

REGULAR CITY COUNCIL MEETING – AGENDA #2

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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 6:00 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
None.

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 Authorize the Acceptance of Donations/Gifts

A. RESOLUTION

4.2 Development Bond and Escrow Reductions/Releases

4.3 Safe Routes to School Infrastructure Program Grant Solicitation

A. RESOLUTION

4.4 Approve a Tetrahydrocannabinol (THC) License for Adams Liquor Corp., doing business as Up North Liquor, 9570 Noble Parkway N., Brooklyn Park, MN 55443

4.5 Renewal of Cornerstone Agreement for Domestic Violence Services

A. RESOLUTION

B. AGREEMENT

4.6 Resolution Relating to Council/Staff Responsibilities

A. RESOLUTION

4.7 Resolution Relating to Business Expenses of the City Council

A. RESOLUTION

- 4.8** Resolution Authorizing Supplemental Compensation for Mayor and Council Members who Attend Approved Municipal Functions
 - A.** RESOLUTION
- 4.9** Resolution Establishing an Absentee Ballot Board and Appointing an Absentee Ballot Board and All Members Appointed to the Hennepin County Absentee Ballot Board to Act as the Brooklyn Park Absentee Ballot Board for the March 5, August 13, and November 5, 2024 Elections
 - A.** RESOLUTION

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

None.

6. LAND USE ACTIONS

None.

7. GENERAL ACTION ITEMS

None.

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 Brooklyn Park Community Plan Steering Committee

8.2 City Manager's Presentation on the Trade Mission to Japan

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:	4.1	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Cheryl Keene, Finance Assistant I
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director
Item:	Authorize the Acceptance of Donations/Gifts		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03.

Overview:

Minnesota Statute 465.03 allows for the acceptance of donations and gifts by resolution of the City Council. Gifts with a value of \$15,000 or less can be included in a report to Council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.1A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY
PURSUANT TO MINNESOTA STATUTES, SECTION 465.03

WHEREAS, the City of Brooklyn Park is generally authorized to accept donations of real and personal property pursuant to Minnesota Statute, Section 465.03; and

WHEREAS, the following entities have offered to contribute gifts/donations as set forth below to the city:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to accept the donations.

Donations for 3rd & 4th Quarters of 2023 (July - December)				
Qtr	Recipient Department	Donor	Description of Donation	Total
3rd	Admin	Elected Officials Protecting America	Tuition for Conference (Boyd Morson - Council Member) (2nd Quarter 2023)	\$ 1,000
3rd	Admin	Elected Officials Protecting America	Hotel stay for Conference (Boyd Morson - Council Member) (8/11-14-23)	\$ 258
3rd	Admin	Elected Officials Protecting America	Hotel stay for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 669
3rd	Admin	Elected Officials Protecting America	Airfare for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 567
3rd	Admin	Elected Officials Protecting America	Transportation for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 54
3rd	Admin	Collette Guyott-Hempel	Chess Sets donated at November 27 Council Meeting	\$ 107
3rd	Rec & Parks	Collette Guyott-Hempel	Gift Certificate donations for pizza for programs	\$ 200
4th	Fire	Residents of Tradition Senior Living	Check	\$ 375
4th	Police	MATTER	750 snack packs	\$ 2,520
4th	Police	Luther Mazda Mitsubishi	\$500 check	\$ 500
4th	Police	Lutehr Brookdale Toyota	\$500 check	\$ 500
4th	Police	Luther Chevrolet	\$500 check	\$ 500
4th	Police	Luther Volkswagen	\$500 check	\$ 500
4th	Police	Luther Honda	\$500 check	\$ 500
4th	Police	Luther Used Car Company	\$500 check	\$ 500
4th	Police	Luther Brookdale Chrysler Dodge Jeep Ram	\$500 check	\$ 500
4th	Police	CLD Brooklyn Park MN LLC	\$500 check	\$ 500
4th	Police	Kia Corporate Office	56 steering wheel locks	\$ 1,680
4th	Police	Hyundai Corporate Office	72 steering wheel locks	\$ 2,160
4th	Police	Golden Needles	27 quilts	\$ 1,080
4th	Police	Karla Frederick	Domino's gift card	\$ 15
4th	Police	Brooklyn Park Crime Prevention Association	Crime Prevention outreach trailer branding	\$ 958
4th	Police	Caribou Coffee	Hot chocolate carafes	\$ 100
4th	Police	Revive Church	30 quilts	\$ 900
4th	Police	Revive Church	Toys for Santa Cop (list available)	\$ 2,085
4th	Police	PD employees	Toys for Santa Cop (list available)	\$ 161
4th	Rec & Parks	Collette Guyott-Hempel	Donation for food at Intergenerational chess event	\$ 100
4th	Rec & Parks	Collette Guyott-Hempel	Chess Sets donation	\$ 107
4th	Rec & Parks	Collette Guyott-Hempel	Donation for food for chess club	\$ 52
4th	Rec and Parks & CD	Brooklyn Park Rotary	Rotary donation for Rec on the Go and BrookLynk (\$3000 to each)	\$ 6,000
4th	REDI		Speaking donation (per Dr. Davis)	In Kind
Total				\$ 25,148

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Matt Hayes-Regan, Planning Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Paul Mogush, Planning Director
Item:	Development Bond and Escrow Reductions/Releases		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$123,602.29), AND TO FULLY RELEASE THE PERFORMANCE BOND (\$237,700.00) FOR SATISFACTORY COMPLETION OF THE "610 JUNCTION 2021 UPDATE" PROJECT #21-103 LOCATED AT 9360 DECATUR DRIVE NORTH.

MOTION _____, SECOND _____, TO FULLY RELEASE THE LETTER OF CREDIT (\$1,133,100.00), TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$34,936.01), TO FULLY RELEASE THE PERFORMANCE DEPOSIT (\$59,600.00) FOR SATISFACTORY COMPLETION OF THE "NORTHPARK 8TH ADDITIONS/BUILDING 7" PROJECT #21-109.

MOTION _____, SECOND _____, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$28,688.77) FOR SATISFACTORY COMPLETION OF THE "SPERO ACADEMY" PROJECT #21-115 LOCATED AT 7600 HUMBOLDT AVENUE NORTH.

MOTION _____, SECOND _____, TO FULLY RELEASE THE LETTER OF CREDIT (\$4,354,600.00), TO FULLY RELEASE THE PERFORMANCE DEPOSIT (\$396,000.00), AND TO PARTIALLY RELEASE (\$131,076.32) THE DEVELOPERS' ESCROW FOR A NEW TOTAL OF (\$50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "NORTHPARK BUSINESS CENTER 7TH ADDITION" PROJECT #21-123.

MOTION _____, SECOND _____, TO FULLY RELEASE THE PERFORMANCE BOND (\$74,000.00), AND TO PARTIALLY RELEASE (\$48,171.48) THE DEVELOPERS' ESCROWS FOR A NEW TOTAL OF (\$50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "610 JUNCTION WEST" PROJECT #22-112 LOCATED AT 9500 DECATUR DRIVE NORTH.

Overview:

City Code requires performance bonds and developer's escrows be established as part of the development process. As projects progress, staff works with developers on the release of financial securities. For many large projects the City requires performance bonding as well as escrows be filed with the City. The performance bonds are established at the time of site plan review. The City staff feels it is appropriate to release either the full or a portion of the performance bonds and developer's escrows at this time.

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:	4.3	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Amber Turnquest, Principal Planner
Ordinance:	N/A		
Attachments:	1	Presented By:	Paul Mogush, Planning Director
Item:	Safe Routes to School Infrastructure Program Grant Solicitation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING THE CITY OF BROOKLYN PARK'S SUBMISSION OF AN APPLICATION FOR MINNESOTA SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING.

Overview:

At the September 23, 2023 Council meeting, staff provided an overview of the Safe Routes to School Plan and how it fits in with the broader strategy of building out the City's network of sidewalks and trails. As discussed at the Council meeting, City Staff is using the completed plan to apply for grant funding to address identified needs. This resolution of support is required to supplement the grant solicitation application.

The SRTS plan identifies policy changes, infrastructure improvements, and program strategies to create a safe, comfortable, and fun active transportation system and culture of walking and biking to school, with a focus on addressing equity in transportation and meeting the needs of under resourced groups. Alta Planning + Design and Zan Associates worked with staff from the schools, Hennepin County, MnDOT, and the City of Brooklyn Park to identify opportunities.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A RESOLUTION

RESOLUTION #2024-

RESOLUTION APPROVING THE CITY OF BROOKLYN PARK'S SUBMISSION OF AN APPLICATION FOR MINNESOTA SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING

WHEREAS, The Minnesota Safe Routes to School Program was established by the Minnesota Legislature in 2012 and is defined in Minnesota Statute 174.40; and

WHEREAS, the Minnesota Safe Routes to School Program, through infrastructure and non-infrastructure grants, assists schools and communities by making it so youth in Minnesota can safely, confidently, and conveniently walk and bicycle to school and in daily life; and

WHEREAS, the City of Brooklyn Park was awarded a SRTS non-infrastructure grant in 2020 and completed the preparation of a SRTS Plan for five schools which recommended the installation of both SRTS infrastructure and non-infrastructure items; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Infrastructure Program solicits agencies to apply for funding to enable schools and communities to implement Safe Routes to School infrastructure and the solicitation for these funds is currently open; and

WHEREAS, Safe Routes to School infrastructure funding does not require any match by the grant recipient, and grants are paid on a reimbursable basis with the grantee financing 100% of the project costs upfront and submits pay requests for reimbursement; and

WHEREAS, Safe Routes to School programmatic activities will commence after the grant agreement is fully executed; and

WHEREAS, The Minnesota Safe Routes to School Infrastructure Program Grant Solicitation requires applicants to have supporting resolution for all property or right of way owners impacted by the proposed project and this is expected to be limited to the City of Brooklyn Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

Supports and approves the submission of an application for Minnesota Department Safe Routes to School Infrastructure Program Grant funding.

That the City Manager is authorized to execute any such agreements and any amendments without further approval by the City Council.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a Tetrahydrocannabinol (THC) License for Adams Liquor Corp., doing business as Up North Liquor, 9570 Noble Parkway N., Brooklyn Park, MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR UP ADAMS LIQUOR CORP., DBA UP NORTH LIQUOR, 9570 NOBLE PKWY N., BROOKLYN PARK, MN 55443

Overview:

This is a request for approval of a new THC edibles license for Up North Liquor located at 9570 Noble Parkway N. The business owner currently holds an off-sale liquor license and is adding low potency THC to their business. The THC license application has been approved and the police department has completed their investigation of the applicants.

There are no known code violations and staff recommends approval of the THC license.

Background:

On July 1, 2022, the Minnesota legislature legalized the sale of limited amounts of Tetrahydrocannabinol (THC), which is the intoxicating component within the hemp plant. THC can be extracted from the plant and added to edibles and beverages for consumption. State law requires that these products contain no more than 0.3% of any THC total, no more than five milligrams of THC per serving, and no more than 50 milligrams of THC per package. The law prohibits the sale of edible THC products to anyone under the age of 21 and contains several requirements regarding labeling and packaging.

Ordinance Requirements:

The THC ordinance and licensing requirements include regulations from State law and City code including:

- Businesses must have a license approved by the city council to sell THC products effective March 1, 2023.
- Customers must be 21 years old to purchase THC products, and it is a petty misdemeanor violation for anyone under 21 to possess licensed products.
- Customers must provide a valid government issued photo identification for purchase upon request.
- Products must be located behind a counter or in a locked case requiring store employees to access.
- License applicants must pass a background check prior to license approval.
- Compliance checks and business inspections are required to ensure compliance with regulations.
- Annual license fee of \$1,000 and background check fee of \$500

- The total number of THC licenses allowed in the city is 45. Each of the three city council districts (west, central, east) can have a maximum of 15.
- THC licenses are allowed in all retail areas except within 300 feet of a school.
- Businesses selling THC beverages on-sale must also have an on-sale intoxicating liquor license.
- Penalties for violations and appeal processes are comparable to tobacco compliance processes.
- Businesses selling THC edibles must have registered with the State by October 1, 2023.
- In 2025 the licensing of THC edibles will be handled by the State and the City will likely have a registration process with number and location restrictions. Ordinance discussions with the City Council will occur in 2024.

THC Business Locations:

Business Name	Location	Council District			
			West	Central	East
A&J Tobacco	8058 Brooklyn Blvd	West	X		
Boone Tobacco	6284 Boone Ave	West	X		
BP Smoke Shop	7654 Brooklyn Blvd	East			X
Cellar's Wine & Spirits	7944 Brooklyn Blvd	West	X		
E-Vapor and Tobacco	4658 85 th Ave	Central		X	
Good Zen	8509 Jefferson Ln	West	X		
Ike's Wine & Spirits	9682 Colorado Ln	West	X		
Love is an Ingredient	6276A Boone Ave	West	X		
Love is an Ingredient	8505 Jefferson Ln	West	X		
Neighborhood Gas and Tobacco	7416 Brooklyn Blvd	East			X
New Superette	6290 Boone Ave	West	X		
Speedy Market & Tobacco	7401 Regent Ave	East			X
Winner Gas	1500 Brookdale Dr	East			X
Cub Liquor	7555 W Broadway	West	X		
Tobacco Plus	1436 - 85 th Ave	East			X
Tobacco for Less	9334 Zane	Central		X	
A1 Smokes and Vapes	3015 85 th Ave	East			X
Pixie Liquor	1512 Brookdale Dr	East			X
Palmer Lake VFW	2817 Brookdale Drive	East			X
E-Cig Market	8413 West Broadway	West	X		
Fast N Fresh	6321 Zane Ave N	West	X		
Up North Liquor (New License)	9570 Noble Pkwy N	Central		X	
		Totals	11	3	8

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: THC License fee totaling \$1,000 will be added to the general fund.

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	2	Presented By:	Chief Mark Bruley
Item:	Renewal of Cornerstone Agreement for Domestic Violence Services		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ TO RENEW AN AGREEMENT WITH CORNERSTONE TO PROVIDE VICTIMS AND FAMILIES EXPERIENCING DOMESTIC VIOLENCE WITH ADVOCACY SERVICES.

Overview:

The Brooklyn Park Police Department seeks to serve the community with humanity through effective partnerships and enforcement that provides residents of, and visitors to, Brooklyn Park a sense of security for their persons and property. By working together on a united front with our professional partners and the community, we are most effective in our mission; and by valuing our diversity, we provide courteous, impartial service with dignity and honor.

The Brooklyn Park Police Department has a history of collaborating with a variety of justice system and community organizations for the purpose of improving capacity for law enforcement and for building community. The partnership with Cornerstone has expanded domestic violence advocacy services to provide a coordinated community response to incidents of domestic violence and greatly enhance the level of service victims receive.

Cornerstone was founded in 1983 and has a long-standing history of positive working relationships with law enforcement, prosecution, and families. Cornerstone offers a variety of services to all victims of domestic violence, including emergency shelter; supportive housing; advocacy in family, civil, and criminal court; educational workshops; therapeutic services; Children & Families Program services; and individual and group support.

In March of 2012, Cornerstone began serving victims of domestic violence from Brooklyn Park with a full-time advocate based out of the Police Department. The arrangement greatly increased the communication between police staff and advocates allowing for more effective service for the victims and their families. The arrangement also greatly increased the accessibility to community-based advocacy for victims with limited transportation. In December of 2013, Cornerstone assigned a second advocate to the Police Department to better meet the needs of the community.

Cornerstone will continue to provide a community-based response by providing advocates working out of the Police Department. The advocates will continue to work in cooperation with the Police Department and City Attorney's Office on case follow up, victim services, officer in-service trainings and review of system responses.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Cornerstone will invoice the Police Department \$16,250 on a quarterly basis. This is within the amount of the 2024 budget for domestic violence advocacy services, which has been budgeted at \$65,000 annually. This agreement will be for a period of one year, effective January 1, 2024 through December 31, 2024.

Attachments:

- 4.5A RESOLUTION
- 4.5B AGREEMENT

RESOLUTION #2024-

RESOLUTION TO RENEW AN AGREEMENT WITH CORNERSTONE
TO PROVIDE VICTIMS AND FAMILIES EXPERIENCING DOMESTIC VIOLENCE
WITH ADVOCACY SERVICES

WHEREAS, the Brooklyn Park Police Department seeks to serve the community with humanity through effective partnerships and enforcement that provides residents of, and visitors to, Brooklyn Park a sense of security for their persons and property; and

WHEREAS, the Brooklyn Park Police Department has a history of collaborating with a variety of justice system and community organizations for the purpose of improving capacity for law enforcement and for building community; and

WHEREAS, Cornerstone was founded in 1983 and has a long-standing history of positive working relationships with law enforcement, prosecution and families; and

WHEREAS, Brooklyn Park's collaboration with Cornerstone has built upon the community efficacy to serve victims of domestic violence with advocacy services and increase the conviction rate of offenders; and

WHEREAS, the Cornerstone advocates will continue to be based out of the Police Department, a central and accessible location to domestic violence victims and their families; and

WHEREAS, the parties desire to enter into an agreement which sets forth the terms by which Cornerstone will perform domestic violence advocacy services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to renew a 12-month agreement with Cornerstone to continue to provide victims and families experiencing domestic violence with advocacy services.



CORNERSTONE
REBUILDING LIVES, RESTORING HOPE

PROFESSIONAL SERVICES AGREEMENT
WITH CORNERSTONE ADVOCACY SERVICE

This Professional Services Agreement (“Agreement”) is made effective as of the 1st day of January 2024 by and between the City of Brooklyn Park, a Minnesota municipal corporation (the “City”) and Cornerstone Advocacy Service, a Minnesota non-profit corporation (“Provider”).

WHEREAS, the Provider is a Minnesota non-profit corporation focused on community-based domestic violence legal advocacy, support, training, and intervention services for incidents arising in the suburban area of Hennepin County, which includes Brooklyn Park, Minnesota;

WHEREAS, the Provider represents that it has the requisite skills to assist City employees, officials, contractors, and agents responding to specific domestic violence cases and to assist City employees, officials, contractors, and agents and policy makers in evaluating the City’s collective response to domestic violence in the City by providing criminal justice advocacy and liaison services; training on Domestic and Sexual Violence topics and best practices; and civil and criminal justice systems information, safety planning, and court accompaniment to the City’s residents (“Professional Services”);

WHEREAS, the City believes that the provision of Provider’s Professional Services to City residents promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Provider, and the Provider desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

AGREEMENT

1. TERM

The term of this Agreement shall be from January 1, 2024, through December 31, 2024 regardless of the dates of execution, unless terminated earlier as provided herein.

2. SERVICES

Provider agrees to provide professional services to the City as described on the attached Exhibit A (“Professional Services”). The Provider shall provide the required personnel and related support services and supplies to effectively and efficiently provide its Professional Services, including but not limited to a designated advocate(s) that maintains regular office hours at an office located at the City’s Police Department or as otherwise agreed upon between the parties. The City agrees to cooperate with the Provider as deemed appropriate by the City’s Chief of Police to ensure the timely provision of Provider’s Professional Services. Recipients of Provider’s Professional Services shall not be financially charged. Would-be recipients of Provider’s Professional Services may decline Provider’s services.

The Provider will follow the advocacy service plan as provided in Exhibit A when delivering services. The service plan will be reviewed annually with a representative from the Provider and the Police Chief’s designee to ensure that the service plan meets the needs of the City and the recipients of the service.

3. TRAINING

Training on domestic and sexual violence and best practices may be provided by the Provider as a part of its Professional Services. The topics, duration, and frequency of said

training shall be as mutually agreed upon between the parties. As deemed appropriate by the City Manager or the City Manager's designee and on an as needed basis, the City will make its personnel available for training in furtherance of the aims and procedures of Provider's Professional Services.

4. PAYMENT

Upon receipt of a quarterly invoice for \$16,250.00 from the Provider and so long as the Provider is providing its Professional Services to the satisfaction of the City, the City will issue payment to the Provider. The City agrees to pay the Provider up to \$65,000.00 for its Professional Services rendered during the term of this Agreement.

5. RECORDS

The Provider shall maintain such records as are necessary to ensure that the Professional Services are provided as represented by the Provider. The records remain the Provider's property. The Provider will maintain the records in a manner that ensures confidentiality to service recipients as required by law, regulation and grant compliance requirements. The Provider will disclose identifying information for service recipients to the City or a third party only if required by law or regulation. In the event that identifying information is disclosed, the City and third parties as applicable will take all appropriate measures to prevent unnecessary dissemination of identifying information beyond those parties and agencies that require said information to effectuate services for service recipients. All reports provided to the Provider shall be securely maintained in locked file drawers or a locked room. It is Provider's policy to dispose of all reports seven years after the initial complaint when there are no further incidents involving that offender and such shredding may occur either in-house or by a commercial shredding company.

6. EXCHANGE OF INFORMATION

Upon the Provider's request, the City agrees to provide the Provider with access to the following domestic violence related information, subject to the requirements of Minnesota Statutes, Section 13.83, subdivision 5; Section 629.341, subdivision 4; and any other applicable local, state, or federal law, rule, or regulation: (A) copies of misdemeanor, gross misdemeanor and felony arrest reports and citations; and (B) copies of investigative reports. The Provider acknowledges that the City may withhold information, data, or reports when the release of such information could compromise an ongoing criminal or civil investigation, when it contains information regarding child sexual abuse or juvenile offenders, or when dissemination is prohibited by law or regulation. The Provider agrees that it will not distribute City Police Department reports

to any third party, except the following: Brooklyn Park Attorney's Office, Hennepin County Attorney's Office, and Hennepin County Probation Office. The Provider further agrees that it will not provide copies of City Police Department reports to victims or offenders and will refer any individual or entity that requests such information to the City Police Department. The Provider agrees that it will not attach a City Police Department report to an Order for Protection. The Provider's use of City Police Department reports for training or technical assistance must be pre-approved in writing by the City's Chief of Police (or designee), except that Provider may use City Police Department reports to train advocates that will be assigned to work with Brooklyn Park cases. The Provider's usage of such reports must be consistent with the requirements of any applicable local, state, or federal law, rule, or regulation.

7. DISCRIMINATION

The Provider agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

8. TERMINATION

This Agreement may be terminated by either party at any time with or without cause, upon forty five days written notice as provided in paragraph 14 herein. In that case, City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement before the termination date.

9. CONFLICTS OF INTEREST

The Provider shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Provider shall follow the current plan as articulated in the current Advocacy Service Plan. Changes to the plan will be agreed on by each party and will be reviewed annually. It is the intent of the Provider to refrain from handling matters for any other person or entity that may pose a conflict of interest or may not be in the best interests of the City.

10. UNSPECIFIED SERVICE

The City will honor no claim for services not specified in this Agreement.

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the United States Postal Service, postage prepaid. Notices by fax or email alone are not sufficient. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

15. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, nor shall be construed, to create the relationship of partners or employer/employee between the parties. The Provider, its officers, agents, employees, and volunteers are, and shall remain for all purposes and services under this Agreement, independent contractors.

16. INSURANCE

The Provider shall maintain the following insurance coverage during the term of this Agreement:

- a. Worker's Compensation Insurance as set forth in Exhibit B; and
- b. Professional, automobile, general liability and property insurance in amounts as set forth in Exhibit B and in forms satisfactory to the City; and the Provider shall list the City as an additional insured on all such policies.

17. INDEMNIFICATION

The Provider does hereby, for itself and its successors and assigns, release and agree to defend, indemnify and hold the City harmless from all Loss or Damage in any manner, directly or indirectly arising out of, resulting from, or in any manner connected with this Agreement, the provision of facilities, programs and services pursuant to this Agreement. The term "Loss or Damage" as used herein means all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel and costs of investigation), liabilities, damages, debts, fees, fines, penalties, charges, assessments, judgments, liens, settlements, claims, demands, rights, actions, suits, causes of action, and proceedings, and other obligations of any nature whatsoever and of any person whomsoever, including for death or injury to any person (including the parties and their employees, agents, and contractors) and including damage to property owned by, leased, rented to, or in the care, custody, or control of the parties and including damage to the environment or natural resources. The indemnity obligations contained in this paragraph shall survive termination of this Agreement. Nothing in this Section shall be construed

as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.

18. DATA PRACTICES ACT COMPLIANCE

Data and information provided to Provider under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

19. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City of Brooklyn Park and Cornerstone Advocacy Service have executed this Professional Services Agreement effective as of the date first written above.

CITY OF BROOKLYN PARK

By _____

Hollies Winston, Mayor

By _____

Jay Stroebel, City Manager

CORNERSTONE ADVOCACY SERVICE

By _____

Artika Roller, Executive Director

EXHIBIT A

Advocacy Service Plan

Cornerstone services will be available to the following individuals: intimate partners, parties who reside together with a current or past intimate relationship, child-in-common, ex-intimate partner, immediate family (parent/child or siblings) who reside together, and family members where residency has been established. *Cornerstone reserves the right to discretion on how to handle cases.*

Cornerstone will not assist in group home matters, roommates with no past intimate relationship or familial connection, adult siblings that do not reside together, or distant relations that do not have established residency.

Conflict Cases

There will be no conflict cases for DV Coordinator. Advocate will email DV Coordinator cases that are conflicts for Cornerstone. DV Coordinator will refer victim to DASC for services.

Unable to Provide Advocacy Services

Should Cornerstone find that they cannot fulfill any of the below services, it is up to the advocate to refer the victim to appropriate services that can assist.

While all services will be provided by Cornerstone, duties are listed in descending order of importance.

Safety Planning and/or Advocacy Services

for BP residents or victims of charged criminal cases

- Return or make the following calls:
 - Residents who have asked officers for advocacy services
 - Residents whom the DV Coordinator has flagged as requesting services either through a phone call to the DV Coordinator or a request in a police report but no original referral made from officer
 - Residents whom have requested services through the MH unit
 - Be available during normal business hours for
 - Calls from the MH Unit who are on the scene with an individual requesting to speak with an advocate
 - Walk ins to the BPPD who are requesting to speak with an advocate.
 - These interactions will address the following, but are not limited to,
 - Immediate safety concerns
 - Long term safety concerns
 - Provide potential options such as OFPs/HROs, criminal and civil court processes, exit plans, shelters, extra patrol, breaking lease, Safe at Home, connection to community resources.
-

Order for Protections/HROs

for BP residents or victims in charged criminal cases

- Screen for eligibility of protective orders and explore alternatives based on victims needs
- Draft protective orders
- Assist in filing protective orders
- Prepare victim for civil court hearings
- Attend any court proceedings when requested by the victim
- Communicate with civil court professionals with or on behalf of petitioner
- Assist in any follow-up orders (amendments, contempt, dismissal, extension, subsequent order)

Interventions

- BPPD officers can call Cornerstone's 24 hour crisis line on scene with victims based on the officer's assessment of victim's immediate safety needs.
- The shelter advocate will call the victim as soon as possible following receipt of intervention information. If the intervention call is received by the shelter advocate between the hours of 12am-5am, the shelter advocate will make a call to the victim the following morning.
- BPPD will send completed police reports within 4 hours of an incident to intervention@cornerstonemn.org and policereports@cornerstonemn.org
- BP Advocate will call the victim upon receiving intervention and/or police report, regardless of the level of the charge, the following business day to provide supportive services including, but not limited to, safety planning, protective orders, shelter, community resources, and criminal/civil court process.

Criminal Court

for victims in charged criminal cases

- BP Advocate will call the victim before the in custody hearing to explain differences between DANCO/NCO/OFP/HRO, discuss criminal court process and offer ongoing support along with advising the victim of the DV Coordinators role in the criminal court process. BP Advocate will gather input for INC hearing (release conditions, safety concerns, input on contact restrictions) and provide a log by email to prosecution and DV Coordinator.
- For Misd. and GM cases, DV Coordinator will provide court input for the following hearings: arraignment, pre-trial, settlement conference, and jury trial.
- For Misd. and GM cases, DV Coordinator will call a victim after every court proceeding listed above and provide an update as to what occurred at the hearing.
- DV Coordinator will continue to provide all input for restorative court cases to prosecution and MH Unit.

- DV Coordinator will advise victim of crime victim rights, discuss plea offers, provide information about restitution and reparations, assist with victim impact statements, and expungements.
- DV Coordinator will advise victims of services offered by Cornerstone. If requested, DV Coordinator will refer victim to Cornerstone to provide services.
- BP Advocate will do a check-in call with the victim in advance of a settlement conference hearing.
- BP Advocate will be on call to either speak to a victim over the phone or at the courthouse for Brooklyn Park court dates.
- BP Advocate will be available to attend hearings and/or jury trials with victims upon their request.
- When victim calls prosecution with disagreement on charging decision prosecution will email the advocate to follow up with victim to provide support.
- BP Advocate will reach out to prosecution when a victim is requesting charging decision updates.

Community Outreach

- Advocates will spend time connecting with community agencies to strengthen connections with the community in an attempt to provide better referrals and increase access to community supports for victims.

Training

- BP Advocate will provide training to new officers around advocacy, how the partnership works and best practices for working with victims.
- Advocates will attend periodic in-service training for the police officers to provide information about trends and update officers about services advocates are providing. This could include the coordination of outside professionals coming in to provide training on larger topics (i.e. strangulation, trauma informed interviewing, digital abuse, etc.)
- Advocates will spend time connecting with officers through roll calls and ride alongs to further the advocate's understanding of officers roles and strengthen officers understanding of advocacy services.

EXHIBIT B

Insurance Requirements

General Liability:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury/Advertising Injury

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

\$100,000 Damage to Rented Premises

\$5,000 Medical Payments (optional)

Auto Liability:

\$1,000,000 Combined Single Limit – Bodily Injury & Property Damage

\$1,000,000 Hired & Non-Owned Auto Liability

Workers' Compensation:

\$100,000 Each Accident

\$500,000 Policy Limit

\$100,000 Each Disease

Statutory Limits Apply

Umbrella/Excess Liability:

\$1,000,000 Each Occurrence and Annual Aggregate

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Relating to Council/Staff Responsibilities		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ RELATING TO COUNCIL/STAFF RESPONSIBILITIES.

Overview:

This resolution is reviewed annually by the City Council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.6A RESOLUTION

RESOLUTION #2024-

RESOLUTION RELATING TO
COUNCIL/STAFF RESPONSIBILITIES

WHEREAS, the City Council is composed of seven people whom have other full-time occupations and responsibilities; and

WHEREAS, the people who serve on this Council must depend on the city's staff to provide them with a large amount of background information, data, and expertise to aid the City Council in determining issues, developing policy, and administering the Council's responsibilities in a fair and impartial manner; and

WHEREAS, a revised Elected Officials Rules of Procedure and Code of Conduct Manual was approved by the Council on October 23, 2017 that includes Council conduct with staff; and

WHEREAS, the City attempts to hire and employ people who can and will provide the best advice possible to the Council and who can and will serve the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

1. The City Manager and staff are directed to develop and transmit to this Council background information and data based upon their experience and best judgment and are further directed to be honest and candid in developing and transmitting said information, keeping in mind that their sole purpose is to serve the public interest.
2. This Council pledges that no staff member shall suffer recrimination for acting in an honest and candid manner in protecting and promoting the public interest.
3. This Council further states to its staff that the Council will carry out its responsibilities in the decision process as established by federal, state and local statutes, ordinances and the City Charter and will do so in a fair and impartial manner. Any city employee, elected or appointed, who is found to have transmitted to this Council information designed to promote their own financial interest or the financial interest of a friend contrary to the City Charter or other state statutes will be censored and prosecuted in accordance with the laws of this state and this city.
4. The simple intent of this resolution is to remind each of us, Council and staff, that we are here to serve the public interest and not to promote or serve individual interests. In carrying forth this purpose, we, Council and staff, are dependent upon each other and must be in a position to be open, candid and honest with each other in transacting the city's business.
5. This resolution shall be kept on file in the City Clerk's office and shall be returned to the new City Council for consideration at the first official meeting each year.
6. A copy shall be posted on employee bulletin boards for a two-week period following its adoption.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Relating to Business Expenses of the City Council		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ RELATING TO BUSINESS EXPENSES OF THE CITY COUNCIL.

Overview:

The sole purpose of this resolution is to inform that unreimbursed out-of-pocket expenses incurred by Council members as part of their duties are lawful business expenses for federal and state income tax purposes.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.7A RESOLUTION

RESOLUTION #2024-

RESOLUTION RELATING TO BUSINESS EXPENSES OF THE CITY COUNCIL

WHEREAS, members of the City Council are paid a salary each month in accordance with the terms of the City Charter and City Code; and

WHEREAS, it has been and it is the policy of this Council that other business expenses are not reimbursed unless the activity is specifically directed and approved by the Council as a body; and

WHEREAS, the City of Brooklyn Park is a large, growing suburban community and has numerous challenges, which require Council Members to travel with their personal cars and to use their personal finances to pay these business expenses; and

WHEREAS, members of the City Council are frequently required to meet with persons interested in locating industry, persons who have problems that relate to the City which require attention from the members of the Council, and all of these expenses have been paid for by the individual members of the Council; and

WHEREAS, it is deemed necessary to act as a corporate body to memorialize that these types of unreimbursed out-of-pocket expenses incurred by the Mayor and City Council Members are lawful business expenses for federal and state income tax purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

1. Out-of-pocket expenses incurred by the Mayor and City Council Members as part of their duties as Mayor and City Council Members are not reimbursed by the City unless so authorized and directed by the Council.
2. The Mayor and members of the City Council are expected, as part of their duties, to travel throughout the community to meet with residents, developers, or persons interested in locating in the community and to meet with members of the staff or officials of other communities or agencies to promote the general welfare of the City of Brooklyn Park. The out-of-pocket expenses incurred by Council Members in carrying out these official duties are lawful business expenses for federal and state income tax purposes.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Authorizing Supplemental Compensation for Mayor and Council Members who Attend Approved Municipal Functions		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS.

Overview:

The Council takes action to approve Council Members to attend certain municipal professional development functions during the year. Council Members are eligible for \$50 supplemental compensation per day.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The 2024 budget for conferences, schools and related travel is \$16,881 for the City Council. There is an additional \$3644 in the meeting expenses budget. Funds for this expense would be paid for out of these accounts:

6702	Conferences & Schools	\$11,320.00
6704	Travel & Lodging	\$5,561.00
6706	Meeting Expenses	\$3,851.00
		<u>\$20,732.00</u>

Attachments:

4.8A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL
MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS

WHEREAS, Section 30.01 of the City Code states:

The Mayor and/or Council Members are sometimes required to attend municipal functions or to take time from their regular employment to perform services beneficial to the City. Additional compensation may be paid to the Mayor or Council Members in those cases subject to the following conditions:

1. The activity and number of days for which a Council Member is to be engaged must be approved by the City Council prior to member's participation.
2. The Mayor and Council member will be paid \$50 per day as supplemental compensation for each day approved and for which the member is in attendance at the approved activity.

Historically, many Council members have elected to not receive the additional supplemental compensation, and therefore this supplemental compensation payment option will be made known to Council members but will be provided only upon request.

NOW, THEREFORE, BE IT RESOLVED that upon request, the Mayor and Council Members can receive supplemental compensation of \$50 per day, in addition to reimbursement for expenses incurred consistent with the City Travel for Council policy for approved professional development activities. If travel is required outside of Minnesota, an additional two days of supplemental compensation can be requested.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	2	Presented By:	Devin Montero
Item:	Resolution Establishing an Absentee Ballot Board and Appointing an Absentee Ballot Board and All Members Appointed to the Hennepin County Absentee Ballot Board to Act as the Brooklyn Park Absentee Ballot Board for the March 5, August 13, and November 5, 2024 Elections		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 5, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 13 PRIMARY AND NOVEMBER 5, 2024 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 5, AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS.

Overview:

In 2016, legislation was passed establishing a presidential nomination primary. The Presidential Nomination Primary was held on March 3, 2020. In 2024, the Presidential Nomination Primary will be held on March 5 with the regular Primary held on August 13 and General Election on November 5, 2024.

Minnesota State Statute 203B.121 Subdivision 1, requires a ballot board to be established by ordinance or resolution. The Board must consist of sufficient number of trained elections judges appointed by the Council.

The City of Brooklyn Park is a delegated city for absentee voting purposes and Hennepin County will complete the initial phase of the accepting and rejecting for all in-person (Brooklyn Park) absentee ballots received at the Hennepin County Government Center counter. In doing so, it provides the following benefits:

- All in-person absentee voters at Hennepin County will be reviewed within 24 hours or less and contacted immediately if there is a problem or issue.
- Relieves the County from sending, on a daily basis, ballots received for Brooklyn Park and then requiring the Brooklyn Park Ballot Board to accept and reject within 5 or 3 days.

Adopting the resolution establishes a Ballot Board, appoints ballot board judges and also allows members of the Hennepin County Absentee Ballot Board to act as the Brooklyn Park Absentee Ballot Board when reviewing in-person absentee ballots received at the Hennepin County Government Center counter.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.9A RESOLUTION
- 4.9B EXHIBIT A

RESOLUTION #2024-

RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 5, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 13 PRIMARY AND NOVEMBER 5, 2024 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 5, AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS

WHEREAS, Minnesota State Statute 203B.121, Subdivision 1, requires a ballot board to be established by ordinance or resolution; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the city of Brooklyn Park; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks trained in the processing and counting of absentee ballots.

NOW, THEREFORE, BE IT RESOLVED that the City of Brooklyn Park City Council hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks to perform the task; and

BE IT FURTHER RESOLVED by the City Council of the City of Brooklyn Park that the absentee ballot board judges for the March 5, 2024, August 13, 2024, Primary and November 5, 2024 General Election be appointed as presented by the City Clerk, per Exhibit A attached hereto and made a part hereof and further authorizing the City Clerk to appoint additional judges if needed; and

BE IT FURTHER RESOLVED, by the City Council of the City of Brooklyn Park to appoint all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Hennepin County Elections Manager to act as the City of Brooklyn Park Absentee Ballot Board when reviewing in person absentee ballots received at the Hennepin County Government Center counter.

EXHIBIT A

Sharon Knutson
Carol Parks
Melody Bird
Barbara Leitner
Jennifer Gooden
Susan Hulbert
Jeri Shufelt
Scott Knutson
George Bonnell

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	January 22, 2024
Agenda Section:	Discussion Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Zach Kramka, Asst to the City Manager Josie Shardlow, Community Engagement Manager
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jay Stroebel, City Manager
Item:	Brooklyn Park Community Plan Steering Committee		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPOINT THE MAYOR, COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION COUNCIL LIAISON, AND COUNCIL MEMBER _____ TO THE BROOKLYN PARK COMMUNITY PLAN STEERING COMMITTEE.

Overview:

Beginning in 2016, community engagement began to inform the development of the City of Brooklyn Park's strategic plan, *Brooklyn Park 2025*, and the City Council formally adopted this plan in 2017. The City's strategic plan/community plan sets the direction for the entire organization. Annual department work plans are used to ensure department work is aligned with *Brooklyn Park 2025* goals.

As 2025 approaches, now is the time to update the City's strategic plan. The update process will include providing an assessment to the community regarding the extent to which the goals identified in *Brooklyn Park 2025* have been achieved. A broad timeline contains robust community engagement in the spring and early summer, analysis of engagement themes and drafting of the new plan language in late summer and early fall, followed by City Council and community feedback of proposed language in the late fall. Adoption of the next community plan is proposed to take place by the end of the calendar year 2024.

Staff are recommending a steering committee structure to guide the development of the City's next strategic plan. A consultant will also be engaged to assist the steering committee with community engagement design and analysis of engagement themes. Proposed membership of the steering committee is identified below.

The proposed steering committee will guide the engagement process and help draft new goal language during five regularly scheduled Community Long-range Improvement Commission (CLIC) meetings throughout the spring and summer. Significant changes from the proposed committee structure may extend the overall project timeline.

Primary Issues/Alternatives to Consider:

Steering committee option #1

- CLIC
- Mayor, CLIC Council Liaison, and one additional Council Member
- Five to eight staff members
- Two youth representatives

Steering committee option #2

- Option #1 plus;
- One commissioner from each of the other commissions

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	8.2	Meeting Date:	January 22, 2024
Agenda Section:	Discussion Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jay Stroebel, City Manager
Item:	City Manager's Presentation on the Trade Mission to Japan		

City Manager's Proposed Action:

Presentation on Mayor Winston and City Manager Stroebel's trade mission to Japan in September 9-15, 2023

Overview:

In August 2023, the Mayor was invited to join Governor Walz's trade mission to Japan, underlining the significance of their role in fostering international business connections. Ahead of the mission, Mayor Winston and City Manager Stroebel engaged with key Japanese companies in Brooklyn Park, including Takeda, Olympus, and Kurita, in preparation for the upcoming diplomatic and business endeavors. Traveling as part of the Governor's delegation from September 9-15, 2023, the Mayor and City Manager successfully established crucial business connections in Japan, including meetings with members of the Honorary Consul-General of Japan in Chicago, Jun Yanagi.

Building on the momentum gained during the trade mission, Mayor Winston and City Manager Stroebel continued to strengthen the ties between Brooklyn Park and Japanese businesses. In December, they facilitated visits for Consul-General Jun Yanagi to Olympus and Takeda, further solidifying the business relationship between the City of Brooklyn Park and Japanese companies interested in conducting business within the city. The visits to Olympus and Takeda also included representatives from the Japan America Society of Minnesota and the Japan External Trade Organization. This series of engagements exemplifies the city's proactive approach to international collaboration and economic development.

Primary Issues/Alternatives to Consider: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Cheryl Keene, Finance Assistant I
Ordinance:	N/A		
Attachments:	1	Presented By:	LaTonia Green, Finance Director
Item:	Authorize the Acceptance of Donations/Gifts		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY PURSUANT TO MINNESOTA STATUES, SECTION 465.03.

Overview:

Minnesota Statute 465.03 allows for the acceptance of donations and gifts by resolution of the City Council. Gifts with a value of \$15,000 or less can be included in a report to Council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.1A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING STAFF TO ACCEPT GIFTS OF REAL AND PERSONAL PROPERTY
PURSUANT TO MINNESOTA STATUTES, SECTION 465.03

WHEREAS, the City of Brooklyn Park is generally authorized to accept donations of real and personal property pursuant to Minnesota Statute, Section 465.03; and

WHEREAS, the following entities have offered to contribute gifts/donations as set forth below to the city:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to accept the donations.

Donations for 3rd & 4th Quarters of 2023 (July - December)				
Qtr	Recipient Department	Donor	Description of Donation	Total
3rd	Admin	Elected Officials Protecting America	Tuition for Conference (Boyd Morson - Council Member) (2nd Quarter 2023)	\$ 1,000
3rd	Admin	Elected Officials Protecting America	Hotel stay for Conference (Boyd Morson - Council Member) (8/11-14-23)	\$ 258
3rd	Admin	Elected Officials Protecting America	Hotel stay for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 669
3rd	Admin	Elected Officials Protecting America	Airfare for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 567
3rd	Admin	Elected Officials Protecting America	Transportation for conference - (Boyd Morson) Washington DC (11/15-11/17/23)	\$ 54
3rd	Admin	Collette Guyott-Hempel	Chess Sets donated at November 27 Council Meeting	\$ 107
3rd	Rec & Parks	Collette Guyott-Hempel	Gift Certificate donations for pizza for programs	\$ 200
4th	Fire	Residents of Tradition Senior Living	Check	\$ 375
4th	Police	MATTER	750 snack packs	\$ 2,520
4th	Police	Luther Mazda Mitsubishi	\$500 check	\$ 500
4th	Police	Lutehr Brookdale Toyota	\$500 check	\$ 500
4th	Police	Luther Chevrolet	\$500 check	\$ 500
4th	Police	Luther Volkswagen	\$500 check	\$ 500
4th	Police	Luther Honda	\$500 check	\$ 500
4th	Police	Luther Used Car Company	\$500 check	\$ 500
4th	Police	Luther Brookdale Chrysler Dodge Jeep Ram	\$500 check	\$ 500
4th	Police	CLD Brooklyn Park MN LLC	\$500 check	\$ 500
4th	Police	Kia Corporate Office	56 steering wheel locks	\$ 1,680
4th	Police	Hyundai Corporate Office	72 steering wheel locks	\$ 2,160
4th	Police	Golden Needles	27 quilts	\$ 1,080
4th	Police	Karla Frederick	Domino's gift card	\$ 15
4th	Police	Brooklyn Park Crime Prevention Association	Crime Prevention outreach trailer branding	\$ 958
4th	Police	Caribou Coffee	Hot chocolate carafes	\$ 100
4th	Police	Revive Church	30 quilts	\$ 900
4th	Police	Revive Church	Toys for Santa Cop (list available)	\$ 2,085
4th	Police	PD employees	Toys for Santa Cop (list available)	\$ 161
4th	Rec & Parks	Collette Guyott-Hempel	Donation for food at Intergenerational chess event	\$ 100
4th	Rec & Parks	Collette Guyott-Hempel	Chess Sets donation	\$ 107
4th	Rec & Parks	Collette Guyott-Hempel	Donation for food for chess club	\$ 52
4th	Rec and Parks & CD	Brooklyn Park Rotary	Rotary donation for Rec on the Go and BrookLynk (\$3000 to each)	\$ 6,000
4th	REDI		Speaking donation (per Dr. Davis)	In Kind
Total				\$ 25,148

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Matt Hayes-Regan, Planning Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Paul Mogush, Planning Director
Item:	Development Bond and Escrow Reductions/Releases		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$123,602.29), AND TO FULLY RELEASE THE PERFORMANCE BOND (\$237,700.00) FOR SATISFACTORY COMPLETION OF THE "610 JUNCTION 2021 UPDATE" PROJECT #21-103 LOCATED AT 9360 DECATUR DRIVE NORTH.

MOTION _____, SECOND _____, TO FULLY RELEASE THE LETTER OF CREDIT (\$1,133,100.00), TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$34,936.01), TO FULLY RELEASE THE PERFORMANCE DEPOSIT (\$59,600.00) FOR SATISFACTORY COMPLETION OF THE "NORTHPARK 8TH ADDITIONS/BUILDING 7" PROJECT #21-109.

MOTION _____, SECOND _____, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$28,688.77) FOR SATISFACTORY COMPLETION OF THE "SPERO ACADEMY" PROJECT #21-115 LOCATED AT 7600 HUMBOLDT AVENUE NORTH.

MOTION _____, SECOND _____, TO FULLY RELEASE THE LETTER OF CREDIT (\$4,354,600.00), TO FULLY RELEASE THE PERFORMANCE DEPOSIT (\$396,000.00), AND TO PARTIALLY RELEASE (\$131,076.32) THE DEVELOPERS' ESCROW FOR A NEW TOTAL OF (\$50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "NORTHPARK BUSINESS CENTER 7TH ADDITION" PROJECT #21-123.

MOTION _____, SECOND _____, TO FULLY RELEASE THE PERFORMANCE BOND (\$74,000.00), AND TO PARTIALLY RELEASE (\$48,171.48) THE DEVELOPERS' ESCROWS FOR A NEW TOTAL OF (\$50,000.00) FOR SUBSTANTIAL COMPLETION OF THE "610 JUNCTION WEST" PROJECT #22-112 LOCATED AT 9500 DECATUR DRIVE NORTH.

Overview:

City Code requires performance bonds and developer's escrows be established as part of the development process. As projects progress, staff works with developers on the release of financial securities. For many large projects the City requires performance bonding as well as escrows be filed with the City. The performance bonds are established at the time of site plan review. The City staff feels it is appropriate to release either the full or a portion of the performance bonds and developer's escrows at this time.

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:	4.3	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Amber Turnquest, Principal Planner
Ordinance:	N/A		
Attachments:	1	Presented By:	Paul Mogush, Planning Director
Item:	Safe Routes to School Infrastructure Program Grant Solicitation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING THE CITY OF BROOKLYN PARK'S SUBMISSION OF AN APPLICATION FOR MINNESOTA SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING.

Overview:

At the September 23, 2023 Council meeting, staff provided an overview of the Safe Routes to School Plan and how it fits in with the broader strategy of building out the City's network of sidewalks and trails. As discussed at the Council meeting, City Staff is using the completed plan to apply for grant funding to address identified needs. This resolution of support is required to supplement the grant solicitation application.

The SRTS plan identifies policy changes, infrastructure improvements, and program strategies to create a safe, comfortable, and fun active transportation system and culture of walking and biking to school, with a focus on addressing equity in transportation and meeting the needs of under resourced groups. Alta Planning + Design and Zan Associates worked with staff from the schools, Hennepin County, MnDOT, and the City of Brooklyn Park to identify opportunities.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.3A RESOLUTION

RESOLUTION #2024-

RESOLUTION APPROVING THE CITY OF BROOKLYN PARK'S SUBMISSION OF AN APPLICATION FOR MINNESOTA SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT FUNDING

WHEREAS, The Minnesota Safe Routes to School Program was established by the Minnesota Legislature in 2012 and is defined in Minnesota Statute 174.40; and

WHEREAS, the Minnesota Safe Routes to School Program, through infrastructure and non-infrastructure grants, assists schools and communities by making it so youth in Minnesota can safely, confidently, and conveniently walk and bicycle to school and in daily life; and

WHEREAS, the City of Brooklyn Park was awarded a SRTS non-infrastructure grant in 2020 and completed the preparation of a SRTS Plan for five schools which recommended the installation of both SRTS infrastructure and non-infrastructure items; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Infrastructure Program solicits agencies to apply for funding to enable schools and communities to implement Safe Routes to School infrastructure and the solicitation for these funds is currently open; and

WHEREAS, Safe Routes to School infrastructure funding does not require any match by the grant recipient, and grants are paid on a reimbursable basis with the grantee financing 100% of the project costs upfront and submits pay requests for reimbursement; and

WHEREAS, Safe Routes to School programmatic activities will commence after the grant agreement is fully executed; and

WHEREAS, The Minnesota Safe Routes to School Infrastructure Program Grant Solicitation requires applicants to have supporting resolution for all property or right of way owners impacted by the proposed project and this is expected to be limited to the City of Brooklyn Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

Supports and approves the submission of an application for Minnesota Department Safe Routes to School Infrastructure Program Grant funding.

That the City Manager is authorized to execute any such agreements and any amendments without further approval by the City Council.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a Tetrahydrocannabinol (THC) License for Adams Liquor Corp., doing business as Up North Liquor, 9570 Noble Parkway N., Brooklyn Park, MN 55443		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TETRAHYDROCANNABINOL (THC) LICENSE FOR UP ADAMS LIQUOR CORP., DBA UP NORTH LIQUOR, 9570 NOBLE PKWY N., BROOKLYN PARK, MN 55443

Overview:

This is a request for approval of a new THC edibles license for Up North Liquor located at 9570 Noble Parkway N. The business owner currently holds an off-sale liquor license and is adding low potency THC to their business. The THC license application has been approved and the police department has completed their investigation of the applicants.

There are no known code violations and staff recommends approval of the THC license.

Background:

On July 1, 2022, the Minnesota legislature legalized the sale of limited amounts of Tetrahydrocannabinol (THC), which is the intoxicating component within the hemp plant. THC can be extracted from the plant and added to edibles and beverages for consumption. State law requires that these products contain no more than 0.3% of any THC total, no more than five milligrams of THC per serving, and no more than 50 milligrams of THC per package. The law prohibits the sale of edible THC products to anyone under the age of 21 and contains several requirements regarding labeling and packaging.

Ordinance Requirements:

The THC ordinance and licensing requirements include regulations from State law and City code including:

- Businesses must have a license approved by the city council to sell THC products effective March 1, 2023.
- Customers must be 21 years old to purchase THC products, and it is a petty misdemeanor violation for anyone under 21 to possess licensed products.
- Customers must provide a valid government issued photo identification for purchase upon request.
- Products must be located behind a counter or in a locked case requiring store employees to access.
- License applicants must pass a background check prior to license approval.
- Compliance checks and business inspections are required to ensure compliance with regulations.
- Annual license fee of \$1,000 and background check fee of \$500

- The total number of THC licenses allowed in the city is 45. Each of the three city council districts (west, central, east) can have a maximum of 15.
- THC licenses are allowed in all retail areas except within 300 feet of a school.
- Businesses selling THC beverages on-sale must also have an on-sale intoxicating liquor license.
- Penalties for violations and appeal processes are comparable to tobacco compliance processes.
- Businesses selling THC edibles must have registered with the State by October 1, 2023.
- In 2025 the licensing of THC edibles will be handled by the State and the City will likely have a registration process with number and location restrictions. Ordinance discussions with the City Council will occur in 2024.

THC Business Locations:

Business Name	Location	Council District			
			West	Central	East
A&J Tobacco	8058 Brooklyn Blvd	West	X		
Boone Tobacco	6284 Boone Ave	West	X		
BP Smoke Shop	7654 Brooklyn Blvd	East			X
Cellar's Wine & Spirits	7944 Brooklyn Blvd	West	X		
E-Vapor and Tobacco	4658 85 th Ave	Central		X	
Good Zen	8509 Jefferson Ln	West	X		
Ike's Wine & Spirits	9682 Colorado Ln	West	X		
Love is an Ingredient	6276A Boone Ave	West	X		
Love is an Ingredient	8505 Jefferson Ln	West	X		
Neighborhood Gas and Tobacco	7416 Brooklyn Blvd	East			X
New Superette	6290 Boone Ave	West	X		
Speedy Market & Tobacco	7401 Regent Ave	East			X
Winner Gas	1500 Brookdale Dr	East			X
Cub Liquor	7555 W Broadway	West	X		
Tobacco Plus	1436 - 85 th Ave	East			X
Tobacco for Less	9334 Zane	Central		X	
A1 Smokes and Vapes	3015 85 th Ave	East			X
Pixie Liquor	1512 Brookdale Dr	East			X
Palmer Lake VFW	2817 Brookdale Drive	East			X
E-Cig Market	8413 West Broadway	West	X		
Fast N Fresh	6321 Zane Ave N	West	X		
Up North Liquor (New License)	9570 Noble Pkwy N	Central		X	
		Totals	11	3	8

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: THC License fee totaling \$1,000 will be added to the general fund.

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	2	Presented By:	Chief Mark Bruley
Item:	Renewal of Cornerstone Agreement for Domestic Violence Services		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ TO RENEW AN AGREEMENT WITH CORNERSTONE TO PROVIDE VICTIMS AND FAMILIES EXPERIENCING DOMESTIC VIOLENCE WITH ADVOCACY SERVICES.

Overview:

The Brooklyn Park Police Department seeks to serve the community with humanity through effective partnerships and enforcement that provides residents of, and visitors to, Brooklyn Park a sense of security for their persons and property. By working together on a united front with our professional partners and the community, we are most effective in our mission; and by valuing our diversity, we provide courteous, impartial service with dignity and honor.

The Brooklyn Park Police Department has a history of collaborating with a variety of justice system and community organizations for the purpose of improving capacity for law enforcement and for building community. The partnership with Cornerstone has expanded domestic violence advocacy services to provide a coordinated community response to incidents of domestic violence and greatly enhance the level of service victims receive.

Cornerstone was founded in 1983 and has a long-standing history of positive working relationships with law enforcement, prosecution, and families. Cornerstone offers a variety of services to all victims of domestic violence, including emergency shelter; supportive housing; advocacy in family, civil, and criminal court; educational workshops; therapeutic services; Children & Families Program services; and individual and group support.

In March of 2012, Cornerstone began serving victims of domestic violence from Brooklyn Park with a full-time advocate based out of the Police Department. The arrangement greatly increased the communication between police staff and advocates allowing for more effective service for the victims and their families. The arrangement also greatly increased the accessibility to community-based advocacy for victims with limited transportation. In December of 2013, Cornerstone assigned a second advocate to the Police Department to better meet the needs of the community.

Cornerstone will continue to provide a community-based response by providing advocates working out of the Police Department. The advocates will continue to work in cooperation with the Police Department and City Attorney's Office on case follow up, victim services, officer in-service trainings and review of system responses.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

Cornerstone will invoice the Police Department \$16,250 on a quarterly basis. This is within the amount of the 2024 budget for domestic violence advocacy services, which has been budgeted at \$65,000 annually. This agreement will be for a period of one year, effective January 1, 2024 through December 31, 2024.

Attachments:

- 4.5A RESOLUTION
- 4.5B AGREEMENT

RESOLUTION #2024-

RESOLUTION TO RENEW AN AGREEMENT WITH CORNERSTONE
TO PROVIDE VICTIMS AND FAMILIES EXPERIENCING DOMESTIC VIOLENCE
WITH ADVOCACY SERVICES

WHEREAS, the Brooklyn Park Police Department seeks to serve the community with humanity through effective partnerships and enforcement that provides residents of, and visitors to, Brooklyn Park a sense of security for their persons and property; and

WHEREAS, the Brooklyn Park Police Department has a history of collaborating with a variety of justice system and community organizations for the purpose of improving capacity for law enforcement and for building community; and

WHEREAS, Cornerstone was founded in 1983 and has a long-standing history of positive working relationships with law enforcement, prosecution and families; and

WHEREAS, Brooklyn Park's collaboration with Cornerstone has built upon the community efficacy to serve victims of domestic violence with advocacy services and increase the conviction rate of offenders; and

WHEREAS, the Cornerstone advocates will continue to be based out of the Police Department, a central and accessible location to domestic violence victims and their families; and

WHEREAS, the parties desire to enter into an agreement which sets forth the terms by which Cornerstone will perform domestic violence advocacy services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to renew a 12-month agreement with Cornerstone to continue to provide victims and families experiencing domestic violence with advocacy services.



CORNERSTONE
REBUILDING LIVES, RESTORING HOPE

PROFESSIONAL SERVICES AGREEMENT
WITH CORNERSTONE ADVOCACY SERVICE

This Professional Services Agreement (“Agreement”) is made effective as of the 1st day of January 2024 by and between the City of Brooklyn Park, a Minnesota municipal corporation (the “City”) and Cornerstone Advocacy Service, a Minnesota non-profit corporation (“Provider”).

WHEREAS, the Provider is a Minnesota non-profit corporation focused on community-based domestic violence legal advocacy, support, training, and intervention services for incidents arising in the suburban area of Hennepin County, which includes Brooklyn Park, Minnesota;

WHEREAS, the Provider represents that it has the requisite skills to assist City employees, officials, contractors, and agents responding to specific domestic violence cases and to assist City employees, officials, contractors, and agents and policy makers in evaluating the City’s collective response to domestic violence in the City by providing criminal justice advocacy and liaison services; training on Domestic and Sexual Violence topics and best practices; and civil and criminal justice systems information, safety planning, and court accompaniment to the City’s residents (“Professional Services”);

WHEREAS, the City believes that the provision of Provider’s Professional Services to City residents promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Provider, and the Provider desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

AGREEMENT

1. TERM

The term of this Agreement shall be from January 1, 2024, through December 31, 2024 regardless of the dates of execution, unless terminated earlier as provided herein.

2. SERVICES

Provider agrees to provide professional services to the City as described on the attached Exhibit A (“Professional Services”). The Provider shall provide the required personnel and related support services and supplies to effectively and efficiently provide its Professional Services, including but not limited to a designated advocate(s) that maintains regular office hours at an office located at the City’s Police Department or as otherwise agreed upon between the parties. The City agrees to cooperate with the Provider as deemed appropriate by the City’s Chief of Police to ensure the timely provision of Provider’s Professional Services. Recipients of Provider’s Professional Services shall not be financially charged. Would-be recipients of Provider’s Professional Services may decline Provider’s services.

The Provider will follow the advocacy service plan as provided in Exhibit A when delivering services. The service plan will be reviewed annually with a representative from the Provider and the Police Chief’s designee to ensure that the service plan meets the needs of the City and the recipients of the service.

3. TRAINING

Training on domestic and sexual violence and best practices may be provided by the Provider as a part of its Professional Services. The topics, duration, and frequency of said

training shall be as mutually agreed upon between the parties. As deemed appropriate by the City Manager or the City Manager's designee and on an as needed basis, the City will make its personnel available for training in furtherance of the aims and procedures of Provider's Professional Services.

4. PAYMENT

Upon receipt of a quarterly invoice for \$16,250.00 from the Provider and so long as the Provider is providing its Professional Services to the satisfaction of the City, the City will issue payment to the Provider. The City agrees to pay the Provider up to \$65,000.00 for its Professional Services rendered during the term of this Agreement.

5. RECORDS

The Provider shall maintain such records as are necessary to ensure that the Professional Services are provided as represented by the Provider. The records remain the Provider's property. The Provider will maintain the records in a manner that ensures confidentiality to service recipients as required by law, regulation and grant compliance requirements. The Provider will disclose identifying information for service recipients to the City or a third party only if required by law or regulation. In the event that identifying information is disclosed, the City and third parties as applicable will take all appropriate measures to prevent unnecessary dissemination of identifying information beyond those parties and agencies that require said information to effectuate services for service recipients. All reports provided to the Provider shall be securely maintained in locked file drawers or a locked room. It is Provider's policy to dispose of all reports seven years after the initial complaint when there are no further incidents involving that offender and such shredding may occur either in-house or by a commercial shredding company.

6. EXCHANGE OF INFORMATION

Upon the Provider's request, the City agrees to provide the Provider with access to the following domestic violence related information, subject to the requirements of Minnesota Statutes, Section 13.83, subdivision 5; Section 629.341, subdivision 4; and any other applicable local, state, or federal law, rule, or regulation: (A) copies of misdemeanor, gross misdemeanor and felony arrest reports and citations; and (B) copies of investigative reports. The Provider acknowledges that the City may withhold information, data, or reports when the release of such information could compromise an ongoing criminal or civil investigation, when it contains information regarding child sexual abuse or juvenile offenders, or when dissemination is prohibited by law or regulation. The Provider agrees that it will not distribute City Police Department reports

to any third party, except the following: Brooklyn Park Attorney's Office, Hennepin County Attorney's Office, and Hennepin County Probation Office. The Provider further agrees that it will not provide copies of City Police Department reports to victims or offenders and will refer any individual or entity that requests such information to the City Police Department. The Provider agrees that it will not attach a City Police Department report to an Order for Protection. The Provider's use of City Police Department reports for training or technical assistance must be pre-approved in writing by the City's Chief of Police (or designee), except that Provider may use City Police Department reports to train advocates that will be assigned to work with Brooklyn Park cases. The Provider's usage of such reports must be consistent with the requirements of any applicable local, state, or federal law, rule, or regulation.

7. DISCRIMINATION

The Provider agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

8. TERMINATION

This Agreement may be terminated by either party at any time with or without cause, upon forty five days written notice as provided in paragraph 14 herein. In that case, City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement before the termination date.

9. CONFLICTS OF INTEREST

The Provider shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Provider shall follow the current plan as articulated in the current Advocacy Service Plan. Changes to the plan will be agreed on by each party and will be reviewed annually. It is the intent of the Provider to refrain from handling matters for any other person or entity that may pose a conflict of interest or may not be in the best interests of the City.

10. UNSPECIFIED SERVICE

The City will honor no claim for services not specified in this Agreement.

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the United States Postal Service, postage prepaid. Notices by fax or email alone are not sufficient. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

15. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, nor shall be construed, to create the relationship of partners or employer/employee between the parties. The Provider, its officers, agents, employees, and volunteers are, and shall remain for all purposes and services under this Agreement, independent contractors.

16. INSURANCE

The Provider shall maintain the following insurance coverage during the term of this Agreement:

- a. Worker's Compensation Insurance as set forth in Exhibit B; and
- b. Professional, automobile, general liability and property insurance in amounts as set forth in Exhibit B and in forms satisfactory to the City; and the Provider shall list the City as an additional insured on all such policies.

17. INDEMNIFICATION

The Provider does hereby, for itself and its successors and assigns, release and agree to defend, indemnify and hold the City harmless from all Loss or Damage in any manner, directly or indirectly arising out of, resulting from, or in any manner connected with this Agreement, the provision of facilities, programs and services pursuant to this Agreement. The term "Loss or Damage" as used herein means all losses, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements of counsel and costs of investigation), liabilities, damages, debts, fees, fines, penalties, charges, assessments, judgments, liens, settlements, claims, demands, rights, actions, suits, causes of action, and proceedings, and other obligations of any nature whatsoever and of any person whomsoever, including for death or injury to any person (including the parties and their employees, agents, and contractors) and including damage to property owned by, leased, rented to, or in the care, custody, or control of the parties and including damage to the environment or natural resources. The indemnity obligations contained in this paragraph shall survive termination of this Agreement. Nothing in this Section shall be construed

as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.

18. DATA PRACTICES ACT COMPLIANCE

Data and information provided to Provider under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

19. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City of Brooklyn Park and Cornerstone Advocacy Service have executed this Professional Services Agreement effective as of the date first written above.

CITY OF BROOKLYN PARK

By _____

Hollies Winston, Mayor

By _____

Jay Stroebel, City Manager

CORNERSTONE ADVOCACY SERVICE

By _____

Artika Roller, Executive Director

EXHIBIT A

Advocacy Service Plan

Cornerstone services will be available to the following individuals: intimate partners, parties who reside together with a current or past intimate relationship, child-in-common, ex-intimate partner, immediate family (parent/child or siblings) who reside together, and family members where residency has been established. *Cornerstone reserves the right to discretion on how to handle cases.*

Cornerstone will not assist in group home matters, roommates with no past intimate relationship or familial connection, adult siblings that do not reside together, or distant relations that do not have established residency.

Conflict Cases

There will be no conflict cases for DV Coordinator. Advocate will email DV Coordinator cases that are conflicts for Cornerstone. DV Coordinator will refer victim to DASC for services.

Unable to Provide Advocacy Services

Should Cornerstone find that they cannot fulfill any of the below services, it is up to the advocate to refer the victim to appropriate services that can assist.

While all services will be provided by Cornerstone, duties are listed in descending order of importance.

Safety Planning and/or Advocacy Services

for BP residents or victims of charged criminal cases

- Return or make the following calls:
 - Residents who have asked officers for advocacy services
 - Residents whom the DV Coordinator has flagged as requesting services either through a phone call to the DV Coordinator or a request in a police report but no original referral made from officer
 - Residents whom have requested services through the MH unit
 - Be available during normal business hours for
 - Calls from the MH Unit who are on the scene with an individual requesting to speak with an advocate
 - Walk ins to the BPPD who are requesting to speak with an advocate.
 - These interactions will address the following, but are not limited to,
 - Immediate safety concerns
 - Long term safety concerns
 - Provide potential options such as OFPs/HROs, criminal and civil court processes, exit plans, shelters, extra patrol, breaking lease, Safe at Home, connection to community resources.
-

Order for Protections/HROs

for BP residents or victims in charged criminal cases

- Screen for eligibility of protective orders and explore alternatives based on victims needs
- Draft protective orders
- Assist in filing protective orders
- Prepare victim for civil court hearings
- Attend any court proceedings when requested by the victim
- Communicate with civil court professionals with or on behalf of petitioner
- Assist in any follow-up orders (amendments, contempt, dismissal, extension, subsequent order)

Interventions

- BPPD officers can call Cornerstone's 24 hour crisis line on scene with victims based on the officer's assessment of victim's immediate safety needs.
- The shelter advocate will call the victim as soon as possible following receipt of intervention information. If the intervention call is received by the shelter advocate between the hours of 12am-5am, the shelter advocate will make a call to the victim the following morning.
- BPPD will send completed police reports within 4 hours of an incident to intervention@cornerstonemn.org and policereports@cornerstonemn.org
- BP Advocate will call the victim upon receiving intervention and/or police report, regardless of the level of the charge, the following business day to provide supportive services including, but not limited to, safety planning, protective orders, shelter, community resources, and criminal/civil court process.

Criminal Court

for victims in charged criminal cases

- BP Advocate will call the victim before the in custody hearing to explain differences between DANCO/NCO/OFP/HRO, discuss criminal court process and offer ongoing support along with advising the victim of the DV Coordinators role in the criminal court process. BP Advocate will gather input for INC hearing (release conditions, safety concerns, input on contact restrictions) and provide a log by email to prosecution and DV Coordinator.
- For Misd. and GM cases, DV Coordinator will provide court input for the following hearings: arraignment, pre-trial, settlement conference, and jury trial.
- For Misd. and GM cases, DV Coordinator will call a victim after every court proceeding listed above and provide an update as to what occurred at the hearing.
- DV Coordinator will continue to provide all input for restorative court cases to prosecution and MH Unit.

- DV Coordinator will advise victim of crime victim rights, discuss plea offers, provide information about restitution and reparations, assist with victim impact statements, and expungements.
- DV Coordinator will advise victims of services offered by Cornerstone. If requested, DV Coordinator will refer victim to Cornerstone to provide services.
- BP Advocate will do a check-in call with the victim in advance of a settlement conference hearing.
- BP Advocate will be on call to either speak to a victim over the phone or at the courthouse for Brooklyn Park court dates.
- BP Advocate will be available to attend hearings and/or jury trials with victims upon their request.
- When victim calls prosecution with disagreement on charging decision prosecution will email the advocate to follow up with victim to provide support.
- BP Advocate will reach out to prosecution when a victim is requesting charging decision updates.

Community Outreach

- Advocates will spend time connecting with community agencies to strengthen connections with the community in an attempt to provide better referrals and increase access to community supports for victims.

Training

- BP Advocate will provide training to new officers around advocacy, how the partnership works and best practices for working with victims.
- Advocates will attend periodic in-service training for the police officers to provide information about trends and update officers about services advocates are providing. This could include the coordination of outside professionals coming in to provide training on larger topics (i.e. strangulation, trauma informed interviewing, digital abuse, etc.)
- Advocates will spend time connecting with officers through roll calls and ride alongs to further the advocate's understanding of officers roles and strengthen officers understanding of advocacy services.

EXHIBIT B

Insurance Requirements

General Liability:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury/Advertising Injury

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

\$100,000 Damage to Rented Premises

\$5,000 Medical Payments (optional)

Auto Liability:

\$1,000,000 Combined Single Limit – Bodily Injury & Property Damage

\$1,000,000 Hired & Non-Owned Auto Liability

Workers' Compensation:

\$100,000 Each Accident

\$500,000 Policy Limit

\$100,000 Each Disease

Statutory Limits Apply

Umbrella/Excess Liability:

\$1,000,000 Each Occurrence and Annual Aggregate

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Relating to Council/Staff Responsibilities		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ RELATING TO COUNCIL/STAFF RESPONSIBILITIES.

Overview:

This resolution is reviewed annually by the City Council.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.6A RESOLUTION

RESOLUTION #2024-

RESOLUTION RELATING TO
COUNCIL/STAFF RESPONSIBILITIES

WHEREAS, the City Council is composed of seven people whom have other full-time occupations and responsibilities; and

WHEREAS, the people who serve on this Council must depend on the city's staff to provide them with a large amount of background information, data, and expertise to aid the City Council in determining issues, developing policy, and administering the Council's responsibilities in a fair and impartial manner; and

WHEREAS, a revised Elected Officials Rules of Procedure and Code of Conduct Manual was approved by the Council on October 23, 2017 that includes Council conduct with staff; and

WHEREAS, the City attempts to hire and employ people who can and will provide the best advice possible to the Council and who can and will serve the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

1. The City Manager and staff are directed to develop and transmit to this Council background information and data based upon their experience and best judgment and are further directed to be honest and candid in developing and transmitting said information, keeping in mind that their sole purpose is to serve the public interest.
2. This Council pledges that no staff member shall suffer recrimination for acting in an honest and candid manner in protecting and promoting the public interest.
3. This Council further states to its staff that the Council will carry out its responsibilities in the decision process as established by federal, state and local statutes, ordinances and the City Charter and will do so in a fair and impartial manner. Any city employee, elected or appointed, who is found to have transmitted to this Council information designed to promote their own financial interest or the financial interest of a friend contrary to the City Charter or other state statutes will be censored and prosecuted in accordance with the laws of this state and this city.
4. The simple intent of this resolution is to remind each of us, Council and staff, that we are here to serve the public interest and not to promote or serve individual interests. In carrying forth this purpose, we, Council and staff, are dependent upon each other and must be in a position to be open, candid and honest with each other in transacting the city's business.
5. This resolution shall be kept on file in the City Clerk's office and shall be returned to the new City Council for consideration at the first official meeting each year.
6. A copy shall be posted on employee bulletin boards for a two-week period following its adoption.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Relating to Business Expenses of the City Council		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ RELATING TO BUSINESS EXPENSES OF THE CITY COUNCIL.

Overview:

The sole purpose of this resolution is to inform that unreimbursed out-of-pocket expenses incurred by Council members as part of their duties are lawful business expenses for federal and state income tax purposes.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.7A RESOLUTION

RESOLUTION #2024-

RESOLUTION RELATING TO BUSINESS EXPENSES OF THE CITY COUNCIL

WHEREAS, members of the City Council are paid a salary each month in accordance with the terms of the City Charter and City Code; and

WHEREAS, it has been and it is the policy of this Council that other business expenses are not reimbursed unless the activity is specifically directed and approved by the Council as a body; and

WHEREAS, the City of Brooklyn Park is a large, growing suburban community and has numerous challenges, which require Council Members to travel with their personal cars and to use their personal finances to pay these business expenses; and

WHEREAS, members of the City Council are frequently required to meet with persons interested in locating industry, persons who have problems that relate to the City which require attention from the members of the Council, and all of these expenses have been paid for by the individual members of the Council; and

WHEREAS, it is deemed necessary to act as a corporate body to memorialize that these types of unreimbursed out-of-pocket expenses incurred by the Mayor and City Council Members are lawful business expenses for federal and state income tax purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

1. Out-of-pocket expenses incurred by the Mayor and City Council Members as part of their duties as Mayor and City Council Members are not reimbursed by the City unless so authorized and directed by the Council.
2. The Mayor and members of the City Council are expected, as part of their duties, to travel throughout the community to meet with residents, developers, or persons interested in locating in the community and to meet with members of the staff or officials of other communities or agencies to promote the general welfare of the City of Brooklyn Park. The out-of-pocket expenses incurred by Council Members in carrying out these official duties are lawful business expenses for federal and state income tax purposes.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Resolution Authorizing Supplemental Compensation for Mayor and Council Members who Attend Approved Municipal Functions		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS.

Overview:

The Council takes action to approve Council Members to attend certain municipal professional development functions during the year. Council Members are eligible for \$50 supplemental compensation per day.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The 2024 budget for conferences, schools and related travel is \$16,881 for the City Council. There is an additional \$3644 in the meeting expenses budget. Funds for this expense would be paid for out of these accounts:

6702	Conferences & Schools	\$11,320.00
6704	Travel & Lodging	\$5,561.00
6706	Meeting Expenses	\$3,851.00
		<u>\$20,732.00</u>

Attachments:

4.8A RESOLUTION

RESOLUTION #2024-

RESOLUTION AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL
MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS

WHEREAS, Section 30.01 of the City Code states:

The Mayor and/or Council Members are sometimes required to attend municipal functions or to take time from their regular employment to perform services beneficial to the City. Additional compensation may be paid to the Mayor or Council Members in those cases subject to the following conditions:

1. The activity and number of days for which a Council Member is to be engaged must be approved by the City Council prior to member's participation.
2. The Mayor and Council member will be paid \$50 per day as supplemental compensation for each day approved and for which the member is in attendance at the approved activity.

Historically, many Council members have elected to not receive the additional supplemental compensation, and therefore this supplemental compensation payment option will be made known to Council members but will be provided only upon request.

NOW, THEREFORE, BE IT RESOLVED that upon request, the Mayor and Council Members can receive supplemental compensation of \$50 per day, in addition to reimbursement for expenses incurred consistent with the City Travel for Council policy for approved professional development activities. If travel is required outside of Minnesota, an additional two days of supplemental compensation can be requested.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	January 22, 2024
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	2	Presented By:	Devin Montero
Item:	Resolution Establishing an Absentee Ballot Board and Appointing an Absentee Ballot Board and All Members Appointed to the Hennepin County Absentee Ballot Board to Act as the Brooklyn Park Absentee Ballot Board for the March 5, August 13, and November 5, 2024 Elections		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 5, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 13 PRIMARY AND NOVEMBER 5, 2024 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 5, AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS.

Overview:

In 2016, legislation was passed establishing a presidential nomination primary. The Presidential Nomination Primary was held on March 3, 2020. In 2024, the Presidential Nomination Primary will be held on March 5 with the regular Primary held on August 13 and General Election on November 5, 2024.

Minnesota State Statute 203B.121 Subdivision 1, requires a ballot board to be established by ordinance or resolution. The Board must consist of sufficient number of trained elections judges appointed by the Council.

The City of Brooklyn Park is a delegated city for absentee voting purposes and Hennepin County will complete the initial phase of the accepting and rejecting for all in-person (Brooklyn Park) absentee ballots received at the Hennepin County Government Center counter. In doing so, it provides the following benefits:

- All in-person absentee voters at Hennepin County will be reviewed within 24 hours or less and contacted immediately if there is a problem or issue.
- Relieves the County from sending, on a daily basis, ballots received for Brooklyn Park and then requiring the Brooklyn Park Ballot Board to accept and reject within 5 or 3 days.

Adopting the resolution establishes a Ballot Board, appoints ballot board judges and also allows members of the Hennepin County Absentee Ballot Board to act as the Brooklyn Park Absentee Ballot Board when reviewing in-person absentee ballots received at the Hennepin County Government Center counter.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.9A RESOLUTION
- 4.9B EXHIBIT A

RESOLUTION #2024-

RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD, APPOINTING ABSENTEE BALLOT BOARD JUDGES FOR THE MARCH 5, PRESIDENTIAL NOMINATION PRIMARY, AUGUST 13 PRIMARY AND NOVEMBER 5, 2024 GENERAL ELECTIONS AND APPOINT ALL MEMBERS APPOINTED AS THE HENNEPIN COUNTY ABSENTEE BALLOT BOARD TO ACT AS THE BROOKLYN PARK ABSENTEE BALLOT BOARD FOR THE MARCH 5, AUGUST 13 AND NOVEMBER 5, 2024 ELECTIONS

WHEREAS, Minnesota State Statute 203B.121, Subdivision 1, requires a ballot board to be established by ordinance or resolution; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the city of Brooklyn Park; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks trained in the processing and counting of absentee ballots.

NOW, THEREFORE, BE IT RESOLVED that the City of Brooklyn Park City Council hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy clerks to perform the task; and

BE IT FURTHER RESOLVED by the City Council of the City of Brooklyn Park that the absentee ballot board judges for the March 5, 2024, August 13, 2024, Primary and November 5, 2024 General Election be appointed as presented by the City Clerk, per Exhibit A attached hereto and made a part hereof and further authorizing the City Clerk to appoint additional judges if needed; and

BE IT FURTHER RESOLVED, by the City Council of the City of Brooklyn Park to appoint all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Hennepin County Elections Manager to act as the City of Brooklyn Park Absentee Ballot Board when reviewing in person absentee ballots received at the Hennepin County Government Center counter.

EXHIBIT A

Sharon Knutson
Carol Parks
Melody Bird
Barbara Leitner
Jennifer Gooden
Susan Hulbert
Jeri Shufelt
Scott Knutson
George Bonnell

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	January 22, 2024
Agenda Section:	Discussion Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Zach Kramka, Asst to the City Manager Josie Shardlow, Community Engagement Manager
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jay Stroebe, City Manager
Item:	Brooklyn Park Community Plan Steering Committee		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPOINT THE MAYOR, COMMUNITY LONG-RANGE IMPROVEMENT COMMISSION COUNCIL LIAISON, AND COUNCIL MEMBER _____ TO THE BROOKLYN PARK COMMUNITY PLAN STEERING COMMITTEE.

Overview:

Beginning in 2016, community engagement began to inform the development of the City of Brooklyn Park's strategic plan, *Brooklyn Park 2025*, and the City Council formally adopted this plan in 2017. The City's strategic plan/community plan sets the direction for the entire organization. Annual department work plans are used to ensure department work is aligned with *Brooklyn Park 2025* goals.

As 2025 approaches, now is the time to update the City's strategic plan. The update process will include providing an assessment to the community regarding the extent to which the goals identified in *Brooklyn Park 2025* have been achieved. A broad timeline contains robust community engagement in the spring and early summer, analysis of engagement themes and drafting of the new plan language in late summer and early fall, followed by City Council and community feedback of proposed language in the late fall. Adoption of the next community plan is proposed to take place by the end of the calendar year 2024.

Staff are recommending a steering committee structure to guide the development of the City's next strategic plan. A consultant will also be engaged to assist the steering committee with community engagement design and analysis of engagement themes. Proposed membership of the steering committee is identified below.

The proposed steering committee will guide the engagement process and help draft new goal language during five regularly scheduled Community Long-range Improvement Commission (CLIC) meetings throughout the spring and summer. Significant changes from the proposed committee structure may extend the overall project timeline.

Primary Issues/Alternatives to Consider:

Steering committee option #1

- CLIC
- Mayor, CLIC Council Liaison, and one additional Council Member
- Five to eight staff members
- Two youth representatives

Steering committee option #2

- Option #1 plus;
- One commissioner from each of the other commissions

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	8.2	Meeting Date:	January 22, 2024
Agenda Section:	Discussion Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jay Stroebel, City Manager
Item:	City Manager's Presentation on the Trade Mission to Japan		

City Manager's Proposed Action:

Presentation on Mayor Winston and City Manager Stroebel's trade mission to Japan in September 9-15, 2023

Overview:

In August 2023, the Mayor was invited to join Governor Walz's trade mission to Japan, underlining the significance of their role in fostering international business connections. Ahead of the mission, Mayor Winston and City Manager Stroebel engaged with key Japanese companies in Brooklyn Park, including Takeda, Olympus, and Kurita, in preparation for the upcoming diplomatic and business endeavors. Traveling as part of the Governor's delegation from September 9-15, 2023, the Mayor and City Manager successfully established crucial business connections in Japan, including meetings with members of the Honorary Consul-General of Japan in Chicago, Jun Yanagi.

Building on the momentum gained during the trade mission, Mayor Winston and City Manager Stroebel continued to strengthen the ties between Brooklyn Park and Japanese businesses. In December, they facilitated visits for Consul-General Jun Yanagi to Olympus and Takeda, further solidifying the business relationship between the City of Brooklyn Park and Japanese companies interested in conducting business within the city. The visits to Olympus and Takeda also included representatives from the Japan America Society of Minnesota and the Japan External Trade Organization. This series of engagements exemplifies the city's proactive approach to international collaboration and economic development.

Primary Issues/Alternatives to Consider: N/A

Attachments: N/A