		$ 4,015.00	R1
3311921140008	6501	Noble Avenue North		$ 4,015.00	R1
3311921140007	6507	Noble Avenue North		$ 4,015.00	R1
3311921140006	6513	Noble Avenue North		$ 4,015.00	R1
3311921140005	6519	Noble Avenue North		$ 4,015.00	R1
3311921140004	6525	Noble Avenue North		$ 4,015.00	R1
3311921410028	6300	Orchard Avenue North		$ 4,015.00	R1
3311921410046	6301	Orchard Avenue North		$ 4,015.00	R1
3311921410045	6307	Orchard Avenue North		$ 4,015.00	R1
3311921410027	6312	Orchard Avenue North		$ 4,015.00	R1
3311921410044	6313	Orchard Avenue North		$ 4,015.00	R1
3311921410043	6319	Orchard Avenue North		$ 4,015.00	R1
3311921410013	6324	Orchard Avenue North		$ 4,015.00	R1
3311921410042	6325	Orchard Avenue North		$ 4,015.00	R1
3311921410014	6330	Orchard Avenue North		$ 4,015.00	R1
3311921410041	6331	Orchard Avenue North		$ 4,015.00	R1
3311921410015	6336	Orchard Avenue North		$ 4,015.00	R1
3311921410040	6337	Orchard Avenue North		$ 4,015.00	R1

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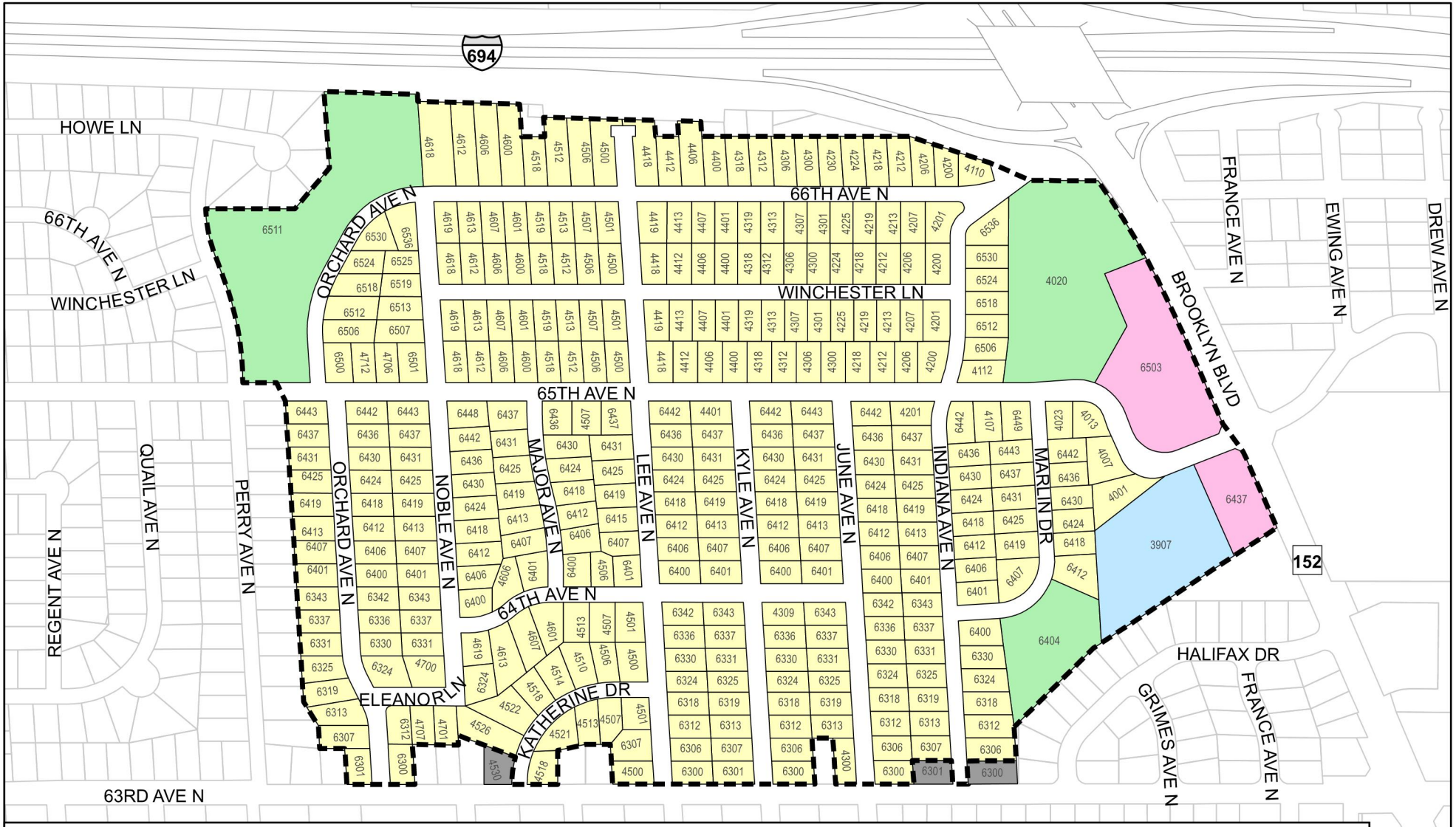
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PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3311921410016	6342	Orchard Avenue North		$ 4,015.00	R1
3311921410039	6343	Orchard Avenue North		$ 4,015.00	R1
3311921410017	6400	Orchard Avenue North		$ 4,015.00	R1
3311921410038	6401	Orchard Avenue North		$ 4,015.00	R1
3311921410018	6406	Orchard Avenue North		$ 4,015.00	R1
3311921410037	6407	Orchard Avenue North		$ 4,015.00	R1
3311921410019	6412	Orchard Avenue North		$ 4,015.00	R1
3311921410036	6413	Orchard Avenue North		$ 4,015.00	R1
3311921410020	6418	Orchard Avenue North		$ 4,015.00	R1
3311921410035	6419	Orchard Avenue North		$ 4,015.00	R1
3311921410021	6424	Orchard Avenue North		$ 4,015.00	R1
3311921410034	6425	Orchard Avenue North		$ 4,015.00	R1
3311921410022	6430	Orchard Avenue North		$ 4,015.00	R1
3311921410033	6431	Orchard Avenue North		$ 4,015.00	R1
3311921410023	6436	Orchard Avenue North		$ 4,015.00	R1
3311921410032	6437	Orchard Avenue North		$ 4,015.00	R1
3311921410024	6442	Orchard Avenue North		$ 4,015.00	R1
3311921410031	6443	Orchard Avenue North		$ 4,015.00	R1
3311921140011	6500	Orchard Avenue North		$ 4,015.00	R1
3311921140012	6506	Orchard Avenue North		$ 4,015.00	R1
3311921140013	6512	Orchard Avenue North		$ 4,015.00	R1
3311921140014	6518	Orchard Avenue North		$ 4,015.00	R1
3311921140015	6524	Orchard Avenue North		$ 4,015.00	R1
3311921140002	6530	Orchard Avenue North		$ 4,015.00	R1
3311921140003	6536	Orchard Avenue North		$ 4,015.00	R1
3411921240041	4200	Winchester Lane		$ 4,015.00	R1
3411921240042	4201	Winchester Lane		$ 4,015.00	R1
3411921240040	4206	Winchester Lane		$ 4,015.00	R1
3411921240043	4207	Winchester Lane		$ 4,015.00	R1
3411921240039	4212	Winchester Lane		$ 4,015.00	R1
3411921240044	4213	Winchester Lane		$ 4,015.00	R1
3411921240038	4218	Winchester Lane		$ 4,015.00	R1
3411921240045	4219	Winchester Lane		$ 4,015.00	R1
3411921240037	4224	Winchester Lane		$ 4,015.00	R1
3411921240046	4225	Winchester Lane		$ 4,015.00	R1
3411921230050	4300	Winchester Lane		$ 4,015.00	R1
3411921230051	4301	Winchester Lane		$ 4,015.00	R1
3411921230049	4306	Winchester Lane		$ 4,015.00	R1
3411921230052	4307	Winchester Lane		$ 4,015.00	R1
3411921230048	4312	Winchester Lane		$ 4,015.00	R1
3411921230053	4313	Winchester Lane		$ 4,015.00	R1
3411921230047	4318	Winchester Lane		$ 4,015.00	R1
3411921230054	4319	Winchester Lane		$ 4,015.00	R1
3411921230046	4400	Winchester Lane		$ 4,015.00	R1
3411921230055	4401	Winchester Lane		$ 4,015.00	R1
3411921230045	4406	Winchester Lane		$ 4,015.00	R1
3411921230056	4407	Winchester Lane		$ 4,015.00	R1
3411921230044	4412	Winchester Lane		$ 4,015.00	R1

CITY OF BROOKLYN CENTER PROPOSED PENDING ASSESSMENT ROLL
September 25, 2023
2024 ORCHARD LANE EAST IMPROVEMENTS
IMPROVEMENT PROJECT NO. 2024-01

DRAFT

PROPERTY ID	HOUSE	STREET NAME	LEVY#	STREET	NOTES
3411921230057	4413	Winchester Lane		$ 4,015.00	R1
3411921230043	4418	Winchester Lane		$ 4,015.00	R1
3411921230058	4419	Winchester Lane		$ 4,015.00	R1
3411921230034	4500	Winchester Lane		$ 4,015.00	R1
3411921230067	4501	Winchester Lane		$ 4,015.00	R1
3411921230033	4506	Winchester Lane		$ 4,015.00	R1
3411921230068	4507	Winchester Lane		$ 4,015.00	R1
3411921230032	4512	Winchester Lane		$ 4,015.00	R1
3411921230069	4513	Winchester Lane		$ 4,015.00	R1
3411921230031	4518	Winchester Lane		$ 4,015.00	R1
3411921230070	4519	Winchester Lane		$ 4,015.00	R1
3411921230030	4600	Winchester Lane		$ 4,015.00	R1
3411921230071	4601	Winchester Lane		$ 4,015.00	R1
3411921230029	4606	Winchester Lane		$ 4,015.00	R1
3411921230072	4607	Winchester Lane		$ 4,015.00	R1
3411921230028	4612	Winchester Lane		$ 4,015.00	R1
3411921230073	4613	Winchester Lane		$ 4,015.00	R1
3411921230027	4618	Winchester Lane		$ 4,015.00	R1
3411921230074	4619	Winchester Lane		$ 4,015.00	R1
	Total Assessments			$ 1,496,129.37	



Legend

- Proposed R1 Assessment (Unit Amount Basis)
- Proposed Mixed Use Neighborhood Assessment (Acreage Basis)
- City Owned Property
- Proposed R5 Assessment (Acreage Basis)
- Previously Assessed

Assessment Map
Orchard Lane East Improvement Area

N

8/2/2023

Council Regular Meeting

DATE: 9/25/2023

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

SUBJECT: Resolution Amending the City of Brooklyn Center Fee Schedule Relating to Licensing of the Sale of Edible Cannabinoid Products

Requested Council Action:

- motion to approve a resolution amending the City of Brooklyn Center Fee Schedule relating to Licensing of the Sale of Edible Cannabinoid Products

Background:

The City Council adopted an ordinance allowing the sale of edible cannabinoid products at their September 11, 2023 City Council meeting, This resolution is to set the fee for the licensing and background check of that ordinance.

The fee for the license is $450 and the one time background check is $200.

Budget Issues:

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/22/2023	Resolution Letter

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION AMENDING THE CITY OF BROOKLYN CENTER FEE SCHEDULE RELATING TO LICENSING OF THE SALE OF EDIBLE CANNABINOID PRODUCTS

WHEREAS, the City Council approved an ordinance for the sale of edible cannabinoid products; and

WHEREAS, the fee for the license and background check for this license is part of the fee schedule; and

WHEREAS, the fee for the license is $450 and the background check is $200; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, that amends the Fee Schedule to include the fee for the sale of edible cannabinoid products license and background check.

September 25, 2023
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: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: LaToya Turk, Office of Community Prevention, Health and Safety

SUBJECT: Community Intervenor Update

Requested Council Action:

Council hear and accept staff's presentation regarding the City's Community Intervener Public Safety Strategy update.

Background:

In April 2023, staff presented a crime reduction strategy report to the City Council. The crime reduction included immediate and long-term strategies.

Execution actions of those strategies included:

1. Auto Theft Details
2. Hot spot area community education (Interveners - environment awareness and self-defense)
3. Shared intelligence across partners (i.e. jurisdictions, agencies and community organizations)
4. Steering locks (i.e. financial accessible and community education)
5. Businesses adding security
6. Monitoring of hot spots
7. Increase presence in hot spots (i.e. Patrol and Interveners)
8. Pole camera
9. Shared intelligence across partners specifically social media influence
10. Regional partnership strategies (i.e. jurisdictions, state, community organizations and federal)
11. Comprehensive Intervener Deployment
    - Businesses
    - Parks
    - Hot Spots
    - Parks
    - Schools

Of the 11 strategies identified was the use of interveners as a intervention strategy.

National public health prevention models have shown positive results in helping to curtail violent crime with

other public safety and health benefits. Below are two examples:

- The Safe and Successful Youth Initiative in Massachusetts, which requires cities to focus on using a street outreach model to provide comprehensive services and mentoring to at-risk young men 17 to 24 years of age, has been associated with a 35% reduction in violence and a cost saving of $7 per dollar invested.

- Nationally, the Family Violence and Prevention Services Act, the Violence Against Women Act, and Department of Justice initiatives such as the National Institute of Justice Programs and Supporting Male Survivors of Violence, along with the National Forum for Violence Prevention and many CDC initiatives (e.g., Striving to Reduce Youth Violence Everywhere), have been essential to paving the way in incorporating health approaches into policy and programmatic collaborative efforts to address violence.

Council requested an update on intervener strategy deployed in Brooklyn Center. Staff will present the initial efforts of a comprehensive approach to prevention and intervention via the use of interveners.

Staff will present on the following:

- Public Health Intersection
- Comprehensive Approach
- Community Based Violence Intervention and Prevention Model (CVI)
- Data Collection
- National Trends

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Enhanced Community Image, Resident Economic Stability, Inclusive Community Engagement, Safe, Secure, Stable Community, Customer Intimacy , Operational Excellence

Council Regular Meeting

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Angela Holm, Director of Fiscal & Support Services

SUBJECT: Resolution Approving the Preliminary 2024 Property Tax Levy and Preliminary Budget

Requested Council Action:

- It is recommended that the City Council consider approval of two resolutions of setting the 2024 preliminary property tax levy and preliminary budget.

Background:

Each year the City is required by State Law to establish a maximum levy and preliminary budget for the use of that levy. Once adopted, the City may not increase the levy but the levy may be decreased. Citizens will receive notice of the maximum levy with their tax notice in the fall. On December 4, 2023 the City Council will hold a public hearing and adopt the final levy and the final spending plan (budget) for all funds.

At the August 30, 2023 City Council-Financial Commission Joint Work Session, a budget overview was presented that included operating budget policies, revenue policies, budget goals & outcomes (which included discussion on the City's strategic priorities and outcome-based budget principles), market value trends and property tax implications.

Subsequent Joint Work Sessions held on July 22 and August 19 were dedicated to budget request presentations by Departments Heads. The preliminary review of the 2024 budget, based on departmental requests, would have required a levy increase of approximately $3,800,000 (19.22%).

Through the work of Department Heads, we reduced the preliminary levy by $1,871,493 (49.23%) resulting in a preliminary levy increase of 8.5%.

On Monday, September 18 during a special council meeting, the Council held further budget discussions. Based upon the discussion the Council directed staff address a few items within the budget (i.e., 24 Hour Fire Duty Crew, Wages, Deputy City Manager, Police Sergeant, and Vehicle Fleet Replacement Funds, etc.). Staff will present two options for preliminary levy increase (8.5% or 9.2%) for Council consideration.

City Council will be asked to consider approval of two resolutions. The first resolution establishes the preliminary property tax levy for the 2024 fiscal year. This levy, upon adoption, becomes the maximum levy allowed to the City for the 2024 fiscal year. The second resolution adopts the preliminary budgets for those funds using portions of the property tax levy for operations.

This increase of either option, if adopted will have varying impacts on individual properties based on their change in taxable value. The following chart illustrates changes in taxable values between the classifications of

residential, commercial, industrial, and apartments:

Preliminary Taxable Market Value Estimates			
Class	Payable 2023	Estimated 2024	Change (%)
Commercial	$362,542,100	$379,696,000	4.7%
Industrial	187,365,900	223,660,400	19.4%
Residential	1,671,790,823	1,999,615,520	19.6%
Apartment	380,923,270	442,314,670	16.1%
Other	456,000	479,000	5.0%
Totals	2,617,375,993	3,059,933,190	16.9%

As illustrated by the chart, the City continues to see increases in market values. Most homestead residential properties will see an increase in taxable market value for the ninth consecutive year. Tax Capacity of the City is projected to increase 12.9%. This continued increase in tax capacity across all property types in the City is why the City is able to maintain similar levy increases year over year while also maintaining expected service levels.

Staff will be presenting the full information on Monday, September 25, 2023.

Budget Issues:

This is a budgetary item, which final implications will not be known until after Council adoption of the 2024 preliminary property tax levy and preliminary budget.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

ATTACHMENTS:

Description	Upload Date	Type
General Fund Revenues	9/22/2023	Backup Material
General Fund Expenditures	9/22/2023	Backup Material

City of Brooklyn Center

2024 Budget - General Fund - Revenue Summary

Object Code / Description	2022 Actual	2023 August YTD	2023 Budget	2024 Budget	Change
10100 GENERAL FUND					
PROPERTY TAXES	$ 19,409,111	$ 10,562,053	$ 20,886,995	$ 22,805,350	9.18%
TAX INCREMENTS	(12)	-	-	-	0.00%
LODGING TAXES	895,883	548,398	1,100,000	900,000	-18.18%
TOTAL TAXES	20,304,982	11,110,451	21,986,995	23,705,350	7.82%
LICENSES	339,253	234,322	271,975	253,555	-6.77%
PERMITS	533,203	430,529	1,896,500	676,500	-64.33%
TOTAL LICENSES & PERMITS	872,456	664,851	2,168,475	930,055	-57.11%
FEDERAL	263,076	-	48,300	-	-100.00%
STATE	1,828,442	1,285,620	1,943,185	2,292,075	17.95%
COUNTY	-	-	-	-	0.00%
LOCAL	-	60,450	500,000	50,000	-90.00%
TOTAL INTERGOVERNMENTAL	2,091,518	1,346,070	2,491,485	2,342,075	-6.00%
GENERAL GOVERNMENT	152,714	92,375	79,500	82,200	3.40%
PUBLIC SAFETY	13,883	10,605	9,000	10,500	16.67%
COMMUNITY DEVELOPMENT	23,059	21,807	5,000	10,500	110.00%
PARKS & RECREATION	134,428	105,597	155,500	130,500	-16.08%
COMMUNITY CENTER	247,401	212,390	281,500	260,000	-7.64%
TOTAL CHARGES FOR SERVICES	571,485	442,774	530,500	493,700	-6.94%
SPECIAL ASSESSMENTS	34,393	60,559	40,000	40,000	0.00%
FINES & FORFEITURES	175,901	147,019	161,000	171,000	6.21%
INVESTMENT EARNINGS	(403,160)	115,589	106,600	100,000	-6.19%
MISCELLANEOUS	158,782	216,820	193,242	180,500	-6.59%
TRANSFERS IN	-	-	-	-	0.00%
10100 GENERAL FUND REVENUES	$ 23,806,357	$ 14,104,133	$ 27,678,297	$ 27,962,680	1.03%

City of Brooklyn Center

2024 Budget - General Fund - Expenditure Summary by Function

Object Code	Description	2021 Actual	2022 Actual	2023 September YTD	2023 Budget	2024 Budget	Change
10100	**GENERAL FUND**						
41110	MAYOR & COUNCIL	$ 176,396	$ 134,385	$ 169,767	$ 183,813	$ 181,779	-1.11%
41320	CITY MANAGER	276,829	217,421	157,505	238,359	402,107	68.70%
41410	ELECTIONS	109,197	164,435	52,152	148,885	236,340	58.74%
41430	CITY CLERK	242,605	242,134	175,192	282,246	185,626	-34.23%
41520	FINANCE	596,757	648,620	494,410	753,285	815,182	8.22%
41550	ASSESSING	258,175	134,704	272,558	275,500	270,000	-2.00%
41610	LEGAL	477,689	475,825	345,950	470,000	470,000	0.00%
41710	COMMUNICATION & ENGAGEMENT	480,343	472,347	210,571	577,281	7,900	-98.63%
41750	COMMUNICATIONS	-	-	68,275	-	341,564	100.00%
41760	ENGAGEMENT	-	-	34,274	-	266,046	100.00%
41810	HUMAN RESOURCES	437,606	516,696	451,643	675,426	785,626	16.32%
41920	INFORMATION TECHNOLOGY	724,282	774,202	481,345	867,181	898,054	3.56%
41940	GOVERNMENT BUILDINGS	949,291	1,171,266	924,920	1,221,148	1,249,366	2.31%
48170	INTERFUND REIMBURSEMENT	(1,579,711)	(1,437,048)	(1,200,279)	(2,032,632)	(2,032,632)	0.00%
	GENERAL GOVERNMENT	**3,149,459**	**3,514,987**	**2,638,283**	**3,660,492**	**4,076,958**	**11.38%**
42010	**PREVENTION HEALTH AND SAFETY**	**-**	**159,533**	**456,851**	**1,067,907**	**387,359**	**-63.73%**
42110	ADMINISTRATION	295,234	484,433	371,868	457,467	542,384	18.56%
42120	INVESTIGATION	1,178,777	865,296	949,926	1,123,327	1,180,808	5.12%
42123	PATROL	6,440,525	6,080,125	4,908,002	7,936,563	7,651,394	-3.59%
42151	SUPPORT SERVICES	935,091	914,737	677,091	1,066,684	1,103,459	3.45%
42170	STATION & BUILDINGS	545,229	325,087	202,356	196,850	154,250	-21.64%
	POLICE	**9,394,856**	**8,669,678**	**7,109,243**	**10,780,891**	**10,632,295**	**-1.38%**
42210	FIRE	1,752,015	1,975,684	1,168,824	2,094,539	2,375,756	13.43%
42510	EMERGENCY PREPAREDNESS	15,946	3,139	21,208	36,100	29,400	-18.56%
	FIRE	**1,767,961**	**1,978,823**	**1,190,032**	**2,130,639**	**2,405,156**	**12.88%**
41910	PLANNING & ZONING	389,910	264,712	533,095	300,429	280,954	-6.48%
42410	BUILDING INSPECTIONS	27	-	-	-	-	0.00%
42411	CODE ENFORCEMENT	44	15	3	-	-	0.00%
42420	BUILDING & COMMUNITY STANDARDS	1,197,988	1,309,190	853,568	1,317,026	1,289,696	-2.08%
46320	COMMUNITY DEVELOPMENT ADMIN	278,001	445,836	118,607	335,107	332,088	-0.90%
	COMMUNITY DEVELOPMENT	**1,865,970**	**2,019,753**	**1,505,273**	**1,952,562**	**1,902,738**	**-2.55%**
43110	ENGINEERING	1,125,936	873,640	749,350	1,227,688	1,193,574	-2.78%
43220	STREET MAINTENANCE	1,511,450	1,476,765	1,084,674	1,571,939	1,758,293	11.86%
43221	TRAFFIC CONTROL	223,383	250,843	178,286	263,503	276,256	4.84%
45201	PARK FACILITIES	1,290,671	1,338,151	1,053,897	1,581,941	1,683,055	6.39%
45204	FORESTRY	113,531	188,178	94,234	156,361	162,570	3.97%
	PUBLIC WORKS	**4,264,971**	**4,127,577**	**3,160,441**	**4,801,432**	**5,073,748**	**5.67%**
45010	ADMINISTRATION	220,086	142,494	-	-	-	0.00%
45100	PARK AND REC ADMIN	-	1,667	790,100	706,163	1,193,028	68.95%
45110	RECREATION ADMINISTRATION	821,391	883,225	-	-	-	0.00%
45111	ADULT PROGRAMS	76,511	45,017	-	-	-	0.00%
45112	TEEN PROGRAMS	-	308	-	-	-	0.00%
45113	YOUTH PROGRAMS	59,407	97,602	-	-	-	0.00%
45119	GENERAL RECREATION	51,006	39,712	-	-	-	0.00%
45120	RECREATION FACILITIES	-	-	524,128	872,801	713,689	-18.23%
45122	COMMUNITY CENTER	208,941	267,872	-	-	-	0.00%
45140	RECREATION PROGRAMMING	-	711	210,384	474,191	444,489	-6.26%
45124	POOL	444,459	559,130	-	-	-	0.00%
45218	HEALTH AND SOCIAL ENVIRONMENT	-	197,695	136,458	378,303	198,538	-47.52%
	RECREATION	**1,881,801**	**2,235,433**	**1,661,070**	**2,431,458**	**2,549,744**	**4.86%**
44110	JOINT POWERS	210,488	70,958	146,828	187,000	130,000	-30.48%
45310	CONVENTION & TOURISM	349,617	368,875	334,545	475,000	475,000	0.00%
48140	INSURANCE	247,455	218,606	242,365	283,916	352,182	24.04%
48150	CENTRAL SUPPLIES	734,215	234,216	141,976	327,000	197,500	-39.60%
48160	VACANCY AND TURNOVER SAVINGS	-	-	-	(600,000)	(400,000)	-33.33%
	NON-DEPARTMENTAL	**1,541,775**	**892,655**	**865,714**	**672,916**	**754,682**	**12.15%**
48210	TRANSFERS OUT	215,000	210,000	-	180,000	180,000	0.00%
	TRANSFERS	**215,000**	**210,000**	**-**	**180,000**	**180,000**	**0.00%**
10100	**GENERAL FUND EXPENDITURES**	**$ 24,081,793**	**$ 23,808,439**	**$ 18,586,907**	**$ 27,678,297**	**$ 27,962,680**	**1.03%**

Housing and Redevelopment Authority
City Hall Council Chambers
September 25, 2023

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 HRA (Housing and Redevelopment 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 Agenda and Consent Agenda

The following items are considered to be routine by the Housing and Redevelopment Authority (HRA) and will been 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 December 5, 2022.

4. Commission Consideration Items

a. Resolution Approving the 2024 Preliminary Budget for the Housing and Redevelopment Authority of Brooklyn Center Minnesota Pursuant to Minnesota Statutes Chapter 463

- Motion to approve a resolution for HRA Preliminary 2024 Property Tax Levy and Budget.

5. Adjournment

Housing and Redevelopment Authority

DATE: 9/25/2023

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

SUBJECT: Approval of Minutes

Background:

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

Budget Issues:

- None

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
12.05.22 HRA Minutes	9/19/2023	Backup Material

MINUTES OF THE PROCEEDINGS OF THE
HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN CENTER IN THE COUNTY OF
HENNEPIN AND THE STATE OF MINNESOTA

REGULAR SESSION
DECEMBER 5, 2022
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Housing and Redevelopment Authority (HRA) met in Regular Session called to order by Chair Mike Elliott at 7:58 p.m.

2. ROLL CALL

Chair Mike Elliott and Commissioners Marquita Butler, Dan Ryan, Kris Lawrence-Anderson, and April Graves were present. Also present were City Manager Reggie Edwards, Director of Fiscal & Support Services Angela Holm, Communication Coordinator Angel Smith, and City Attorney Jason Hill

3. APPROVAL OF AGENDA AND CONSENT AGENDA

Chair Elliott moved and Commissioner Ryan seconded approval of the Agenda and Consent Agenda, and the following item was approved:

3a. APPROVAL OF MINUTES

1. September 26, 2022 – Regular Session

Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

4a. RESOLUTION ESTABLISHING A PROPERTY TAX FOR THE PURPOSE OF DEFRAYING THE COST OF OPERATION, PROVIDING INFORMATIONAL SERVICES AND RELOCATION ASSISTANCE FOR PURSUANT TO THE PROVISIONS OF MINNESOTA STATUTES CHAPTER 469.033 FOR THE HOUSING AND REDEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MN FOR FISCAL YEAR 2023

Chair Elliott moved and Commissioner Ryan seconded to adopt a Resolution Establishing a Property Tax Levy for the Purpose of Defraying the Cost of Operation, Providing informational and relocation assistance pursuant to the provisions of Minnesota Statutes Chapter 469.033 for the Housing and Redevelopment Authority of Brooklyn Center, Minnesota for fiscal year 2023.

Motion passed unanimously.

Chair Elliott moved and Commissioner Ryan seconded to adopt HRA RESOLUTION 2022-__, a Resolution Approving the Final Budget for the Housing and Redevelopment Authority of Brooklyn Center, Minnesota, pursuant to Minnesota Statute Chapter 469.

Motion passed unanimously.

5. ADJOURNMENT

Commissioner Graves moved and Commissioner Butler seconded adjournment of the Housing and Redevelopment Authority meeting at 8:01 p.m.

Motion passed unanimously.

Housing and Redevelopment Authority

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, Acting City Manager
THROUGH: N/A
BY: Angela Holm, Director of Fiscal & Support Services

SUBJECT: Resolution Approving the 2024 Preliminary Budget for the Housing and Redevelopment Authority of Brooklyn Center Minnesota Pursuant to Minnesota Statutes Chapter 463

Background:

Strategic Priorities and Values:

Resident Economic Stability

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/21/2023	Resolution Letter

Commissioner introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE 2024 PRELIMINARY BUDGET FOR THE HOUSING AND REDEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA PURSUANT TO MINNESOTA STATUTES CHAPTER 469

WHEREAS, the Housing and Redevelopment Authority of Brooklyn Center, Minnesota has considered the preliminary budget for Fiscal Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of Brooklyn Center, Minnesota that revenues and appropriations for the Housing and Redevelopment Authority are hereby adopted as follows:

Housing and Redevelopment Authority	
Revenues	
Property Taxes	$ 586,081
Total Housing and Redevelopment Authority	$ 586,081
Appropriations	
Transfer to EDA Fund	$ 586,081
Total Housing and Redevelopment Authority	$ 586,081

September 25, 2023 _____
Date

_____
Chair

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

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.

Economic Development Authority
City Hall Council Chambers
September 25, 2023

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 been 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 the August 28, 2023, minutes.

b. Resolution Approving the Termination of the Lease Agreement and Relocation Assistance Agreement with Ocean Buffet and Alatus Brooklyn Center

- Motion to approve a resolution approving the termination of the lease agreement and relocation assistance agreement with Sheng Zheng, Wang Lin, Lin, Inc., operating under the trade name "Ocean Buffet" and Alatus Brooklyn Center.

4. Commission Consideration Items

a. Resolution Approving an Agreement Between Metropolitan Council and the Economic Development Authority of Brooklyn Center for the Park and Ride Lot Located at the Intersection of State Trunk Highway 252 and 66th Avenue North

- Motion to adopt a resolution approving an agreement between Metropolitan Council and the Economic Development Authority of Brooklyn Center, Minnesota for the Park and Ride lot located at the intersection of state trunk highway 252 and 66th Ave N.

b. Resolution Approving Partial Waiver and Estoppel Certificate Regarding the Construction, Operation, and Reciprocal Easement Agreement for Property Owned by the Economic Development Authority of Brooklyn Center

- Motion to Approve a resolution approving partial waiver and a estoppel certificate regarding the construction, operation, reciprocal easement agreement for property owned by the Economic Development Authority of Brooklyn Center, Minnesota at 6100 Shingle Creek Parkway.

5. Adjournment

Economic Development Authority

DATE: 9/25/2023

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

SUBJECT: Approval of Minutes

Requested Council Action:

- Motion to approve the August 28, 2023, minutes.

Background:

Budget Issues:

N/A

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

Description	Upload Date	Type
8.28 EDA Minutes	9/18/2023	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 28, 2023
CITY HALL – COUNCIL CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President April Graves at 8:22 p.m.

2. ROLL CALL

President April Graves and Commissioners Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Jason Hill.

3. APPROVAL OF CONSENT AGENDA

Commissioner Jerzak moved and Commissioner Lawrence-Anderson seconded to approve the Agenda and Consent Agenda, and the following item was approved:

3a. APPROVAL OF MINUTES

1. June 26, 2023 – Regular Session

Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

4a. RESOLUTION APPROVING THE MICRO-FAÇADE GRANT AWARD TO BROTHERS TAQUERIA

Executive Director Reggie Edwards introduced the item and invited Community Development Director Jesse Anderson to continue the Staff presentation.

Community Development Director Jesse Anderson explained the item is to contribute $5,000 to go towards a new sign for Brothers Taqueria. The business also has funds committed to the project.

Commissioner Jerzak asked how a small business can determine if they are eligible to apply for the micro-grant. Mr. Anderson stated there is about $50,000 in EDA funds dedicated to the program, and there are still funds available. The maximum award for each business is $5,000. Information is available on the website.

Commissioner Kragness asked when the deadline for the application is. Mr. Anderson stated it is an ongoing program, so there are no deadlines.

President Graves suggested staff do some more community education on the program.

President Graves noted there was a grand opening for Brothers Taqueria recently.

Commissioner Lawrence-Anderson moved and President Graves seconded to adopt EDA Resolution Approving the Award of Grants Under the Micro-Grant Facade Program.

Motion passed unanimously.

4b. RESOLUTION APPROVING THE MICRO-FAÇADE GRANT AWARD TO QUE VIET

Executive Director Reggie Edwards introduced the item and invited Community Development Director Jesse Anderson to continue the staff presentation.

Community Development Director Jesse Anderson explained the item is to contribute $5,000 to go toward an improved parking lot at Que Viet. The business also has funds committed to the project.

President Graves noted the egg rolls at Que Viet are amazing.

President Graves moved and Commissioner Jerzak seconded to adopt EDA Resolution Approving the Award of Grants Under the Micro-Grant Facade Program.

Motion passed unanimously.

5. ADJOURNMENT

Commissioner Lawrence-Anderson moved and President Graves seconded adjournment of the Economic Development Authority meeting at 8:28 p.m.

Motion passed unanimously.

Economic Development Authority

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Jesse Anderson, Community Development Director

SUBJECT: Resolution Approving the Termination of the Lease Agreement and Relocation Assistance Agreement with Ocean Buffet and Alatus Brooklyn Center

Requested Council Action:

- Motion to approve a resolution approving the termination of the lease agreement and relocation assistance agreement with Sheng Zheng, Wang Lin, Lin, Inc., operating under the trade name "Ocean Buffet" and Alatus Brooklyn Center.

Background:

Due to the delays in the Opportunity Site, there have been multiple amendments to the lease for Ocean Buffet. At the last City Council meeting the Council Directed staff to negotiate a buy out of the lease with Ocean Buffet. Staff have discuss the situation with the owners of Ocean Buffet and they are agreeable to buying out the lease at $150,000. They understand that this would be dependent on the approval of the EDA.

The City Attorney's office has prepared an termination of lease that includes payment of $150,000 to ocean buffet. The tenant would close business on September 30, 2023 and would have 2 weeks to completely move out of the property.

City Council Discussed the following options with the Ocean Buffet Lease at the September 11, 2023 City Council Work-session.

Lease Extension: The original lease agreement has been amended six times, with very few substantive change between amendments. The most recent amendment provided (1) an extension of the deadline for closing to September 30, 2023, (2) if closing did not occur by that date, the lease remained in effect, including the tenant's option to extend the term of the lease for five years, (3) tenant continues to pay no minimum annual rent but is still obligated to pay additional rent and percentage rent, as those are defined in the lease, and (4) the amended/zero rent provision expressly excludes the option term.

The City has the option to extend the lease for a seventh time to accommodate Alatus' extended timeline. Any such extension would presumably be on the same terms and really would change very little with regard to the current situation.

Lease Buy Out now: Under the current arrangement, the city owes $300,000 as a lease termination fee. Alatus was going to pay this fee at the time of closing with the City. The City was reimbursing Alatus for this

payment through TIF and other financial assistance in the project.

The City has the option to negotiate directly with the tenant to buy out the lease. Ultimately, the City buying out the lease clears up the site, which benefits both the City, Alatus or any other future developer. The buy out can occur before or after the September 30th deadline, but it would be preferable to attempt to complete it prior to the deadline. If prior to the termination, we would also need to get Alatus to sign off because they were a party to the lease amendments. Procedurally, the agreement would be terminated through a simple termination agreement executed by the EDA.

Staff recommends pursuing this option. Since the lease buy out is a cost to the City for the project anyway, it makes sense to remove this barrier to development now. This will also eliminate the cost of continuing to operate and manage the property. The EDA can use funding from TIF 3 to cover this expense.

Allow the current extension to expire: The City could also just allow the lease term to expire on September 30th. At that point, there are two possible paths forward:

1. The tenant has until September 30th to extend the lease for five years. If the tenant exercises the option, the original lease is extended under the same terms, which would include the rent and charge adjustments. The tenant's rent would adjust to "fair market value" but all other terms of the lease would continue.
2. The tenant does not exercise the option and the lease is terminated.

Budget Issues:

The TIF 3 account has funds available for the $150,00 buy out of this lease.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Termination Agreement	9/19/2023	Backup Material
Resolution	9/19/2023	Resolution Letter

TERMINATION OF LEASE AGREEMENT AND RELOCATION ASSISTANCE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT AND RELOCATION ASSISTANCE AGREEMENT ("Agreement") made and entered into effective as of this _____ day of September 30, 2023, by and between the Economic Development Authority of Brooklyn Center ("Landlord" or "City"), and Sheng Zheng, individually, Wang Lin, individually, and Lin Inc., operating under the trade name Ocean Buffet (collectively, "Tenant") and Alatus Brooklyn Center, a Minnesota limited liability corporation, its subsidiaries and assignees (collectively referred to as "Purchaser") (collectively, the "Parties")

RECITALS

A. On March 10, 2011, Centro Saturn Holdings, SPE, LLC, a Delaware limited liability company, Landlord's predecessor in interest, and Zheng Asian, Inc., a Minnesota corporation, Tenant's predecessor in interest, entered into a Lease Agreement ("Lease") whereby Tenant's predecessor in interest leased, for a term of one hundred twenty (120) full calendar months beginning on the Commencement Date, from Landlord's predecessor in interest that certain premises known as Store #5810 consisting of 8,100 rentable square feet located at 5810 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 (the "Premises").

B. Landlord intends to sell certain property to Purchaser that includes, but is not limited to, the Premises (the "Property") for the purpose of redeveloping the Property, including the demolition of the Premises.

C. In March 2016, Landlord and Tenant entered into an Amendment to Lease (the "First Amendment") and since January 2021, the Parties have entered into five (5) additional amendments of the Lease, which included extending the term of the Lease, incorporating provisions related to the potential redevelopment of the Property, a non-refundable relocation payment and relocation assistance agreement, and extension of the Tenant's option to extend the term of the Lease for an additional five (5) years, subject to the closing of the sale of the Property to the Purchaser on a specific date.

D. The closing of the sale of the Property has not occurred and will not occur prior to the existing deadline of September 30, 2023, as set forth in the Sixth Amendment to Lease Agreement.

E. The closing of the sale of the Premises is not anticipated to take place for a number of months, and therefore, in the best interests of the parties, the parties have negotiated and desire to terminate the Lease, and any and all amendments thereto, effective September 30, 2023, while allowing the Tenant to surrender the Premises no later than October 15, 2023.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. All recitals are incorporated by reference as terms of this Agreement.

2. Termination of Lease. The Lease, and any and all amendments thereto, shall terminate effective September 30, 2023. All Additional Rent and Percentage Rent, as set forth in the Lease, shall be pro rated as of September 30, 2023.

3. No Release of Tenant. Nothing contained herein shall release Tenant from any obligations under the Lease accruing on or prior to September 30, 2023.

4. Surrender. Tenant shall surrender the Premises as set forth in Section 2.03 of the Lease, subject to the following amendments to Section 2.03, adding the following double-underlined language and deleting the ~~stricken~~ language:

Section 2.03. Surrender of the Demised Premises.

No later than October 15, 2023 ~~At the Expiration Date~~ or upon the earlier termination of this Lease in accordance with the terms and provisions hereof, Tenant shall quit and surrender the Demised Premises ~~in "broom clean" condition and~~ in the same condition as the Demised Premises were in upon delivery of possession, Landlord's approved alterations, reasonable wear and tear excepted, and shall surrender all keys for the Demised Premises to the ~~Shopping Center's property manager~~ Landlord and shall inform the ~~property manager~~ Landlord of all combinations of locks, safes and vaults, if any, in the Demised Premises. Any alterations, additions, improvements and fixtures paid for by Tenant or installed by Tenant upon the interior or exterior of the Demised Premises (whether or not approved by Landlord), other than unattached moveable trade fixtures and decorations, shall on October 15, 2023 ~~at the Expiration Date~~ or upon the earlier termination of this Lease in accordance with the terms and provisions hereof~~, at Landlord's option,~~ become the property of Landlord. If Landlord chooses not to retain such alterations, additions, improvements and fixtures, then Tenant shall, prior to ~~the Expiration Date~~ October 15, 2023 or earlier termination of this Lease, remove such of these as Landlord chooses at Tenant's expense and shall restore the Demised Premises to its condition immediately preceding Tenant's installation of such alterations, additions, improvements and fixtures. ~~Should Tenant desire to leave~~ Aany personal property left in the Demised Premises shall become the property of the Landlord. ~~, it shall request permission in writing from Landlord, describing such property, not less than thirty (30) days prior to such surrender; and absent such permission in writing, all such property shall be removed by Tenant.~~ Tenant's obligation to observe or perform the covenants contained in this Section shall survive the expiration or earlier termination of the Lease Term. At Landlord's election, Tenant shall remove in accordance with law all underground storage tanks and related lines and equipment from the Demised Premises no later than October 15, 2023 ~~at the Expiration Date~~ or upon the earlier termination of this Lease and Tenant shall remove and remediate all hazardous materials present at the Demised Premises. Tenant shall not be deemed a holdover Tenant from September 30, 2023 to October 15, 2023. If any removal or remediation activities need to occur subsequent to October 15, 2023 ~~the Expiration Date~~ or the earlier termination of this Lease, Tenant shall be deemed a holdover Tenant and Landlord shall be entitled to holdover rent and shall have all other remedies available at law or in equity.

5. Satisfaction and Release of Claims. Landlord will pay Tenant the sum of One Hundred Fifty Thousand and No/100ths Dollars ($150,000.00) as consideration for executing this

Agreement and to fully resolve, settle, satisfy, and release any and all claims or allegations Tenant may have against Landlord related to the Property. Tenant agrees to sign the form of Satisfaction and Release of Claims that is attached as Exhibit A prior to the effective date of termination of the Lease and payment of the consideration by Landlord.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

TENANT:

_____
Sheng Zheng

_____, 2023

_____
Wang Lin

_____, 2023

Lin Inc., A Minnesota corporation

_____
By: _____
Its: _____

_____, 2023

LANDLORD/CITY: Economic Development Authority of Brooklyn Center

_____
By: Reggie Edwards
Its: Executive Director

_____, 2023

PURCHASER: Alatus Brooklyn Center LLC

_____
By: _____
Its: _____

_____, 2023

EXHIBIT A

Form of Satisfaction and Release of Claims

SATISFACTION AND RELEASE OF CLAIMS

RECITALS

A. On March 10, 2011, Centro Saturn Holdings, SPE, LLC, a Delaware limited liability company and the predecessor in interest of the Economic Development Authority of Brooklyn Center ("Landlord" or "City") and Zheng Asian, Inc., a Minnesota corporation and predecessor in interest of Sheng Zheng, individually, Wang Lin, individually, and Lin Inc., operating under the trade name Ocean Buffet (collectively, "Tenant") entered into a Lease Agreement ("Lease") whereby Tenant's predecessor in interest leased, for a term of one hundred twenty (120) full calendar months beginning on the Commencement Date, from Landlord's predecessor in interest that certain premises known as Store #5810 consisting of 8,100 rentable square feet located at 5810 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430 (the "Premises").

B. In March 2016, Landlord and Tenant entered into an Amendment to Lease (the "First Amendment") and since January 2021, the Parties have entered into five (5) additional amendments of the Lease, which included extending the term of the Lease, incorporating provisions related to the potential redevelopment of the Property, a non-refundable relocation payment and extension of the Tenant's option to extend the term of the Lease for an additional five (5) years, subject to the closing of the sale of the Property to the Purchaser on a specific date ("Additional Amendments").

C. The Parties have entered into a Termination of Lease Agreement (the "Termination Agreement") dated _____. Under the Termination Agreement, the Parties agree to terminate the Lease on September 30, 2023.

D. The Parties further agree that the Landlord will pay Tenant the sum of One Hundred Fifty Thousand and No/100th Dollars ($150,000.00) as consideration for the Termination Agreement, and to fully resolve, settle, satisfy, and release any and all claims or allegations Tenant may have against Landlord related to the Property, Tenant's use of the Property, the Lease, or the amendments and termination of the Lease, whether those claims are pleaded or unpleaded, known or unknown, existing now or arising in the future. The Parties now execute this Satisfaction and Release to memorialize the terms of this agreement.

E. Tenant acknowledges receipt of the non-refundable, relocation payment from the Landlord in accordance with the Lease, the First Amendment and Additional Amendments.

F. Tenant acknowledges that they have retained legal counsel, or have been provided with a reasonable opportunity to retain counsel, for purposes of discussing this Satisfaction and Release of Claims, including any relocation benefits that would or may be available to Tenant in connection with the Termination Agreement under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Minn. Stat. § 117.50 et seq., and any

other applicable provisions of law (together, the "URA").

G. Tenant has been fully informed as to the URA and this Satisfaction and Release and desires to knowingly and voluntarily execute this satisfaction and release of claims, services, relocation assistance, payments and benefits in accordance with all applicable laws, and Tenant represents and confirms that payment to Tenant of the amounts due under the Termination Agreement will satisfy in full any claims related to the Property, including claims regarding relocation benefits or payments otherwise due to Tenant.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant agrees as follows for the benefit of the Landlord:

1. The recitals above are incorporated into and made a part of this Satisfaction and Release.

2. Tenant acknowledge that payment to Tenant of $150,000.00 according to the terms of the Termination of Property Lease Agreement (the "Payment") satisfies in full any and all claims in law or equity in any way related to the Property, Tenant's use of the Property, the Lease, or the amendments and termination of the Lease, or the Termination Agreement that have now or could be raised in the future. This includes any claims or amounts for relocation assistance or relocation benefits that the Landlord otherwise may be obligated to pay to Tenant under the URA or any other federal or state law, and that the Payment will constitute full compensation due to Tenant for all claims of any description against the Landlord including but not limited to attorneys' fees, relocation benefits and services, and any damages to the personal property or the going concern or goodwill belonging to Tenant or any of Tenant's business operations conducted on or in conjunction with the Property.

3. Tenant disclaims and releases any claim that Tenant or Tenant's business entities are entitled to receive further relocation benefits or payments under the URA or any other applicable federal or state law with respect to the Property. Tenant acknowledges that he has released such rights with full knowledge of the specific relocation benefits to which he might otherwise be entitled, including without limitation advisory services, actual reasonable moving expenses, and actual reasonable reestablishment expenses.

4. In signing this Satisfaction and Release, Tenant acknowledges that he entered into the Termination Agreement voluntarily and that the Termination Agreement was not made under any threat by the Landlord or its representatives that the Property interests would be acquired by eminent domain. Tenant acknowledges that he was informed in writing that the Landlord would not acquire the Property interests unless the parties reached a mutually satisfactory agreement.

5. Tenant releases and discharges the Landlord and its employees, agents, successors and assigns, of and from any and all liability and claims, at law or in equity, and under any state or federal law, for relocation expenses, payments or benefits in connection with the Property, including damages, interest, and costs, arising out of or in connection with the Termination of Lease Agreement.

TENANT:

_____
Sheng Zheng

_____, 2023

_____
Wang Lin

_____, 2023

Lin Inc., A Minnesota corporation

_____
By: _____
Its: _____

_____, 2023

LANDLORD: Economic Development Authority of Brooklyn Center

_____
By: Reggie Edwards
Its: Executive Director

_____, 2023

Commissioner_____introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2023-_____

RESOLUTION APPROVING THE TERMINATION OF THE LEASE AGREEMENT AND RELOCATION ASSISTANCE AGREEMENT WITH SHENG ZHENG, WANG LIN, LIN, INC., OPERATING UNDER THE TRADE NAME "OCEAN BUFFET" AND ALATUS BROOKLYN CENTER

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") is the owner of certain premises known as Store #5810 consisting of 8,100 rental square feet located at 5810 Shingle Creek Parkway, Brooklyn Center, Minnesota (the "Premises");and

WHEREAS, the EDA leases the Premises to Sheng Zheng, individually, Wang Lin, individually, and Lin, Inc., operating under the trade name "Ocean Buffet" (collectively, the "Tenant"); and

WHEREAS, the EDA and the Tenant's predecessors in interest entered into a Lease Agreement for the Premises on March 10, 2011 (the "Lease"), the Lease was amended in March of 2016 by the EDA and the Tenant;

WHEREAS, the EDA intends to sell property that includes but may not be limited to the Premises to Alatus Brooklyn Center, a Minnesota limited liability company (the "Purchaser") for the purpose of redevelopment, including the demolition of the Premises; and

WHEREAS, the Tenant is eligible to receive relocation services and assistance from the Authority provided under the Minnesota Uniform Relocation Act, Minnesota Statutes, Section 117.52 if it is required to relocate due to the redevelopment of the Premises; and

WHEREAS, the EDA contracted with a relocation consultant to provide relocation services to the Tenant; and

WHEREAS, the EDA's consultant has provided relocation services to the Tenant and advised the Tenant of its rights under the Minnesota Uniform Relocation Act; and

WHEREAS, the EDA and the Tenant reached an agreement to an amendment to the Lease Agreement to add a Relocation Agreement in January 2021, and Tenant was paid a one-time non-refundable Relocation Payment in the amount of $40,000; and

WHEREAS, the Tenant also agreed to terminate the Lease early and the Purchaser agreed to pay the Tenant an early termination payment of $300,000 if the sale of the Premises to the Purchaser occurs; and

WHEREAS, during the remaining term of the Lease, the EDA agreed that Tenant did not need to pay any Minimum Annual Rent under Section 4.01(a) of the Lease, but remained obligated to pay Additional Rent and Percentage Rent; and

WHEREAS, the parties agreed that in the event that the sale of the Premises did not occur by the lease termination date, the Tenant had the right to notify the EDA, by email, of its exercise of the Option Term under the terms of the Lease, which would extend their lease an additional five years, but no further relocation payments would be due to the Tenant because the Tenant's continued occupancy of the Premises after it had received the relocation payment is an occupancy that begins after the date of the property's acquisition for the project under 49 C.F.R. 24.2(a)(9)(ii)(B); and

WHEREAS, the parties agreed to amend the Lease Agreement and Relocation Assistance Agreement in July 2022 to extend the lease termination date to November 30, 2022; and

WHEREAS, the parties agreed to amend the Lease Agreement and Relocation Assistance Agreement in September 2022 to extend the lease termination date to February 28, 2023; and

WHEREAS, the parties agreed to amend the Lease Agreement and Relocation Assistance Agreement in February 2023 to extend the lease termination date to September 30, 2023; and

WHEREAS, the closing of the sale of the Premises has not occurred and will not occur prior to the existing deadline of September 30, 2023, as set forth in the most recent amendment to the Lease Agreement and Relocation Assistance Agreement; and

WHEREAS, the closing of the sale of the Premises is not anticipated to take place for a number of months, and therefore, in the best interests of the parties, the parties have negotiated and desire to terminate the Lease, and any and all amendments thereto, effective September 30, 2023, while allowing the Tenant to surrender the Premises no later than October 15, 2023.

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

1. The EDA hereby approves the Termination of Lease Agreement and Relocation Assistance Agreement in substantially the form presented to the Board, together with any related documents necessary in connection therewith (collectively, the "Agreement"), subject to modifications that do not alter the substance of the Agreement and that are approved by the President and Executive Director, provided that execution of the Agreement by those officials shall be conclusive evidence of their approval.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of theofficers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by suchother officer or officers of the Board as, in the opinion of the City Attorney, may act in their behalf.

3. Upon execution and delivery of the Agreement, the officers and employees of the EDA are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Authority to implement the Agreement.

4. The Board hereby determines that the execution and performance of the Agreement will help realize the public purposes of the Economic Development Authority Act.

_____ _____

Date President

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

Commissionerand 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.

Economic Development Authority

DATE: 9/25/2023

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

SUBJECT: Resolution Approving an Agreement Between Metropolitan Council and the Economic Development Authority of Brooklyn Center for the Park and Ride Lot Located at the Intersection of State Trunk Highway 252 and 66th Avenue North

Requested Council Action:

- Motion to adopt a resolution approving an agreement between Metropolitan Council and the Economic Development Authority of Brooklyn Center, Minnesota for the Park and Ride lot located at the intersection of state trunk highway 252 and 66th Ave N.

Background:

The Economic Development Authority had entered into a agreement with Metropolitan Council in January of 2019. It was a 5 year agreement that is set to expired this year.

The Hwy 252 & 66th Ave Park & Ride is currently served by express bus routes 766 and 768. There are about 10 average weekday boarding, and 11 parked vehicles were counted in the Fall 2022 annual park & ride survey. Prior to the pandemic, in Fall 2019, there were about 70 average weekday boarding and 45 parked vehicles counted, consistent with systemwide trends in express bus ridership since the pandemic. While this is a small park & ride, Metro Transit has requested to renew the agreement because it is the last bus stop on routes 766 and 768 prior to running express to downtown Minneapolis.

Summary of Agreement:

- The Metropolitan Council may use up to 120 Parking Stalls of the 213 available at the site.
- Hours of use are Monday through Friday, during the hours of 5:00 a.m. and 7:00 p.m.
- The Metropolitan Council is responsible for snow removal, and for litter and garbage collection and disposal.
- The Metropolitan Council is also responsible for pothole and crack filling, sealcoating, striping, and sweeping.
- The Metropolitan Council is responsible for maintaining the pedestrian connection between the Park and Ride location and the bus stop.
- The Metropolitan Council will annually pay the EDA $3,500.
- The agreement is for 5 years, however, either party can cancel the agreement with 30 days notice.

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Resident Economic Stability, Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/13/2023	Resolution Letter
Agreement	9/13/2023	Exhibit
Current Signed Agreement	9/13/2023	Backup Material

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2023-_____

RESOLUTION APPROVING AN AGREEMENT BETWEEN METROPOLITAN COUNCIL AND THE ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA FOR THE PARK AND RIDE LOT LOCATED AT THE INTERSECTION OF STATE TRUNK HIGHWAY 252 AND 66TH AVENUE NORTH

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") owns and maintains a parking lot currently being used by the Metropolitan Council (the "Council") as a park and ride location in accordance with an agreement dated November 1, 2018 (the "Original Agreement"); and

WHEREAS, the Original Agreement expired on October 31, 2019, but the EDA and the Council mutually consented to the extension of the Original Agreement for four (4) additional one-year periods, which results in a termination date of October 31, 2023; and

WHEREAS, the Original Agreement included (1) allowing the Council and its customers to use 120 parking stalls on the EDA property, (2) establishing hours for usage of the parking lot, (3) a permanent pedestrian easement obtained by the EDA to provide a connection to the parking lot, (4) maintenance, signage, insurance and snow removal obligations, and (5) annual compensation to the EDA from the Council; and

WHEREAS, the EDA and the Council desire to enter into a new agreement providing for the Council's use of the EDA parking lot, on substantially similar terms, with the addition of project managers for both the EDA and the Council and with a five (5) year term terminating on October 31, 2027; and

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

1. The EDA hereby approves the Agreement Between Metropolitan Council and City of Brooklyn Center Economic Development Authority (the "Agreement") in substantially the form presented to the Board, subject to modifications that do not alter the substance of the Agreement and that are approved by the President and Executive Director, provided that execution of the Agreement by those officials shall be conclusive evidence of their approval.

2. EDA staff and officials are authorized to take all actions necessary to perform the EDA's obligations under the Agreement as a whole.

Date	President

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Metropolitan Council No. 23I084

Metropolitan Council
390 Robert Street
St. Paul, Minnesota 55101

City of Brooklyn Center
Economic Development Authority
Attn: Jesse Anderson
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2199

AGREEMENT BETWEEN METROPOLITAN COUNCIL AND CITY OF BROOKLYN CENTER ECONOMIC DEVELOPMENT AUTHORITY

This Agreement Between Metropolitan Council and the City of Brooklyn Center Economic Development Authority ("**Agreement**"), effective as of the ___ day of _____, 2023, is made and entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter referred to as "**Council**") and the Economic Development Authority of Brooklyn Center, Minnesota (hereinafter referred to as "**EDA**").

RECITALS

WHEREAS, the EDA desires to contribute to the reduction of transportation problems in the St. Paul and Minneapolis Metropolitan area;

WHEREAS, the Council wishes to establish locations within the metropolitan area at which passengers may park their personal vehicles and ride a Council bus to the downtown areas of Minneapolis and St. Paul;

WHEREAS, the EDA owns and maintains a parking lot currently being used by Council as a Park & Ride location (the "**Property**").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IT IS MUTUALLY AGREED, by and between the parties hereto, as follows:

1. **Use of Parking Lot**. The EDA hereby grants the Council a license to allow the Council and its customers for transit services to use 120 stalls of the 213 available stalls located on the Property (detailed on map attached as **Exhibit A** and incorporated) owned by the EDA, located at the intersection of State Trunk Highway 252 and 66th Avenue North in Brooklyn Center, Minnesota, as a Park and Ride lot for Council customer vehicle parking.

2. **Time of Usage**. The parking lot may be used by Council Monday through Friday, during the hours of 5:00 a.m. and 7:00 p.m., except on those days which may be designated from time to time by the EDA for lot maintenance. Days designated as necessary for lot maintenance will not exceed five (5) days during each twelve (12) month term of this Agreement and will be scheduled and communicated at least forty-eight (48) hours in advance. During days designated for lot maintenance, some or all of the 120 Park & Ride parking stalls will revert to the EDA for use for the entire day.

3. **Property Easement for ADA walkway.** The EDA has secured a permanent easement (attached as **Exhibit B** and incorporated) for the pedestrian connection constructed by Council in 2008 between the Park and Ride location and the Metro Transit Bus Stop along State Trunk Highway 252. The Council shall maintain the Easement area in **Exhibit B** in the same manner as provided for in *Sections 4* and *9* of this Agreement.

4. **Maintenance.** For the duration of this Agreement, the EDA shall provide or arrange for and be financially responsible for provisions of all maintenance or repair of the parking lot, except as noted elsewhere in this Agreement. The EDA's maintenance responsibilities include lighting, turf and landscape maintenance, and utilities. EDA is also responsible for all other non-routine maintenance and capital repairs.

   The Council is responsible for snow removal as discussed in *Section 9* of this Agreement, and for litter and garbage collection and disposal in the Park & Ride area and along the pedestrian connection. Council is also responsible for pothole and crack filling, sealcoating, striping, and sweeping in the Park & Ride area, and for same or similar maintenance that may be required elsewhere in the parking lot in order to uniformly provide safe and adequate access to the Park & Ride area.

   The Council also assumes full responsibility for maintaining the pedestrian connection between the Park and Ride location and the bus stop along State Trunk Highway 252 in a safe and functional condition, including, but not limited to, maintenance of the pavement and the safety railing.

5. **Signs**. The Council may, with the agreement of the EDA, erect signs on or adjacent to the parking lot designating the area as a Park & Ride lot and specifying the days on which it may be used as such by Council customers.

6. **Liability**. Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The Council's and the EDA's liability is governed by the provisions of Minnesota Statutes Chapter 466.

7. **Term and Termination**. This Agreement shall be for a term of five (5) years and shall commence on November 1, 2023 and shall terminate on October 31, 2028.

   Either party may terminate this Agreement at any time, and for any reason, by providing the other party thirty (30) days' advance written notice.

8. **Insurance Coverage**. The Council is self-insured for its Workers' Compensation, Business Auto and General Liability. As a Municipality, pursuant to Minnesota Statues Chapter 466, the Metropolitan Council has immunity from tort liability in excess of $500,000/person and $1,500,000/occurrence. Accordingly, the limits of liability for the Council's Business Auto Coverage and General Liability are capped at $500,000 per person and $1,500,000 per occurrence.

   If the Council purchases insurance from a third-party insurer, the Council will add the EDA as an additional insured on the liability insurance policies providing coverage for the Council. Proof of insurance and the aforementioned inclusion will be provided to the EDA within thirty (30) days of the execution of this Agreement. In the event its insurance is cancelled, terminated or otherwise changed, the Council will provide the EDA with written notice of such change(s).

9. **Snow Removal.** The Council agrees to provide or arrange for regular and timely snow removal in that area of the EDA's parking lot used for Park & Ride purposes as well as may be needed in other areas of the parking lot to safely and reasonably access the Park & Ride area, and for snow removal of the pedestrian connection to the bus stop location on State Trunk Highway 252.

10. Compensation and Reimbursement. Compensation for the license granted shall be $3,500.00 annually due and payable to the EDA within thirty (30) days of agreement execution and **annually thereafter.**

11. **General Provisions.**

11.1 *Entire Agreement.* This Agreement (including any and all exhibits and amendments hereto, which are hereby incorporated herein by reference) constitutes the entire agreement between the parties and supersedes all oral or written proposals, prior agreements and any other prior communications between the parties concerning the subject matter of this Agreement. Any modifications or changes to this Agreement shall be effective only where mutually agreed upon in writing by both parties. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their successors and/or assigns.

11.2 *Severability*. Should any provision of this Agreement be held to be void, invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

11.3 *Authority to Execute*. The parties mutually represent and warrant that (i) each has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein and (ii) that the person(s) executing this Agreement below on each party's behalf is/are duly authorized to do so and that the signatures of such person(s) is/are legally sufficient to bind the parties hereunder.

11.4 *Assignment.* The Council agrees to use the Property for the purpose stated in this Agreement and shall not assign, subcontract, sublet, or transfer this lease without receiving express written consent from the EDA.

11.5 *Successor and Assigns*. This Agreement shall be binding on the parties and their successors and/or assigns.

11.6 *No Third-Party Beneficiaries*. Except as expressly provided in this Agreement, no person not a party to this Agreement shall have any rights or entitlement of any nature under it.

11.8 *Data and Audits*. Each party shall maintain its records in accordance with the Minnesota Data Practices Act and both parties are subject to audit as provided in Minnesota Statutes, section 16C.05, subdivision 5.

11.9 **PROJECT MANAGER**. The Council's Project Manager for the purposes of administration of this Contract is _____, or such other person as may be designated in writing by the Council. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the Council.

The City's Project Manager for the purposes of administration of this Agreement is _____, or such other person as may be designated in writing by the Council. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the Council.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons thereunto duly authorized as of the day and year written below.

METROPOLITAN COUNCIL

By _____ Date: _____
Marilyn Porter
Its: Director, Engineering and Facilities

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By _____ Date: _____
Printed Name: _____
Its: _____

EXHIBIT A
Map of Designated Parking Stalls



EXHIBIT B

Recorded Easement Agreement for Pedestrian Connection
Between the Park and Ride and Bus Stop along State Trunk Highway 252

No delinquent taxes

Current year taxes for whole parcel are paid

Transfer Entered

Jul 24, 2018 3:53 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer

Doc No **T05546969**

Certified, filed and/or recorded on
Jul 24, 2018 3:53 PM

Office of the Registrar of Titles
Hennepin County, Minnesota
Martin McCormick, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 117	Pkg ID 1715600C
Attested Copy or Duplicate Original	$2.00
Document Recording Fee	$46.00
Document Total	$48.00

PID(s)
36-119-21-13-0144

Existing Certs
1452759

This cover sheet is now a permanent part of the recorded document.

No delinquent taxes

Current year taxes for whole parcel are paid

Transfer Entered

Jul 24, 2018 3:47 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer

Doc No **A10574763**

Certified, filed and/or recorded on
Jul 24, 2018 3:47 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 117 Pkg ID 1715596C

Attested Copy or Duplicate Original	$2.00
Certified Copy of any document	$10.00
Document Recording Fee	$46.00
Document Total	$58.00

PID(s)
36-119-21-13-0144

COPY

This cover sheet is now a permanent part of the recorded document.

COPY

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT (this "Easement Agreement") is made as of this 29th day of June, 2018 by and between SFG NET LEASE TG MINNEAPOLIS, LLC, a Georgia limited liability company ("Grantor") and the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota ("Grantee").

RECITALS:

WHEREAS, Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (the "Council"), and Regal Cinema, Inc., a Tennessee corporation ("Regal"), as predecessor in interest to Grantee, entered into that certain License Agreement dated as of November 13, 2006 and effective as of October 1, 2006, as amended by that certain Amendment No. 1 to License Agreement effective as of June 12, 2008 (collectively, the "License Agreement");

WHEREAS, pursuant to the License Agreement, Regal, as the licensor, granted to the Council, as licensee, a non-exclusive license to use 200 stalls of the parking lot and driveway owned by Regal at 6420 Camden Avenue North, near the intersection of Hwy 252 and 66th Avenue North in Brooklyn Center, Minnesota, as a parking lot for the parking of automobiles for Council passengers, together with an American with Disabilities Act pathway (the "Sidewalk") connecting the parking lot park-and-ride area to a bus stop located in MnDOT highway right-of-way northeast thereof (collectively, the "License Area");

WHEREAS, the majority of the License Area, including the parking lot, is presently located on a portion of the following real property owned by Grantee (the "Grantee Property"):

Lot 2, Block 1, Topgolf Addition, Hennepin County, Minnesota;

WHEREAS, the remainder of the License Area, which includes the Sidewalk, is located on a portion the following real property owned by Grantor (the "Grantor Property"):

Lot 1, Block 1, Topgolf Addition, Hennepin County, Minnesota;

WHEREAS, Grantor desires to grant to Grantee a non-exclusive pedestrian easement over the Sidewalk so that Grantee may continue to meet its obligations as the licensor under the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, delivery and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby declare and agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee, its agents, tenants, employees, contractors, licensees, and invitees, a perpetual non-exclusive right, privilege, and easement over, across, and upon all areas described and depicted as "SIDEWALK EASEMENT" on Exhibit "A" (the "Sidewalk Easement Area") to use the Sidewalk located within the Sidewalk Easement Area for ingress and egress by pedestrians, bicycles, and similar non-vehicular traffic between the Grantee Property and the MnDOT highway right-of-way northeast thereof, subject to compliance with the rules and regulations of the City of Brooklyn Center and with the terms of the License Agreement. The easement and right herein granted are collectively referred to herein as the "Sidewalk Easement".

2. Purpose; Termination. The Sidewalk Easement shall be permanent for the limited purpose of allowing Grantee to meet its obligations as the licensor under the License Agreement, and upon termination of the License Agreement, this Easement Agreement shall automatically terminate. Grantee shall, within ten (10) days of such termination, notify Grantor and file any instrument reasonably requested by Grantor to evidence the termination hereof.

3. Non-Exclusive. The Sidewalk Easement granted herein is granted on a non-exclusive basis and Grantor, its agents, tenants, employees, contractors, licensees, and invitees shall have the right to continue to use the Sidewalk and other areas of the Sidewalk Easement Area so long as such use does not interfere with Grantee's use and enjoyment of the Sidewalk Easement granted to Grantee hereunder.

4. Maintenance and Snow Removal.

(a) Grantee shall, at its own cost and expense, maintain, repair, replace (if necessary), and keep the Sidewalk and other areas of the Sidewalk Easement Area in good order, condition, and repair, ordinary wear and tear excepted. All maintenance, repairs, and replacements by Grantee shall be performed in a good, workmanlike, lien-free and diligent manner and, without limitation, shall include: (i) maintenance, repair, and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality and appearance; (ii) removal of all trash and debris and washing and sweeping as required; (iii) removal of snow and ice in accordance with Section 4(b); and (iv) keeping the Sidewalk illuminated by lighting fixtures and re-lamping as needed. Grantee shall cause all third-party contractors engaged to perform such maintenance, repairs or replacements to be adequately insured and to include Grantor as an additional insured on all liability policies relative to the Sidewalk Easement Area.

(b) Grantee shall promptly remove or cause to be removed snow and ice from the Sidewalk in accordance with the City of Brooklyn Center snow and ice removal procedures and standards currently enacted and as may be amended from time to time.

(c) If Grantee fails to perform any of the foregoing obligations, then Grantor may (but shall not be required to) perform the same after giving Grantee two (2) days' prior written notice, provided that no such written notice shall be required in the case of an emergency. Grantee shall, on demand, reimburse Grantor for the reasonable costs thereof.

5. No Obstruction. Other than during periods of construction or maintenance, the Sidewalk shall at all times remain open for pedestrians and unobstructed, and no construction, maintenance or other activity of Grantor shall materially interfere with Grantee's use and enjoyment of the Sidewalk. Grantee shall provide Grantor with reasonable prior written notice before performing any construction or other activity that would cause the Sidewalk to cease to be open and shall cause any material interference or other cessation of use of the Sidewalk to end as soon as practicable.

6. Singular and Plural. Whenever required by the context of this Easement Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

7. Negation of Partnership. None of the terms or provisions of this Easement Agreement shall be deemed to create a partnership between Grantor and Grantee in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for the other party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

9. Estoppel. Each party shall execute and deliver to the other party requesting an estoppel certificate (but not more than one (1) time in any twelve (12) month period, unless related to a sale, lease or refinancing any property affected hereby) stating that this Easement Agreement is in full force and effect and that no party is in default hereunder (or specifying in detail any default). Such certificate shall be delivered within thirty (30) days of such request.

10. Binding Effect. All covenants contained herein shall be deemed to be covenants that run with the land, and shall be binding upon the owner of the Grantor Property and its successors and assigns, and shall inure to the benefit of the owner of the Grantee Property and its successors and assigns.

11. Modification. No provision or term of this Easement Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument (designated as such a change) duly executed by Grantor and Grantee, or their respective successors and assigns.

12. Waiver. The failure by any party to enforce any provision of this Easement Agreement in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Easement Agreement shall not be deemed a waiver of any subsequent breach of that provision.

13. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14. Severability. If any provision of this Easement Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Easement Agreement shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions he in any way affected or impaired in any other jurisdiction.

15. Authority. Grantor and Grantee each represent and warrant to each other that they are authorized to enter into this Easement Agreement and perform the covenants set forth herein.

16. Notices. All notices and demands herein required or permitted shall be in writing and sent by certified mail, return receipt requested, or nationally recognized overnight courier service (e.g., Fed Ex) at the address or addresses to which tax statements would be sent by the taxing authority of Hennepin County, Minnesota, or as otherwise provided in writing to Grantor or Grantee, or their respective successors and assigns.

17. Reasonable Construction. The rule of strict construction does not apply to the grant of easements contained herein. These grants shall be given a reasonable construction in order that the intention of Grantor and Grantee to confer a commercially usable right of enjoyment for the purposes stated herein.

18. Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original; further the signature of Grantor and Grantee on this Easement Agreement may be executed and notarized on separate pages, and when attached to this Easement Agreement shall constitute one complete document.

19. Captions. The section headings appearing in this Easement Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

SFG NET LEASE TG MINNEAPOLIS, LLC,
a Georgia limited liability company

By: _____
Name: David Burch
Title: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

This instrument was acknowledged before me on this 27th day of June, 2018, by David Burch, as the Vice President of SFG NET LEASE TG MINNEAPOLIS, LLC, a Delaware limited liability company.

NEAL MOSKOWITZ NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 29, 2020

_____
Printed Name: Neal Moskowitz
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 8-29-2020

Signature Page to Pedestrian Easement Agreement

GRANTEE:

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota

By: Tim Willson
Name: Tim Willson
Title: President

By:
Name: Curt Boganey
Title: Executive Director

ACKNOWLEDGMENT

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 23rd day of July, 2018, by Tim Willson, as the President, and Curt Boganey, as the Executive Director of ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota.

Printed Name: Troy Gilchrist
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 1-31-22

TROY JOHN GILCHRIST
Notary Public, State of Minnesota
My Commission Expires
January 31, 2022

Signature Page to Pedestrian Easement Agreement

MORTGAGEE CONSENT TO PEDESTRIAN EASEMENT AGREEMENT

The undersigned Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 23, 2018, recorded on March 26, 2018 as Document Number 10538787 (abstract), and recorded on March 26, 2018 as Document Number 05519262 (torrens), by SFG Net Lease TG Minneapolis, LLC ("***Landlord***"), hereby acknowledges and consents to the Pedestrian Easement Agreement, by Landlord in favor of and Economic Development Authority of Brooklyn Center.

MORTGAGEE:

AFF M TG, LLC,
a Delaware limited liability company

By: _____
Name: Dror Bezalel
Title: Vice President

ACKNOWLEDGMENT

STATE OF Georgia)
) ss.
COUNTY OF Cobb)

This instrument was acknowledged before me on this 14 day of June, 2018, by Dror Bezalel, as the Vice President of AFF M TG, LLC, a Delaware limited liability company.

_____
Printed Name: Carmen Roberts
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 9/24/18

CARMEN ROBERTS NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 24, 2018

THIS INSTRUMENT WAS DRAFTED BY:

Ryan C. Westhoff
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111

Please Return to:
Kennedy and Graven
Box 198

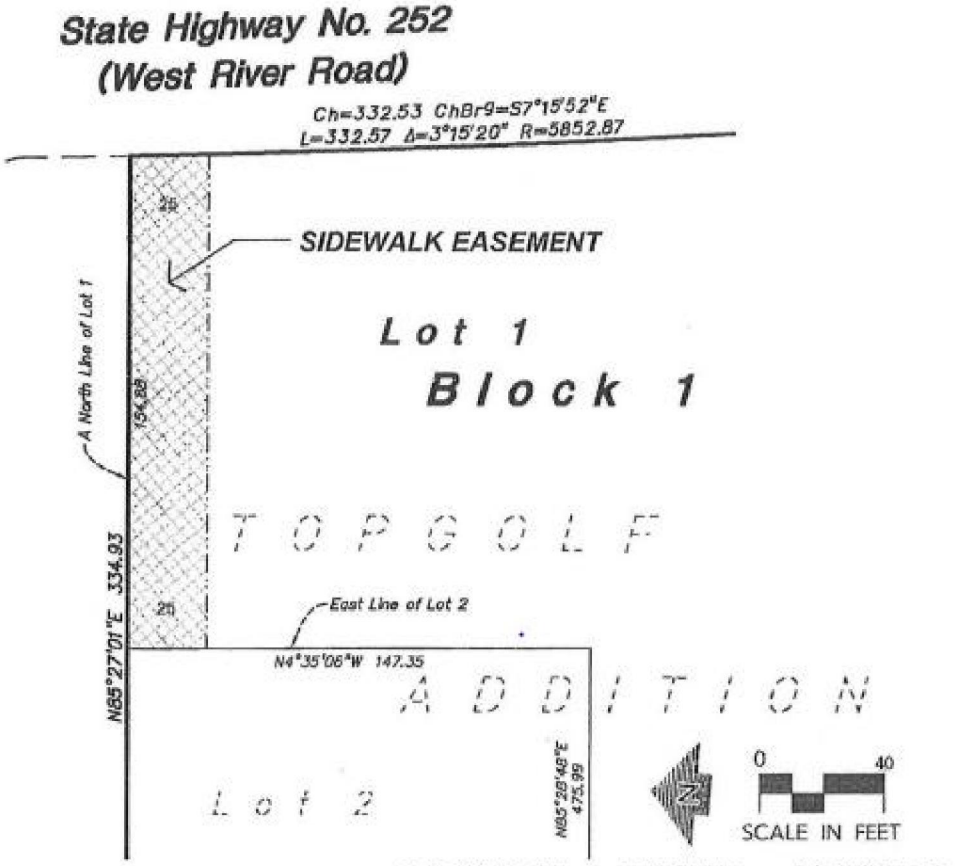
Signature Page to Pedestrian Easement Agreement

EXHIBIT A

EXHIBIT

DESCRIPTION

The most northerly 25.00 feet of Lot 1, Block 1, lying east of Lot 2, Block 1, TOPGOLF ADDITION, Hennepin County, Minnesota



PROJECT NUMBER: 16366 DRAWN BY: KMM SHEET NUMBER 1 OF 1

LOUCKS
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

© 2018

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS
License No. 48988
Date 04/26/18

Exhibit "A" to Pedestrian Easement Agreement

523686v3 SJS BR305-144

Metropolitan Council No. 18I069

Metropolitan Council
390 Robert Street
St. Paul, Minnesota 55101

City of Brooklyn Center
Economic Development Authority
Attn: Meg Beekman
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2199

AGREEMENT BETWEEN METROPOLITAN COUNCIL AND CITY OF BROOKLYN CENTER ECONOMIC DEVELOPMENT AUTHORITY

This Agreement, effective November 1, 2018, is made and entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter called "the Council") and the Economic Development Authority of Brooklyn Center, Minnesota (hereinafter called "the EDA").

RECITALS

WHEREAS, the EDA desires to contribute to the reduction of transportation problems in the St. Paul and Minneapolis Metropolitan area;

WHEREAS, the Council wishes to establish locations within the metropolitan area at which passengers may park their personal vehicles and ride a Council bus to the downtown areas of Minneapolis and St. Paul;

WHEREAS, the EDA owns and maintains a parking lot currently being used by Council as a Park & Ride location.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IT IS MUTUALLY AGREED, by and between the parties hereto, as follows:

1. **Use of Parking Lot.** The EDA hereby grants the Council a license to allow the Council and its customers for transit services to use one hundred twenty (120) stalls of the 213 available stalls in the parking lot (detailed on map attached hereto as **Exhibit A** and incorporated herein) owned by the EDA, located at the intersection of State Trunk Highway 252 and 66th Avenue North in Brooklyn Center, Minnesota, as a Park and Ride lot for Council customer vehicle parking.

2. **Time of Usage.** The parking lot may be used by Council Monday through Friday, during the hours of 5:00 a.m. and 7:00 p.m., except on those days which may be designated from time to time

by the EDA for lot maintenance. Days designated as necessary for lot maintenance will not exceed five days during each 12-month term of this agreement and will be scheduled and communicated at least 48 hours in advance. During days designated for lot maintenance, some or all of the 120 Park & Ride parking stalls will revert to the EDA for use for the entire day.

3. **Property Easement for ADA walkway.** The EDA has secured a permanent easement (attached hereto as **Exhibit B** and incorporated herein) for the pedestrian connection constructed by Council in 2008 between the Park and Ride location and the Metro Transit Bus Stop along State Trunk Highway 252. The Council shall maintain the Easement area in **Exhibit B** in the same manner as provided for in Sections 4 and 9 of this Agreement.

4. **Maintenance.** For the duration of this Agreement, the EDA shall provide or arrange for and be financially responsible for provisions of all maintenance or repair of the parking lot, except as noted elsewhere in this Agreement. The EDA's maintenance responsibilities include lighting, turf and landscape maintenance, and utilities. EDA is also responsible for all other non-routine maintenance and capital repairs.

   The Council is responsible for snow removal as discussed in Section 9 of this Agreement, and for litter and garbage collection and disposal in the Park & Ride area and along the pedestrian connection. Council is also responsible for pothole and crack filling, sealcoating, striping, and sweeping in the Park & Ride area, and for same or similar maintenance that may be required elsewhere in the parking lot in order to uniformly provide safe and adequate access to the Park & Ride area.

   The Council also assumes full responsibility for maintaining the pedestrian connection between the Park and Ride location and the bus stop along State Trunk Highway 252 in a safe and functional condition, including, but not limited to, maintenance of the pavement and the safety railing.

5. **Signs.** The Council may, with the agreement of the EDA, erect signs on or adjacent to the parking lot designating the area as a Park & Ride lot and specifying the days on which it may be used as such by Council customers.

6. **Liability.** Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The Council's and the EDA's liability is governed by the provisions of Minnesota Statutes Chapter 466.

7. **Term and Termination.** This agreement shall be for a term of one year and will expire on October 31, 2019 and may be extended with the mutual consent of the parties with no change in terms for four additional one-year periods by providing the EDA 30 days' written notice.

   Either party may terminate this Agreement at any time, and for any reason, by providing the other party 30 days' written notice.

8. **Insurance Coverage.** The Council is self-insured for its Workers' Compensation, Business Auto and General Liability. As a Municipality, pursuant to Minnesota Statues Chapter 466, the Metropolitan Council has immunity from tort liability in excess of $500,000/person and $1,500,000/occurrence. Accordingly, the limits of liability for the Council's Business Auto Coverage and General Liability are capped at $500,000 per person and $1,500,000 per occurrence.

   If the Council purchases insurance from a third-party insurer, the Council will add the EDA as an additional insured on the liability insurance policies providing coverage for the Council. Proof of insurance and the aforementioned inclusion will be provided to the EDA within 30 days of the execution of this Agreement. In the event its insurance is cancelled, terminated or otherwise changed, the Council will provide the EDA with written notice of such change(s).

9. **Snow Removal.** The Council agrees to provide or arrange for regular and/or timely snow removal in that area of the EDA's parking lot used for Park & Ride purposes as well as may be needed in other areas of the parking lot to safely and reasonably access the Park & Ride area, and for snow removal of the pedestrian connection to the bus stop location on State Trunk Highway 252.

10. **Compensation and Reimbursement.** Compensation for the license granted herein shall be Three Thousand Five Hundred and no/100 dollars ($3,500.00) annually due and payable to the EDA within 30 days of agreement execution and each subsequent extension period.

11. **General Provisions.**

   11.1 *Entire Agreement.* This Agreement (including any and all exhibits and amendments hereto, which are hereby incorporated herein by reference) constitutes the entire agreement between the parties and supersedes all oral or written proposals, prior agreements and any other prior communications between the parties concerning the subject matter of this Agreement. Any modifications or changes to this Agreement shall be effective only where mutually agreed upon in writing by both parties. This Agreement shall be fully binding upon, inure to the benefit of

and be enforceable by the parties hereto and their successors and/or assigns.

11.2 *No Agency or Joint Venture.* The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership, franchise or joint venture and neither party is the other party's agent, partner, franchisee, employee or representative.

11.3 *Severability.* Should any provision of this Agreement be held to be void, invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

11.4 *Authority to Execute.* The parties mutually represent and warrant that (i) each has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein and (ii) that the person(s) executing this Agreement below on each party's behalf is/are duly authorized to do so and that the signatures of such person(s) is/are legally sufficient to bind the parties hereunder

11.5 *Assignment.* The Council agrees to use the property for the purpose stated in this Agreement and shall not assign, subcontract, sublet, or transfer this lease without receiving express written consent from the EDA.

11.6 *Successor and Assigns.* This Agreement shall be binding on the parties and their successors and/or assigns.

11.7 *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no person not a party to this Agreement shall have any rights or entitlement of any nature under it.

11.8 *Data and Audits.* Each party shall maintain its records in accordance with the Minnesota Data Practices Act and both parties are subject to audit as provided in Minnesota Statutes, section 16C.05, subdivision 5.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons thereunto duly authorized as of the day and year written below.

METROPOLITAN COUNCIL

By _____ Date: 1/22/2019
Marilyn Porter
Its Director, Engineering and Facilities

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By _____ Date: 1/15/19
Curt Boganey
Its Executive Director

EXHIBIT A
Map of Designated Parking Stalls

(attached hereto)


Exhibit A
66th Ave N
66th Ave N
Checkers
Wells Fargo ATM
N Camden Ave
EDA Property
Park & Ride
120 stalls
Pedestrian easement

EXHIBIT B

Recorded Easement Agreement for Pedestrian Connection
Between the Park and Ride and Bus Stop along State Trunk Highway 252

(attached hereto)

No delinquent taxes

Current year taxes for whole parcel are paid

Transfer Entered

Jul 24, 2018 3:53 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer

Doc No **T05546969**

Certified, filed and/or recorded on
Jul 24, 2018 3:53 PM

Office of the Registrar of Titles
Hennepin County, Minnesota
Martin McCormick, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 117	Pkg ID 1715600C
Attested Copy or Duplicate Original	$2.00
Document Recording Fee	$46.00
Document Total	$48.00

PID(s)

36-119-21-13-0144

Existing Certs

1452759

COPY

This cover sheet is now a permanent part of the recorded document.

No delinquent taxes

Current year taxes for whole parcel are paid

Transfer Entered

Jul 24, 2018 3:47 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer

Doc No **A10574763**

Certified, filed and/or recorded on
Jul 24, 2018 3:47 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 117	Pkg ID 1715596C
Attested Copy or Duplicate Original	$2.00
Certified Copy of any document	$10.00
Document Recording Fee	$46.00
Document Total	$58.00

PID(s)

36-119-21-13-0144

COPY

This cover sheet is now a permanent part of the recorded document.

COPY

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT (this "Easement Agreement") is made as of this 29th day of June, 2018 by and between SFG NET LEASE TG MINNEAPOLIS, LLC, a Georgia limited liability company ("Grantor") and the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota ("Grantee").

RECITALS:

WHEREAS, Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (the "Council"), and Regal Cinema, Inc., a Tennessee corporation ("Regal"), as predecessor in interest to Grantee, entered into that certain License Agreement dated as of November 13, 2006 and effective as of October 1, 2006, as amended by that certain Amendment No. 1 to License Agreement effective as of June 12, 2008 (collectively, the "License Agreement");

WHEREAS, pursuant to the License Agreement, Regal, as the licensor, granted to the Council, as licensee, a non-exclusive license to use 200 stalls of the parking lot and driveway owned by Regal at 6420 Camden Avenue North, near the intersection of Hwy 252 and 66th Avenue North in Brooklyn Center, Minnesota, as a parking lot for the parking of automobiles for Council passengers, together with an American with Disabilities Act pathway (the "Sidewalk") connecting the parking lot park-and-ride area to a bus stop located in MnDOT highway right-of-way northeast thereof (collectively, the "License Area");

WHEREAS, the majority of the License Area, including the parking lot, is presently located on a portion of the following real property owned by Grantee (the "Grantee Property"):

Lot 2, Block 1, Topgolf Addition, Hennepin County, Minnesota;

WHEREAS, the remainder of the License Area, which includes the Sidewalk, is located on a portion the following real property owned by Grantor (the "Grantor Property"):

Lot 1, Block 1, Topgolf Addition, Hennepin County, Minnesota;

WHEREAS, Grantor desires to grant to Grantee a non-exclusive pedestrian easement over the Sidewalk so that Grantee may continue to meet its obligations as the licensor under the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, delivery and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby declare and agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee, its agents, tenants, employees, contractors, licensees, and invitees, a perpetual non-exclusive right, privilege, and easement over, across, and upon all areas described and depicted as "SIDEWALK EASEMENT" on Exhibit "A" (the "Sidewalk Easement Area") to use the Sidewalk located within the Sidewalk Easement Area for ingress and egress by pedestrians, bicycles, and similar non-vehicular traffic between the Grantee Property and the MnDOT highway right-of-way northeast thereof, subject to compliance with the rules and regulations of the City of Brooklyn Center and with the terms of the License Agreement. The easement and right herein granted are collectively referred to herein as the "Sidewalk Easement".

2. Purpose; Termination. The Sidewalk Easement shall be permanent for the limited purpose of allowing Grantee to meet its obligations as the licensor under the License Agreement, and upon termination of the License Agreement, this Easement Agreement shall automatically terminate. Grantee shall, within ten (10) days of such termination, notify Grantor and file any instrument reasonably requested by Grantor to evidence the termination hereof.

3. Non-Exclusive. The Sidewalk Easement granted herein is granted on a non-exclusive basis and Grantor, its agents, tenants, employees, contractors, licensees, and invitees shall have the right to continue to use the Sidewalk and other areas of the Sidewalk Easement Area so long as such use does not interfere with Grantee's use and enjoyment of the Sidewalk Easement granted to Grantee hereunder.

4. Maintenance and Snow Removal.

(a) Grantee shall, at its own cost and expense, maintain, repair, replace (if necessary), and keep the Sidewalk and other areas of the Sidewalk Easement Area in good order, condition, and repair, ordinary wear and tear excepted. All maintenance, repairs, and replacements by Grantee shall be performed in a good, workmanlike, lien-free and diligent manner and, without limitation, shall include: (i) maintenance, repair, and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality and appearance; (ii) removal of all trash and debris and washing and sweeping as required; (iii) removal of snow and ice in accordance with Section 4(b); and (iv) keeping the Sidewalk illuminated by lighting fixtures and re-lamping as needed. Grantee shall cause all third-party contractors engaged to perform such maintenance, repairs or replacements to be adequately insured and to include Grantor as an additional insured on all liability policies relative to the Sidewalk Easement Area.

(b) Grantee shall promptly remove or cause to be removed snow and ice from the Sidewalk in accordance with the City of Brooklyn Center snow and ice removal procedures and standards currently enacted and as may be amended from time to time.

(c) If Grantee fails to perform any of the foregoing obligations, then Grantor may (but shall not be required to) perform the same after giving Grantee two (2) days' prior written notice, provided that no such written notice shall be required in the case of an emergency. Grantee shall, on demand, reimburse Grantor for the reasonable costs thereof.

5. No Obstruction. Other than during periods of construction or maintenance, the Sidewalk shall at all times remain open for pedestrians and unobstructed, and no construction, maintenance or other activity of Grantor shall materially interfere with Grantee's use and enjoyment of the Sidewalk. Grantee shall provide Grantor with reasonable prior written notice before performing any construction or other activity that would cause the Sidewalk to cease to be open and shall cause any material interference or other cessation of use of the Sidewalk to end as soon as practicable.

6. Singular and Plural. Whenever required by the context of this Easement Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

7. Negation of Partnership. None of the terms or provisions of this Easement Agreement shall be deemed to create a partnership between Grantor and Grantee in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for the other party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

9. Estoppel. Each party shall execute and deliver to the other party requesting an estoppel certificate (but not more than one (1) time in any twelve (12) month period, unless related to a sale, lease or refinancing any property affected hereby) stating that this Easement Agreement is in full force and effect and that no party is in default hereunder (or specifying in detail any default). Such certificate shall be delivered within thirty (30) days of such request.

10. Binding Effect. All covenants contained herein shall be deemed to be covenants that run with the land, and shall be binding upon the owner of the Grantor Property and its successors and assigns, and shall inure to the benefit of the owner of the Grantee Property and its successors and assigns.

11. Modification. No provision or term of this Easement Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument (designated as such a change) duly executed by Grantor and Grantee, or their respective successors and assigns.

12. Waiver. The failure by any party to enforce any provision of this Easement Agreement in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Easement Agreement shall not be deemed a waiver of any subsequent breach of that provision.

13. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14. Severability. If any provision of this Easement Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Easement Agreement shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions he in any way affected or impaired in any other jurisdiction.

15. Authority. Grantor and Grantee each represent and warrant to each other that they are authorized to enter into this Easement Agreement and perform the covenants set forth herein.

16. Notices. All notices and demands herein required or permitted shall be in writing and sent by certified mail, return receipt requested, or nationally recognized overnight courier service (e.g., Fed Ex) at the address or addresses to which tax statements would be sent by the taxing authority of Hennepin County, Minnesota, or as otherwise provided in writing to Grantor or Grantee, or their respective successors and assigns.

17. Reasonable Construction. The rule of strict construction does not apply to the grant of easements contained herein. These grants shall be given a reasonable construction in order that the intention of Grantor and Grantee to confer a commercially useable right of enjoyment for the purposes stated herein.

18. Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original; further the signature of Grantor and Grantee on this Easement Agreement may be executed and notarized on separate pages, and when attached to this Easement Agreement shall constitute one complete document.

19. Captions. The section headings appearing in this Easement Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

SFG NET LEASE TG MINNEAPOLIS, LLC,
a Georgia limited liability company

By: _____
Name: David Burch
Title: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

This instrument was acknowledged before me on this 27th day of June, 2018, by David Burch, as the Vice President of SFG NET LEASE TG MINNEAPOLIS, LLC, a Delaware limited liability company.

NEAL MOSKOWITZ NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 29, 2020

_____
Printed Name: Neal Moskowitz
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 8-29-2020

GRANTEE:

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota

By: Tim Willson
Name: Tim Willson
Title: President

By: _____
Name: Curt Boganey
Title: Executive Director

ACKNOWLEDGMENT

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 23rd day of July, 2018, by Tim Willson, as the President, and Curt Boganey, as the Executive Director of ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, a public body corporate and politic under the laws of the State of Minnesota.

_____
Printed Name: Troy Gilchrist
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 1-31-22

TROY JOHN GILCHRIST
Notary Public, State of Minnesota
My Commission Expires
January 31, 2022

MORTGAGEE CONSENT TO PEDESTRIAN EASEMENT AGREEMENT

The undersigned Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 23, 2018, recorded on March 26, 2018 as Document Number 10538787 (abstract), and recorded on March 26, 2018 as Document Number 05519262 (torrens), by SFG Net Lease TG Minneapolis, LLC ("***Landlord***"), hereby acknowledges and consents to the Pedestrian Easement Agreement, by Landlord in favor of and Economic Development Authority of Brooklyn Center.

MORTGAGEE:

AFF M TG, LLC,
a Delaware limited liability company

By: _____
Name: Dror Bezalel
Title: Vice President

ACKNOWLEDGMENT

STATE OF Georgia)
) ss.
COUNTY OF Cobb)

This instrument was acknowledged before me on this 14 day of June, 2018, by Dror Bezalel, as the Vice President of AFF M TG, LLC, a Delaware limited liability company.

_____
Printed Name: Carmen Roberts
Notary Public in and for said County and State

[SEAL]

My Commission Expires: 9/24/18

CARMEN ROBERTS NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 24, 2020

THIS INSTRUMENT WAS DRAFTED BY:

Ryan C. Westhoff
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111

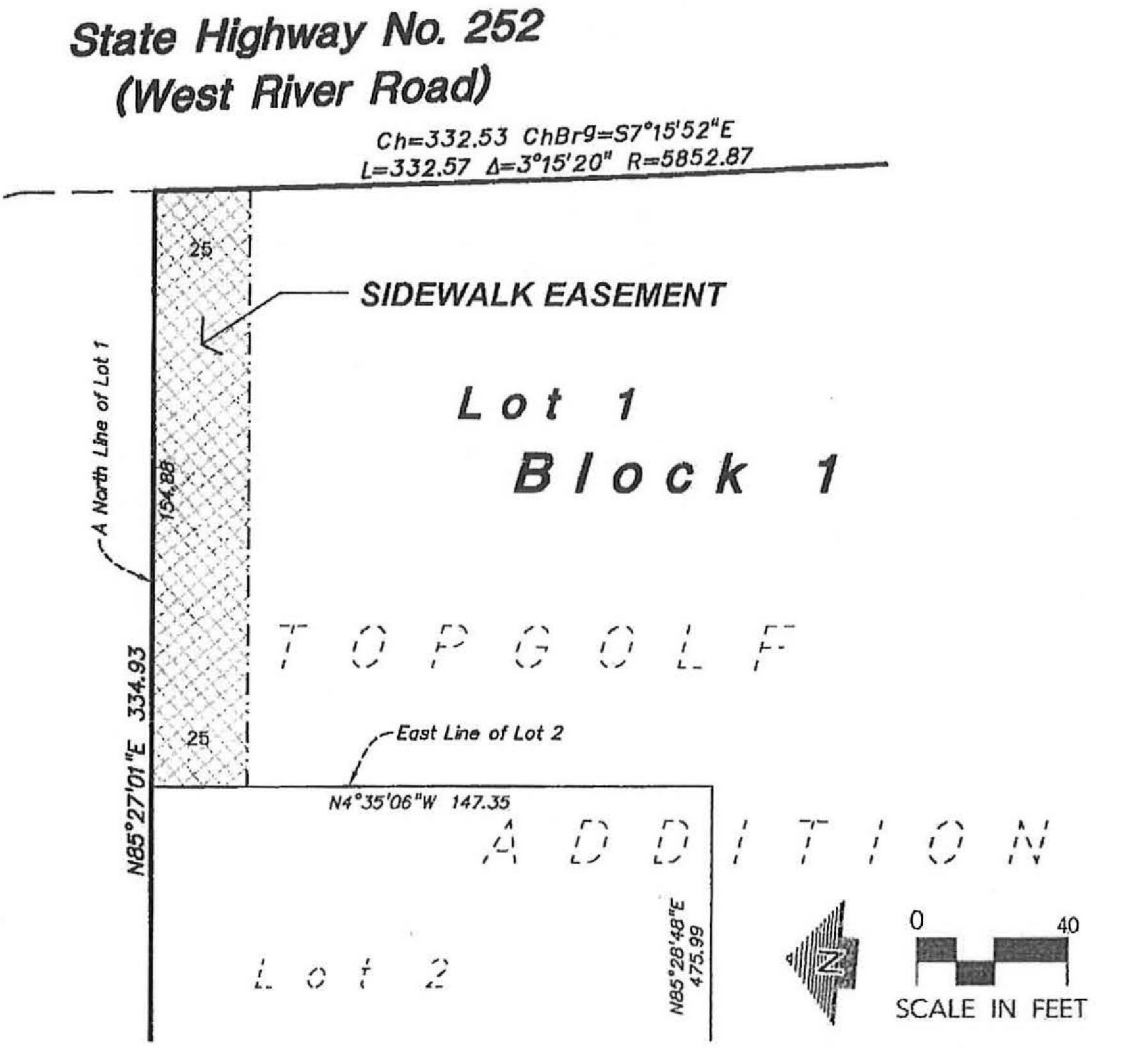
Please Return to:
Kennedy and Graven
Box 198

EXHIBIT A

EXHIBIT

DESCRIPTION

The most northerly 25.00 feet of Lot 1, Block 1, lying east of Lot 2, Block 1, TOPGOLF ADDITION, Hennepin County, Minnesota



PROJECT NUMBER: 16366 DRAWN BY: KMM SHEET NUMBER 1 OF 1

LOUCKS

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

© 2018

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS
License No. 48988
Date 04/26/18

Exhibit "A" to Pedestrian Easement Agreement

Economic Development Authority

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Jesse Anderson, Community Development Director

SUBJECT: Resolution Approving Partial Waiver and Estoppel Certificate Regarding the Construction, Operation, and Reciprocal Easement Agreement for Property Owned by the Economic Development Authority of Brooklyn Center

Requested Council Action:

- Motion to Approve a resolution approving partial waiver and a estoppel certificate regarding the construction, operation, reciprocal easement agreement for property owned by the Economic Development Authority of Brooklyn Center, Minnesota at 6100 Shingle Creek Parkway.

Background:

In 1985 Ryan Construction Company of Minnesota, Inc entered into an agreement with Dayton-Hudson Corporation regarding certain Construction, Operation, and Reciprocal Easement Agreement (COREA), relating to the construction and operation of a retail shopping complex on two adjacent tracts of land. City EDA is now the owner of the Former Target site and Brooklyn Village's, LLC intents to purchase the two adjacent parcels.

Brooklyn Village's has requested a waiver to parts of the agreement in order to close on the property and secure financing for the project. Staff have reviewed the request for waiver of five items within the agreement. Staff does not find that any of the request would have an affect on the future development of the site.

There are three key points to address with regard to the waiver – First, many of the provisions of the COREA are outdated and prepared supposing the ongoing operation of a Target store on site. This will allow the existing uses to continue and put the property to good use. Second, it's limited in time to the end of the term of the COREA. Third, this agreement can be renegotiated, terminated or allowed to expire depending on the development of the City's plan for the site.

- With regard to parking, this waives Section 3.2(E)(iv) and (v), which eliminates the requirement for additional parking spaces for restaurants (5 spaces for each 1000 square feet if less than 5,000 square feet and 10 spaces for each 1,000 square feet if, 5,000 or more square feet).
- With regard to lighting, this waives Section 5.2 which includes numerous lighting requirements, including (1) full illumination from dusk to 30 minutes past closing, (2) authority to request that lights stay on for extended periods with payment provisions, and (3) authority for installation of additional lighting. The waiver requires code compliance, and based on your review, this will be sufficient for lighting in the area. The waiver of the lighting provisions is not particularly significant.
- With regard to signs, this waives Section 5.3 which includes a number of signage requirements,

including (1) allowing only one freestanding sign within the shopping center area that will identify Target (obviously outdated) and the name of the shopping center, (2) allowing “directional signs or informational signs such as "Handicapped Parking", the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job”, (3) prohibiting more than one exterior identification sign for an occupant with less than 25,000 square feet (2 for corner occupants), (4) allowing more than one identification sign for occupants with more than 25,000 square feet, (5) exterior sign regulations, (6) prohibiting flashing, moving or audible signs, (7) prohibiting signs employing exposed raceways, neon tubes, ballast boxes or transformers, and (8) prohibiting paper or cardboard signs, temporary signs, stickers or decals, excluding hours and emergency telephone stickers. The occupants would still need to comply with City and other code requirements regarding signage.

- Allows existing uses to continue during the term of the COREA.
- Waives the 20% office space limitation in Section 5.1(A).

The remaining terms and conditions of the Agreement shall continue in full force and effect with respect to the Property.

Brooklyn Village Overview:
ACER, in partnership with the Ignite Businesswomen Investment Group Cooperative (IBWIG), two Black women-led organizations based in the Brooklyns, MN, have formed the Brooklyn Village's, LLC to purchase, own and operate a retail mall in Brooklyn Center. The site will house ACER’s offices, existing tenants, and some 27 businesses from the IBWIG's membership. ACER will move from two suites it currently leases in Brooklyn Center to a unit in the building. ACER will operate programs and services at the property, including the Business Resource Center, which will provide onsite small business technical assistance, resources, and workforce programming, in partnership with COPAL and HIRED to tenants and the broader Brooklyn Center and Northwest Suburbs community. Brooklyn Village's, LLC will retain the site's current property management company, Atlas Commercial Real Estate, to oversee building operations, mai

Budget Issues:

There changes to the agreement have no affect on the City Budget.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Resident Economic Stability, Targeted Redevelopment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/18/2023	Resolution Letter
Estoppel Agreement	9/18/2023	Backup Material
Partial Waiver Agreement	9/18/2023	Backup Material
Original Agreement	9/18/2023	Backup Material
Project Overview	9/18/2023	Backup Material

Commissioner _____ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2023-_____

RESOLUTION APPROVING PARTIAL WAIVER AND ESTOPPEL CERTIFICATE REGARDING THE CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT FOR PROPERTY OWNED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA AT 6100 SHINGLE CREEK PARKWAY

WHEREAS, Ryan Construction Company of Minnesota, Inc. (together with their respective successors, "Ryan") and Dayton-Hudson Corporation (together with their respective successors, "Dayton"), entered into a Construction, Operation, and Reciprocal Easement Agreement on June 12, 1985 (the "COREA"), related to the construction and operation of a retail shopping complex on two adjacent tracts of land, one of which was owned by Ryan and one of which was owned by Dayton; and

WHEREAS, the COREA was amended on August 26, 1985, May 24, 1999 and August 4, 1999, and the COREA remains in effect until 11:59 p.m. on December 31, 2025; and

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") acquired the Dayton property for redevelopment purposes and The Brooklyns' Cultural Village LLC is now considering purchasing the Ryan property and has requested that the EDA execute a partial waiver of the COREA to release the Developer from certain elements of the COREA, including use limitations, lighting requirements, parking requirements and signage requirements, subject to City Code regulations and requirements; and

WHEREAS, The Brooklyns' Cultural Village LLC is also requesting that the EDA execute an estoppel certificate, in accordance with the terms of the COREA; and

WHEREAS, the EDA desires to support the development and use of the Ryan property during the remaining term of the COREA, while ensuring compliance with City Code regulations and requirements.

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

1. The EDA hereby approves the Partial Waiver of Construction, Operation, and Reciprocal Easement Agreement (the "Partial Waiver") in substantially the form presented to the Board, subject to modifications that do not alter the substance of the Partial Waiver and that are approved by the President and Executive Director, provided that execution of the Partial Waiver by those officials shall be conclusive evidence of their approval.

2. The EDA hereby approves the Estoppel Certificate Regarding Construction, Operation, and Reciprocal Easement Agreement ("Estoppel Certificate") in substantially the form presented to the Board, subject to modifications that do not alter the substance of the Estoppel Certificate and that are approved by the President and Executive Director, provided that execution of the Estoppel Certificate by those officials shall be conclusive evidence of their approval.

3. EDA staff and officials are authorized to take all actions necessary to perform the EDA's obligations under the Partial Waiver and Estoppel Certificate as a whole.

_____ _____

Date President

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

ESTOPPEL CERTIFICATE REGARDING CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT

THIS ESTOPPEL CERTIFICATE REGARDING CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT (this "Certificate") is entered into this ___ day of _____, 2023, by the Economic Development Authority of Brooklyn Center, a public body corporate and politic under the laws of the State of Minnesota (the "EDA"), for the benefit of The Brooklyns' Cultural Village LLC, a Minnesota limited liability company (the "Developer"), with offices located at 6800 78th Avenue North, Brooklyn Park, MN 55445, and their respective successors and assigns.

RECITALS

WHEREAS, Ryan Construction Company of Minnesota, Inc. (together with their respective successors, "Ryan") and Dayton-Hudson Corporation (together with their respective successors, "Dayton"), entered into to that certain Construction, Operation, and Reciprocal Easement Agreement on June 12, 1985 (the "Original Agreement"), related to the construction and operation of a retail shopping complex on two adjacent tracts of land, one of which was owned by Ryan (the "Ryan Property") and one of which was owned by Dayton (the "Dayton Property" and, together with the Ryan Property, the "Property"), which Original Agreement was filed with the Office of the Registrar of Titles of Hennepin County, Minnesota (the "Registrar"), on June 13, 1985 as Document No. 1651179.

WHEREAS, the Original Agreement has been amended by (i) that certain First Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of August 26, 1985, and filed with the Registrar on December 26, 1985, as Document No. 1693842, wherein the termination date of the Agreement was added (the "First Amendment"); (ii) that certain Second Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of May 24, 1999, and filed with the Registrar on June 2, 1999, as Document No. 3164792, wherein the Site Plan and the Parking Ratio were amended (the "Second Amendment"); and (iii) that certain Third Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of August 4, 1999, and filed with the Registrar on October 11, 1999, as Document No. 3213187, wherein the parking requirements were amended (the "Third Amendment" and, together with the Original Agreement, the First Amendment and the Second Amendment, the "Agreement"), and the Agreement is in effect until 11:59 p.m. on December 31, 2025.

WHEREAS, the EDA has previously acquired the Dayton Property for redevelopment purposes and the Developer is now considering purchasing the Ryan Property from BPC Shingle Creek Holdings, LLC, a Delaware limited liability company ("BPC"), the current owner of the Ryan Property and has requested that the EDA execute this Certificate to authenticate and verify the matters set forth below.

CERTIFICATION

NOW, THEREFORE, in consideration of the Agreement, the EDA hereby certifies as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are true, complete and accurate, and are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined have the meanings given them in the Agreement.

2. Full Force and Effect. To the EDA's knowledge, the Agreement is in full force and effect as of this date hereof.

3. Assignment, Modification or Amendment. To the EDA's knowledge, the Agreement has been amended and modified only as detailed in the Recitals hereof, and the Agreement has not been assigned except to the extent that the Agreement runs with title to the Property encumbered by the Agreement and the Property has been conveyed to BPC.

4. Performance by BPC. BPC has fully and timely performed all of its obligations under the Agreement, is not in default thereunder, and the EDA knows of no condition which, with the giving of notice or the passage of time or both, would constitute a default by BPC thereunder.

IN WITNESS WHEREOF, the EDA has caused this Certificate to be executed as of the day and year first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By _____
Its President

By _____
Its Executive Director

PARTIAL WAIVER OF CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT

WHEREAS, Ryan Construction Company of Minnesota, Inc. (together with their respective successors, "Ryan") and Dayton-Hudson Corporation (together with their respective successors, "Dayton"), entered into to that certain Construction, Operation, and Reciprocal Easement Agreement on June 12, 1985 (the "Original Agreement"), related to the construction and operation of a retail shopping complex on two adjacent tracts of land, one of which was owned by Ryan and is legally described in Exhibit A attached hereto (the "Ryan Property") and one of which was owned by Dayton (the "Dayton Property" and, together with the Ryan Property, the "Property"), which Original Agreement was filed with the Office of the Registrar of Titles of Hennepin County, Minnesota (the "Registrar"), on June 13, 1985 as Document No. 1651179;

WHEREAS, the Original Agreement has been amended by (i) that certain First Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of August 26, 1985, and filed with the Registrar on December 26, 1985, as Document No. 1693842, wherein the termination date of the Agreement was added (the "First Amendment"); (ii) that certain Second Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of May 24, 1999, and filed with the Registrar on June 2, 1999, as Document No. 3164792, wherein the Site Plan and the Parking Ratio were amended (the "Second Amendment"); and (iii) that certain Third Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of August 4, 1999, and filed with the Registrar on October 11, 1999, as Document No. 3213187, wherein the parking requirements were amended (the "Third Amendment" and, together with the Original Agreement, the First Amendment and the Second Amendment, the "Agreement"), and the Agreement is in effect until 11:59 p.m. on December 31, 2025;

WHEREAS, the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") has previously acquired the Dayton Property for redevelopment purposes and The Brooklyns' Cultural Village LLC, a Minnesota limited liability company (together with its affiliates and assigns, the "Developer"), is now considering purchasing the Ryan Property and has requested that the EDA execute this Partial Waiver of the Agreement (this "Waiver") to release the Developer from certain elements of the Agreement; and

NOW THEREFORE, the EDA does hereby release the Developer from the following portions of the Agreement:

1. Restaurant Parking. Sections 3.2(E)(iv) and (v) of the Agreement are hereby waived.

2. Use.

   A. Notwithstanding Section 5.1 of the Agreement, any existing use of the Ryan Property as of the date of this Waiver is an eligible use under the Agreement and the Developer may allow said use to continue.

   B. Notwithstanding Section 5.1(A) of the Agreement, the Developer may dedicate more than 20% of the Floor Area on the Ryan Property to office use.

3. Lighting. Section 5.2 of the Agreement is hereby waived.

4. Signage. Section 5.3 of the Agreement is hereby waived. All signage on the Ryan Property shall be governed by City Code.

The remaining terms and conditions of the Agreement shall continue in full force and effect with respect to the Property. This Waiver shall only apply to the Developer, and not to any other former, current or future owners or operators of the Ryan Property. This Waiver shall terminate on the date the Agreement terminates or upon conveyance of the Ryan Property, whichever occurs first.

Nothing in this Waiver shall relieve the Developer from obtaining any and all required permits or approvals or relieve the Developer from constructing, operating or maintaining any improvements on the Ryan Property in accordance with the terms of all local, state and federal laws and regulations (including, but not limited to, environmental, licensing, zoning, building code and public health laws and regulations).

Any titles of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

IN WITNESS WHEREOF, the EDA has caused this Waiver to be executed as of the day and year first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA }
ss.:
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ and _____, the President and Executive Director of the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA"), a public body corporate and politic under the laws of the State of Minnesota on behalf of the EDA.

_____
Notary Public

THIS DOCUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

IN WITNESS WHEREOF, the Developer hereby acknowledges and consents to this Waiver executed as of the day and year first above written.

THE BROOKLYNS' CULTURAL VILLAGE LLC

By _____
Its _____

STATE OF MINNESOTA }
ss.:
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of The Brooklyns' Cultural Village LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

THIS DOCUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Ryan Property

Lot 1, Block 1, Shingle Creek Center, Hennepin County, Minnesota.

T-240 Brooklyn Center
(D-file)

CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT

BETWEEN

DAYTON-HUDSON CORPORATION

and

RYAN CONSTRUCTION COMPANY OF MINNESOTA, INC.

R.E.A. (18)

CONSTRUCTION, OPERATION, AND
RECIPROCAL EASEMENT AGREEMENT

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Exhibit A Legal Description of Target Tract
Exhibit B Legal Description of Developer Tract
Exhibit C Submission Guidelines
Exhibit X Site Plan

CONSTRUCTION, OPERATION AND RECIPROCAL
EASEMENT AGREEMENT

THIS AGREEMENT ("COREA") is made and entered into as of the 12TH day of JUNE, 1985, between DAYTON-HUDSON CORPORATION, a Minnesota corporation ("Target") and RYAN SHINGLE CREEK LIMITED PARTNERSHIP ~~CONSTRUCTION COMPANY OF MINNESOTA, INC.~~, a Minnesota corporation ("Developer").

WITNESSETH

WHEREAS, Target is the owner of a certain tract of land described in Exhibit A attached hereto ("Target Tract") and identified as such on Exhibit X (the "Site Plan") attached hereto; and

WHEREAS, Developer is the owner of a certain tract of land described in Exhibit B attached hereto ("Developer Tract") and identified as such on the Site Plan; and

WHEREAS, the Target Tract and the Developer Tract (collectively the "Shopping Center") are contiguous and adjacent as shown on the Site Plan; and

WHEREAS, the signatories hereto intend to develop and operate their respective Tracts in conjunction with each other as integral parts of a retail shopping complex and in order to effectuate the common use and operation thereof they desire to enter into certain covenants and agreements as a part of a general plan, and to grant to each other certain reciprocal easements, in, to, over, and across their respective Tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties understanding, it is agreed as follows:

ARTICLE I
DEFINITIONS

1.1 Building Area. "Building Area" shall mean the limited areas of the Shopping Center within which buildings (including canopies, supports or other outward extensions) may be constructed, placed or located.

1.2 Common Area. "Common Area" shall mean all areas within the exterior boundaries of the Shopping Center, exclusive of (i) buildings and their respective truck docks and/or receiving areas, and (ii) any outside sales or storage area established pursuant to 5.1(D).

1.3 Floor Area. "Floor Area" shall mean the total number of square feet of floor space in a building, whether or not actually occupied; provided, however, that with respect to space in any basements, balconies, mezzanines or upper floors, such calculation shall include only the number of square feet of floor space by which the aggregate of the floor space in such basements, balconies, mezzanines or upper floors thereof exceeds five percent (5%) of the aggregate of the main level floor space in such building. The Floor Area of any building shall be calculated from the exterior of all exterior walls and the center line of party or common walls. Each Party shall direct its architect to make a determination of the total Floor Area of any building on such Party's Tract within one hundred twenty (120) days of the date of completion of such building. Within a reasonable time thereafter, such Party shall certify to all other Parties the Floor Area applicable to such building.

During any period of rebuilding, repairing, replacement or reconstruction of a building, the Floor Area of that building shall be deemed to be the same as existed immediately prior to that period. Upon completion of such rebuilding, repairing, replacement or reconstruction, the Party upon whose Tract such

building is located, shall cause a new determination of Floor Area for such building to be made in the manner described above, and such determination shall be sent to any Party requesting the same.

1.4 Occupant. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Shopping Center under any lease, sublease, license, concession, or other similar agreement.

1.5 Party. "Party" shall mean each signatory hereto and, after compliance with the notice requirements set forth below, to their respective successors and assigns who become owners of any portion of the Shopping Center. Until the notice requirement is complied with, the transferring Party shall (for the purpose of this COREA only) be the transferee's agent. Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Shopping Center owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice requirement set forth below is complied with, at which time the transferring Party's personal liability shall terminate. The transferee Party shall automatically become liable for all performance requirements and/or amounts which arise subsequently to compliance with the notice and assumption requirement. A Party transferring all or any portion of its interest in the Shopping Center shall give notice to all other Parties of such transfer and shall include therein at least the following information:

(a) the name and address of the transferee; and

(b) a copy of the survey showing the location and indicating the legal description of the portion of the Shopping Center transferred.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien placed upon the transferred portion of the Shopping Center prior to receipt of the notice and statement.

1.6 Person. "Person" shall mean each individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.

1.7 Permittee. "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Shopping Center. Among others, Persons engaging in the following activities on the Common Area will not be considered to be Permittees:

(i) Exhibiting any placard, sign, or notice;
(ii) Distributing any circular, handbill, placard, or booklet;
(iii) Soliciting memberships or contributions;
(iv) Parading, picketing, or demonstrating; and
(v) Failing to follow regulations relating to the use of the Shopping Center.

1.8 Tract. "Tract" shall mean that portion of the Shopping Center owned by a Party.

ARTICLE II
EASEMENTS

2.1 Ingress and Egress.

(A) During the term of this COREA each Party hereby grants and conveys to each other Party for its use and for the use of its Permittees, in common with others entitled to use the same, a

non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of the grantor's Tract as the same may from time to time be constructed and maintained for such use and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the grantor's Tract as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as other provisions contained in this COREA:

(i) Except for situations specifically provided for in the following subparagraphs, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the easement areas; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches or public transportation shelters), of landscaping, beams or planters, nor of limited curbing and other forms of traffic controls.

(ii) In connection with any construction, reconstruction, repair or maintenance on its Tract, each Party reserves the right to create a staging and/or storage area in the Common Area on its Tract at such location as will not unreasonably interfere with access between such Tract and the other areas of the Shopping Center.

(iii) Each Party hereby reserves the right, from time to time without obtaining the consent or approval of any other Party, to make at its own expense any insignificant change, modification or alteration in its portion of the Common Area, provided that:

(a) the accessability of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center) is not unreasonably restricted or hindered.

(b) there shall be maintained at all times within such Common Area, a sufficient number of vehicular parking spaces to meet the parking requirements set forth in 3.2(E), and all parking stalls and rows shall remain generally as shown on the Site Plan;

(c) no governmental rule, ordinance or regulation shall be violated as a result of such action, especially if such action results in any other Party being in violation of any governmental rule, ordinance or regulation;

(d) no change shall be made in the access points between the Common Area and the public streets; provided, however, that additional access points may be created with the approval of the other Parties, such approval not to be unreasonably withheld;

(e) at least thirty (30) days prior to making any such change, modification or alteration, the Party desiring to do such work shall deliver to each other Party copies of the plans therefor, and provided further that such work shall not occur between October 1st and the following January 31st.

(iv) Each Party reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party

shall give written notice to each other Party of its intention to do so, and shall attempt to coordinate such closing with each other Party so that no unreasonable interference in the passage of pedestrians or vehicles shall occur;

(v) Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from the use and/or occupancy of its Common Area.

(B) The Parties have designated a right-of-way ("Front Drive") that is approximately thirty feet (30') wide and traverses the Shopping Center as shown on the Site Plan. Each Party hereby grants and conveys to each other Party for its use and for the use of its Permittees, in common with others entitled to use the same, a nonexclusive perpetual easement for the passage and accommodation of pedestrians and vehicles upon, over, and across that portion of the grantor's Tract which is covered by the Front Drive; such easement shall be appurtenant to and for the benefit of each grantee's Tract. After the termination of the COREA, that portion of the grantor's Tract which is covered by the Front Drive may be relocated to accommodate the use and/or development of the grantor's Tract provided that such relocated portion is not moved more than thirty feet (30') from its original location and provided further that the relocated portion of the Front Drive continues to provide a reasonably convenient connection with its counterpart located on any adjacent Tract and/or with a public street, if any; the relocation route of the Front Drive shall be subject to the reasonable approval of each Party benefiting from such easement grant, and the Party causing such relocation shall pay all costs and expenses associated with such relocation (whether such costs relate to such Party's Tract or otherwise).

2.2 Utilities.

(A) Each Party hereby grants and conveys to each other Party a non-exclusive perpetual easement in, to, over, under, along and across the Common Area (exclusive of any portion located within the Building Area) located on the grantor's Tract for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of lines or systems for utilities serving the grantee's Tract, including but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines but specifically excluding any utility line or system which is hazardous. Except with respect to ground mounted electrical transformers at the rear of a building or as may be necessary during periods of construction, repair, or temporary service, all utilities shall be underground unless required to be above ground by the utility providing such service. Prior to exercising the right granted herein, the grantee shall first provide the grantor with a written statement describing the need for such easement, shall identify the proposed location of the utility, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by 5.4(C) hereof. Any Party installing utilities pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area by the Parties hereto. If any of the Parties elects to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between those cooperating Parties.

(B) The initial location and width of any utility shall be subject to the prior written approval of the Party whose Common Area is to be burdened thereby, such approval not to be

unreasonably withheld. The easement area shall be no larger than whatever is necessary to reasonably satisfy the utility company as to a public utility or five feet (5') on each side of the centerline as to a private line. The grantor of the easement shall have the right to require that a copy of an as-built survey of such utility be delivered to it after installation, at grantee's expense. The grantor shall have the right at any time to relocate any such facility provided that such relocation shall be performed only after thirty (30) days' notice of such intention to so relocate shall be given to the grantee, and such relocation:

(i) shall not interfere with or diminish the utility services to the grantee;

(ii) shall not reduce or unreasonably impair the usefulness or function of such utility;

(iii) shall be performed without cost or expense to grantee;

(iv) shall be completed using materials and design standards which equal or exceed those originally used; and

(v) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area shall be the grantor's expense and shall be accomplished as soon as possible. Grantee shall have a right to require an as-built survey of such relocated utility be delivered to it at grantor's expense.

2.3 Construction, Maintenance and Reconstruction. In order to accommodate any footings, foundations, columns or walls which may be constructed or reconstructed immediately adjacent to a common boundary line and which may overlap that common boundary line, each Party grants to each other Party a non-exclusive easement in, to, over, under, and across that portion of its Tract adjacent to such common boundary line in space not theretofore occupied by any then existing structure for the construction, maintenance and replacement of footings to a maximum distance of five feet (5') onto the grantor's Tract and for the construction, replacement and maintenance of foundations, columns, or walls to a maximum distance of six inches (6") unto the grantor's Tract. The easement shall continue in effect for the term of this COREA and thereafter so long as the building utilizing the easement area exists, including a reasonable period to permit reconstruction or replacement of such building if the same shall be destroyed, damaged, or demolished and shall include the reasonable right of access necessary to exercise and enjoy such grant.

Prior to utilizing any easement set forth above, the grantee Party shall advise the grantor Party of its intention to use the same, including providing plans and specifications for the improvements to be located within the easement area and construction techniques for the same, and shall give the grantor Party an opportunity to commence any construction activities which such Party contemplates undertaking at approximately the same time to the end that each shall be able to utilize subterranean construction techniques which will permit the placement above ground of a building on each Tract immediately adjacent to the common boundary line. If a common subterranean construction element is used by the Parties, it is specifically understood that each shall assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Parties are benefitting therefrom, subsequent maintenance thereof. In the event any building utilizing a common

subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any building utilizing the same located on the adjoining Tract.

2.4 Restriction. No Party shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Shopping Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by a Party on its Tract to governmental or quasi-governmental authorities or to public utilities.

ARTICLE III
CONSTRUCTION

3.1 General Requirements.

(A) Each Party agrees that all construction activities performed by such Party within the Shopping Center shall be performed in compliance with all laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof, affecting improvements constructed within the Shopping Center.

(B) Each Party agrees to perform its construction activities in accordance with the following provisions:

(i) so as not to cause any other Party any unreasonable increase in the cost of constructing the other Party's improvements upon its Tract;

(ii) so as not to unreasonably interfere with any construction work being performed on the remainder of the Shopping Center, or part thereof;

(iii) so as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Shopping Center or part thereof by any other Party or the Permittees of the other Party;

(iv) the storage of material and parking of construction vehicles and construction workers' vehicles shall occur only on the constructing Party's Tract. In addition all laborers, suppliers and others connected with such construction activity shall use only the access points between such Tract and the public streets; and

(v) so as not to cause any other Party to be in violation of any law, rule, regulation, order or ordinance applicable to its Tract of the city, county, state, federal government, or any department or agency thereof.

Each Party agrees to defend, indemnify and hold harmless each other Party from all claims, actions and proceedings (including reasonable attorneys' fees and costs of suit) resulting from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Party.

(C) When a Party is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging a building or Common Area on its Tract, such Party shall designate, and give each other Party at least ten (10) days notice of, a staging and storage area on the Common Area on its Tract prior to commencing such work. If substantial work is to be performed, such Party at the request of any other Party shall fence off the staging and storage area and, upon completion of such work, the affected Common Area shall be restored to a condition at least equal to that existing prior to commencement of such work.

(D) Each Party hereby grants and conveys to each other Party and to its respective contractors, materialmen and laborers a temporary license of passage and use over and across the Common Area of the grantor's Tract as shall be reasonably necessary for the grantee to construct and/or maintain the improvements to be constructed or existing upon its Tract; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is performed and provided further that the use of such license shall not be exercised so as to unreasonably interfere with the use and operation of the Common Area by others. Prior to exercising the rights granted herein, the grantee shall first provide the grantor with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by 5.4(C) hereof. Any Party availing itself of the temporary license shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

3.2 Common Area. Upon its election to construct a building upon its Tract, each Party shall cause the Common Area on its Tract to be improved substantially as shown on the Site Plan with substantial completion of such Common Area to be no later than the date the first business on such Tract opens for business with the public. Such work shall be done in a good and workmanlike manner and in accordance with good engineering standards; provided, however, the following minimum general design standards shall be complied with:

(A) The lighting system shall be: (a) designed to produce a minimum maintained lighting intensity at grade at all points in the Common Areas of 1.00 foot candle except the outermost

100' which may have not less than a minimum maintained lighting intensity at grade of 0.5 foot candle; and (b) operated off separate control switches with each Party controlling only the lighting system located on its Tract (subject to the provisions of Section 5.2(c)); and (c) provided by fixtures approved by the Parties.

(B) The slope in the parking area shall not exceed a maximum of four percent (4%), nor be less than a minimum of one percent (1%) unless otherwise agreed to by the Parties.

(C) All sidewalks shall be concrete or other material approved by the Parties. The paved portions of the Common Area shall be paved in accordance with a paving recommendation obtained from a reputable engineering firm approved by the Parties.

(D) Utilities that are placed underground shall be at depths of not less than that designated by consultants approved by the Parties. Design and working drawings may be prepared by the utility company providing the service.

(E) Each Party hereby agrees to initially construct and to thereafter maintain sufficient ground level, standard automobile size, parking spaces in order to comply with the following minimum requirements:

(i) five (5.0) parking spaces for each one thousand (1,000) square feet of Floor Area located on the Target Tract;

(ii) five (5.0) parking spaces for each one thousand (1,000) square feet of Floor Area located on the Developer Tract;

plus, with respect to each Tract,

(iii) if the business use contains a drive-up unit (such as remote banking tellers or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit; and

(iv) if the business use contains a restaurant which has less than five thousand (5,000) square feet of Floor Area, then five (5) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use; or

(v) if the aggregate Floor Area devoted to restaurant use is five thousand (5,000) or more, then ten (10) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use;

provided however, that for the purpose of this clause, if a restaurant is operated incidentally (gross sales 20% or less than total business operation) to another business operation, then the Floor Area occupied by such restaurant shall be excluded from the application of (iv) and (v) above.

All governmental regulations, ordinances and similar orders with regard to parking shall be satisfied without reliance on the parking spaces that may be available on another Tract. Developer and Target acknowledge that either or both of them may be required to construct additional parking spaces in order to satisfy governmental parking requirements and each agrees to cause such additional parking spaces to be added. In the event of a condemnation or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that which is required herein, the Party whose Tract is so affected shall use its best efforts (including using proceeds from the condemnation award proceeds or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements

set forth above. If such compliance is not possible, such Party shall not be deemed in default hereunder, but shall not be permitted to expand the amount of Floor Area located upon its Tract; and if such Floor Area is thereafter reduced, then it may not be subsequently increased unless the parking requirement is satisfied.

(F) The Parties hereby approve the grading and drainage plan to be used in initial construction of the Common Area, dated January 3, 1985 and prepared by Hansen, Thorp, Pellinen and Olson, Inc. with last revised date April 10, 1985. Such grading and drainage plan shall be followed by the Parties during construction; and during the term of this COREA, no Party shall alter the grade elevations on any portion of its Tract from those established by these plans if such alteration would increase the flow of surface water unto another Party's Tract, affect ingress and egress or otherwise adversely affect another Party's Tract.

3.3 Building Improvement.

(A) The Parties hereby agree that buildings and any outside sales or storage area may be located only within the Building Areas designated on the Site Plan.

(B) In order to produce an architecturally compatible Shopping Center, the Parties agree that the initial building construction and any additions, exterior remodeling or reconstruction of existing improvements thereafter shall be performed only in accordance with approved plans for such work as provided herein. The Party proposing such work shall submit to each other Party detailed plans as required by Exhibit C attached hereto and made a part hereof. The receiving Party shall either approve, disapprove, or make recommendations for change in the Plans within thirty (30) days of the receipt thereof. Failure to approve, disapprove, or make recommendations for change within said thirty (30) day period

shall constitute an approval of the Plans as submitted. Any disapproval or recommendation for change shall specify with particularity the reason therefor. Upon submission of any disapproval or recommendation for change, the Parties shall mutually consult to establish approved Plans for the proposed work. No Party shall arbitrarily or unreasonably withhold approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof. In addition, no Party shall withhold approval of exterior remodeling or exterior reconstruction which does not either substantially enlarge an existing structure, or substantially change an existing structure. In no event shall one Party require any other Party to utilize design standards superior to those utilized by the requiring Party in the construction of improvements on its Tract. No approval of any Plans by any Party shall constitute assumption of responsibility by the approving Party for the accuracy, sufficiency, or propriety of the Plans or a representation or warranty that the plan calls for construction of improvements which comply with applicable laws. No material deviation shall be made from the approved Plans.

(C) The Parties hereby specifically consent to the placement of buildings along the common boundary line between the Target Tract and the Developer Tract, and each agrees to support any request by the other for a side-yard or setback variance if the same is required in order to accommodate such construction.

(D) Developer acknowledges that Target intends to construct on the Target Tract a building of the "Type II N-Unlimited Area, Sprinklered Building" designation (as defined in the 1979 Uniform Building Code or the most current equivalent). So long as Target plans to construct a building of such designation, or so long as a building of such designation exists on the Target Tract (including any restoration or reconstruction thereof), Developer agrees that any building to be placed or constructed

on the Developer Tract that is (i) located within 60 feet of the Target Tract or (ii) located within 60 feet of any building referenced in (i) above shall comply with the requirements of said "Type II N-Unlimited Area, Sprinklered Building" designation, including the installation of an approved sprinkler systems for fire protection if necessary to comply with the requirements of such designation. In addition to the requirements set forth in the preceding sentence, no building located on the Developer Tract shall be placed or constructed in a manner which will itself preclude the construction of a building of such designation on the Target Tract.

(E) The second Party to construct a building along the common boundary line between the Target Tract and the Developer Tract shall do so in a manner that does not result in damage to the improvements in place on the adjoining Tract, and further shall undertake and assume at its sole cost the obligation of completing and maintaining the nominal attachment (flashing and seal) of its building to that of the existing building on the other Tract, it being the intent of the Parties to establish and maintain the appearance of one continuous building complex. In performing such attachment, the wall of one building shall not receive support from nor apply pressure to the wall of the other building.

(F) If a portion of any Building Area is at one point in time paved and used as Common Area, such portion may be subsequently used as building area provided that all parking requirements and other provisions of this COREA for such Tract are also complied with. Likewise, if area is at one point in time occupied by a building, such building may be subsequently razed, and until replaced, the area shall thereafter be deemed part of the Common Area.

(G) The following building height restrictions shall be applicable to the Shopping Center:

(i)	Target Tract	30'
(ii)	Developer Tract	30'

No mechanical equipment, penthouse or similar appurtenant structure located on the roof of a building shall extend upward above the top of the building more than five feet (5').

ARTICLE IV
MAINTENANCE AND REPAIR

4.1 Utilities.

(A) Each Party shall maintain and repair in first-class condition all utility facilities, lines, and systems located on its Tract that serve only its Tract unless same are dedicated to and accepted by public or quasi-public authority.

(B) The grantee of a utility easement referred to in 2.2(A) shall maintain and repair at its cost any facilities installed pursuant to such grant which exclusively serve such grantee's Tract unless same are dedicated to and accepted by a quasi-municipal corporation or other utility or a governmental agency acceptable to the grantor which agrees to maintain and replace the same. Any maintenance and repair of nondedicated utilities located on another Party's Tract shall be performed only after two (2) weeks' notice to the grantor (except in an emergency the work may be initiated with reasonable notice) and shall be done after normal business hours whenever possible and otherwise in such manner as to cause as little disturbance in the use of the grantor's Tract as is practicable under the circumstances. Any Party performing or causing to be performed maintenance or repair work agrees to promptly pay all costs and expenses associated therewith to diligently complete such work as quickly as possible and to promptly clean the area and restore the

effected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

4.2 Common Area.

(A) Each Party agrees at its sole cost and expense to maintain or cause to be maintained those portions of the Common Area located on its Tract in first-class condition and in compliance with all applicable laws, rules, regulations, orders, and ordinances of governmental bodies and agencies and the provisions of this COREA. The foregoing provision shall not prevent the Parties from causing the Common Area to be jointly maintained.

(B) Until the Common Area on a Tract is initially improved, it shall be planted so as to reduce dust and thereafter kept mowed if necessary or otherwise maintained, free of debris, and maintained so as to prevent erosion and present an attractive appearance.

(C) The minimum standard of maintenance for the improved Common Area shall be comparable to the standard of maintenance followed in other first-class retail developments of comparable size in the Minneapolis/St. Paul Metropolitan area. The maintenance and repair obligation in any event shall include but not be limited to the following:

(i) Maintaining all drive and parking areas in a smooth and evenly covered condition including, without limitation, cleaning, sweeping, restriping, repairing, and resurfacing (using surfacing material and specifications of a quality equal or superior to the original surfacing material);

(ii) Removing papers, debris, filth, refuse, ice and snow, and sweeping the Common Area to the extent necessary to keep the Common Area in a first-class, clean, and orderly condition;

(iii) Placing, keeping in repair, and replacing appropriate directional signs and markers;

(iv) Operating, keeping in repair, and replacing appropriate parking lot lighting facilities;

(v) Maintaining all landscaped areas, repairing automatic sprinkler systems and water lines, and replacing shrubs and other landscaping as necessary;

(vi) Cleaning, maintaining, and repairing all sidewalks; and

(vii) Storing all trash and garbage in adequate, screened containers and providing for regular collection of same.

(D) In the event any of the Common Area is damaged or destroyed by any cause other than normal wear and tear, whether insured or uninsured, during the term of this COREA, the Party upon whose Tract such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence; provided however, that no Party shall be required to expend more than $250,000 (which amount shall be increased annually at the rate by which the Consumer Price Index published by the United States Department of Labor for the Minneapolis-St. Paul metropolitan area for all wage earners, all items, or equivalent index, has increased since the date hereof) in excess of insurance proceeds which may be available for such repair or restoration. Notwithstanding the foregoing, in the event such damage or destruction of Common Area is caused in

whole or in part by another Party or third Person, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party or third Person for indemnity, contribution or damages.

4.3 Building Improvements and Outside Sales and Storage Areas.

(A) After completion of construction, each Party covenants and agrees to maintain and keep the building improvements and outside sales or storage area located on its Tract in first-class condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this COREA. Each Party further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

(B) In the event any of the building improvements are damaged by fire or other casualty (whether insured or not), the Party upon whose Tract such building improvements are located immediately shall remove the debris resulting from such event and provide a sightly barrier and within a reasonable time thereafter shall either (i) repair or restore the building improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this COREA, or (ii) erect other building improvements in such location, provided all provisions of this COREA are complied with, or (iii) demolish the damaged portion of such building improvements and restore the area to an attractive condition in which event the area shall be Common Area until a replacement building is erected. Such Party shall have the option to choose which of the aforesaid alternatives to perform, but such Party shall be

obligated to perform one of such alternatives. Such Party shall give notice to each other Party within ninety (90) days from the date of such casualty of which alternative it elects.

ARTICLE V
OPERATION OF THE SHOPPING CENTER

5.1 Uses.

(A) No part of the Shopping Center shall be used for other than retail sales, services, offices or for commercial purposes, provided no more than twenty percent (20%) of the Floor Area on any Tract may be used for office use.

Notwithstanding the foregoing, no use or operation shall be permitted in the Shopping Center which is obnoxious to a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses or operations shall not be consistant with the concept of a first-class retail Shopping Center:

(i) Any obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Shopping Center; provided any usual paging system shall be allowed.

(ii) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(iii) Any "second hand" store;

(iv) Any mobile home, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located in the rear of any building);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to on-site service oriented to pickup and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located;

(viii) Any automobile, truck, trailer or R.V. sales, leasing, display or repair, except an automotive service facility shall be allowed on the Target Tract;

(ix) Any bowling alley;

(x) Any skating rink;

(xi) Any living quarters, sleeping apartments, or lodging rooms;

(xii) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(xiii) Any mortuary;

(xiv) Any establishment selling or exhibiting pornographic materials;

(xv) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds sixty percent (60%) of gross revenues arising out of, or resulting from such business;

(xvi) Any theatre;

(xvii) Any flea market, amusement arcade, pool or billiard hall, car wash, or dance hall.

(B) The following use and occupancy restrictions shall be applicable to the Developer Tract:

*MODIFIED BY USE MODIFICATION AGREEMENT, DOC #09

(i) The aggregate Floor Area devoted to restaurant use or uses shall not exceed ~~10,000~~ *11,320 square feet, nor shall any one restaurant contain more than 5,000 square feet of Floor Area;

(ii) Within the Building Area located immediately adjacent to the Target Tract, no restaurant or health spa shall be located within 100 feet of the Target Tract, and no restaurant within the balance of such Building Area shall exceed 4,000 square feet of Floor Area;

(iii) No toy store exceeding 5,000 square feet of Floor Area shall be permitted;

(C) The name "Target" shall not be used to identify the Shopping Center or any business or trade conducted on the Developer Tract.

(D) No merchandise, equipment or services shall be displayed, leased, sold, offered or stored within the Common Area with the exception of (i) an orderly display of tires on the side of the building located on the Target Tract but only if it is part of an automotive service operation; (ii) the storage of shopping carts on the Target Tract; (iii) the seasonal display and sale of bedding plants on the sidewalk in front of the building located on the Target Tract, and (iv) the creation of an

outside sales or storage area within any Building Area if such area is enclosed by a security fence or similar enclosure and provided that the number of square feet within such enclosure does not exceed 20% of the amount of Floor Area on the Tract, it being understood that so long as such "outside sales or storage area" exists such area shall be excluded from Common Area. In addition, no promotional activities will be allowed within the Common Area without the prior written approval of each Party, such approval may be withheld in the sole discretion of each Party.

(E) No Permittee shall be charged for the right to use the Common Area.

(F) Each Party shall use its best efforts to cause the employees of the Occupants of its Tract to park their vehicles only on such Tract.

5.2 Lighting.

(A) After completion of the Common Area lighting system on its Tract, each Party hereby covenants and agrees to keep its Tract fully illuminated each day from dusk to at least thirty (30) minutes after the last business operation on its Tract has closed, and further agrees to keep any exterior building security lights on from dusk until dawn. During the term of this COREA, each Party grants an irrevocable license to the other for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tract.

(B) It is recognized that business establishments within the Shopping Center may be open for business at different hours, and that the owner or principal Occupant of one Tract upon which a business establishment is open later may wish to have the Common Area lights on the other Tract continue to burn beyond the required period. Accordingly, the owner or principal Occupant of such Tract ("Requesting Owner") shall have the right, at any time to require the owner or principal Occupant of the other

Tract ("Requested Owner") to keep its Common Area lights on until a later hour as stipulated by the Requesting Owner; provided that the Requesting Owner notifies the Requested Owner of such request not less than fifteen (15) days in advance. The Requesting Owner shall state the period during which it wishes the lights to be kept on to a later hour and shall pay to the Requested Owner a prepayment deposit as follows:

1. If the period is less than thirty (30) days, then the deposit shall be one hundred ten percent (110%) of the reasonable cost (as estimated by the Requesting Owner) of electrical power for such later hours to be incurred by the Requested Owner.

2. If the period is greater than or equal to thirty (30) days, then the deposit shall be one hundred ten percent (110%) of the reasonable cost (as estimated by the Requesting Owner), of electrical power during the first thirty (30) days of the period for such later hours to be incurred by the Requested Owner. If the period is greater than thirty (30) days, then the Requesting Owner shall renew such prepayment deposit at the end of each thirty (30) day period.

The Requesting Owner agrees, by making the request for extended hours of illumination by the other party, to pay one hundred ten percent (110%) of the cost to the Requested Owner of electrical power to provide such extra-hours illumination. If the Requested Owner is of the opinion that the deposits made by the Requesting Owner do not cover one hundred ten percent (110%) of such costs, the Parties shall attempt to agree to the cost of such electrical power and if they cannot do so, then the amount the Requesting Owner is obligated to pay shall be determined from the power costs as estimated by the electrical utility company furnishing such power, or if the utility fails to do so, by a reputable engineer. Upon the failure of a Requesting Owner to pay the aforesaid amount or renew a deposit as required hereby, the

Requested Owner shall have the right to discontinue such additional lighting and to exercise other remedies herein provided. Any such request for additional lighting may be withdrawn or terminated at any time by written notice from the Requesting Owner; and a new request or requests for changed hours may be made from time to time.

(C) As an alternative to the process of lighting another's Tract as set forth in (B) above, a Party ("Constructing Party") may install, with the consent of the other Party ("Consenting Party"), a secondary wiring system, from the Constructing Party's Tract to the light standards on the Consenting Party's Tract, which would permit a portion or all of the lighting on the Consenting Party's Tract to be operated contemporaneously with the lighting on the Constructing Party's Tract. All costs and expenses associated with the installation, maintenance, replacement, and operation of such secondary wiring, including the cost of energy to light any portion of the Consenting Party's Tract, shall be assumed and promptly paid by the Constructing Party. The Constructing Party shall submit to the Consenting Party appropriate plans and specifications for the installation of such secondary wiring systems; the Consenting Party shall have thirty (30) days to approve or disapprove of such submission, such approval not to be unreasonably withheld. If the Consenting Party does not disapprove of the submission within the 30-day period, approval shall be deemed given; if disapproval is given, the Constructing Party shall revise the submission to accommodate the reasonable objections of the Consenting Party and then may resubmit such plans and specifications to the Consenting Party for its approval.

5.3 Signs.

No exterior identification signs shall be allowed within the Shopping Center except as set forth hereinafter.

(A) Only one freestanding sign shall be permitted within the Shopping Center which shall be constructed in the area designated on the Site Plan. The sign shall be used to identify Target and the name of the Shopping Center. Each Party shall have the right to approve the design and size of the freestanding sign, provided, however, that Developer hereby approves the use by Target of its standard prototype identification on the freestanding sign.

Notwithstanding anything above to the contrary, each Party shall be permitted to place within the Common Area located on its Tract directional signs or informational signs such as "Handicapped Parking", the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job.

(B) Any Occupant occupying less than twenty-five thousand (25,000) square feet of Floor Area may not have more than one (1) identification sign placed on the exterior of the building it occupies; provided however, that if any such Occupant is located at the corner of a building, then such Occupant may have an identification sign on each side of such corner. Any Occupant occupying at least twenty-five thousand (25,000) square feet of Floor Area may have more than one identification sign placed on the exterior of the building it occupies.

No exterior identification sign attached to a building shall be of the type set forth below:

(i) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted;

(ii) placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;

(iii) painted on the surface of any building.

No exterior sign shall identify leased departments, concessionaires, products or services

(C) Neither exterior identification signs attached to buildings nor freestanding signs shall be of the type set forth below:

(i) flashing, moving or audible signs;

(ii) signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers;

(iii) paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, etc.

5.4. Insurance.

(A) Developer as to the Developer Tract and Target as to the Target Tract shall maintain or cause to be maintained in full force and effect Comprehensive General Liability insurance with a financially responsible insurance company or companies licensed in the state where the Shopping Center is located, with a minimum Best's Rating of A:XV; such insurance to provide for a limit of not less than Three Million Dollars ($3,000,000.00) for bodily injury or death to any one person, for a limit of not less than Five Million Dollars ($5,000,000.00) for bodily injury or death to any number of persons arising out of any one occurrence, and for a limit of not less than One Million Dollars ($1,000,000.00) in respect of any instance of property damage. Additionally, such insurance shall include the following minimum requirements:

(i) Comprehensive General Liability coverage, including Personal Injury Liability Insurance and Contractual Liability Insurance;

(ii) shall provide coverage on an occurrence basis;

(iii) shall provide that the policy may not be cancelled or materially reduced in amount or coverage without at least 30 days prior written notice by the insurer to each of the other Parties;

(iv) shall include the other Parties as additional insureds;

(v) shall provide for severability of interests;

(vi) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other additional insureds or the insured, respectively.

Such insurance shall specifically extend to the contractual obligation of the insured Party arising out of the indemnification obligations set forth in the next sentence. Each Party ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Party ("Indemnitee") from and against all claims, costs, expenses and liability (including reasonable attorney's fees and cost of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of, any person, or damage to the property of any person or entity which shall occur on the Tract owned by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. The Parties agree to

review the minimum limits set forth above every ten (10) years and further agree to adjust such limits if circumstances warrant. Each Party shall furnish to any other Party requesting the same evidence that the insurance described above is in full force and effect and that the premiums therefor have been paid. All policies of insurance carried by any Party pursuant hereto, (i) shall name the other Parties as additional insureds, and (ii) shall provide that the same may not be canceled or amended without at least thirty (30) days' prior written notice being given by the insurer to each of the other Parties.

(B) Effective upon the commencement of construction of improvements, the constructing Party will carry or cause to be carried, fire insurance with an extended coverage endorsement with a financially responsible insurance company or companies licensed in the state where the Shopping Center is located, with a minimum Best's Rating of A:XV, in an amount at least equal to eighty percent (80%) of the replacement cost (exclusive of the cost of excavation, foundations, and footings) of the buildings and improvements insured from causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of fire insurance with an extended coverage perils endorsement, and specifically against at least the following perils: loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage, and sprinkler leakage.

Each Party (the "Releasing Party") hereby releases and waives for itself and on behalf of its insurer, any other Party (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of the type generally covered by fire insurance with an extended coverage endorsement, irrespective either of any negligence on the part of

the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Party agrees to use its best efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Each Party ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless each other Party ("Indemnitee") from and against all claims asserted by or through any Permittees of the Indemnitor's Tract for any loss or damage to the property of such Permittee located upon the respective Indemnitor's Tract, which loss or damage is of the type generally covered by fire insurance with an extended coverage endorsement irrespective of any negligence on the part of the Indemnitee which may have contributed to or caused such loss.

(C) Prior to commencing any construction activities within the Shopping Center, each Party shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' Compensation - statutory limits

(ii) Employers Liability - $100,000

(iii) Comprehensive General and Comprehensive Auto Liability as follows:

(a) Bodily Injury - $1,000,000 per occurrence

(b) Property Damage - $1,000,000 per occurrence

(c) Independent Contractors Liability or Owner's Protective Liability; same coverage as set forth in (a) and (b) above;

(d) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;

(e) "XCU" Hazard Endorsement, if applicable;

(f) "Broad Form" Property Damage Endorsement;

(g) "Personal Injury" Endorsements;

(h) "Blanket Contractual Liability Endorsement.

If the construction activity involves the use of another Party's Tract, then the owner of such Tract shall be named as an additional insured and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds; it being understood that if such insurance is canceled or expires then the constructing Party shall immediately stop all work on or use of another Party's Tract until either the required insurance is reinstated or replacement insurance obtained.

(D) The insurance described above may be carried under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party, (iii) a plan of self-insurance, provided that the party so self-insuring has and maintains $40,000,000 or more of net current assets as evidenced by such party's annual report that is audited by an independent certified public accountant, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Party in compliance with this Section 5.4, such Party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided however, that in no event shall any deductible exceed $50,000.00 unless such Party qualifies for

self-insurance pursuant to (iii) above. Each party further agrees to furnish to any Party requesting the same a certificate of insurance evidencing that the insurance required is in full force and effect.

5.5 Taxes and Assessments. Each Party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Tract, the buildings, and improvements located thereon and any personal property owned or leased by such Party in the Shopping Center, provided that if the taxes or assessments or any part thereof may be paid in installments, the Party may pay each such installment as and when the same becomes due and payable, and, in any event, prior to the delinquency thereof. Nothing contained in this subsection shall prevent any Party from contesting at its cost and expense any such taxes and assessments with respect to its Tract in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith; and at the time as such contest is concluded (allowing for appeal to the highest court of appeals), the contesting Party promptly pays all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

5.6 Liens. In the event any mechanic's lien is filed against the Tract of one Party as a result of services performed or materials furnished for the use of another Party, the Party permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless the other Party and its Tract against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and cost of suit) on account of such claim of lien. Upon request of the Party whose Tract is subject to such lien, the Party permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the

indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent a Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence; and in the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Party shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.

ARTICLE VI
MISCELLANEOUS

6.1 Default.

(A) If any Party fails to comply with any provision herein ("Defaulting Party"), then any other Party ("Non-Defaulting Party") at its option and with forty-five (45) days' prior written notice may proceed to cure the default (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Party. The foregoing right to cure shall not be exercised if within the forty-five (45) day notice period (i) the Defaulting Party cures the default, or (ii) if curable, the default cannot reasonably be cured within that time period but the Defaulting Party begins to cure such default with such time period and diligently pursues such action to completion. The forty-five (45) day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate attention. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice to the Defaulting Party as reasonable under the circumstances.

(B) Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Party shall reimburse the Non-Defaulting Party for any

sum reasonably expended by the Non-Defaulting Party due to the default or in correcting the same, together with interest thereon.

(C) In the event any Party shall institute any action or proceeding against another Party relating to the provisions of this COREA, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the Parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for such costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including attorneys' fees and court costs.

(D) Any remedies in this Section 6.1 are cumulative and shall be deemed additional to any and all other remedies to which any Party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any Party of any of the terms, covenants, or conditions of this COREA and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

6.2 Interest. Wherever and as often as one Party shall not have paid any sum payable hereunder to another Party within five (5) days of the due date, such delinquent Party shall pay interest on such owed amount from the due date to and including the date such payment is received by the Party entitled thereto, at the lesser of:

(A) The highest rate permitted by law to be paid on such type of obligation by the Party obligated to make such payment or the Party to whom such payment is due, whichever is less; or

(B) 3% per annum in excess of the prime rate from time to time publicly announced by Norwest Bank, Minneapolis National Association or its successor.

*SEE "ESTOPPEL CERTIFICATE" Doc #23

6.3* Estoppel Certificate. Each Party hereby severally covenants that upon written request (which shall not be more frequent than three (3) times during any calendar year) from time to time of the other Party, it will issue to a prospective Mortgagee of such other Party or to a prospective successor Party to such other Party, an estoppel certificate stating:

(A) whether the party to whom the request has been directed knows of any default by the Requesting Party under this COREA, and if there are known defaults, specifying the nature thereof;

(B) whether this COREA has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);

(C) that to the Party's knowledge this COREA as of that date is in full force and effect;

(D) Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information.

6.4 Notices.

All notices, demands, statements, and requests ("notice") required or permitted to be given under this COREA must be in writing and given, delivered or served, either by personal delivery, prepaid express mail carrier with receipt or by prepaid registered or certified mail, return receipt requested. Notices shall be deemed properly given, delivered, served and received as of deposit as provided hereinabove with the appropriate carrier or as of delivery if delivered personally; provided unless evidence of delivery, inability to make delivery due to changed address or refusal of delivery can be produced by the Party making the deposit upon the request of the receiving Party any time periods which run from receipt shall not be binding. The address of the signatories to this COREA is set forth below. In the event a Party shall encumber its Tract by a mortgage and notice of such fact has been given to the Party issuing such notice, demand, statement, or request, then a copy of any notice of amounts due or notice of default directed to such mortgaging Party shall also be sent to its mortgagee.

Target:
*SEE doc.#27

Dayton-Hudson Corporation
Target Stores-Real Estate ~~Division~~ Estate
Attn: Property Administration, CC-20C
~~P.O. Box 1392~~
33 S. Sixth Street
Minneapolis, MN ~~55440~~ 55402

Developer:

Ryan ~~Construction Company of Minnesota, Inc.~~ SHINGLE CREEK LIMITED PARTNERSHIP (DOC #3)
Suite 700
900 2nd Avenue South
Minneapolis, Minnesota 55402

Any Party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective

address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received; and further provided such address may not be a post office box.

6.5 Consent to be Reasonable. Unless otherwise herein provided, whenever approval is required of any Party, such approval shall not be unreasonably withheld or delayed. Unless provision is made for a specific time period, approval shall be given or withheld within thirty (30) days of the receipt of the request for approval. If any Party shall neither approve nor disapprove within said thirty (30) day period, the Party shall be deemed to have given its approval. If a Party shall disapprove, the reasons therefor shall be stated. Except with respect to an approval given by lapse of time, all approvals and disapprovals shall be in writing.

6.6 Condemnation. In the event of a condemnation or a sale in lieu thereof concerning a portion or all of the Shopping Center, the award or purchase price paid for such taking shall be paid to the Party owning such land so taken; it being the intent of any other Party who might have an easement or other property interest or right under this COREA in the land so taken, to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Party shall have the right to seek an award or compensation for the loss of its easement right to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Party owning such land. Notwithstanding the above, this Section 6.6 is not intended to alter any other agreement which may exist between the owner of the land so taken and any person having an interest in said land pursuant to other contractual relationships.

6.7 Binding Effect. The terms of this COREA and all easements granted by this COREA shall constitute covenants running with, and be appurtenant to and run with the land affected. All terms and easements shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties to this COREA to the extent they have an interest in the benefited or burdened land. This COREA is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

6.8 Singular and Plural. Whenever required by the context of this COREA, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.9 Counterparts and Signature Pages. This COREA may be executed in several counterparts, each of which shall be deemed an original; further, the signature of the Parties to this COREA may be executed and notarized on separate pages, and when attached to this COREA shall constitute one complete document.

6.10 Negation of Partnership. None of the terms or provisions of this COREA shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

6.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as

herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

6.12 Excusable Delays. Whenever performance is required of any Party hereunder, that Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any Party from the prompt payment of any monies required by this COREA.

6.13 Severability. Invalidation of any of the provisions contained in this COREA, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

6.14 Amendments. This COREA may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the county and state where the Shopping Center is located and executed by the Parties owning the Target Tract and Developer Tract. No consent to the amendment of this COREA shall ever be required of any Occupant or Person other than the Parties, nor shall any Occupant or Person other than the Parties have any right to enforce any of the provisions hereof.

6.15 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the

construction and interpretation of the COREA. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this COREA.

6.16 Minimization of Damages. In all situations arising out of this COREA, all Parties shall attempt to avoid and minimize the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this COREA.

6.17 COREA Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this COREA shall (i) entitle any Party to cancel, rescind or, otherwise terminate this COREA, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Shopping Center. However, such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any such breach.

6.18 Time. Time is of the essence of this COREA.

6.19 Non Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

ARTICLE VII
TERM

7.1 Term of this COREA. This COREA shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, ~~20~~ 2025; provided, however,

*see R.E.A. 1st Amendment Doc # 18a

with respect to the easements referred to in 2.1(B), 2.2 and 2.3 hereof which are specified as being perpetual or as continuing beyond the term of this COREA, such easements shall survive the termination of this COREA as provided in such Sections. Upon termination of this COREA, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of the COREA, except as contained or to be contained within the easement agreements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this COREA shall not limit or affect any remedy at law or in equity of any Party against any other Party with respect to any liability or obligation arising or to be performed under this COREA prior to the date of such termination.

IN WITNESS WHEREOF, the Parties have caused this COREA to be executed effective as of the day and year first above written.

RYAN CONSTRUCTION COMPANY OF MINNESOTA, INC.
("Developer")

By _____
Name TIMOTHY M. GRAY
Title VICE PRESIDENT

ATTEST:

By _____
Name _____
Title _____

DAYTON-HUDSON CORPORATION
("Target")

By _____
Name Jack D. Fontaine
Title Sr. Vice President Target Stores

ATTEST:

By _____
Name William P. Hise
Title Assistant Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this the 12th day of June, 1985, before me, a Notary Public within and for said County, personally appeared Jack D. Fontaine and William P. Hise, to me personally known, being each by me duly sworn, did say that they are respectively the Senior Vice President, Target Stores Division and Assistant Secretary of Dayton-Hudson Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and Jack D. Fontaine and William P. Hise acknowledged said instrument to be the free act and deed of said corporation.

Sylvia I. Heikkila
Notary Public

SYLVIA I. HEIKKILA
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Nov. 20, 1987

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this the 12th day of June, 1985, before me, a Notary Public within and for said County, personally appeared Timothy M. Gray, to me personally known, being by me duly sworn, did say that he is respectively the Vice President, of Ryan Construction Company of Minnesota, Inc. , a Minnesota corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and Timothy M. Gray acknowledged said instrument to be the free act and deed of said corporation.

JUDY A. HERMANSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 6, 1988

Judy A Hermanson
Notary Public

Exhibit A

TARGET TRACT

Lot 2, Block 1, Shingle Creek Center, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota.

EXHIBIT A

#3/-EXAzBC

Exhibit B

DEVELOPER TRACT

Lot 1, Block 1, Shingle Creek Center, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota.

EXHIBIT C

SUBMISSION GUIDELINES

1. During the conceptual design phase, the constructing party shall submit to the other parties the following:

   A. Site Design Documents to Indicate the Following:
      - o Parking configurations and car parking count
      - o Typical bay width and stall dimensions
      - o Drive widths
      - o Setbacks
      - o Curb cuts
      - o Spot elevations or rough contours
      - o Rough landscape scope
      - o Lighting pole locations
      - o Preliminary utility strategies

   B. Building Design Single Line Plans to Indicate the Following:
      - o Exterior wall configuration
      - o Doors and store front extent
      - o Canopies and overhangs
      - o Probable column locations at exterior and abutting our building on interior

   C. Exterior Elevation Drawings to Indicate the Following:
      - o Opaque wall areas with doors and store fronts

2. After approval has been granted of conceptual design phase submitted in accordance with the guidelines specified in 1 above, the constructing party shall submit final design phase plans to the other parties as follows:

A. Site Design Documents Delineating Information Outlined in the Concept Phase with the Following Added Detail:

- Refined grading plans
- Selected lighting fixtures and resultant lighting levels in foot candles
- Landscaping showing generic planting materials and locations
- Proposed paving section designs and location
- Utility layouts including hydrants and sizes proposed
- Proposed details for curbs, site structures, manholes, etc.
- Proposed site signage designs and locations

B. Building Design Plans Delineating Information Outlined in the Concept Phase with the Following Added Detail:

- Exterior wall thicknesses
- Structural columns or bearing walls at building exterior and proposed foundation design at adjoining wall between abutting buildings
- Where common footings are to be shared provide wall or column load information for design of that footing
- Proposed roof plan showing slopes and location of penthouses or other major mechanical equipment
- References of key flashing details of roof to adjoining building

C. Exterior Elevation Drawings Delineating Information Outlined in the Concept Phase with the Following Added Detail:

- Proposed building sign standards
- Paint color chips and samples of other materials such as brick or concrete aggregates (glass or aluminum finishes may be annotated on the elevations)

- o Proposed large scale details of key section conditions to show exterior design intent
- o Major penthouses or rooftop equipment profiles
- o Features such as special masonry patterns, bands or special materials and textures
- o Rain leaders or scuppers
- o Wall sections at various exterior locations including at the demising wall to the adjoining building with key vertical dimensioning

3. If a building is to have a through-the-wall pedestrian access connection to an adjoining building, then the final design phase submission shall also include (to the owner of such adjoining building) the following:

    - o Plans of the pedestrian mall circulation showing any variations in floor elevations
    - o Elevations/sections of the proposed mall space showing store front sign bulkheads and key dimensions
    - o Proposed ceiling design including special features such as variations in height or skylights
    - o Floor material patterns
    - o Landscaping and mall seating areas
    - o Proposed interior sign guidelines
    - o Paint color chips and samples of other materials such as brick or concrete aggregates (glass or aluminum finishes may be annotated on the plans or elevations)
    - o Proposed large scale details of key section conditions to show interior design intent

4. The constructing party shall provide the other parties with a complete set of bid documents for the building and/or improvements to be located upon its Tract.

EXHIBIT X

6-4-85 FER
6-6-85

GENERAL NOTES:

H.P. SODIUM PARKING LOT LIGHTS ON 35' HIGH POLE TO MEET CITY REQUIREMENTS

UNDERGROUND IRRIGATION SYSTEM SHALL BE PROVIDED FOR GRASS LANDSCAPE AREAS.

ENTIRE TARGET/RETAIL & RESTAURANT BUILDINGS SHALL HAVE N.F.P.A. SPRINKLER SYSTEM W/ MONITORING

MECHANICAL ROOF TOP EQUIPMENT SCREENING SHALL MEET CITY REQUIREMENTS.

ALL LANDSCAPE AREAS INCLUDING PARKING LOT ISLANDS, BOULEVARDS, AND GREEN STRIPS ARE TO BE ENCLOSED BY B6/12 CONC. CURB TYPICAL

SITE SIZE: 585,094 S.F. = 13.432 ACRES

Site Information

RETAIL

Target: 105,000 s.f.
Shops: 34,160 s.f.

Total retail: 139,160 s.f.

PARKING REQUIREMENTS FOR RETAIL

1st 1000 s.f.		11/1000 s.f. x 1 =	11cars
1000 s.f. to 15,000 s.f.		8/1000 s.f. x 14 =	112
15,000 s.f. to 30,000 s.f.		6/1000 s.f. x 15 =	90
over 30,000 s.f.		5.5/1000 s.f. x	
	109,160 s.f.	5.5 x 109.16 =	601
		TOTAL CARS =	814

RESTAURANT

106 seats / 4250 s.f.

PARKING REQUIREMENTS FOR RESTAURANT

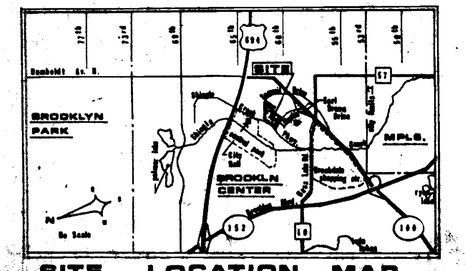
1 space / 2 seats	(120 seats)	60 cars
1 sapce / 2 employees	(12 employees)	6
		66 cars

TOTAL PARKING REQUIRED

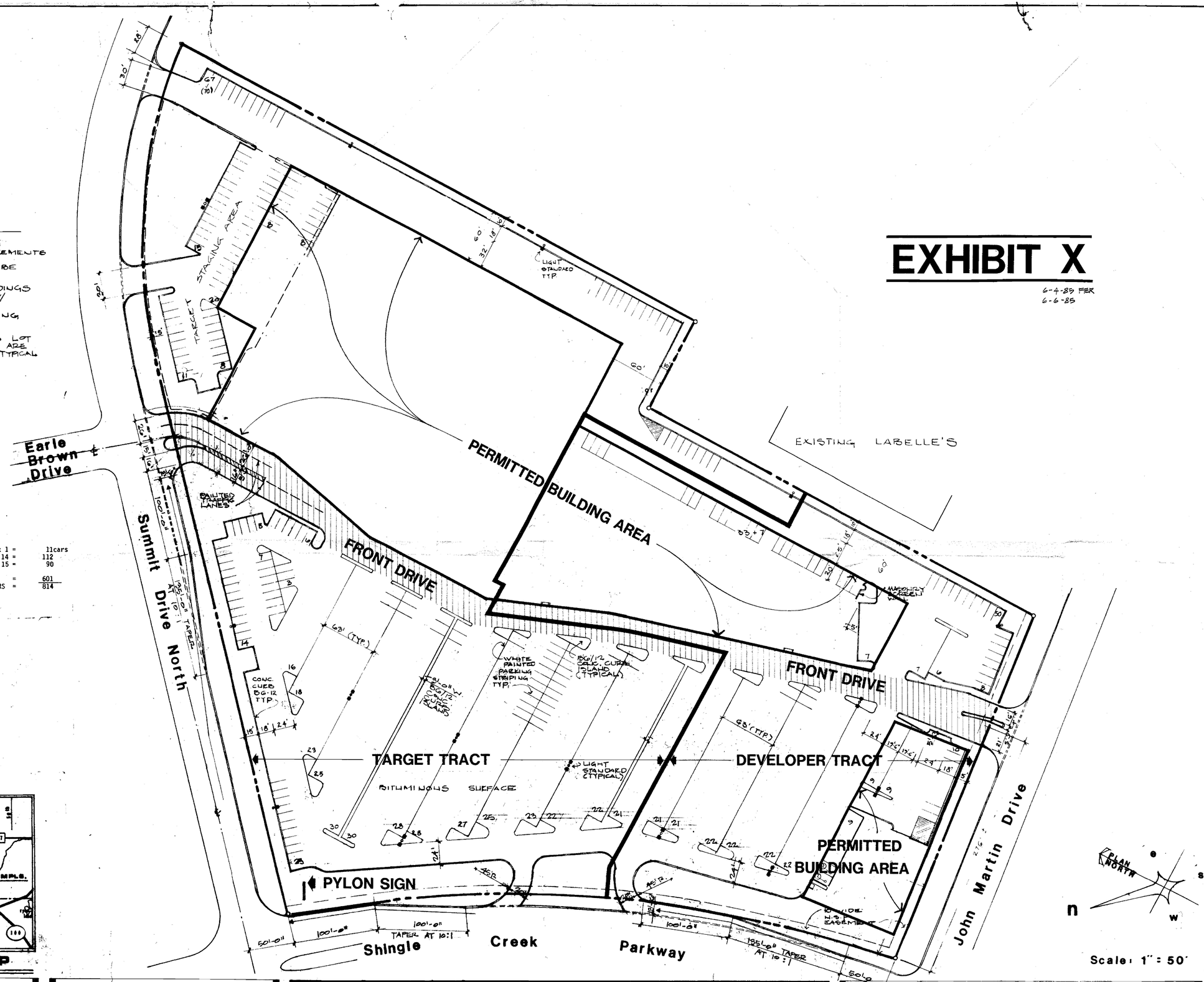
Retail:	814 cars
Restaurant:	66
	880 cars

PROOF OF PARKING: 880 cars

PARKING SHOWN ON SITE: 820 CARS



SITE LOCATION MAP



PRINTS	REVISIONS	
	2-7-86	REVISED PER CITY OF BROOKLYN CENTER TLG
	4-1-85	REVISED PER TARGET DRAWINGS TLG
DRAWN BY: BAR		
CHECKED BY:		

RYAN construction company OF MINNESOTA INCORPORATED
HIBBING — MINNEAPOLIS
designers builders developers

PROJECT: Shingle Creek Center
Brooklyn Center, Minnesota

SHEET TITLE: Site Plan

SHEET NO. 1 OF: 2

JOB NO.

DATE: JAN. 3, 1985

T-240 BROOKLYN CENTER
A FILE

1651179

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REGISTERED VOL 2231 PAGE 664965

664964
664965

COPY

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

JUN 13 1985
9:00 AM

R Dan Carlson
REGISTRAR OF TITLES
BY _____ DEPUTY

(18)

RECORDING
DATA

Brooklyn Village's, LLC





Innovation & Catalyst Center (ICC)

Property Description: The Shingle Creek Center

6000 & 6050 Shingle Creek Parkway (SCP), Brooklyn Center, MN 55430

Purchase Price: $5.2 million

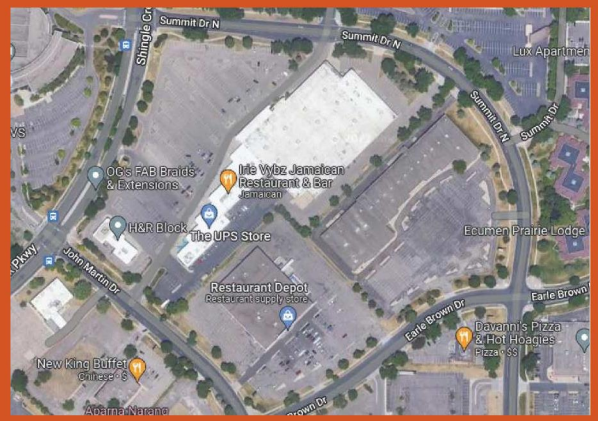
Estimated Closing Costs: $270,000

Working Capital Reserve: $53,000

Total Acquisition Cost: $5,523,000

Property Description:

- Two commercial buildings on 4.4 acres
- 6000 SCP 8,261 SF on 1.6 acres
- 6050 SCP 33,094 on 2.8 acres
- Total 41,355 SF for both buildings
- 18 total leasable units
- 39,178 SF of gross leasable space
- The site is located next to a 120,000-square-foot former Target site on 9.5 acres







Project Overview

ACER, in partnership with the **Ignite Businesswomen Investment Group Cooperative (IBWIG)**, two **Black women-led organizations** based in the Brooklyns, MN, have formed the Brooklyn Village's, LLC to purchase, own and operate a retail mall in Brooklyn Center. The site will house ACER's offices, existing tenants, and some 27 businesses from the IBWIG's membership.

ACER will move from two suites it currently leases in Brooklyn Center to a unit in the building. ACER will operate programs and services at the property, including the Business Resource Center, which will provide onsite small business technical assistance, resources, and workforce programming, in partnership with COPAL and HIRED to tenants and the broader Brooklyn Center and Northwest Suburbs community.

Brooklyn Village's, LLC will retain the site's current property management company, Atlas Commercial Real Estate, to oversee building operations, maintain the property, and collect rent from and engage tenants.

Sources	Amount	Type	Status
ACER	$159,000	Equity	Committed
IBWIG	$160,000	Equity	Committed
Foundation	$300,000	Grant	Committed
Bridge Financing	$4,904,000	Loans	In-Progress
Total	$5,523,000		
State of MN (Pay down loans	$3,921,463	Grant	Committed
Outstanding Debt	$982,537	LLCD TOD Grant	Requesting with City of Brooklyn Center

Council/EDA Work Session
City Hall Council Chambers
September 25, 2023

AGENDA

ACTIVE DISCUSSION ITEMS

1. THC Products in City Liquor Stores

PENDING LIST FOR FUTURE WORK SESSIONS

1. Upcoming Items
    - Memorial Policy
    - Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
    - Beautification and Public Art Commission
    - Liquor Store 2
    - Organizational Chart-Budget work sessions
    - New and Repeat Type IV Rental License Review *(referred to Housing Commission)*
    - Food Truck Ordinance/License
    - Emerald Ash Borer Policy Review (*referred to Park & Rec Commission November)*
    - Opioid Settlement
    - ARPA Funds
    - Grants: Revenues & Expenses
    - Purchasing Policy
    - Interveners Impact
    - Revisit Resolution 2021-73

Council/EDA Work Session

DATE: 9/25/2023

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Angela Holm, Finance Director
BY: Tom Agnes, Liquor Operations Manager

SUBJECT: THC Products in City Liquor Stores

Requested Council Action:

Background:

Budget Issues:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Council/EDA Work Session

DATE: 9/25/2023

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

SUBJECT: Upcoming Items

Requested Council Action:

- Memorial Policy
- Special Assessment Policy/Franchise Fees *(referred to Financial Commission)*
- Beautification and Public Art Commission
- Liquor Store 2
- Organizational Chart-Budget work sessions
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- Interveners Impact
- Revisit Resolution 2021-73

Background:

Budget Issues:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values: