

Monday, January 24, 2022
7:00 p.m.

Brooklyn Park Council Chambers
And by Telephone or other Electronic Means
5200 85th Avenue North

REGULAR CITY COUNCIL MEETING – AGENDA #4

Some members of the City Council will participate in the meeting by telephone pursuant to Minnesota Statutes, Section 13D.021 rather than in person at the City Council's regular meeting place at City Hall, 5200 85th Avenue North, Brooklyn Park, Minnesota. Members of the public can monitor the Council meeting in person or by watching it on CCX Media Channel 16 or by livestreaming it at https://nwsccc-brooklynpark.granicus.com/ViewPublisher.php?view_id=5.

Anyone who wants to address the Council during the Public Comment period or on an Agenda Item may do so in person or by calling 763-493-8180 or emailing devin.montero@brooklynpark.org by 4:30 p.m. on the meeting day. You will be asked to provide your name, address, email, and phone number. You will then be registered to speak during the Public Comment period or on the agenda item and will be provided the call in number to address the Council.

Members of the public who desire to give input or testimony during the meeting may do so in person or by texting City Clerk Devin Montero at 763-439-1883 or emailing him at devin.montero@brooklynpark.org. (Subject line: "Council Testimony").

If you need these materials in an alternative format or need reasonable accommodations for a City Council meeting, please provide the City with 72-hours' notice by calling 763-424-8000 or emailing Josie Shardlow at josie.shardlow@brooklynpark.org.
Para asistencia, 763-424-8000; Yog xav tau kev pab, 763-424-8000.

Our Vision: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.

Our Brooklyn Park 2025 Goals:

• A united and welcoming community, strengthened by our diversity • Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination • A balanced economic environment that empowers businesses and people to thrive • People of all ages have what they need to feel healthy and safe • Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper • Effective and engaging government recognized as a leader

I. ORGANIZATIONAL BUSINESS

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT AND RESPONSE 7:00 p.m. Provides an opportunity for the public to address the Council on items which are not on the agenda. Public Comment will be limited to 15 minutes (*if no one is in attendance for Public Comment, the regular meeting may begin*), and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Individuals should limit their comments to three minutes. Council Members will not enter into a dialogue with residents. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the residents for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

3A. APPROVAL OF AGENDA (Items specifically identified may be removed from Consent or added elsewhere on the agenda by request of any Council Member.)

3B. PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Update on the Design Development of Mississippi Gateway Regional Park

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

4.1 Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Charter Chapter 14, Section 14.02 of the Home Rule City Charter

- A.** ORDINANCE
- 4.2** Amend the 2021 Edinburgh USA Golf Course and Open Space Land Acquisition Development (OSLAD) Funds for the Replacement of the Golf Course Irrigation System
- A.** RESOLUTION
- 4.3** SECOND READING of an Ordinance Amending City Code Section 30.15 to Change the Starting Time for Council Meetings to 6:00 p.m.
- A.** ORDINANCE
- 4.4** Approve the Text of the Summary of Ordinance #2022-1269 Amending Chapter 95 of the City Code Pertaining to Park Regulations
- A.** SUMMARY ORDINANCE

The following items relate to the City Council's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)

5. PUBLIC HEARINGS

- 5.1** Public Hearing for Preliminary Allocation of Fiscal Year (FY) 2022/2023 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee
 - A.** MARKETING FLYER FOR CDBG 2022
 - B.** PUBLIC HEARING NOTICE
 - C.** REQUEST FOR PROPOSAL (RFP) 2022
 - D.** PUBLIC SERVICE AWARD LIST 2021

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

- 7.1** M.A.N. Professional Services Agreement for Violence Intervention
 - A.** RESOLUTION
 - B.** AGREEMENT

III. DISCUSSION – These items will be discussion items but the City Council may act upon them during the course of the meeting.

8. DISCUSSION ITEMS

- 8.1** Discussion on Ordinance Change Allowed for the Keeping of Hen Chickens
 - A.** COMMUNITY ENGAGEMENT PLAN FOR CHICKENS ORDINANCE
 - B.** CITY COMPARISON CHART
 - C.** 2019 PROPOSED ORDINANCE WITH POT-BELLIED PIG REMOVED

IV. VERBAL REPORTS AND ANNOUNCEMENTS

- 9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**
- 9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS**

V. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the City Council on each agenda item in advance from city staff and appointed commissions, and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.1	Meeting Date:	January 24, 2022
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks Department
Resolution:	N/A	Prepared By:	Brad Tullberg, Recreation and Parks Director
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Brad Tullberg, Jeff Feulner, WSB
Item:	Update on the Design Development of Mississippi Gateway Regional Park		

City Manager's Proposed Action:

Update the Council on the design development of Mississippi Gateway Regional Park

Overview:

Since 2016, the Recreation and Parks Department has been working with the Three Rivers Park District (TRPD) on plans for the upcoming investment in Mississippi Gateway Regional Park, formerly Coon Rapids Dam Regional Park. The city owns the Environmental Nature Area along the west side of West River Road, and worked collaboratively with TRPD on the Joint Master Plan for both parks to be improved together and designed to operate as one cohesive park.

Three Rivers Park District has contracted with WSB to complete the design of the Mississippi Gateway Regional Park. City of Brooklyn Park staff are included in the meetings and part of the design team. The team recently wrapped up the Schematic Design phase and performed cost estimating to be certain it is being designed within the budget.

Staff, along with WSB staff, will provide an update on the design development process, share the design elements of the park, and discuss the project schedule.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	January 24, 2022
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	SECOND READING		
Attachments:	1	Presented By:	Dennis Secara, Charter Commission Chair
Item:	Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Charter Chapter 14, Section 14.02 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2022-_____ AMENDING CHARTER CHAPTER 14, SECTION 14.02 OF THE HOME RULE CITY CHARTER.

Overview:

At its February 10, 2021 Charter Commission meeting, the Commissioners reviewed and discussed a letter sent by the City Manager regarding Section 14.02, Oath of Office. Council Member Morson raised a question whether the oath should have "residents" referenced in the oath because the Council represented the residents of Brooklyn Park.

At its March 10, 2021 Charter Commission meeting, the Commissioners reviewed a proposed amendment to the oath submitted by Council Member Morson and an alternative amendment submitted by Chair Secara.

At its April 14, 2021 Charter Commission meeting, the Commissioners reviewed and discussed with Council Member Morson his proposed amendment to the oath along with Chair Secara's proposed alternative.

At its September 8, 2021 Charter Commission meeting, the Commissioners continued their discussions with Council Member Morson on the two proposed amendments to Section 14.02 to include "residents" and include all Commissioners taking the oath. Discussions were held on the Charter Commission being exempted from taking the oath because they were independently appointed and took a separate oath. The Commissioners asked the city attorney to work on combining the two proposed amendments.

At its October 13, 2021 Charter Commission meeting, the Commissioners continued their discussions on Section 14.02 and reviewed the city attorney's proposed third alternative of the amendment that combined Chair Secara's and Council Member Morson's proposals and included the Commissioners appointed by the Council. The Commissioners agreed on the combined amendment and voted to bank the third alternative submitted by the city attorney.

At its November 10, 2021 Charter Commission meeting, the Commissioners reviewed a fourth alternative amendment from the city attorney, which excluded the Commissioners from taking an oath.

They also discussed the banked amendment with Council Member Morson and he supported the banked amendment as approved by the Commissioners on October 13, 2021.

The Commissioners voted unanimously to recommend the banked amendment presented and approved on October 13, 2021 to the City Council for approval.

The Council unanimously approved the first reading of the ordinance at its January 10, 2022 Council meeting.

The following is a routine timetable:

November 22, 2021	Council set the public hearing
December 2, 2021	Public Hearing Notice and text of proposed ordinance is published
January 10, 2022	Public Hearing and First Reading of Ordinance held
January 24, 2022	Second Reading of Ordinance held
February 3, 2022	Ordinance published in newspaper
May 3, 2022	Ordinance becomes effective (90 days after passage and publication)

Attachments:

4.1A ORDINANCE

ORDINANCE #2022-

ORDINANCE AMENDING CHARTER CHAPTER 14, SECTION 14.02 OF THE
HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion.~~

Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 14, Section 14.02 of the City Charter is amended to read as follows:

SECTION 14.02 OATH OF OFFICE

~~All officers~~ Every person elected to be a member of the city council or appointed by the city council to any commission or public board or body of the city shall, before entering upon the duties of the office, take and subscribe an oath of office in the following manner:

"I solemnly swear (or affirm) that I will support and obey the Constitution and the Laws of the United States and of the State of Minnesota, that I will, in all respects, honor the rights and privileges belonging to the residents of the City of Brooklyn Park, observe the provisions of the Charter and ordinances of the City of Brooklyn Park, and will faithfully serve its residents in the discharge of the duties of the office of _____ to the best of my judgment and ability."

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	January 24, 2022
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Renée Manning, Interim Assistant Finance Director
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director
Item:	Amend the 2021 Edinburgh USA Golf Course and Open Space Land Acquisition Development (OSLAD) Funds for the Replacement of the Golf Course Irrigation System		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2022-____ TO AMEND THE 2021 EDINBURGH USA GOLF COURSE AND OPEN SPACE LAND ACQUISITION DEVELOPMENT (OSLAD) BUDGETS MOVING THE CAPITAL OUTLAY BUDGET TO THE EDINBURGH USA FUND AND TRANSFER BEING MADE FUNDING THE IRRIGATION SYSTEM FROM OSLAD FUND.

Overview:

The 2021 adopted capital budget included the replacement of the irrigation system at the Edinburgh USA Golf Course (Edinburgh) project in the amount of \$2,300,000. The intent was to budget the capital outlay for this project in the Edinburgh fund and create an internal transfer for the funding of the project from OSLAD.

In fact, the adopted budget included the capital outlay on the OSLAD fund's budget, instead of Edinburgh.

The proposed amendment is to move the budgeted capital outlay of \$2,300,000 to Edinburgh and remove from OSLAD and add an internal fund transfer from OSLAD to Edinburgh. The result has no impact of the bottom line of the budget.

Budgetary/Fiscal Issues:

The net effect to the budget is zero.

Attachments:

4.2A RESOLUTION

RESOLUTION #2022-

RESOLUTION TO AMEND THE 2021 EDINBURGH USA GOLF COURSE AND OPEN SPACE LAND ACQUISITION DEVELOPMENT (OSLAD) BUDGETS MOVING THE CAPITAL OUTLAY BUDGET TO THE EDINBURGH USA FUND AND TRANSFER BEING MADE FUNDING THE IRRIGATION SYSTEM FROM THE OSLAD FUND

WHEREAS, the 2021 Adopted budget included the capital outlay for the Edinburgh USA Golf Course (Edinburgh) irrigation system replacement in the amount of \$2,300,000; and

WHEREAS, the capital outlay was budgeted in OSLAD whereas the intent was to budget the capital outlay in the Edinburgh fund and OSLAD was to budget an internal fund transfer to Edinburgh to fund the capital improvement; and

WHEREAS, the amendment is accomplished by adding \$2,300,000 to capital outlay and \$2,300,000 to as a revenue transfer in to Edinburgh's budget and reclassifying the \$2,300,000 from capital outlay to a transfer out on OLSAD's budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to amend the 2021 budget as stated below.

Fund	Description	2021 Adopted Budget	Change	2021 Amended Budget
EDINBURGH	Capital Outlay	\$0	\$2,300,000	\$2,300,000
EDINBURGH	Transfer In	\$0	(\$2,300,000)	(\$2,300,000)
OSLAD	Transfer Out	\$0	\$2,300,000	\$2,300,000
OSLAD	Capital Outlay	\$2,300,000	(\$2,300,000)	\$0
		<u>\$2,300,000</u>	<u>\$0</u>	<u>\$2,300,000</u>

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	January 10, 2022
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	SECOND READING		
Attachments:	1	Presented By:	Jay Stroebel, City Manager or Lisa Jacobson, Mayor
Item:	SECOND READING of an Ordinance Amending City Code Section 30.15 to Change the Starting Time for Council Meetings to 6:00 p.m.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2022-____AMENDING SECTION 30.15 OF THE BROOKLYN PARK CITY CODE PERTAINING TO THE STARTING TIME FOR CITY COUNCIL MEETINGS.

Overview:

In recent years, the length of Council meetings have regularly exceeded the written policy to adjourn the meetings by 10:00 p.m., unless agreed upon by the majority of the Council to extend it. Late night meetings can be a disservice to our outside presenters and the viewing public, and also be challenging for Council members and staff that have work or early meetings the following day. Changing the Council meeting start time to 6:00 p.m. would make it more feasible to adjourn the meetings by 10:00 p.m.

The Council unanimously approved the first reading of the ordinance at its January 10, 2022 Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A ORDINANCE

ORDINANCE #2022-

ORDINANCE AMENDING SECTION 30.15 OF THE BROOKLYN PARK CITY CODE
PERTAINING TO THE STARTING TIME FOR CITY COUNCIL MEETINGS

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Underlined text is proposed for insertion

The City of Brooklyn Park Does Ordain:

Section 1. Section 30.15 of the Brooklyn Park City Code is amended to read as follows:

§ 30.15 MEETINGS.

The Council has regular meetings on the first, second and fourth Mondays of each month commencing at ~~7:00~~
6:00 p.m. If any of the Mondays falls on a holiday, the Council will have its regular meeting on the following day
and adjourned special meetings at any other time the Council may deem proper. All meetings are held in the
City Hall or elsewhere as designated by the Council.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	January 24, 2022
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Brad Tullberg, Director of Recreation and Parks
Ordinance:	SUMMARY		
Attachments:	1	Presented By:	Brad Tullberg
Item:	Approve the Text of the Summary of Ordinance #2022-1269 Amending Chapter 95 of the City Code Pertaining to Park Regulations		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE TEXT OF THE SUMMARY OF ORDINANCE #2022-1269 DETERMINING THAT IT CLEARLY INFORMS THE PUBLIC OF THE INTENT AND EFFECT OF THE ORDINANCE.

Overview:

City Code Chapter 95, Park Regulations, was last updated in 2002. Staff has found that the current Park Regulations, approved in 2002, are outdated and the published language does not match the ordinance language currently shown in City Code Chapter 95.

One of the goals of the Recreation and Parks Advisory Commission (RPAC) was to review and update the Park Regulations and address the recommendation by the ADA consultant to include provisions for accommodations and address any new issues or additions within the park system. Staff has worked closely with the City Attorney to address the recommendations of the Recreation and Parks Advisory Commission. RPAC voted at its November 17, 2021 meeting to recommend bringing the proposed changes to the Park Regulations section of City Code Chapter 95 to City Council as presented for adoption as replacement of the existing language. The first reading took place at the December 13, 2021 City Council meeting.

At the January 10, 2022, Council meeting, the Council unanimously approved the second reading of the ordinance (#2022-1269) but did not have the summary ordinance for approval. The summary ordinance is used when there are more than 3 pages of the ordinance to be published.

Primary Issues/Alternatives to Consider:

Staff and the Recreation and Parks Advisory Commission recommend approval of the proposed changes to the City Code 95 – Park Regulations.

Budgetary/Fiscal Issues: N/A

Attachments:

4.4A SUMMARY ORDINANCE

The City Council Brooklyn Park has determined that pursuant to its City Code, Ordinance #2022-1269 should be published in summary form.

SUMMARY OF ORDINANCE #2022-1269

ORDINANCE AMENDING CHAPTER 95 OF THE BROOKLYN PARK CITY CODE
PERTAINING TO PARK REGULATIONS

Ordinance #2022-1269 amends City Code Chapter 95, Section 95.01, Purpose; Definitions, relating to purpose and definitions; Section 95.02, Regulation of Public Use, relating to park hours; Section 95.03, Regulation of General Conduct; Personal Behavior, relating to drug and alcohol use; Section 95.04, Regulations Pertaining to General Parkland Operation, relating to commercial use, solicitation, advertising; photography, pets in parks, noise, amplification of sound, fires, and amusement contraptions; Section 95.05, Protection of Property, Structures and Natural Resources, relating to interference of park property; Section 95.06, Regulation of Recreation Activity, relating to picnicking and permits or written authorizations; Section 95.07, Regulation of Motorized Vehicles, Traffic and Parking, relating to snowmobiles, parking of vehicles, and maintenance of personal vehicles, and Section 95.08 Enforcement.

This summary of Ordinance #2022-1269 has been approved by the City Council on January 24, 2022. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	January 24, 2022
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	John Kinara, Housing and Economic Development Specialist
Ordinance:	N/A		
Attachments:	4	Presented By:	Breanne Rothstein, Economic Development and Housing Director
Item:	Public Hearing for Preliminary Allocation of Fiscal Year (FY) 2022/2023 Community Development Block Grant (CDBG) Program Funds and Appointment of Representative to CDBG Public /Human Services Selection Committee		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE PRELIMINARY ALLOCATION OF FISCAL YEAR 2022/2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND APPOINTING BREANNE ROTHSTEIN TO REPRESENT BROOKLYN PARK ON THE HENNEPIN COUNTY CDBG PUBLIC/HUMAN SERVICES SELECTION COMMITTEE.

Overview:

The City of Brooklyn Park is part of the Urban Hennepin County Community Development Block Grant (CDBG) Program. CDBG is a population and needs based federal grant program from the US Department of Housing and Urban Development (HUD). The City's relationship with Hennepin County allows the County to administer the grants and ensure federal compliance through a Joint Cooperation Agreement (JCA) adopted between the County and the City, which is renewed every three (3) years and will be up for consideration again for 2023.

The City Council sets the use of CDBG funds in two steps, a public hearing and preliminary approval and final approval in late February for the upcoming program year. HUD requires a public hearing for the purpose of soliciting comments from the community on the proposed use of these funds. The proposed total FY2022/2023 CDBG allocation for Brooklyn Park is approximately **\$400,000**. FY 2022 program runs from July 1, 2022, to June 30, 2023.

In accordance with HUD requirements, up to 15-percent of the funds or an estimated \$60,000 can be directed to public/human service activities. Hennepin County CDBG selection committee will allocate the public/human service activity for all communities within the Urban Hennepin County JCA. The City appoints a representative to this selection committee which has previously been the Economic Development and Housing Director.

Table 1: FY2022 CDBG Funds Available

Program Funds	Estimated FY2022 CDBG Allocation
FY2022 CDBG Allocation for locally directed programming	\$340,000
15-percent set aside for public/human services (Maximum)	\$60,000
Total amount available for City directed programming	\$400,000

Primary Issues/Alternatives to Consider:

- **How is the CDBG amount determined?**

HUD allocates CDBG funds to communities based on a distribution formula. HUD considers a community's population, individuals with incomes at or below the poverty level, and the number of overcrowded housing units to determine grant amounts. Poverty data is a double-weighted factor.

The City's proposed allocation of \$400,000 is an estimate provided by Hennepin County and may change, up or down, per HUD's final announcement around July 1, 2022. A provision in the final resolution will address any major change in funding.

- **How does the City allocate CDBG funds?**

The City has participated in the CDBG program for the past 40 years and historically the City Council has allocated the major portion of the funds for EDA and Council approved housing and redevelopment projects. In addition, the City Council has also supported community public/human service programs through utilization of 15-percent of CDBG funds, the maximum allowed by HUD for that purpose.

Eligible CDBG projects are those that meet at least one of three national program objectives. The objectives are activities benefiting low- and moderate-income households; activities preventing or eliminating slums or blight; and/or, projects meeting community development needs with a specific urgency.

- **How are public/ human services funds awarded?**

Funding for public/human service activities is capped at 15-percent of the grant amount. Per the JCA between the City and the County, the County will retain the full 15-percent of the grant for allocation to public/human service activities in the City. A County-based selection committee will award funds retained for public service activities on a competitive request for proposal basis. The County will invite one representative from each Direct Allocation City under the JCA to participate on the Selection Committee. Staff requests an action by the City Council to appoint this representative. Staff recommends Economic Development and Housing Director, Breanne Rothstein, to serve on this committee.

In the FY2021, \$438,000 in public service funds were available under the Hennepin County JCA consortium. Twenty-four public service agencies requested a total of \$1.6 million. The average award was \$30,000, with awards ranging from \$10,000 to \$70,000. Among these 24 organizations that applied, 8 applicants did not get funded because they had other funding sources, 1 was found ineligible, and a total of 15 organizations were funded. Ten of these organizations serve the residents of Brooklyn Park and other northwestern suburbs in different programming activities.

On January 10, 2022, Hennepin County issued a Request for Proposals (RFP) for the 15-percent of CDBG directed to public/human service activities. All registered non-profit organizations operating in Brooklyn Park may submit applications for CDBG funds. The submission of applications to the County are due on February 28, 2022. The Selection Committee will meet in March to review and score all the submitted applications before making funding recommendations to the County Board for the Annual Action Plan approval expected in June 2022.

- **What locally directed programs are proposed to be funded?**

Staff recommends using the non-public service funds totaling \$340,000 for the programs described in Table 2, which details the CDBG funding allocations made in FY2021 and proposed funding allocations for FY2022. The proposed allocations for FY2022 aim to meet HUD expectations to serve multiple income groups and areas in the community as the objectives of Hennepin County's Consolidated Plan.

Table 2: FY2022 CDBG Proposed Program Activities

Program Activity	FY2021 Funds Awarded	FY2022 Proposed Funding
Home Rehabilitation Deferred Loans	\$226,347	\$305,000
Environmental Health	\$17,500	\$35,000
Lakeland Park Facility Project	\$50,000	\$0
ADA Improvements	\$50,000	\$0
TOTAL	\$343,847	\$340,000

Home Rehabilitation Deferred Loan Program**\$305,000**

Staff recommends allocating \$305,000 to the Home Rehabilitation Deferred Loan Program. Administered in partnership with Hennepin County, this program provides financial resources to single-family homeowners for capital improvements and emergency repairs. The program allows homeowners who earn 80-percent of the Area Median Income or less to borrow money to make interior and exterior improvements such as new furnaces, windows, siding as well as some kitchen renovations. The Home Rehabilitation Deferred Loan Program provides zero interest loans without any monthly payments and is entirely forgiven if the borrower maintains ownership and occupancy for 10 years.

Under the current program guidelines, qualifying Brooklyn Park homeowners receive between \$1,000 and \$20,000 in a deferred loan. In the fiscal year 2021, \$244,000 has been awarded to 24 homeowners, with 297 more homeowners still on the waiting list. The waiting list includes people who expressed a desire for the funds but not all households on the list will be eligible. The average amount awarded to qualifying homeowners was about \$15,000.

Code Correction**\$35,000**

The Environmental Health Program and Public Health Division continue to handle high levels of code violations in the neighborhoods. From FY2011 – FY2021, the City has allocated CDBG funds for increased outreach, engagement, and code correction activities within designated census tracts of the City. The need for additional staff continues in 2022 to manage the high number of code violations and to track and monitor any vacant and under-maintained properties. Staff proposes to continue using existing environmental health staff in this effort and to allocate CDBG funds for this purpose in order to allow for extra outreach, educational activities, and enforcement in the neighborhoods. The approved 2022 budget included the anticipated use of CDBG funds in this manner.

Staff Analysis

The proposed CDBG allocations are designed to be a part of a comprehensive community development strategy, which includes both "bricks and mortar" projects as well as programs and projects designed to support some of the social service needs of City residents. Each of the programs offer specific benefits to low- and moderate-income households, youth, or assists in the clearance of slum and blight, as required by the national CDBG program objectives.

The City Council has discretion on suggested funding allocations. Staff will evaluate any proposed changes to the allocations presented in this report for consistency with CDBG guidelines and report any findings at the February Council meeting.

[Click here to view the Hennepin County Consortium 2020-2024 Consolidated Plan.](#)

Budgetary/Fiscal Issues:

The CDBG program is a federally funded program and has no impact to the City's budget, except for the budgeted City staff time needed to receive and allocate funds and administer CDBG-funded programs. A portion (12% - 14%) of the annual CDBG allocation is retained by Hennepin County to support administration of the CDBG funds on the City's behalf.

Attachments:

- 5.1A MARKETING FLYER FOR CDBG 2022
- 5.1B PUBLIC HEARING NOTICE
- 5.1C REQUEST FOR PROPOSAL (RFP) 2022
- 5.1D PUBLIC SERVICE AWARD LIST 2021

Community Development Block Grant for social service organizations



Granting help to serve others

Social service providers who serve Brooklyn Park residents can now apply for 2022. Community Development Block Grant funds from Hennepin County.

Amount of grant

Minimum request of \$7,500

Requirements to apply

- Interested organizations must have 501(c)(3) status to apply
- Activities must benefit low- to moderate-income households in Brooklyn Park

Application Timeline

Applications accepted January 28th through February 28th 2022 at 3:00 p.m.

How to apply

- Visit Brooklyn Park website www.brooklynpark.org/cdbg
- Complete and submit a signed application to Hennepin County
- Submit a copy of your agency/organization's 501(c)(3) letter

More information

Contact John Kinara or visit www.brooklynpark.org/community-development-block-grant

John Kinara
Housing and Redevelopment Specialist
763-493-8054
john.kinara@brooklynpark.org

City of Brooklyn Park
City Hall
5200 85th Ave. N.
Brooklyn Park, MN 55443

www.brooklynpark.org/community-development-block-grant

Tonja West-Hafner
Program Analysis Supervisor
Hennepin County
612-348-2599
tonja.west-hafner@hennepin.us

**NOTICE OF PUBLIC HEARING
2022 URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Notice is hereby given that the City of Brooklyn Park in cooperation with Hennepin County, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, is holding a public hearing on **January 24, 2022 at 7.00 p.m.** in the Council Chambers located at 5200 85th Avenue North, Brooklyn Park, MN 55443.

The public hearing is on the housing and community development needs and the City's proposed use of the 2022 Urban Hennepin County Community Development Block Grant Program funding allocation of **\$400,000**.

The City of Brooklyn Park is proposing to undertake the following activities with 2022 Urban Hennepin County CDBG funds starting on or about July 1, 2022.

Proposed Program Activity	Proposed Budget
Home Rehabilitation Deferred Loan Program	\$305,000.00
Code Enforcement Program	\$35,000.00
Public/ Human Services	\$60,000.00
Total	\$400,000.00

For additional information on the priorities, proposed activities, level of funding, and program performance contact the City of Brooklyn Park at **763-493-8054** or the Hennepin County Housing Department at **612-348-2205**.

The public hearing is being held pursuant to MS 471.59.

This material can be provided to you in different forms on request, such as large print, if you call 763-493-8054 or 763 -493-8141 (TTD/TTY).

DEVIN MONTERO
CITY CLERK

Published in the January 13, 2022, edition of the Sun Post



Hennepin County CDBG Funding Request Form

2022 Program Year

DIRECT ALLOCATION CITY

Organization Information

Agency/Organization Name: Click here to enter text.

Address: Building #, Street, City, State, Zip.

Organization Type: Government Non-Profit For-Profit Other:Click here to enter text.

Name of Primary Contact: Click here to enter text.

Title of Primary Contact: Click here to enter text.

Primary Contact Email: Click here to enter text.

Primary Contact Phone: Click here to enter text.

Activity Information

Activity Name: Click here to enter text.

Amount of 2022 CDBG Funding Request: \$Click here to enter text.

Use of CDBG Funds (e.g. acquisition, rehabilitation, construction): Click here to enter text.

Description of Activity: Click here to enter text.

Location Address (if applicable): Building #, Street, City, State, Zip.

Description of Project Service Area (if applicable):

Anticipated Accomplishments (complete a, b, or c below):

a.) Housing activities:

#Housing Units:

b.) Public Facilities activities:

List Census Block Groups served by the facility:

c.) All other activities:

#People Served:

Activity Need, Consistency with Plans, and Public Support

Who is the target clientele? What populations will benefit from the activity?

Click here to enter text.

What community needs does this activity address?

Click here to enter text.

How does the activity address a goal identified in the 2020-2025 Consolidated Plan?

Note: Specify which Strategy and Goal the activity addresses.

Click here to enter text.

How does the activity meet other locally identified community development needs?

Click here to enter text.

Describe any community or private partnership support:

Click here to enter text.

Implementation Schedule

Projects should plan to begin after July 1, 2022 and to be complete by June 30, 2022.

Note: Priority given to projects that can be completed by March 30, 2019.

TASK	Anticipated Completion Date
Click here to enter text.	Click here to enter text.

Activity Budget -- 2022 Funding Sources & Uses

Note: Projects involving the acquisition, rehabilitation, and/or construction of housing or public facilities should submit a detailed source and uses budget in Microsoft Excel format in lieu of completing this section.

SOURCES	Amount	Secured?
CDBG	Click here to enter text.	Click here to enter text.
Other local funds: specify if applicable	Click here to enter text.	Click here to enter text.
Other federal funds: specify if applicable	Click here to enter text.	Click here to enter text.
State	Click here to enter text.	Click here to enter text.
Other	Click here to enter text.	Click here to enter text.
Other	Click here to enter text.	Click here to enter text.
	Click here to enter text.	Click here to enter text.
TOTAL	Click here to enter text.	

(Attach separate pages if necessary)

Has this activity received CDBG funding in previous years? Yes No

If Yes, describe: [Click here to enter text.](#)

Uses of 2022 CDBG Funds (e.g. staff time, materials, etc.)	AMOUNT
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
TOTAL	

(Attach separate pages if necessary)

Staff Capacity

Describe staff capacity and experience relevant to administering this activity:

[Click here to enter text.](#)

List the names, position titles, and brief qualifications of staff who will be primarily responsible for delivering this activity (attach additional pages if necessary):

[Click here to enter text.](#)

Public Service Awards 2021

Sojourner Project	Domestic Abuse Counseling	\$10,000.00
ICA	Emergency Assistance	\$20,000.00
IOCP	Emergency Assistance	\$20,000.00
CEAP	Emergency Assistance	\$55,000.00
Salvation Army	Emergency Assistance	\$55,000.00
STEP	Emergency Assistance	\$20,000.00
CAP HC	Emergency Assistance	\$20,000.00
Lao Assistance Center	Emergency Assistance	\$20,000.00
Somali Community Resettlement Services	Emergency Assistance	\$20,000.00
Avenues for Homeless Youth	Youth Services -- homeless	\$37,000.00
CAPI	Job Training	\$35,000.00
Volunteers of America	Senior Services	\$20,000.00
West African Family Community Services	Emergency Assistance	\$20,000.00
HOME LINE	Tenant Advocacy	\$70,639.00
TreeHouse	Youth Counseling	\$15,000.00
Total		\$437,639.00

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	January 24, 2022
Agenda Section:	General Action Items	Originating Department:	Police
Resolution:	X	Prepared By:	Craig Enevoldsen, Police Chief
Ordinance:	N/A		
Attachments:	2	Presented By:	Craig Enevoldsen
Item:	M.A.N. Professional Services Agreement for Violence Intervention		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2022-_____ APPROVING THE M.A.N. PROFESSIONAL SERVICES AGREEMENT FOR VIOLENCE INTERVENTION.

Overview:

The amount of violent crime across the nation, region, and in Brooklyn Park has been at historic and unacceptable levels for the past 24 months. More specifically, the amount of gun violence is at a level that we have never experienced. In Brooklyn Park, we had 102 incidents of gunfire, 38 non-fatal gunshot victims, and 2 fatalities in 2020. In 2021, we had 132 incidents of gunfire, 25 non-fatal gunshot victims, and 5 fatalities.

In a vast majority of these cases, law enforcement was met with hostility and little to no cooperation when investigating these scenes. We all began to explore non-traditional methods to help curb the violence. One such tactic is the use of civilian community members to engage and intervene with those committing the violence, sometimes referred to as "interrupters."

Because this violence was so widespread throughout the county, the Hennepin County Board released funds in 2020 to be used to employ such "interrupters." Beginning in August of 2020, we used county funds to partner with MN Acts Now (M.A.N.) and Bishop Harding Smith to do this work. Our Police Department has had a long history of working with Bishop Smith on community/police relations.

As Council may recall, I introduced Bishop Smith and Spike Moss along with County Commissioner Lunde on August 23, 2020, to give an overview of the program.

We primarily had M.A.N. focus their efforts in three "hot spots": 63rd/Zane, Brookdale Dr./Yates and Huntington Place Apartments, from August until today. They did periodically share the space at 63rd/Zane with 21 Days of Peace volunteers as well. We have seen a reduction in calls for service and shots fired in those areas since the work began. Bishop Smith recently purchased one of the buildings in the strip mall at 63rd/Zane to be used by M.A.N. and has offered space in the future for city use.

Hennepin County funding expired on December 31, 2021. I do believe that we are going to experience similar types of violence in 2022 based on our experience in 2021. There are several other factors contributing to the violence that are also being addressed, some of which are out of our control, such as police staffing levels of neighboring communities, prosecutorial policy decisions, etc.

We would like to utilize Bishop Smith and his team again in 2022. We have crafted the attached contract using ARPA dollars to fund this work.

Primary Issues/Alternatives to Consider:

Bishop Smith employs twenty-plus individuals for this work. As of now, we are still focusing on the primary areas previously cited. As we move into spring and summer, the team may be reassigned to other areas based upon data and need.

In working with our attorneys crafting ARPA sub-grants, this type of work is an accepted use of the dollars and did not require an RFP.

Budgetary/Fiscal Issues:

The contract is for all of 2022, in the value of \$1.2 million. In speaking with State and County officials, it sounds as though funding similar to 2021 may be released for this type of work. If that becomes a reality, we may be able to use those funds in addition to or in place of the city's ARPA funding.

Attachments:

- 7.1A RESOLUTION
- 7.1B AGREEMENT

RESOLUTION #2022-

RESOLUTION APPROVING MINNESOTA ACTS NOW (M.A.N.) PROFESSIONAL SERVICES AGREEMENT
FOR VIOLENCE INTERVENTION

WHEREAS, the amount of violent crime across the nation, region, and in Brooklyn Park has been at historic and unacceptable levels for the past twenty-four months; and

WHEREAS, in August 2020 ,the City of Brooklyn Park contracted with Hennepin County to partner with M.A.N. to provide non-traditional violence “interrupter” services; and

WHEREAS, Brooklyn Park has seen a reduction in calls for service and shots fired in the areas where M.A.N.’s areas of focus; and

WHEREAS, Brooklyn Park will be entering into a professional services agreement with M.A.N in the amount of \$1,200,000 to provide violence intervention services focusing on identified areas based on data and need; and

WHEREAS, this agreement will use Coronavirus Local Fiscal Recovery Funds (ARPA) funding to cover the professional services provided under this agreement for the period commencing on January 1, 2022 through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the M.A.N. professional services agreement for violence intervention.

MINNESOTA ACTS NOW PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of 24th of January 2022, by and between the **CITY OF BROOKLYN PARK**, a public body corporate and politic under the laws of the State of Minnesota (“City”), and **MINNESOTA ACTS NOW**, a Minnesota non-profit organization (“Contractor”).

RECITALS

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the City \$11,052,580.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA");

WHEREAS, ARPA authorizes the ARPA Funds to be used for the following purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure

WHEREAS, the City has elected to take the “standard allowance” under Treasury’s Final Rule, allowing the City to use up to \$10,000,000 of its ARPA Funds for the provision of government services;

WHEREAS, Contractor proposes to provide violence intervention services in the form of patrolling targeted areas of crime and drug activity throughout the City as described in Exhibit A: Contracted Services (“Contracted Services”), which is incorporated herein by reference; and

WHEREAS, the City authorized \$1,200,000 of its ARPA Funds for the purpose of funding the Contractor’s Contracted Services;

WHEREAS, the City and Contractor desire to enter into this Agreement so that the City may provide ARPA Funds for Contracted Services as allowed under the Final Rule.

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

1. Effective Date And Term. This Agreement shall govern the performance of the parties for the period commencing on January 1, 2022 through December 31, 2022 unless earlier terminated by either party in accordance with the terms of this Agreement.
2. ARPA Funds. The City agrees to provide the Contractor a total sum not to exceed one million two hundred thousand and 00/100ths dollars (\$1,200,000.00) for the provision of the Contracted Services.
3. Description of Services.
 - A. The Contracted Services, as further described in Exhibit A, shall consist of violence intervention programming in areas identified as high-risk for street activity that poses risk to the safety and well-being of residents, visitors, and persons who work and choose to spend time in the City.
 - B. Criminal History/ Background and Driver's License Investigations and Misconduct.
 - i. Contractor's decisions regarding the assignment of Contractor's employees, volunteers and sub-contractors to perform contract requirements shall be based on careful consideration of the contract work, performance standards and responsibilities required of Contractor by this Agreement. In respect to employees', volunteers' and sub-contractors' criminal records, Contractor must comply with the guidelines of Minnesota Statutes, chapter 364, as if Contractor were a government entity. The statute's application to Contractor's employee, volunteer, and sub-contractor assignment decisions required hereunder in no manner impinges upon Contractor's independent contractor status regarding this Agreement.
 - ii. Prior to Contractor's assignment of any person to perform contract requirements under this Agreement, Contractor shall conduct a criminal history/background investigation on each employee, volunteer, and sub-contractor that currently provides or will be providing direct service under this Agreement. The criminal history/background investigation on each current or future employee, volunteer, and subcontractor must be completed prior to providing any of the Contracted Services under this Agreement. In addition, if Contractor provides transportation services pursuant to this Agreement, Contractor must annually check the driver's license status of any employee, volunteer, or subcontractor providing transportation to ensure that each such employee, volunteer, and/or subcontractor has a valid driver's license. The cost of each investigation shall be at Contractor's expense and a copy of each investigation, including criminal and driver's license record, shall be promptly provided to the City upon the City's request. Contractor shall inform candidates that a copy of the investigation will be given to City upon request and Contractor shall obtain any necessary authorizations from the candidates. City has the discretion to perform a City criminal background and driver's license record

check on any or all employee, volunteer or sub-contractor candidates. Contractor shall cooperate in obtaining authorizations from the candidate if City chooses to perform criminal background and driver's license record checks. If the results of any investigation reveals that any employee, volunteer, or sub-contractor has been convicted of a crime(s), or lacks a valid driver's license, which directly relates to the services to be rendered pursuant to this Agreement, City reserves the right to refuse to allow Contractor to assign said employee, volunteer, or sub-contractor to provide services under this Agreement unless sufficient evidence of rehabilitation pursuant to the provisions of Minnesota Statutes, section 364.03 is provided. In the event City finds reasonable objection to Contractor's employee(s), volunteer(s), or sub-contractor(s) and insufficient evidence of rehabilitation is provided, Contractor shall promptly furnish to City the criminal and driver's license records, if any, of a substitute employee, volunteer, or sub-contractor.

- iii. Failure to provide information necessary for compliance with this provision or refusal of Contractor to conduct said investigations or submit to said investigations, shall be considered a breach of contract and will result in the immediate termination of this Agreement and City may exercise any and all remedies it may have available to redress said breach.
- iv. The policy for notifying City of employee misconduct is as follows:
 - a. Contractor shall comply with the provisions of applicable state and federal laws, rules, regulations, and local ordinances including, but not limited to, the Maltreatment of Minors Reporting Act, Minnesota Statutes, Chapter 260E and the Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557.
 - b. Contractor shall notify the City Contact, as designated in Clause 16 (B), of any and all alleged misconduct committed by or on behalf of any of its employees, subcontracted personnel, or volunteers providing services under this Agreement within 24 hours of notification of alleged misconduct.
 - c. Contractor shall review and consider all relevant information immediately available and make a determination as to the subject's imminent risk of harm to persons served by the Contracted Services. Contractor shall consider such factors as: the recency and severity of the alleged misconduct, the vulnerability of the victim of the alleged misconduct, and the similarity of the alleged victim to the persons served by Contractor's programs.
 - d. Contractor shall immediately remove suspected employee, contracted personnel, or volunteer from conducting any of the Contracted Services. The individual shall have no contact with persons served by Contractor's programs pending a full and complete investigation of the alleged misconduct by Contractor and/or the appropriate federal, state, or local authority, including but not limited to law enforcement and/or regulatory agencies.

e. Contractor shall confer and cooperate with City to investigate and/or remediate any potential damages suffered by any person with whom the suspected individual has made contact with while performing the Contracted Services.

f. Definitions:

(i) Misconduct includes but is not limited to violations of federal or state laws, rules, regulations and local ordinances including federal and state criminal statutes, and conduct posing an imminent risk of harm to persons served by Contractor's programs.

(ii) An individual poses an imminent risk of harm to persons served by Contractor's programs where the individual has direct contact with persons served and there is a nexus between the alleged misconduct and the individual's job description and/or there is a similarity between the alleged victim of the alleged misconduct and the persons served by Contractor's programs.

4. Payment for Services.

A. No advance payments will be made under this Agreement except for the fixed payment amounts issued to Contractor as set forth below:

Twelve (12) equal monthly payments in the amount of one hundred twenty thousand and 34/100ths dollars (\$120,000.00) each will be issued to Contractor upon receipt of an invoice, as long as Contractor is in compliance with all the terms of this Agreement.

B. Contractor shall perform all Contracted Services hereunder to the satisfaction of City, in accordance with the provisions herein, and in compliance with applicable law. If City determines that Contractor has not complied with the foregoing, City shall not have any obligation to pay Contractor for the non-complying services.

C. Contractor shall submit an invoice to the City on or about the 5th day of each calendar month, in a format approved by the City, specifying the agreed upon fixed payment amount due to Contractor for the next month. If an invoice is not submitted or is submitted late, scheduled payments may be late or may not be generated by City. Any invoice received beyond ninety (90) calendar days from the end of the calendar month for which the invoice was due may be refused for payment upon the sole discretion of City.

D. Contractor shall not invoice for services not identified under this Agreement and Exhibit A.

E. City will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, City will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, City will make payment within thirty-five (35) days.

- F. Payments shall be applied toward actual expenses, including all applicable other sources of revenue, to be incurred by Contractor in the provision of Contracted Services under this Agreement. City payments shall be applied in equal proportion as all other revenue sources to all expenditures listed in Exhibit B: Financial Information. Such costs shall be consistent with the line item budget. All expenditures and revenues governed by Contractor's budget as described in Exhibit B and all payments for contracted service costs are made subject to financial review by City. This financial review shall be the final determination of reimbursable expenses under this Agreement.
- G. Payments for the services rendered under this Agreement shall be made in the manner provided by law for payment of claims against City.
- H. Payments shall be made pursuant to the provisions herein and City's then applicable payment policies, procedures, rules and directions. City is not responsible for remedying fraudulent or unauthorized payments requested in Contractor's name.
- I. If, during the term of this Agreement, a review of Contractor's financial reports indicates a significant under expenditure of payments made to Contractor, City reserves the right to modify the provisions of the payment schedule so that total actual payment more closely approximates projected expenditures.
- J. Contractor shall submit a written request to City for prior approval of budget changes. Claims for expenditures made in excess of budget categories that do not increase City's total cost for this Agreement will be allowed only when approved in writing by the City. Such approval shall not be deemed a material modification of the Agreement.
- K. Contractor will have sole responsibility for the collection of other fees or revenue. City accepts no responsibility for the collection or subsidization of bad debts related to other revenue for Contracted Services.
- L. Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until Contractor is in compliance. In the event of a decision to withhold payments, City shall furnish prior written notice to Contractor.
- M. City may withhold from any payment due to Contractor any amount which is due and owing City under this or any other agreement between the parties due to overpayment or as a result of an audit.
- N. In the event that City withholds payment for failure to comply with any of the provisions of this Agreement, then no interest penalty shall accrue against City. If claims are made by Contractor that City did not act in good faith in withholding payments as provided above, then such claims shall be handled as a dispute pursuant to the Clause 19: Disputes. If an audit is required by City before payment is to be made, then no interest shall accrue against City until thirty-five (35) days after the audit is completed by City.

O. Contractor will not charge a program service fee.

5. Adjustment Of Payments. This cost reimbursement with settle-up contract is subject to financial adjustment. This adjustment will be completed for each budget period, based on Contractor's year-end financial reports and/or audit report, subject to audit by City staff or consultants. All expenditures and revenues governed by Contractor's budget as described in Exhibit B and all payments for Contracted Service costs are subject to financial review by City. Any resulting adjustment shall be paid by Contractor to City within forty-five (45) days of receipt of billing from City.

A. Contract Adjustment. The amount of the contract adjustment to be returned to City is City's proportionate share of the total contracted program surplus calculated by using City contracted program payments in proportion to total contracted program revenue. Categories of contracted program are set forth in Exhibit B.

B. Financial Accounting Principles:

i. Financial Reports:

- a. Financial reports for each budget period must be on the accrual basis. Financial reports include a revenue and expense report for the total agency and a contracted program specific line item revenue and expense report.
- b. Contractor's independent audit must include a supplemental schedule which specifically identifies and itemizes the line item revenues and expenses for each City contracted program with Contractor for each budget period as identified in the line item budget attached as Exhibit B.
- c. Contractor's accounting system and records must be able to specifically identify the revenues and expenses for each contracted program as set forth in Exhibit B and be able to produce the financial reports required in Clause 5.B.i.a.
- d. The accounting system should be capable of segregating expenses by program(s) or service type(s).

ii. Administrative Allocations:

- a. Administrative (Management & General) expense allocations must be in accordance with the Contracted Services budget. The allocation of General Administrative expenses must be based on a specifically identified methodology which is consistent, verifiable, systematic, and reasonable.
- b. The allocations must be in accordance with all applicable federal, state, and local statutes, regulations, rules, ordinances, and City policies, now in force or as hereafter enacted; identified in the Contracted Services budget and

supporting materials; and substantiated by Contractor's accounting policies and procedures.

- c. Fundraising (Development) expenses must be in accordance with the Contracted Services budget. The allocation of fundraising expenses must be based on a method which is verifiable and explained in the line item budget substantiation.
- d. Fundraising expenses can not exceed fundraising revenues for the Contracted Services budget.

iii. Treatment of Other Revenues:

- a. Definition: Other revenues are all revenues received (earned), other than the City payment under this Agreement, for the contracted program. Items included as other revenues but not limited thereto, are contributions, grants, fees for services, interest, investment income, and the allocation of indirect revenues per 5.B.iii.c., below.
- b. Donor Restrictions: Donors may designate their contributions to be used for a specific purpose. The contribution shall be recorded as specified by the donor and Contractor must retain substantiation. Unless a donor restricts a contribution for a specific purpose, it will be treated as other unrestricted revenue.
- d. Allocation of Indirect Revenues: Other revenues received that are not specifically and directly identifiable with the particular contracted program will be allocated to the contracted program

C. Close-Outs. Contractor's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: Contractor close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.

6. Suspension and Debarment. Contractor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts. Contractor further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov;

7. Records.

A. Contractor shall maintain the following records:

- i. Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by City. All financial transactions must have original supporting documentation.
 - ii. Performance, program and service delivery records, as required by City and by the State of Minnesota. Such records may include, but not be limited to: demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information. Performance records shall be consistent with the performance measures contained in Exhibit A of this Agreement.
 - iii. An Accounting Policy and Procedure Manual as part of a sound financial accounting system.
- B. Contractor shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if City furnishes written notice during this period requesting retention of records to allow completion of an audit by City or its ultimate sources of funds, Contractor shall retain records for the period requested.

8. Financial and Other Reports. Contractor shall submit to the City such reports and back-up data as may be required by the City, Treasury, or any other entity with authority over the reporting of ARPA Funds, including without limitation such reports in accordance with the following schedule:

<u>REPORT</u>	<u>DEADLINE</u>
Monthly Report	15 th day of each month for the preceding month's activity.
Final Report	January 31, 2023

9. Improper Payments. Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, state of Minnesota, or authorized federal government agency, including but not limited to Treasury to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, to be paid by Contractor from funds other than those provided by the City under this Agreement or any other agreements between the City and Contractor.
10. Termination. The City may terminate this Agreement, if Contractor defaults under the terms of this Agreement and does not cure the default within thirty (30) days after written notice of the default.
- A. If Contractor fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in

- default. Unless Contractor's default is excused in writing by City, City may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for City to delay payment until Contractor's compliance. In the event of a decision to withhold payment, City shall furnish prior written notice to Contractor.
- B. If City has reason to believe that the safety or well-being of the persons for whom the Contractor is performing Contracted Services may be endangered by actions of Contractor, its agents, and/or employees, City may require the immediate cessation of Contracted Services. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by City that the safety and well-being persons for whom Contractor is performing Contracted Services has been assured. Resumption of Contracted Services by Contractor may be authorized upon such assurance, at the sole discretion of City. If it is determined that the safety or well-being of persons impacted by Contracted Services will remain in jeopardy by the further provision of Contracted Services, City may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by City.
- C. Notwithstanding any provision of this Agreement to the contrary, Contractor shall remain liable to City for damages sustained by City by virtue of any breach of this Agreement by Contractor. Upon notice to Contractor of the claimed breach and the amount of the claimed damage, City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due City from Contractor is determined. Following notice from City of the claimed breach and damage Contractor and City shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to City under this Agreement, law, statute, rule, and/or equity.
- E. City's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. Upon written notice, City may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) City does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or City loses the outside funding for any other reason; (iii) City determines, in its sole discretion, that funding is, or has become, insufficient; or (iv) if City's final budget as approved by the City Council changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement. City is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event City suspends, cancels or terminates this

- Agreement pursuant to this paragraph, City shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that City shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- G. This Agreement may be canceled/terminated with or without cause by City upon thirty (30) days' written notice.
- H. After receipt of a notice of cancellation/termination, and except as otherwise directed, Contractor shall:
- i. Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation/termination.
 - ii. Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.
 - iii. Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by City.
11. Independent Contractor. The Contractor shall be for all purposes under this Agreement be an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.
12. Indemnification. The Contractor agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Contractor, its officers, directors, employees, and/or agents relating to the Contractor's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
13. Insurance.
- A. Contractor shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in Minnesota. Such insurance and required coverage shall be in a form acceptable to the City. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover Contractor, and others for whom and/or to whom Contractor may be liable, for liabilities in connection with the work performed under this

Agreement. Contractor is required to have and keep in force the following minimum insurance coverages or Contractor's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

- i. Commercial General Liability. Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.
 - a. Each Occurrence – Combined Bodily Injury and Property Damage-\$1,500,000
 - b. Personal and Advertising Injury - \$1,500,000
 - c. Products – Completed Operations Aggregate - \$2,000,000
 - d. General Aggregate - \$2,000,000
- ii. Workers' Compensation and Employer's Liability
 - a. Workers' Compensation – Statutory
 - b. Employer's Liability: Bodily injury by accident – Each Accident - \$500,000
 - c. Employer's Liability: Bodily Injury by Disease – Policy Limit - \$500,000
 - d. Employer's Liability: Bodily Injury by Disease – Each Employee -\$500,000
- iii. Professional Liability (PL/E&O). Coverage is required in cases where Contractor's staff or volunteers are performing licensed professional services under this Agreement. The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of Contractor or any entity for which Contractor is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.
 - a. Per Claim - \$1,500,000
 - b. Aggregate - \$2,000,000
- iv. Automotive Liability. Contractor shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Contractor.
 - a. \$500,000
- v. Employee Dishonesty. Coverage is required in cases where money has been advanced to the Contractor.
 - a. \$50,000

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

- C. The above establishes minimum insurance requirements. It is the sole responsibility of Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, Contractor shall promptly submit copies of insurance policies to City.
- D. Contractor shall ensure that all of Contractor's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the required insurance coverages set forth above; (ii) are covered under the Contractor's policies; or (iii) or both. Contractor is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by Contractor and shall be supplied to City upon request.
- E. Contractor shall not commence work until it has obtained required insurance and filed with the City a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name the City of Brooklyn Park as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by City. The funding of deductibles and self-insured retentions maintained by Contractor, if allowed by City, shall be the sole responsibility of Contractor. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to City thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, Contractor shall assume such notice obligations. If Contractor receives notice of cancellation/termination from an insurer, Contractor shall fax or email a copy of the notice to City within two (2) business days.
- F. Contractor shall furnish to City updated certificates during the term of this Agreement as insurance policies expire. If Contractor fails to furnish proof of insurance coverages, City may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute.
- G. If Contractor is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, Contractor must

immediately provide written notice to City as required by the provisions herein, Notices, of this Agreement. Contractor shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, Contractor shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.

- H. Contractor's or, as applicable, subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by City shall be in excess of and non-contributory with Contractor's insurance. Contractor waives all rights against City, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of Contractor. If necessary, Contractor agrees to endorse the required insurance policies to permit waivers of subrogation in favor of City.
- I. If Contractor's subcontractor(s) independently carries insurance in accordance with the provisions herein, Contractor shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

14. Compliance with Laws, Guidelines. The Contractor shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) when seeking payment from the City and when performing the Contracted Services under this agreement. The source of the funds for payment of services under this Agreement is from federal a federal source, Contractor is bound by and shall comply with applicable law, rules, regulations, applicable documentation, or other City directives relating to the source and utilization of such funds.

15. Data Privacy And Security. Contractor, its officers, agents, owners, partners, employees, volunteers and Contractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (“MGDPA”) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data.

16. Maintenance and Audit of Records.

- A. Subject to the requirements of Minnesota Statutes, section 16C.05, subdivision 5, the City, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

- B. The City Contact or other personnel of City may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of Contractor.
- C. City reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

17. Independent Audits.

- A. City requires Contractor to hire a Certified Public Accountant annually for the purpose of an Independent External Audit of Contractor's financial statements.
- B. Any time an independent audit is performed, Contractor shall provide to City a full set of audited financial statements containing all disclosures required by Generally Accepted Accounting Principles (GAAP) and a copy of the Management Letter (Report on Internal Controls) from the independent auditor within thirty (30) days of completion, but not later than 180 days after the end of Contractor's accounting year.

18. Notices and Contacts.

- A. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Contractor
Minnesota Acts Now
3978 West Broadway
Robbinsdale, MN 55422
Attn: President

City
Brooklyn Park Police Department
5400 85th Avenue North
Brooklyn Park, MN 55443
Attn: Chief of Police

- B. Contacts. Unless specified and agreed to in writing the following individuals shall be the primary point of contact for each party:

City Contact: Craig Enevoldsen, Police Chief

Contractor Contact: Bishop Harding Smith, President

19. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
20. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
21. Disputes. In the event a dispute shall arise between the Contractor and the City under any provision to this Agreement, the City Contact and Contractor Contact shall meet and negotiate, in good faith, to resolve the differences prior to commencing any legal proceeding. If negotiations fail, the dispute will be submitted to non-binding mediation unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties. If the parties are unable to resolve the dispute through mediation, the parties may pursue all remedies available under law.
22. Time. Time is of the essence in this Agreement.
23. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
24. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
25. Non-Discrimination. Contractor shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
26. Governing Law. The Agreement will be governed in all respects by the laws of the state of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Hennepin County.
27. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
29. Assignment. The Contractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
30. Subcontracting.
- A. Contractor shall not subcontract this Agreement and/or services to be performed, whether in whole or in part, without the prior written consent of the City. Permission to subcontract, however, shall under no circumstances relieve Contractor of its liabilities and obligations under the Agreement. Further, Contractor shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between Contractor and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. Contractor shall make contracts between Contractor and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by City to a contract between Contractor and a subcontractor, or a waiver or release by City of Contractor's full compliance with the requirements of this clause: (1) City's request or lack of request for contracts between Contractor and subcontractors; (2) City's review, extent of review or lack of review of any such contracts; or (3) City's statements or actions or omissions regarding such contracts.
- B. As required by Minnesota Statutes, section 471.425, subd. 4a, Contractor shall pay any subcontractor within ten (10) days of Contractor's receipt of payment from the City for undisputed services provided by the subcontractor and Contractor shall comply with all other provisions of that statute.
31. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
32. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
33. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

34. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

CITY OF BROOKLYN PARK

MINNESOTA ACTS NOW

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

List of Exhibits

Exhibit A Scope of Work Contracted Services

Exhibit B Financial Information

Exhibit A

Scope of Work

MINNESOTA ACTS NOW (MAN)

SERVICE DESCRIPTION

Contractor will provide violence intervention services in the form of patrolling of targeted areas of crime and drug activity throughout the community of Brooklyn Park, Minnesota. Residential and business areas are included in the targeted area of this intervention work. Contractor will structure this intervention process using “MAN Teams” who are trained representatives that create a known presence of fostering a safe environment in the targeted areas of the community of Brooklyn Park, Minnesota. Contracted Services provided include street outreach designed to support those who live, work, and visit the target areas to continue daily lives without interruption or experiencing violent activity. This Agreement funds both the intervention work and training and supplies required for the MAN Team to successfully carryout the intervention work required by this Agreement.

Contractor’s MAN Team representatives will “flood” the target areas to ensure a presence of violence prevention work is felt within the community of Brooklyn Park, Minnesota. Contractor will collaborate with the Brooklyn Park Police Department, including Chief of Police, City Mayor, City Council and other community partners as needed to promote a safe environment for residents, visitors, and business owners throughout the community of Brooklyn Park, Minnesota.

Contracted Services shall support community members within the community of Brooklyn Park, Minnesota, including those who reside, visit, own businesses and/or work in target areas of this community that is identified as high risk for unsafe street activity.

STAFFING REQUIREMENTS

Contractors will designate a President, consisting of one (1) full-time position that will provide oversight for this program. President will provide counsel, oversight, and serve as the primary point person to work closely with each MAN Team representative to provide training, develop schedules, and assess the current climate of the streets within the target area. President will maintain reliable transportation to monitor various sites of activities and be able to respond to and offer support for emergency incidents on a 24-hr basis.

Contractor will designate MAN Team leaders who will maintain responsibility for receiving and distributing information about activities in the communities that require action.

Contractor will designate a Project Consultant who will focus upon daily operations, be a real-time participant during MAN intervention work activities on the streets, and advise on the temperature of the streets (i.e., hot spots of gang activity in real-time). Contractor will also designate a Project Coordinator, Secretary/Manager and Dispatcher who are trained and able to serve this program, including emergency/on-call assistance, after-hours and response to times of crises as needed by the community of Brooklyn Park, Minnesota.

PLANNED ACTIVITY SCHEDULE

Contractor MAN Team representatives will provide intervention work to targeted areas using a shift schedule. As a standard schedule, Monday through Friday will consist of the MAN Team shift spanning

11:00 a.m. to 9:00 p.m. Saturday, Sunday and Holidays will consist of the MAN Team shift spanning 10:00 a.m. to 10:00 p.m. MAN Teams will be staffed by a minimum of eight (8) team member per shift or as needed by the City. Contractor has discretion to adjust start/stop times for shifts defined in this agreement, with hours of service provided matching the budget detail contained in EXHIBIT B: FINANCIAL INFORMATION. City will not be responsible for expenses incurred at an overtime rate.

QUALITY ASSURANCE

Contractor to establish a MAN Team of representatives who are trained and capable to provide intervention throughout the community of Brooklyn Park, Minnesota, providing a strong presence of support for a safe community environment. Contractor MAN Team representatives are provided with a uniform and photo badge to confirm proper identification throughout the target area served and to support the safety of both Contractor MAN Team representatives and those in the community they are serving.

Contractor will develop policy and procedures related to services provided under this Agreement. Such protocols will address but are not limited to drinking, substance abuse, criminal behavior, or reliability of MAN Team representatives while serving in a MAN Team representative capacity.

Contractor will define the method for how violations of established protocols will be addressed, confirming decisive and consistent response for any violations found. Policy/procedure will confirm the disciplinary process in place to promote resolution of concerns when found. Efforts will be made, when possible, to prevent violations found from escalating to a severe situation. Contractor will strive to ensure MAN Team representatives maintain their role and circumvent displacement of MAN Team representatives whenever possible.

OUTCOMES – EVALUATION/GOALS

The City of Brooklyn Park is second only to Minneapolis in Hennepin County for impact by gun violence. Contractor demonstrates the capacity to provide intervention immediately to support the community of Brooklyn Park, Minnesota via street outreach services designed to mitigate the current emergency caused by the level of violence within the community.

Risks of not engaging in intervention street outreach services will result in ongoing gun violence within the community of Brooklyn Park, Minnesota, impacting the safety and well-being of residents, visitors, business owners and those who work within the community. Brooklyn Park Police Department is greatly challenged to respond to the gun violence and has previously reached out for assistance from Contractor.

Contractor will supply documentation to City of volume of service provided under this Agreement in a format and frequency defined by City.

The remainder of this page is intentionally left blank.

Exhibit B

MAN Intervention Work 2022 Proposed Budget

ADMINISTRATIVE EXPENSES			
Position	Salary Wages	Time	Tot. Wages
President – Bishop Harding Smith	\$50 per hr.	40 hrs. Per wk. x 52 weeks	\$104,000.00
Project Coordinator	\$35 per hr.	40 hrs. Per wk. x 52 weeks	\$72,800.00
Secretary / Manager	\$35 per hr.	40 hrs. Per wk. x 52 weeks	\$72,800.00
Dispatcher	\$35 per hr.	40 hrs. Per wk. x 52 weeks	\$72,800.00
Consultant	\$35 per hr.	40 hrs. Per wk. x 52 weeks	\$72,800.00
Total Personnel Expenses			\$395,200.00
PROGRAM EXPENSES			
16 MAN team members	\$35 per hr.	30 hrs. Per wk. x 16 (480 hrs. Per wk.) x 52 weeks	\$873,600.00
Payroll Tax — \$3,000 x 52 weeks			\$156,000.00
Office Supplies — printing, paper, printer ink, pens, envelopes, masks, hand sanitizer, etc. — \$150 x 12 months			\$1,800.00
Utilities — phone service, internet, website maintenance — \$300 x 12 months			\$3,600.00
General Liability & Workman’s Comp Insurance — \$565.00 x 12 months			\$6,780.00
Mobile Patrol Unit — gas and van maintenance (\$930 per month x 12 months)			\$11,160.00
Recruitment & Training (on-going) \$1000 per day x 5 sessions – outreach, intervention, prevention, skills set elevation, de-escalations, and a clear understanding of the mission.			\$5,000.00
Total Program Costs			\$1,057,940.00
OVERHEAD EXPENSES:			
Rent Office space — \$1000 per month – 12 months			\$12,000.00
ADP Payroll Services — \$100 per wk. x 52 week			\$5,200.00
TOTAL OVERHEAD EXPENSES			\$17,200.00
Total Administrative Expenses			\$395,200.00
Total Program Expenses			\$1,057,940.00
Total Overhead Costs			\$17,200.00
TOTAL PROGRAM BUDGET COSTS (1 YEAR)			\$1,470,340.00

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	January 24, 2022
Agenda Section:	Discussion Items	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Michelle Peterson, Neighborhood Health Supervisor
Ordinance:	N/A		
Attachments:	3	Presented By:	Michelle Peterson/Josie Shardlow
Item:	Discussion on Ordinance Change Allowed for the Keeping of Hen Chickens		

City Manager's Proposed Action:

Staff is seeking preliminary Council feedback on potential code changes related to the keeping of hen (female) chickens on residential properties.

Overview:

The city considered potential code changes to allow for the keeping of hen chickens in 2012 and 2019. In 2012, the proposed ordinance passed the first reading but failed on the second reading. On March 4, 2019, the Brooklyn Park City Council directed staff to engage with residents in the community to determine the level of interest in changing the ordinance in relation to different animal types (chickens, pot-bellied pigs, goats).

Environmental Health and Community Engagement staff utilized the following engagement tools to determine the level of interest in changing the ordinance:

- An online survey was open from May 5 to June 30, 2019, and
- On site community engagement at city events including Tater Daze and three City Hall on the Go events.

During this outreach approximately 57% of respondents were in favor of an ordinance amendment allowing up to four hen chickens on residential properties under five acres. The proposed ordinance failed the first reading on September 23, 2019.

The city continues to receive requests to change the ordinance to allow for the keeping of hen chickens. A question was added to the 2021 resident survey to understand interest in allowing up to four female chickens in backyards with regulations. Of the responses in this statistically significant survey, 67% supported or strongly supported changing the codes, 22% opposed or strongly opposed a code change and 11% did not respond.

Staff has prepared a Community Engagement Plan (Attachment A) that outlines recommendations for a community engagement strategy including communications to the various stakeholders. Also attached is information on other cities' approaches to chickens (Attachment B). If the Council is generally supportive of moving ahead, staff will implement the strategies outlined and the City Council will officially consider proposed changes in March. The 2019 proposed ordinance changes are attached for reference (Attachment C).

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

This is an informational presentation.

Attachments:

- 8.1A COMMUNITY ENGAGEMENT PLAN FOR CHICKENS ORDINANCE
- 8.1B CITY COMPARISON CHART
- 8.1C 2019 PROPOSED ORDINANCE WITH POT-BELLIED PIG REMOVED



Chickens Ordinance Community Engagement Plan

Background Info

Over the years, city leadership has considered changing the city's ordinance to allow residents to have chickens. The Environmental Health division keeps a list of residents who are interested in having them. Staff also field what appear to be largely racially motivated complaints from residents who call to report their neighbors' chickens (90% of complaints in 2021 and 2020 received by Environmental Health were against BIPOC residents and complainants say the problem is a violation of city ordinance rather than that the chickens are a nuisance). Given the most recent resident survey results which showed considerable support, we will revisit this possible ordinance change with the community and City Council.

BP2025 goal(s) addressed

Goal 6d: City laws are understandable, equitably enforced and relevant to the community.

Previous history/community engagement conducted

2011 – Council discussion – directed staff to research regulations, enforcement, code changes.

2012 – Planning Commission discussed and there was a public hearing to consider ordinance amendment to allow. Staff engaged community to get input. 1st reading of the ordinance at the City Council meeting passed 4-3.

2013 – 2nd reading of the ordinance at City Council meeting failed 2-4.

2019 – Staff was directed by Council to conduct a community engagement process to gauge the community's interest in the city allowing chickens, pigs and/or goats. This was both an online and in-person opt-in (not statistically valid) survey with 2,246 total respondents. 57% of respondents were in favor of the city allowing four or fewer hens. The City Council opted to keep the current ordinance which disallows them. Having pigs and goats as part of the conversation seemed to have complicated the conversation at that time, which was somewhat unavoidable given the issue arose because of a beloved pet pig.

2021 – We included a question on chickens in the statistically valid 2021 resident phone survey. The results showed that 13% strongly support and 54% support allowing up to four female chickens (not roosters) in residential backyards with proper regulations, such as having a chicken coop. Therefore, by a 67%-22% majority, Brooklyn Park residents would support this policy change.

IAP2 Level of Public Participation

Level	Promise to public	Techniques	Stakeholder group
Inform	We will keep you informed	Website, emails, social media	All residents (Targeted communications to supporters* and Homeowners Associations)
Consult	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision	Website, emails, social media, public hearings (Residents encouraged to reach out to Council Members)	All residents (targeted communication to those listed above)
Involve	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision	Council previews ordinance language and provides direction at work session	City Council
Collaborate	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	Planning Commission to vote on changes to land use codes	Planning Commission
Empower	Council approves ordinance change	City Council meeting	City Council

*Environmental Health staff have this list

Rationale for IAP2 level

Given the recent survey results (both in 2019 and 2021) that indicated considerable support, we want to show the community that we have already heard them by not soliciting yet more feedback/input.

We also want to be transparent and inform residents that the Council will be considering this change again if they want to share their opinions with their Council Members.

In addition, staff has already done research and incorporated community feedback into the proposed ordinance language, so we are not looking for feedback on the language or nuances of implementation at this time.

This is an opportunity for the city to show we have heard the community and make this change in time for those who want to get chickens to do so this spring/summer.

Primary point of contact: Michelle Peterson, Neighborhood Health Supervisor

Timeline

January 24 – City Council meeting. Present background information, proposed ordinance language, and recommended community engagement plan to Council.

February – Implement communications/community engagement plan:

- Communications staff will develop communications campaign (see goals for campaign below).
 - Webpage with background (including survey results) and FAQ about what's proposed.
 - Emails and social media to link community members back to the webpage.
- Environmental Health staff will reach out to those who are interested in chickens to let them know it is going to Council.
- Community Engagement staff will reach out to Homeowners Associations to share background information on what is being proposed and remind them that HOAs can make their own rules disallowing chickens that would override the city ordinance.
- Planning commission will address changes to land use codes at their February meetings.

March – City Council meetings – 1st and 2nd hearings

April – Communication back to community as to the results of the hearings and next steps

Racial Equity Tool analysis:

Potential risks of the ordinance changing:

- Police get more calls about noise/nuisance of animals.
- Homeowners associations may want to update their bylaws to prohibit animals.
- If more popular than anticipated, may need to add staff capacity to enforce.

Potential benefits of the ordinance changing:

- More welcoming and inclusive policy for those who want to have these animals
- Neighbors connect more by sharing eggs
- Members of various cultural communities see that the city is recognizing this is essential to their lifestyle/culture
- Residents see that the city responded to their feedback

Communications plan:

Goals:

- Inform community members about the possible ordinance change and provide background information on what is being proposed.
- Encourage community members to contact the Mayor and Council Members with their opinions and attend the public hearings.
- Share back with the community if the ordinance passed or not and what it means for them if passed.

Activities:

Communications campaign to include: emails, social media, seeking coverage from local media, website, etc. in addition to targeted outreach to identified stakeholders.

City	Chickens Allowed	Number	Registration/permit	Notes
Brooklyn Park	*Yes			*Chickens are currently defined as farm animals. Farm animals are currently allowed, but only on parcels 5 acres or larger.
Blaine	Yes	6 hens	Yes	One time registration fee
Bloomington	Yes	4 hens	No	Allowed on single and two family properties. Complaints handled by Environmental Health & Animal Control.
Brooklyn Center	Yes	6 hens	No	Ordinance allowing chickens passed fall 2018
Champlin	*Yes			Farm animals allowed on parcels zoned for agriculture. Champlin City Council discussed, but decided not to amend the ordinance to allow on smaller parcels in 2021.
Coon Rapids	Yes	4 hens	Yes	Written consent from property owner required if a licensed rental property. HOAs must approve. Community Development issues permits and handles complaints.
Crystal	Yes	4 hens	No	Written consent from property owner if a licensed rental property. Complaints handled by Animal Control.
Eden Prairie	Yes	4 hens	Yes	Allowed on Rural and R-1 (one family) zoned properties only.
Edina	Yes	4 hens	No	Allowed up to 18 hen chicks for educational purposes, must be directly related to the education.
Fridley	Yes	6 hens	Yes	Allowed on single and two family properties. Complaints handled by Code Enforcement.
Maple Grove	*Yes			Allowed on parcels zoned R-A & R-1. Keeping of chickens requires at least 1 acre of land. Council Work Session 10.4.21 to discuss potential changes to ordinance. Not proceeding with changes to allow chickens on smaller residential properties.
Minneapolis	Yes	See Tier Schedule	Yes	Different tiers (3) of license based on zoning and parcel size. Tier I - one (1) to six (6) hens, Tier II seven (7) to fifteen (15) hens, and Tier III sixteen (16) to thirty (30) hens. A permit to keep more than six (6) fowl or to keep roosters requires written consent of at least eighty (80) percent of the occupants of properties within one hundred (100) feet of the applicant's real estate. Animal Control handles complaints/inspections.
Minnetonka	Yes	1 hen per 1/10 acre (rounded down)	No	Chickens allowed at a rate of 1 per 1/10 an acre.
New Hope	Yes	4 hens	Yes	Complaints and enforcement handled by Animal Control. Increased from 3 hens to 4 hens allowed in September 2021. Also added coop conditions to ordinance.
Plymouth	Yes	6 hens	Yes	New ordinance approved 2.9.2021. Registration required every 2 years.
St. Paul	Yes	See Tier Schedule	Yes	Must submit site plan for review and approval. Tier I - one (1) to six (6) hens and requires written notice by applicant to all neighbors. Tier II seven (7) to fifteen (15) hens and requires submission of petition of approval by 75% of adjacent owners on same side of street within 150 square feet of property. Animal control handles permits and complaints.

* Zoning/lot size restrictions

Ordinance #2019-

ORDINANCE AMENDING CHAPTER 92 OF THE BROOKLYNPARK CITY CODE
PERTAINING TO ANIMALS

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

The City of Brooklyn Park does ordain

Section 1. The definition of “animal” in Section 92.01 of the Brooklyn Park City Code is amended as follows:

§ 92.01 DEFINITIONS.

ANIMAL. Cats, dogs, chickens, domestic animals and wild animals, and crossbreeds with wild animals not customarily maintained at all times in an enclosure cage within a dwelling.

Section 2. Chapter 92 of the Brooklyn Park City Code is amended by adding the following sections:

CHICKENS

§ 92.59 DEFINITIONS

CHICKEN. A domesticated bird (Gallus gallus domesticus) that serves as a meat or egg source.

CHICKEN COOP. A structure for the keeping or housing of chickens.

CHICKEN RUN. A fully enclosed and covered area attached to a coop where chickens can roam unsupervised.

HEN. A female chicken

ROOSTER. A male chicken

§ 92.60 Purpose

The purpose and intent of Sections 92.59-92.64 is to permit the keeping and maintenance of chickens in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety and welfare of the community. The keeping of other poultry/fowl is prohibited.

§ 92.61 Chickens Limited

- (A) A person may keep, harbor, or maintain care, custody, or control over no more than four (4) chickens on a single-family residential lot only in the following residential districts: R-1, R-2, R-2A, R-2B, R-3, R-3A and R-4. The keeping of chickens in any other zoning in the city is prohibited, except in the R-1 Urban Reserve District and the CD-Conservancy District where chickens are allowed to be kept at the rate of one animal unit per acre.

- (B) The keeping of roosters is prohibited.
- (C) The slaughtering of chickens is prohibited.
- (D) The sale of eggs is prohibited.
- (E) Private restrictions, such as neighborhood association by-laws and covenant restrictions remain enforceable by the association.

§ 92.62 Chicken Coops and Runs

- (A) All chickens must be contained with the following requirements:
 - (1) Chickens must be secured in a chicken coop from sunset to sunrise each day.
 - (2) Chickens are not allowed to free range unless the rear yard is completely fenced in and contains the animals.
 - (3) Coops and runs shall be maintained in a sanitary and humane condition.
 - (4) The coop and run area shall be well drained so there is no accumulation of moisture.
 - (5) The coop and run must be removed, and ground cover restored if the keeping of chickens is discontinued for more than 12 months.
 - (6) Location:
 - a. Chicken coops are not allowed to be located in any part of a home and/or garage. Chickens under the age of 6 weeks of age may be kept inside for brooding purposes.
 - b. Chicken coops must be located entirely within the rear yard. Lots with shoreline on the Mississippi River are permitted to maintain a coop and run in the front yard except within the first 100 feet of lot depth.
 - c. Chicken coops and runs must be located a minimum of ten (10) feet from the rear or side property lines.
 - d. Chicken coops and runs must be located a minimum of thirty (30) feet from adjacent residential dwellings.
 - e. Chicken coops and runs must be located a minimum of twenty-five (25) feet from a wetland or pond edge.
 - (7) Construction:

- a. Chicken coops and runs must be constructed to adequately keep chickens in and predators out. The coop shall be fully enclosed to prevent escape by chickens or entrance by migratory birds and rodents.
- b. Coops must be fully enclosed and wind proof with a well-ventilated roof.
- c. Coops must be constructed with architecturally appropriate building materials including exterior grade siding and either a metal, composite or shingle roof or as an alternative, the coop shall be purchased from a commercial source that constructs structures specifically to be used as coops for chickens.
- d. Construction must comply with any applicable building and zoning requirements.
- e. Chicken coops and runs attached to the principal structure require building permits and approvals prior to construction.
- f. A coop shall not exceed 120 square feet in size and shall not exceed six (6) feet in height.
- g. The coop shall provide adequate protection from the elements and be able to be winterized.

§ 92.63 MAINTENANCE OF CHICKENS AND FACILITIES

- (1) No chickens may be kept or raised in a manner as to cause injury or annoyance to persons or other animals on other property in the vicinity by reason of noise, odor or filth.
- (2) All grain and food stored for the use of the chickens on the premises shall be kept in rodent and leak proof containers with tight-fitting covers.
- (3) Chickens shall be fed within the confines of the chicken run to prevent access from outside animals and migratory birds.
- (4) Chicken coops and runs shall be maintained in a clean and sanitary condition, and in good repair. Flies, rodents and objectionable odors shall be controlled.
- (5) Coops and runs shall be kept free of fecal matter and collected fecal material shall be properly stored and removed from the property at least once a week.
- (6) Stored fecal matter must be kept in a leak-proof container with a tight-fitting cover until removal from the property.
- (7) Feces, discarded feed and dead chickens shall not be composted.

§ 92.64 SPECIAL REMOVAL

- (A) The City reserves the right to require the removal of all chickens within the City limits if a pandemic regarding fowl and poultry is declared.
- (B) The City reserves the right to revoke the right to keep chickens if:
 - (1) The chickens become a nuisance, as evidenced by three violations of this chapter.
 - (2) The owner has been convicted of cruelty of animals under a code, ordinance or statute from this state, or from another state.

Section 3. Chapter 152 of the Brooklyn Park City Code is amended by adding the following sections:

§ 152.243 ADDITIONAL REGULATIONS FOR PERMITTED USES.

(B) *Keeping domestic and farm animals, chickens, and beekeeping on residential properties.*

(1) Farm animals may be kept on parcels five acres or larger at the rate of one animal unit per acre.

(2) Boarding or breeding for commercial purposes may not be permitted in residential districts.

(3) The keeping of animals must be in conformance with all other sections of the City Code.

(4) Beekeeping is allowed in all residential districts in compliance with the applicable provisions of Chapter 92 of this code.

(5) The keeping of no more than four (4) chickens is allowed only in the following residential districts: R-1, R-2, R-2A, R-2B, R-3, R-3A and R-4.

Section 5. Section 152.263(B)(2) of the Brooklyn Park City Code is amended to read:

152.263 ACCESSORY STRUCTURES.

(B) Standards for accessory structures (except fences and walls).

(2) Any accessory structures sheltering or housing more than two animal units on a farm, hobby farm, or the like may not be less than 50 feet from all dwellings other than that of the owner. Chicken structures must be kept in accordance with the requirements of Chapter 92.

Section 6. Section 152.292(B)(1) of the Brooklyn Park City Code is amended to read:

152.292 USE SPECIFIC REQUIREMENTS.

(B) *Fences.*

(1) *Prohibited fence materials.* Electric, concertina or barbed wire, or chicken wire fences are prohibited. Chicken wire fences are allowed for use on chicken runs in accordance with the requirements of section 92.62.

Section 7. Section 94.04(B) of the Brooklyn Park City Code is amended to read:

94.04 LIMITATIONS ON KEEPING OF ANIMALS.

It is hereby declared to be a public nuisance to permit, maintain, or harbor any of the following:

(B) ~~Chickens and other domestic fowl.~~ Domestic fowl, except up to four chickens as regulated by Chapter 92 of this code.