

## REGULAR CITY COUNCIL MEETING – AGENDA #7

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

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

### ***Our Brooklyn Park 2025 Goals:***

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

## **I. ORGANIZATIONAL BUSINESS**

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

**2. PUBLIC COMMENT AND RESPONSE 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**

#### **3B.1** Charter Commission 2023 Annual Report and 2024 Work Plan Presentation

##### **A.** CHARTER COMMISSION 2023 ANNUAL REPORT

##### **B.** CHARTER COMMISSION 2024 WORK PLAN

## **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** Real Property Conveyance to the Minnesota Department of Transportation and the Brooklyn Park Economic Development Authority for the Highway 169/101st Avenue Interchange

##### **A.** ORDINANCE

##### **B.** RESOLUTION

##### **C.** LOCATION MAP

##### **D.** OVERALL PROJECT ACQUISITION PARCEL MAP

##### **E.** QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 4,5 &6)

##### **F.** QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 7-12)

##### **G.** QUIT CLAIM DEED (CITY TO EDA – PARCELS 5 AND 6)

##### **H.** QUIT CLAIM DEED (CITY TO EDA – PARCEL 8)

##### **I.** QUIT CLAIM DEED (CITY TO CITY – PARCEL 4)

- J. EDA RESOLUTION #2019-21 – PARCEL 5 PURCHASE
- K. EDA RESOLUTION #2020-4 – PARCELS 6 AND 8 PURCHASE
- L. PARCEL 4 SUBDIVISION FIGURE
- M. PARCEL 5 SUBDIVISION FIGURE
- N. PARCEL 6 SUBDIVISION FIGURE
- O. PARCEL 8 SUBDIVISION FIGURE
- 4.2 Approve Proposed Use of Fiscal Year 2024/ 2025 Urban Hennepin County Community Development Block Grant Program Funds and Authorize Execution of Subrecipient Agreement with Hennepin County and any Third-Party Agreements
  - A. RESOLUTION
  - B. HOME REHABILITATION AND EMERGENCY DEFERRED LOAN PROGRAM – 2024
  - C. ENVIRONMENTAL HEALTH PROGRAM – 2024
  - D. ZANEWOOD TEEN CENTER FACILITY – 2024
- 4.3 Development Bond and Escrow Reductions/Releases
- 4.4 Contract with Hennepin County for the Continued Funding of the Joint Community Police Partnership
  - A. RESOLUTION
  - B. AGREEMENT
- 4.5 Approve a Subgrant Agreement with Hennepin County for Justice Assistance Grant (JAG) Funding
  - A. RESOLUTION
  - B. AGREEMENT
- 4.6 Metropolitan Council Joint Powers Agreement for Mutual Aid and Emergency Assistance with Law Enforcement Services
  - A. RESOLUTION
  - B. AGREEMENT
- 4.7 Internet Crimes Against Children JPA
  - A. RESOLUTION
  - B. AGREEMENT
- 4.8 Approve a Joint Powers Agreement with Hennepin County for the Police Community Health Unit
  - A. RESOLUTION
  - B. AGREEMENT
- 4.9 Bureau of Criminal Apprehension Violent Crime Reduction Unit Joint Powers Agreement
  - A. RESOLUTION
  - B. AGREEMENT
- 4.10 Request by Councilmember Morson to Travel to and Attend the National League of Cities Congressional City Conference from March 10-14, 2024
  - A. TRAVEL POLICY

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

**5. PUBLIC HEARINGS**

- 5.1 Approve an On-Sale Wine License and 3.2 Malt Liquor License for Taishan Brothers Inc. dba House of Kirin Chinese Restaurant, Located at 8600 Edinburgh Centre Drive North
  - A. LIQUOR LICENSE LIST
- 5.2 Public Hearing - Charter Amendment to Section 4.03
  - A. ORDINANCE

**6. LAND USE ACTIONS**

None.

**7. GENERAL ACTION ITEMS**

- 7.1 Racial Equity Principles Discussion
  - A. UPDATED RACIAL EQUITY PRINCIPLES – Final

**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**

None.

**IV. VERBAL REPORTS AND ANNOUNCEMENTS**

**9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

**9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS**

**V. WORK SESSION – Recess to Room A203**

**10.1** Human Rights Commission Recommendation Letter

**A.** CEASEFIRE HUMAN RIGHTS COMMISSION RECOMMENDATION LETTER

**B.** CEASEFIRE RESOLUTION LETTER

**VI. 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

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Dennis Secara, Charter Commission Chair
<b>Item:</b>	Charter Commission 2023 Annual Report and 2024 Work Plan Presentation		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT THE CHARTER COMMISSION 2023 WORK PLAN.

## Overview:

Charter Commission Chair Dennis Secara will present the 2023 Charter Commission Annual Report and 2024 Work Plan.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

3B.1A CHARTER COMMISSION 2023 ANNUAL REPORT  
3B.1B CHARTER COMMISSION 2024 WORK PLAN

## BROOKLYN PARK CHARTER COMMISSION 2023 Annual Report

### MEETINGS

- The Charter Commission held monthly meetings in **January 11, February 8, March 8, May 10, September 13, October 11** and **November 8, and December 11**. The June 14, July 12, and August 8 meetings were canceled. A quorum was not present for the April 11 meeting.
- In **January**, the election of Officers took place. Chair Dennis Secara was re-elected to the position of **Chair**. Due to the absences of the other officers, the Commissioners tabled the election of First Vice Chair, Second Vice Chair, and Secretary/Treasurer until the next meeting.
- In February, the election of Officers took place. Commissioner Amy Hanson was elected as Secretary/Treasurer and First Vice Chair Barbara Bor was re-elected as First Vice Chair. The commissioners tabled the election of Second Vice Chair until the next meeting.
- In March, Second Vice Chair Susan Maberera was re-elected as Second Vice Chair.

### CHARTER ACTION ITEMS IN 2023

#### *City Manager's Population Report*

At the **May 10, 2023**, Charter Commission meeting, the Commissioner reviewed the City Manager's Population Report to determine if a redistricting recommendation was needed to correct boundaries or balance the population. The commissioner reviewed the populations in each and district and a deviations percentage chart. It was the consensus of the Commissioners to wait on further data from the Metropolitan Council.

At the **September 13, 2023**, Charter Commission meeting, the commissioners discussed a memo from GIS and Data Analysis Coordinator, a deviation percentage chart, and the Metropolitan Council Population Estimates letter. The Commissioners unanimously voted to not redistrict the district boundaries as the deviation percentages were under 5% and to use the City Manager's Population report as the final data.

#### *Section 7.07-Public Purpose Expenditures - Events*

At the **July 31, 2023**, Council Work Session, staff shared with the council they had seen an increase in participation at one-day, smaller scale community events like concerts, movies in the park and Brooklyn Park Night Out, and were receiving requests to increase the number of these type of family-oriented events. Events continued to build upon this direction until the pandemic. Following the pandemic, several events were modified or needed to be recreated from scratch after one or two years without being held.

Staff engaged a Community Events Task Force to help with the 2022 events calendar. The Task Force developed the following parameters they would like to see implemented in events:

- Increase opportunities to gather and create shared sense of community.

- Use performances and food to authentically celebrate different cultures of Brooklyn Park at events.
- Collaborate with community groups in city-wide events.

Staff began planning for the 2024 and were seeking input from the Council on possible changes for event offerings and discussion about the resources needed to provide expanded events.

The City Attorney's recommendation for the Council was to consider amending the City Charter to include a statement allowing the use of City funds for certain events and believed there could be a benefit to adding a statement with more specificity. It was the consensus of the Council to forward the issue to the Charter Commission for a recommendation.

At the **September 13, 2023**, Charter Commission meeting, Chair Secara presented the issue to the Commissioners for discussion. He stated the current wording in the Charter did not authorize the City to use funds for such events. After discussions, it was the consensus of the Commissioners for the city attorney to provide a proposed amendment to Charter Section 7.07.

At the **October 11, 2023**, Charter Commission meeting, the Commissioners discussed the city attorney's proposed amendment language to Charter Section 7.07 related to community events. The commissioners felt that "community events" in the proposed language would cover the cultural events, festivals, and celebrations. The Charter Commission voted unanimously to recommend the amendment to Chapter 7, Section 7.07, to the City Council for approval.

#### SECTION 7.07 PUBLIC PURPOSE EXPENDITURES

*The City Council shall establish a Public Purpose Expenditure Policy, which shall be drafted by the City Manager and reviewed and approved by the City Council annually. In establishing, reviewing, and approving the Policy, the City Council shall consider whether the expenditures to be authorized by the Policy: 1) benefits the community as a whole; 2) are directly related to governmental functions; and, 3) primarily benefit the public interest, not a private interest. In establishing, reviewing, and approving the Policy, the City Council shall consider the opinion of the City Attorney and statewide sources of authority, which may include judicial determinations, state Attorney General opinions, and findings of the Office of the State Auditor.*

*The City Council may provide in the Public Purpose Expenditure Policy that public funds may be expended to establish, implement, and operate an employee recognition program and an employee preventive health and wellness program for city employees. The nature and scope of any such programs must be set forth in the Public Purpose Expenditure Policy.*

*The City Council may provide in the Public Purpose Expenditure Policy that public funds may be expended for community events.*

*Note: The public hearing and First Reading of the ordinance amending Section 7.07 was held on November 27, 2023. On December 11, 2023, the Second Reading of the ordinance was approved by the Council. The ordinance becomes effective on March 19, 2024.*

### Section 2.06, Council Vacancies

At the **July 31, 2023**, Council Work Session, the Mayor, and Council Members held discussions on council vacancies related to how long the seats were vacant and expense and amending the city charter. Options discussed were appointment until the next election, a candidate declared winner at a special primary with over 50% of the votes, if not continue with the special election, and using ranked choice voting for the special election. It was the consensus of the Council to

forward the issue to the Charter Commission for a recommendation.

At the **September 13, 2023**, Charter Commission meeting, the commissioners held discussions on the issue and options. They also reviewed what other charter cities did with council vacancies. It was the consensus of the Commissioners to have the city attorney provide options related to the council vacancies and proposed amendment to Charter Section 4.03.

At the **October 11, 2023**, Charter Commission meeting, the Commissioners continued their discussions regarding the council vacancies with Kennedy and Graven Attorney Siobhan Tolar, and discussed the City Attorney's email regarding options that would reduce the amount of time that a vacancy occurred in the City Council. The commissioners discussed potential options, appoint first and have a special election without a primary; if a candidate receives 50% or more of the votes at a special primary, the candidate is declared the winner and a special election is not required; or appoint until the next regular election and eliminate the primary. The commissioners also asked the city attorney to provide amendment language based on those options.

At the **November 8, 2023** meeting, the Commissioners continued their discussions with Attorney Tolar and reviewed the City Attorney's email regarding proposed Charter amendment options. The Commissioners decided against appointments for vacancies over 365 days and decided to hold special elections at the earliest allowed date following the vacancy declaration. The Commission asked the attorneys to draft amendment language reflecting two circumstances: (1) a "winner-take-all" primary for a vacancy where 3 or more candidates ran for office, and (2) maintain the existing special election process if only two candidates ran for office.

At the **December 13, 2023** meeting, Attorney Tolar presented an amendment to Section 4.03 for review and discussion by the Commissioners. After lengthy discussions, the Commissioners amended the proposed amendment to Section 4.03 relating to eligible voters.

The Commissioners voted on a motion made and passed (5 to 1) to recommend to the City Council for approval, the amendment to Chapter 4, Section 4.03.

#### **SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS**

*The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.*

*If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.*

*Note: On January 8, 2024, the Council set the public hearing and first reading of the ordinance amending Section 4.03 for February 12, 2024.*

## CHARTER PROVISIONS AND ISSUES DISCUSSED IN 2023

### *City Charter Appendix*

At the **December 14, 2022**, meeting, sections of the Charter were presented and identified as being redundant or out of date and proposed an appendix to the city charter. Discussions were held on some sections not being able to be moved to an appendix because it was still current, such as Section 4.02, had language about elections, timing and date. Discussions were also held if the appendix would require a charter ordinance. Chair Secara sent a draft to the city attorney for review and for his opinion if the addition of an appendix needed an ordinance.

At the **January 11, 2023**, meeting, discussions were held on the proposed appendix to the city charter. The city charter contained the history of ordinances shown in each section but did not say what the amendment was; an ordinance would be required to add an appendix to the charter; other charter cities having an appendix; having a convenient place for someone to go to look at all of the changes to the city charter; Brooklyn Center having a chronological list compared to Brooklyn Park having it chronologically by date in each section; if all of the ordinances were digitized; moving irrelevant sections out of the charter to the appendix; what the goal was since there was a listing of amendment changes to each section; an appendix would make the charter clearer and people would know why a section was taken out and put in the appendix; the staff liaison maintaining a running list of charter amendments to each section of the charter; adding an appendix with the documentation to each section would make the city charter larger than it was; to move obsolete sections of the charter to an appendix; digitizing the city charter; the way the charter history was laid out in each section was the exact way done by the city code when it was amended.

A motion was made to table the discussion until the next meeting so the commissioners could review other appendixes from other charter cities, review the ordinance list maintained by the city clerk and add it to the work plan. The motion failed.

At the **May 10, 2023**, meeting, Staff Liaison Montero, provided copies of the city charter amendments list and he posted the list on the Charter Commission's webpage.

Chair Secara stated the list addressed the issue of the appendix or addendum to the Charter, as it was similar information. He stated any changes to the Charter amendment list would be updated for reference. He stated it was a nice reference guide and did not have to go through the process of drafting an ordinance to amend the Charter to place the amendments list in it when it was already posted on the website. He stated it saved the Commission and Council a lot of effort and made it easier to understand if someone wanted to look at that ordinance and could request it to the city clerk.

### *City Charter By-Laws – Charter Amendment Process*

At the **February 8, 2023**, meeting, the commissioners held discussions on the process on how proposed amendments were sent to the charter commission and adding a section to the By-laws with guidelines and a process for citizens, council or council members when submitting proposed



amendments.

At the **March 8, 2023**, meeting, the commissioners held discussions on clarifying the process for accepting and considering charter amendments and adding the process to the By-Laws. Minnesota statute 410.12 provided ways the city charter could be amended. A suggested was made to add the Statute to the Charter Commissions webpage.

The staff liaison presented a draft chart and categories for charter amendments proposed by-Charter Commissioners, residents, council member and council directed. Discussions were held on adding a step for subcommittees and consulting the city attorney; amending the By-laws to include Item #16 with Item 16a-Resident, 16b-Charter Commission, 16c-Council Member, 16d-Council Directed. After further discussions, the consensus of the commissioners was to change Item 16 to include, 16a-Charter Commission Directed, 16b-Council Initiated, 16c-Resident Initiated. Discussions were held on the process for individual council members submitting proposed amendments and having the council go through the “resident” process and that council member should also bring that proposal to the council and the staff liaison providing the draft to the commissioners to review and provide edits or changes for the next meeting.

At the **May 10, 2023**, meeting, the commissioners reviewed a draft chart on the process for accepting and considering charter amendments, relating to Charter Commission directed, council initiated and resident initiated; earlier versions of the charter had “council member initiated” and the consensus was to remove it as a consideration; on the “Council Directed” that it would have approval by consensus so it was clarified the proposal was coming from the council as a body. The commissioners would review the proposed addition to the By-laws at the next meeting.

At the **September 13, 2023**, meeting, the commissioners reviewed and updated draft process table and flow charts of the process. The consensus of commissioners was to set aside the flow chart and column table for a future discussion. Chair Secara presented a draft of the By-laws with the addition Item #16.

*16. City Charter Amendment Process. The Charter Commission shall give equal weight and appropriate consideration to all proposed amendments to the City's Charter.*

*16a. Proposals originating from either the city council, or residents must come to the Commission through the city clerk.*

*16b. Proposals originating from within the Commission shall be considered received by the city clerk.*

*16c. If Commissioners determine that an issue is not Charter related, the issue shall may be returned to its' originator with an explanation of the Commission's decision. Issues that Commissioners determine to be Charter related, shall be added to the Commission's work plan.*

It was the consensus of the commissioners to continue with the editing of the process and discuss at the next meeting.

At the **October 11, 2023**, meeting, the commissioners, continued their discussions on the proposed addition to the By-laws by Chair Secara and voted unanimously to accept the addition of Item 16 to the By-laws and changing “shall” to “may” in Item 16c.

## ***Examine Mayor/City Manager Positions***

At the **December 14, 2022**, meeting, discussions were held on one of the items related to Council Member Morson's proposed Charter amendments regarding the mayor or city manager structure. Discussions were held on using a consultant to conduct a study, city manager's performance review, charter section related to the city manager not in the charter.

Discussion was held that instead of using a consultant to do some fact finding by the commissioners and report back to the Commission. Commissioner LaDawn Severin volunteered to do the fact finding and she stated it would cover contacting several people from the city to discover the current structure of check on the checks and balances and accountability between hired staff and elected officials. Commissioners also suggested addressing: the city manager's role, performance reviews, timing, and who did them; job description, past performance reviews if they had been done, list of questions used, what were the repercussions, what were the performance metrics, was it tied to any compensation with an annual merit, and who can ask for the review to happen, the city manager or council.

At the **February 8, 2023**, meeting, Commissioner Severin provided documents and a summary to the commissioners of her fact finding related to the form of government of Brooklyn Park. She stated she sent 14 questions to the city manager and city clerk to answer and provided a summary of the answers.

1. *What "powers" or influence does the City Council have over hiring and firing city staff?*
2. *Related to this - performance reviews... \*Who initiates them...are they typically only done when initiated by employees seeking a raise, or are they automatically done on a scheduled basis, such as annually? \*Who performs the reviews for certain employees? \*What metrics or criteria are used to determine if any given employee is "performing well?" Is this an area of "checks and balances" where Council would have any input, such as the performance criteria or metrics employees are measured on, or are reviews completely separate from Council?*
3. *Where is the best place to find the actual job descriptions and job requirements for the City Manager and other city staff positions?*
4. *Does BP have one main "Employee Handbook" or "Code of Conduct" type document that applies to all staff? If so, can you send me an attachment or link to it?*
5. *Similarly, does BP have one main "Code of Conduct" type document that applies to all elected officials?*
6. *What is the protocol for open job postings?*
7. *Does Brooklyn Park have Affirmative Action requirements in writing that affect its hiring or bidding on projects or anything similar to that concept? If so, do they come from the state or did they originate with our City Council or elsewhere? If not, is there a more "unofficial" or "unwritten but encouraged" influence towards what some call "equity" in hiring? If so, where does that influence originate?*
8. *What is the protocol for gathering bids for building, art, or improvement projects in the city budget?*
9. *With your birds-eye view of the inner workings of this city, do you see any areas in which accountability is flimsy and certain departments or sections of our bureaucracy could "go rogue" in a sense and pursue their own personal preferences in public policy and not have any accountability or checks-and-balances to reign them in?*
10. *Does the City Manager or any of their colleagues have any power individually or collectively to keep the Council accountable?*
11. *Phrased in another way, if there were to be complaints or suspicions of misconduct by a Mayor or Councilmember (our elected officials), is there anything the public or a staff member could do to reign them in or give them a meaningful consequence?*
12. *On the flip side, if there were to be complaints or suspicions of misconduct by a city staff member, is there anything the public or elected officials could do to reign them in or give them a meaningful consequence?*

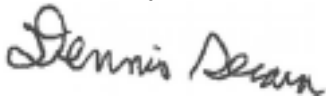
13. *Who decides what gets placed on the agenda for each City Council meeting - how does the timing of that whole process work and who is responsible for it?*
14. *Lastly, it is my understanding that in our current form of government here in BP, the City Council and Mayor are elected to set policy and overall budget limits for the city, and the City Manager and teams of staff are hired to work out the logistical needs of the city while abiding within those policies and parameters. That is probably grossly oversimplified...what am I missing and what am I mistaken about?*

Commissioner Severin stated from reviewing the documents and a majority of the cities did have a city structure rather than a strong mayor structure, felt the city was well established and functioning. She recommended the Commissioners be done with the conversation and didn't see a need to go to a strong mayor form of government.

### **OTHER**

- At the **February 27, 2023**, City Council meeting, Chair Dennis Secara gave the Annual Verbal Charter Commission report.
- The Annual Commission Joint Goal Setting meeting with the City Council was held on **August 7, 2023**.

Respectfully submitted,



Dennis Secara, Chair  
Brooklyn Park Charter Commission

cc: Mayor & Council Members  
Jay Stroebel, City Manager  
Jim Thomson, City Attorney

Devin Montero, City Clerk  
Chief Judge Kerry Meyer  
Charter Commission Members

# Work Plan | CHARTER COMMISSION

# 2024

Time Frame CC Meeting	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
TBD	Review Non-Planning ordinance changes not affecting land use that affect city laws and City Charter	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input checked="" type="checkbox"/> Council <input type="checkbox"/> City Manager	Note: From the Governance Task Force Recommendation, Final Report-5/17/2011; Work Plan reviewed and updated January 11, 2023; Work Plan Reviewed 1/8/24
December 2019	Review what other Charter Commissions are doing (work plans, ordinances, etc.)	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	Note: Discussed at December 11, 2019 meeting. Work Plan reviewed and updated January 11, 2023; Work Plan Reviewed 1/8/24
June 2022	Review of Charter Sections - For Outdated Information	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	Notes: Discussed June 8 2022. Work Plan reviewed and updated January 11, 2023; Work Plan Reviewed 1/8/24
September 2023	Council Vacancies. Charter Section 4.03	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	Notes: Added to the Work Plan 9/13/23 meeting. Discussed on 10/11/23 and 11/8/23; on 12/13/23 voted on the amendment to the council. Note: 1/8/24 the council set the public hearing and first reading for February 12,2024; Work Plan Reviewed 1/8/24

1: United Community

2: Beautiful Places

3: Thriving Economy

4: Healthy & Safe People

5: Increased Equity

6: Effective & Engaging Gov't

# Workplan Projects: What's the purpose?

Commissions can either initiate a project themselves OR be asked by the Council or City Manager to do one of the following:

## Report/Comment

- Commission studies a specific issue or topic and **reports its findings or comments to the Council**, either in writing or in a Council meeting.
- Commission does not vote.
- No direct action is taken.

*Example: Charter Commissioner provided a memo on the topic of Council Members being employed by the City part-time, at the Council's request.*

## Recommend

- Commission reviews a specific policy issue and **makes a formal recommendation** to City Council on what action to take.
- A recommendation requires a majority of the Commissioners' support.
- Individual member comments are not included.

*Examples: Planning Commission recommends approval on land use actions; RPAC made a recommendation on amplified sound policy.*

## Act

- Commission **initiates or takes on a project**, approved by Council through their workplan.

*Example: HRC partnered with a community organization on an event; City Manager requests that HRC coordinate the "All Are Welcome" sign contest.*



## Work Plan | CHARTER COMMISSION

# Brooklyn Park 2025 Community Goals

**Working together to make Brooklyn Park a thriving community  
inspiring pride where opportunities exist for all.**

We asked and you answered! Our community wants to accomplish these goals by the year 2025:

### *Unified Community*

**A united and welcoming community, strengthened by our diversity.**

- We have connected neighbors who understand and celebrate our unique cultures.
- Brooklyn Park is unified with a strong positive identity and image.
- Our community's activities, events and services are inclusive, multi-cultural, and accessible.
- We have places and spaces for diverse communities to gather.
- Residents of every age contribute to our community.

### *Healthy and Safe People*

**People of all ages have what they need to feel healthy and safe.**

- Neighborhoods are empowered and supported by strengthened positive relationships with police.
- Youth are engaged in positive and quality experiences.
- Aging adults have services and amenities to thrive and age in place.
- Everyone has access to quality healthy food options.
- People have access to quality medical and emergency care.

### *Beautiful Places*

**Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.**

- Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
- Quality recreation and park amenities inspire activity for all ages and interests.
- Our rich diversity is showcased through our vibrant music, art, food, entertainment, and cultural scene.
- Attractive key corridors, corners, and city centers create destinations that meet community needs.
- Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.

### *Increased Equity*

**Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.**

- Each resident has access to the training and support needed to get and keep a living wage job.
- Each student graduates high school with a pathway to college or career.
- Aging neighborhoods and commercial centers are revitalized through continuous investment.
- The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

### *Thriving Economy*

**A balanced economic environment that empowers businesses and people to thrive.**

- People of all ages and backgrounds enjoy financial stability.
- Residents and visitors support an abundance of retail stores, restaurants, and entertainment venues.
- Our business environment inspires private investment and job growth.
- Business and organizations of all types, sizes and specialties start, stay and grow here.
- We are a leader in environmental sustainability, benefiting our economy and community.

### *Effective, Engaging Government*

**Effective and engaging government recognized as a leader.**

- The City provides quality services at a reasonable cost.
- Elected officials, commissions, and City staff reflect the diversity of the community and are culturally competent.
- City information is clear, accessible, and delivered in ways that meet the community's needs.
- City laws are understandable, equitably enforced, and relevant to the community.
- The City is well-managed and recognized as a great place to work.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, Transportation Engineer
<b>Ordinance:</b>	FIRST READING		
<b>Attachments:</b>	15	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Real Property Conveyance to the Minnesota Department of Transportation and the Brooklyn Park Economic Development Authority for the Highway 169/101 <sup>st</sup> Avenue Interchange		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL PROPERTY TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_ APPROVING THE SUBDIVISION OF CITY OWNED PROPERTY AND DESCRIBING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND TO THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY.

## Overview:

The City constructed a new interchange at the junction of Highway 169 and 101<sup>st</sup> Avenue North and reconstructed 101<sup>st</sup> Avenue North from Jefferson Highway to Xylon Avenue in 2020. The City acquired all the necessary property for this project. This included both total and partial acquisitions from fourteen parcels.

Highway 169 is owned, operated and maintained by the Minnesota Department of Transportation (MNDOT). The city executed Cooperative Construction Agreement #1034529 (approved by City Council on 12/10/19) with MNDOT to specify responsibilities prior to construction and ownership and maintenance responsibilities after construction. The city does not have the resources to maintain the interchange, so the interchange portion of the project will be owned by MNDOT and some of the city acquisition is required to be dedicated to MNDOT to allow for their maintenance of the interchange. This includes portions of Parcels 4,5,6,8,10 and 12 and all of parcels 7,9 and 11. This right of way dedication to MNDOT has yet to occur.

The project acquisition for Parcels 4 and 10 was limited and allowed for modified access and use or future development. The acquisition for Parcels 5,6 and 8 resulted in the loss of the residential units and storage units on the properties and/or inaccessible residual property in the post project conditions. This prompted the previous owners of Parcels 5,6 and 8 to sell their entire properties to the city. The city subsequently sold the residual portions of Parcels 5, 6 and 8 to the Brooklyn Park Economic Development Authority (EDA) for possible future assemblage and development. The legal transfer of ownership of the residual portions of Parcels 5,6 and 8 from the city to the EDA has yet to occur.

The legal conveyance of property to MNDOT and the EDA requires the subdivision of Parcels 4,5,6 and 8. Parcel 4 is included because MNDOT and the city recently agreed the city should retain a small portion of Parcel 4 acquired for the project. The subdivision of Parcel 8 has already occurred. Thus, the City Attorney prepared the attached resolution for the official subdivision of Parcels 4,5 and 6 to allow the conveyances to occur.

The City determined the most cost effective method to convey properties to MNDOT and the EDA is by standard quit claim deed. The City Attorney prepared quit claim deeds to legally convey the necessary properties to MNDOT and the EDA. The conveyances are for a public purpose and deemed in the best interest of the city and the public.

By City Charter (Section 14.06), an ordinance is required for the sale or conveyance of City-owned real property.

### **Budgetary/Fiscal Issues:**

MNDOT will not be paying the City for the portions of Parcels 4,5,6,8,10 and 12 and all of Parcels 7,9 and 11 in accordance with Agreement No. 1034529. However, the city applied for and was awarded \$22.5 million in grants for the project, \$15.5 million of which was state funding. These funds, coupled with other pending assessments to benefitting area properties, paid for the vast majority of the project.

### **Alternatives to consider:**

1. Approve the first reading of the conveyance ordinance as recommended. The tentative second reading date is planned for February 26<sup>th</sup>, 2024.
2. Deny the conveyances and accept ownership and maintenance of the interchange and reimburse the EDA for funds paid for residual portions of Parcels 5,6 and 8, including interest.

### **Attachments:**

- 4.1A ORDINANCE
- 4.1B RESOLUTION
- 4.1C LOCATION MAP
- 4.1D OVERALL PROJECT ACQUISITION PARCEL MAP
- 4.1E QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 4,5 &6)
- 4.1F QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 7-12)
- 4.1G QUIT CLAIM DEED (CITY TO EDA – PARCELS 5 AND 6)
- 4.1H QUIT CLAIM DEED (CITY TO EDA – PARCEL 8)
- 4.1I QUIT CLAIM DEED (CITY TO CITY – PARCEL 4)
- 4.1J EDA RESOLUTION #2019-21 – PARCEL 5 PURCHASE
- 4.1K EDA RESOLUTION #2020-4 – PARCELS 6 AND 8 PURCHASE
- 4.1L PARCEL 4 SUBDIVISION FIGURE
- 4.1M PARCEL 5 SUBDIVISION FIGURE
- 4.1N PARCEL 6 SUBDIVISION FIGURE
- 4.1O PARCEL 8 SUBDIVISION FIGURE



ORDINANCE #2024-

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL PROPERTY  
TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE BROOKLYN PARK  
ECONOMIC DEVELOPMENT AUTHORITY

The City of Brooklyn Park Does Ordain:

The City of Brooklyn Park owns the fee title to certain property located within the City of Brooklyn Park, Hennepin County, Minnesota, all as legally described as set forth on the attached Exhibit A and depicted on the attached Exhibit B (the “MnDOT Whole Parcels”).

The City of Brooklyn Park owns fee title to certain property located within the City of Brooklyn Park, Hennepin County, Minnesota, which is to be subdivided, and, following such subdivision, will be legally described as set forth on the attached Exhibit C and depicted in blue on the attached Exhibit D (the “MnDOT Remainder Parcels”).

The City desires to convey the MnDOT Whole Parcels and the MnDOT Remainder Parcels to the State of Minnesota - Department of Transportation (“MnDOT”) for the purpose of MnDOT’s construction of an interchange at Highway 169 and 101st Avenue North (the “Interchange Project”), which is all in accordance with the prior Cooperative Construction Agreement #1034529 executed by and between the City and MnDOT.

The City does not contemplate a future use for for the remainder of the subdivided properties not conveyed to MnDOT, legally described on the attached Exhibit E and depicted in pink on the attached Exhibit F (the “EDA Remainder Parcels”), nor for a parcel previously subdivided as part of the Interchange Project, legally described on the attached Exhibit G and depicted in pink on the attached Exhibit H (the “EDA Whole Parcel”).

The City therefore desires to, as part of its transaction with MnDOT, to simultaneously convey the EDA Remainder Parcels and the EDA Whole Parcel to the Brooklyn Park Economic Development Authority (the “EDA”) for future development.

The Mayor and City Manager are authorized and directed to convey the MnDOT Whole Parcels and the MnDOT Remainder Parcels to MnDOT.

The Mayor and City Manager are authorized and directed to convey the EDA Remainder Parcels and the EDA Whole Parcel to the EDA.

City staff and consultants are authorized and directed to take all necessary and convenient steps to accomplish the intent of this Ordinance.

All actions shall be pursuant to Section 14.06 of the City Charter. The City Council finds that the conveyance of the MnDOT Whole Parcels, the MnDOT Remainder Parcels, the EDA Remainder Parcels, and the EDA Whole Parcel have no relationship or impact on the City’s comprehensive plan and therefore there is no need for the City’s Planning Commission to review and comment on the proposed conveyances.

---

Mayor

Attest:

---

City Clerk

Approved as to Form by City Attorney  
Passed on First Reading  
Passed on Second Reading  
Published in Official Newspaper

**EXHIBIT A**

**Legal Descriptions of the MnDOT Whole Parcels to be conveyed by the City to MnDOT**

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

That part of the following described tract lying East of the West 9.0 feet thereof:

Commencing at the Southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of

the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning, excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7.

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run

Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651  
PID No. 06-119-21-43-0002

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

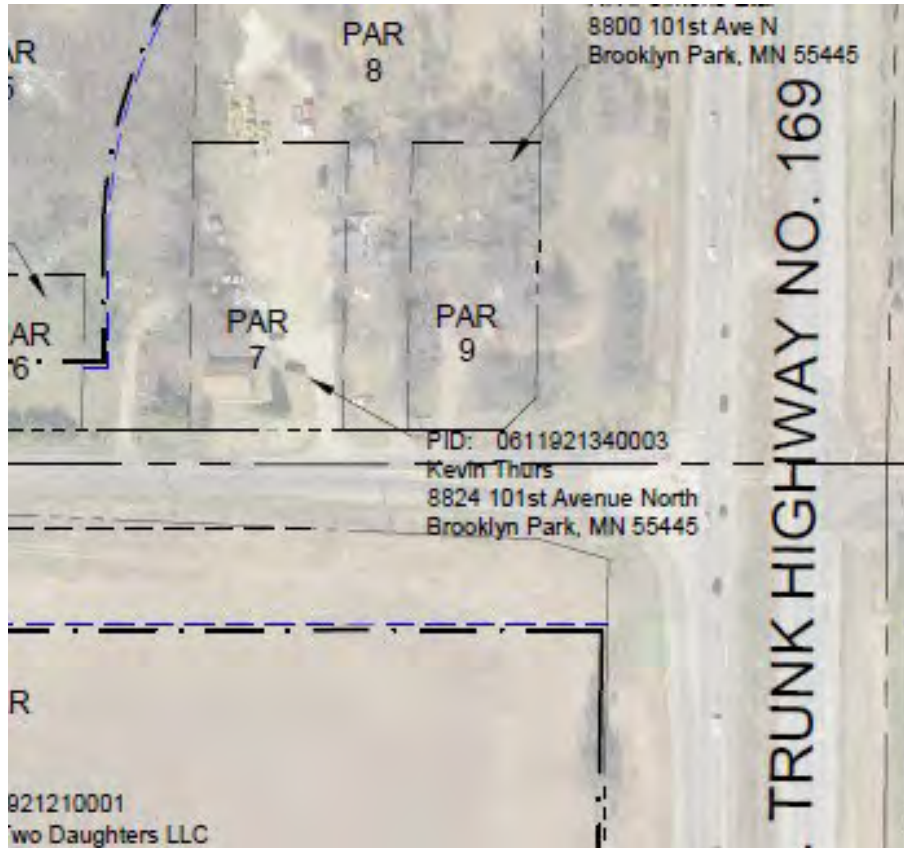
The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

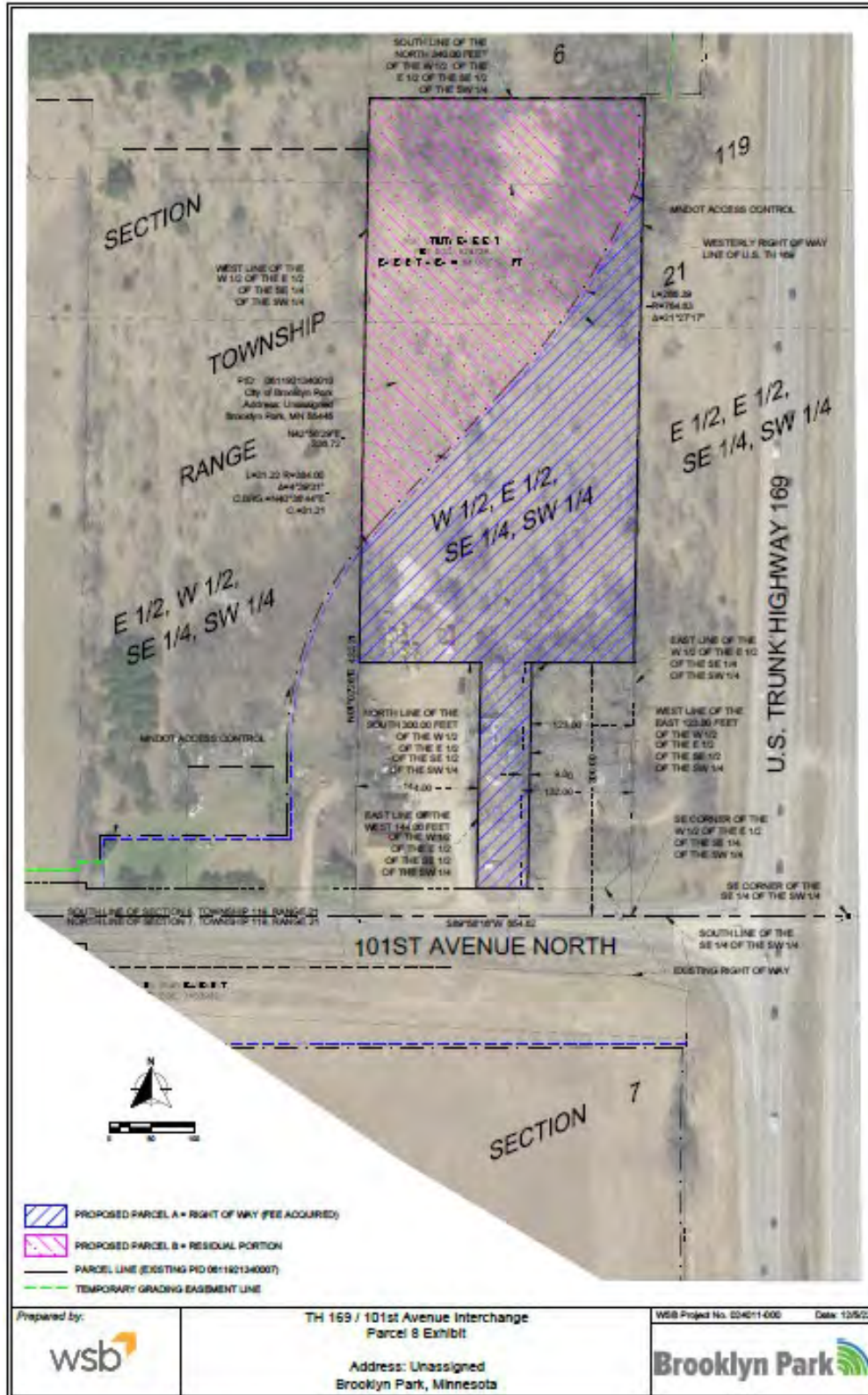
PID No. 06-119-21-43-0008

**EXHIBIT B**  
**Depictions of the MnDOT Whole Parcels to be conveyed by the City to MnDOT**

**Parcel 7**



**Parcel 8 [to MnDOT in blue]**



Parcel 9

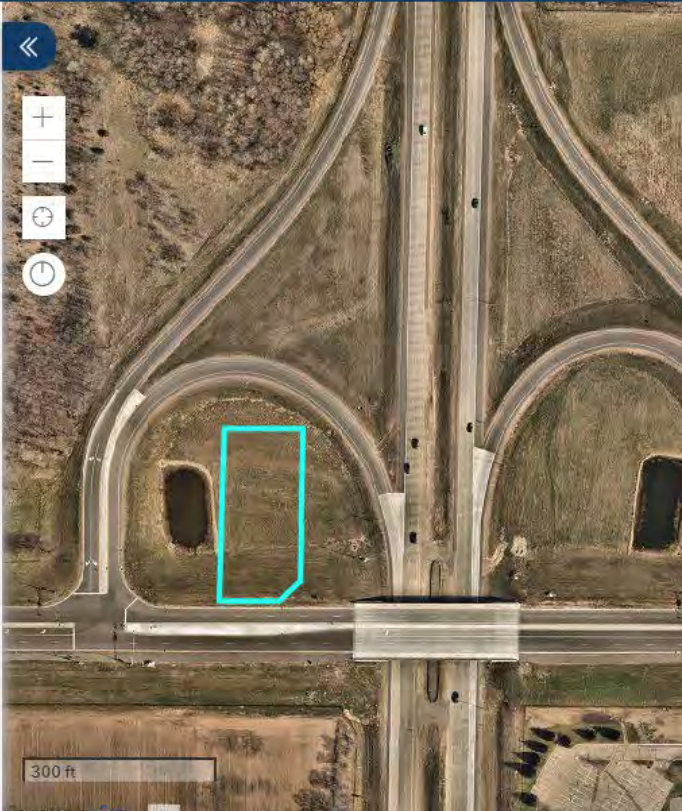


Search by Address or PID search help

0611921340002

Results **Property Links**

<b>PID</b>	0611921340002
<b>Address</b>	8800 101st Ave N, Brooklyn Park, MN 55445
<b>Owner/Taxpayer</b>	
<b>Owner</b>	City Of Brooklyn Park
<b>Taxpayer</b>	CITY OF BROOKLYN PARK 5200 85TH AVE N BROOKLYN PARK MN 55443
<b>Tax Parcel</b>	
<b>Parcel Area</b>	0.74 acres 32,331 sq ft
<b>Torrens/Abstract</b>	Torrens
<b>Addition</b>	Unplatted 06 119 21
<b>Lot</b>	



300 ft

**Parcel 10**



Parcel 11

**H GIS Property Map**

Search by Address or PID search help

0611921430008

**Results** **Property Links** Print Share Close

<b>PID</b>	0611921430002
<b>Address</b>	8600 101st Ave N, Brooklyn Park, MN 55445
<b>Owner/Taxpayer</b>	
<b>Owner</b>	City Of Brooklyn Park
<b>Taxpayer</b>	CITY OF BROOKLYN PARK ATTN ACCOUNTS PAYABLE 5200 85TH AVE N BROOKLYN PARK MN 55443
<b>Tax Parcel</b>	
<b>Parcel Area</b>	0.32 acres 13,782 sq ft
<b>Torrens/Abstract</b>	Torrens

The aerial map on the right shows a highway interchange with a cyan box highlighting a small area on the right-hand side of the road.

**Parcel 12**



The screenshot displays a web-based GIS application titled "Property Map". On the left, a search bar contains the PID "0611921430008". Below the search bar, there are tabs for "Results" and "Property Links". The "Property Links" tab is active, showing a table of property details. The table includes fields for PID, Address, Owner/Taxpayer, Tax Parcel, and other information. On the right, an aerial satellite map shows a large parcel outlined in cyan. The parcel is situated near a road and a wooded area. A scale bar at the bottom of the map indicates 300 feet.

Owner/Taxpayer	
<b>PID</b>	0611921430008
<b>Address</b>	8500 101st Ave N, Brooklyn Park, MN 55445
<b>Owner</b>	City Of Brooklyn Park
<b>Taxpayer</b>	CITY OF BROOKLYN PARK 5200 85TH AVE N BROOKLYN PARK MN 55443
Tax Parcel	
<b>Parcel Area</b>	2.29 acres 99,668 sq ft
<b>Torrens/Abstract</b>	Both
<b>Addition</b>	Unplatted 06 119 21
<b>Lot</b>	

**Exhibit C**  
**Legal Descriptions of the MnDOT Remainder Parcels to be Conveyed by the City to MnDOT Following Subdivision**

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing,

along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

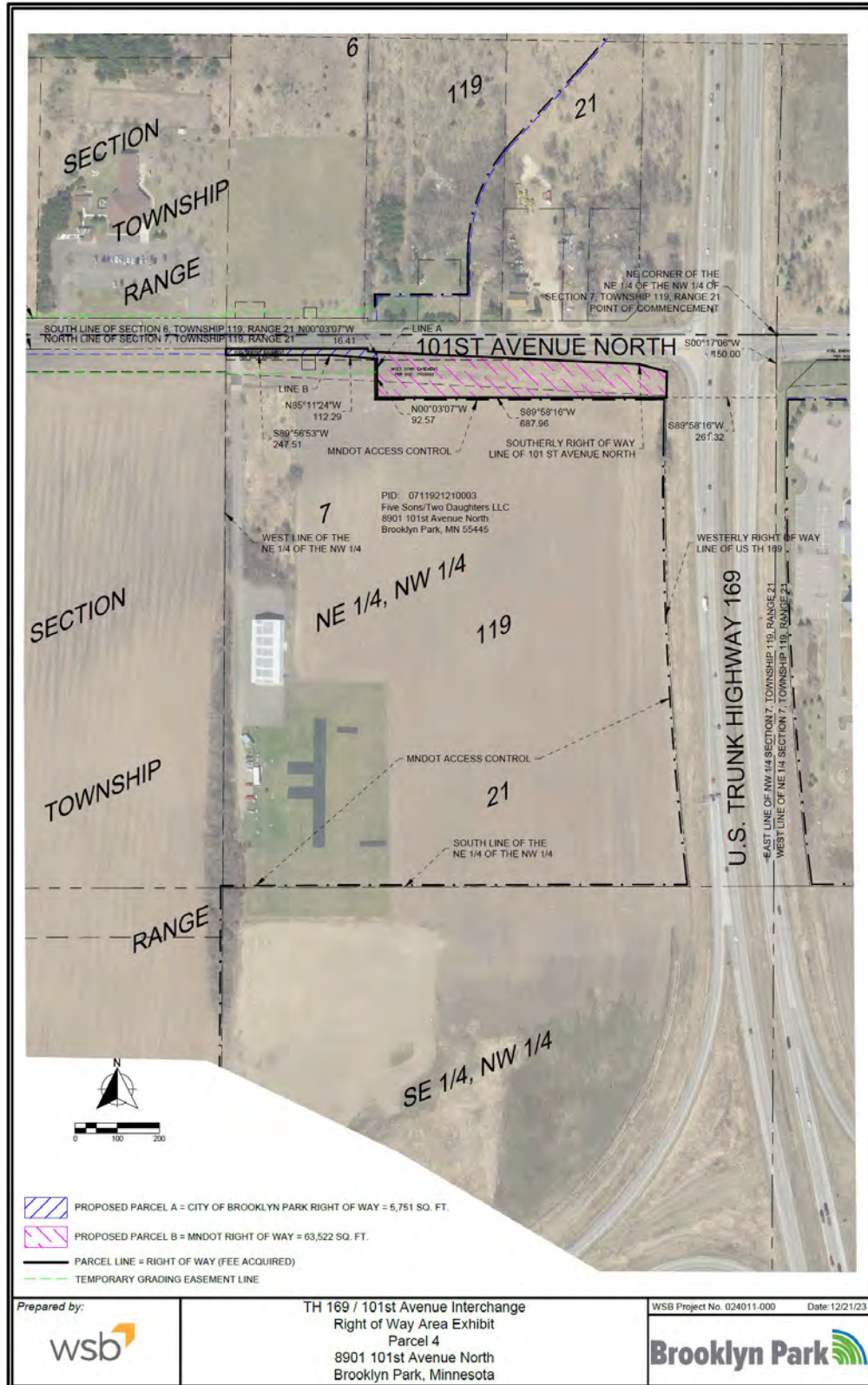
Parcel 6

The North 58.00 feet of the South 91.00 feet of the following described property:

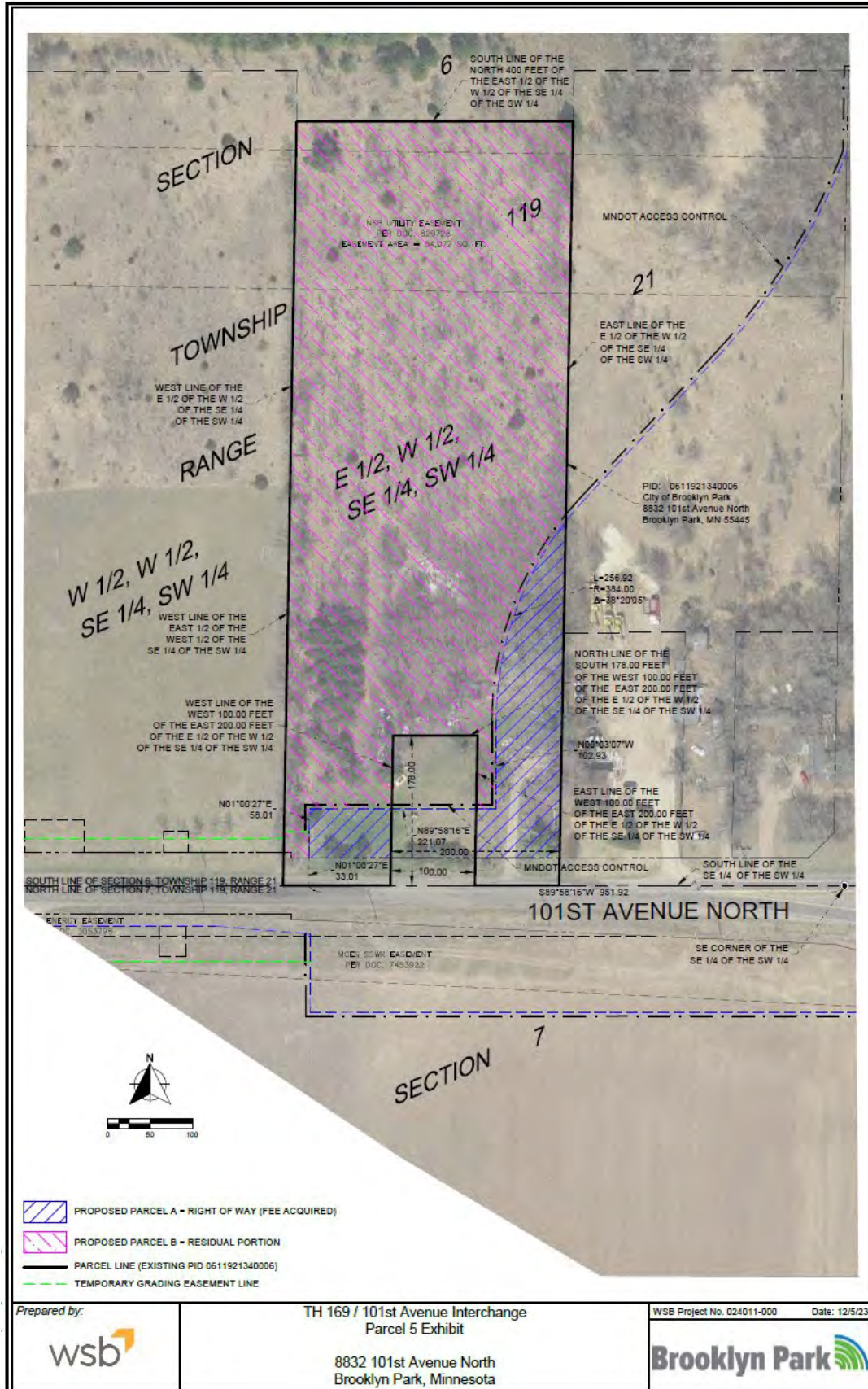
The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East  
Half of the West Half of the Southeast Quarter of the Southwest Quarter of  
Section 6, Township 119, Range 21.

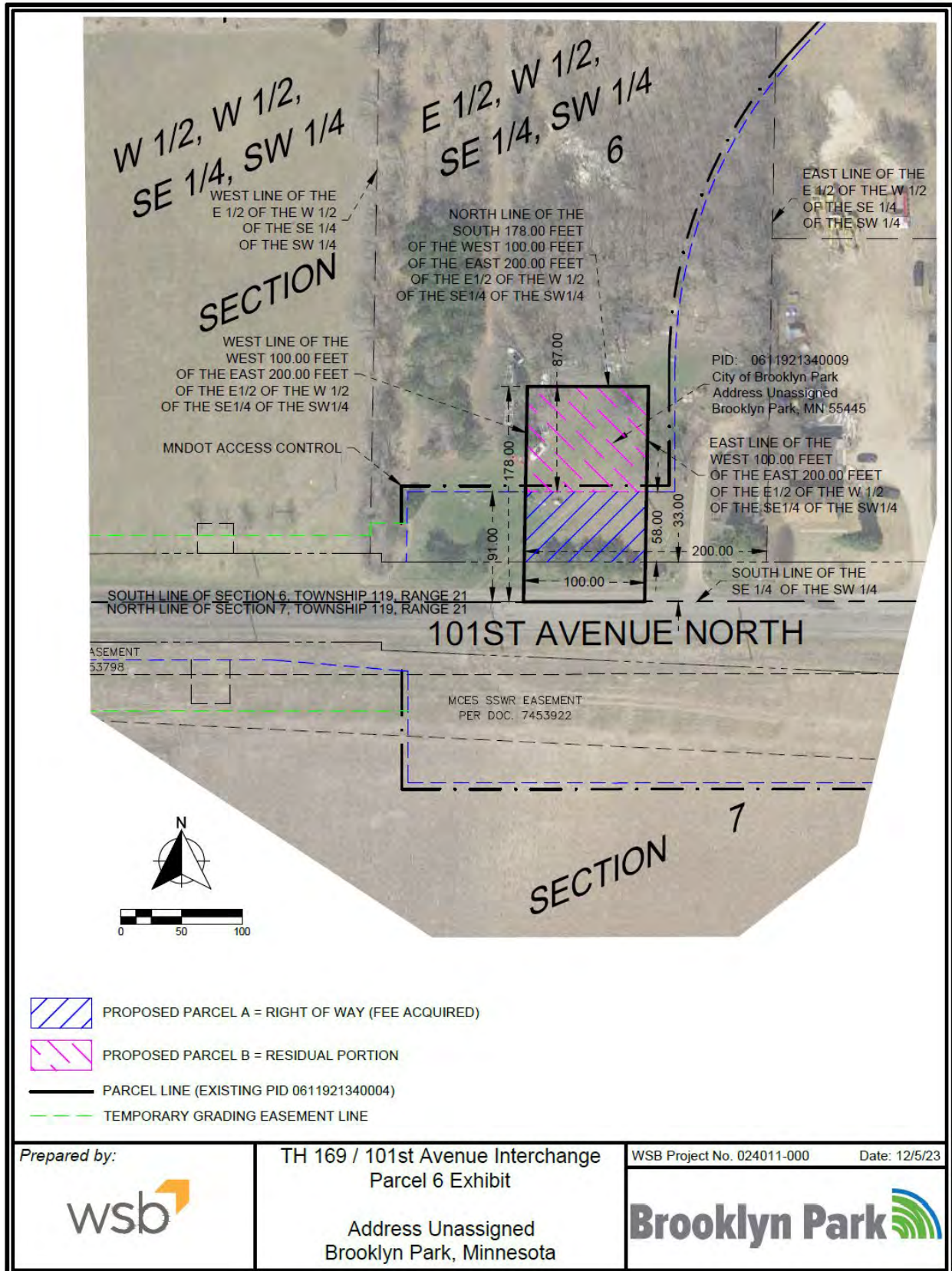
Certificate of Title No. 1501964

**EXHIBIT D**  
**Depictions of the MnDOT Remainder Parcels to be Conveyed by the City to MnDOT**  
**Following Subdivision**









Prepared by:



TH 169 / 101st Avenue Interchange  
Parcel 6 Exhibit

Address Unassigned  
Brooklyn Park, Minnesota

WSB Project No. 024011-000

Date: 12/5/23





**EXHIBIT E**  
**Legal Descriptions of the EDA Remainder Parcels to be Conveyed by the City to the EDA**  
**Following Subdivision**

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

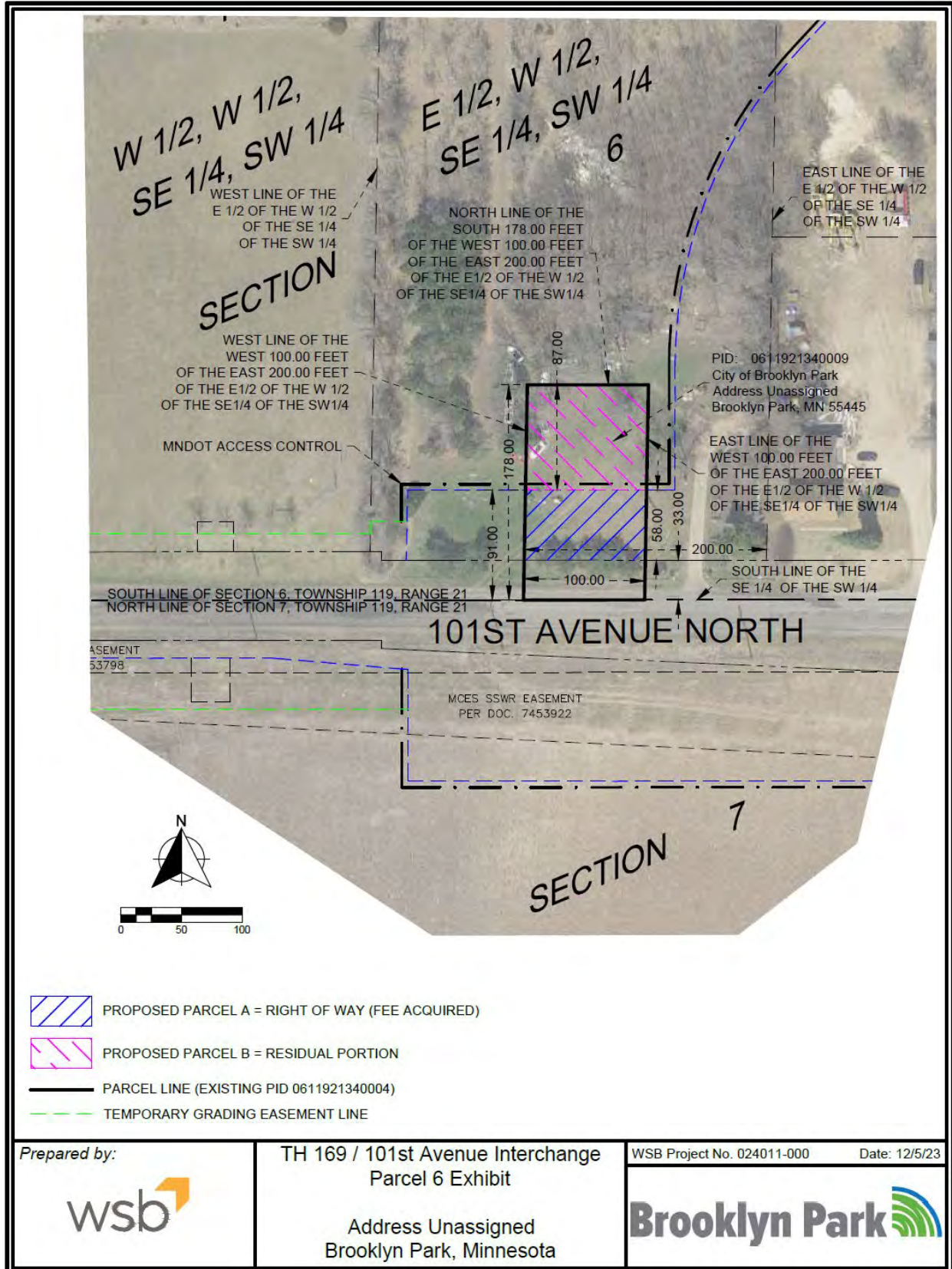
Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009  
Certificate of Title No. 1502114

**EXHIBIT F**  
**Depictions of the EDA Remainder Parcels to be Conveyed by the City to the EDA**  
**Following Subdivision**





Prepared by:



TH 169 / 101st Avenue Interchange  
Parcel 6 Exhibit

Address Unassigned  
Brooklyn Park, Minnesota

WSB Project No. 024011-000

Date: 12/5/23





**EXHIBIT G**  
**Legal Description of the EDA Whole Parcel to be conveyed by the City to the EDA**

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

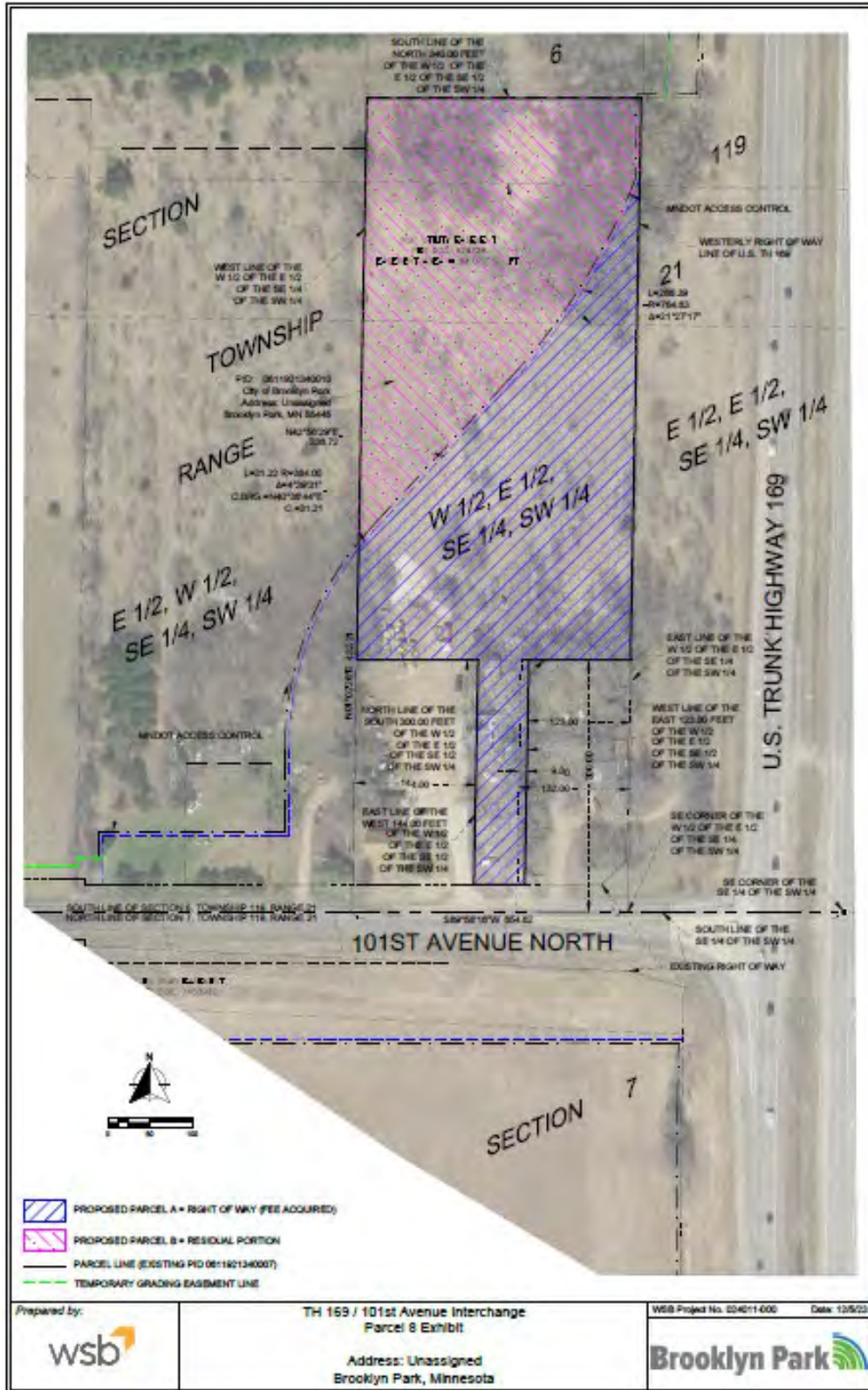
Par 2: The West 9.0 feet of the following described tract:  
Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road; and

EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114

**EXHIBIT H**  
**Depiction of the EDA Whole Parcel to be conveyed by the City to the EDA**



RESOLUTION #2024-

RESOLUTION APPROVING THE SUBDIVISION OF CITY OWNED PROPERTY  
AND DESCRIBING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND TO THE  
BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED by the City Council (the "Council") of the City of Brooklyn Park, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City is the fee owner of three certain parcels of real property located within the City of Brooklyn Park, Hennepin County, Minnesota, including Parcel 4 which is Abstract land address unassigned, and Parcels 5 and 6, described in Certificate of Title Nos. 1492659 and 1501964, respectively, and all as legally described as set forth on Exhibit A (collectively, the "City Subdivision Property").

1.02. The City is also the fee owner of six certain parcels of real property located within the City of Brooklyn Park, Hennepin County, Minnesota, all as legally described as set forth on Exhibit B (the "MnDOT Whole Parcels").

1.03. The City intends to convey the City Property to the Minnesota Department of Transportation ("MnDOT"), and to subdivide the City Subdivision Property and to convey to MnDOT a portion of the City Subdivision Property as legally described on Exhibit D (the "MnDOT Remainder Parcels") all for the purpose of the construction of an interchange at Highway 169 and 101st Avenue North (the "Interchange Project").

1.04. The conveyances to MnDOT of the City Property and of the MnDOT Remainder Parcels are all in accordance with the prior Cooperative Construction Agreement # 1034529 executed by between the City and MnDOT.

1.05. The City does not contemplate a future use for the remainder of the MnDOT Remainder Parcels as legally described on Exhibit D (the "EDA Remainder Parcels") and desires to transfer the EDA Remainder Parcels to the Brooklyn Park Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the "EDA") for the future development of the EDA Remainder Parcels by the EDA. The City desires to retain the remainder of the MNDOT Remainder Parcels consisting of Parcel 4 and as legally described on Exhibit E (the "City Remainder Parcel").

1.06. Additionally, the City desires to simultaneously convey certain real property located within City of Brooklyn Park, Hennepin County, Minnesota, to the EDA, which was previously subdivided related to the Interchange Project, and as legally described on Exhibit F (the "EDA Whole Parcel").

1.07. The City is authorized to convey real property to MnDOT and the EDA pursuant to Minnesota Statutes, Sections 465.035 and 471.64.

1.08. The City, MnDOT, and the EDA have followed applicable statutory provisions, including but not limited to, Minnesota Statutes, Section 465.035, Minnesota Statutes, Section



469.101 and Minnesota Statutes, Section 471.64, in authorizing the conveyance of the City Property, the MnDOT Remainder Parcels, and the EDA Remainder Parcels.

1.09. The City has determined it is most cost effective to convey the City Property and the MnDOT Remainder Parcels to MnDOT pursuant to this Resolution by a standard quit claim deed.

1.10. The City has determined it is most cost effective to convey the EDA Remainder Parcels and the EDA Whole Parcel to the EDA pursuant to this Resolution by a standard quit claim deed.

1.11. The City has determined it is most cost effective to convey the City Remainder Parcel to the City pursuant to this Resolution by a standard quit claim deed.

1.12. The City finds and determines that conveyance of the City Property and MnDOT Remainder Parcels as contemplated herein to MnDOT is for a public purpose and is in the public interest.

1.13. The City finds and determines that conveyance of the EDA Remainder Parcels and the EDA Whole Parcel as contemplated herein to the EDA is for a public purpose and is in the public interest.

## Section 2. Subdivision Approved.

2.01. The Council hereby approves the subdivision of the City Subdivision Property and by related ordinance the conveyance of the EDA Remainder Parcels and the EDA Whole Parcel to the EDA and any other documents required relating to the conveyance of the EDA Remainder Parcels and the EDA Whole Parcel to the EDA including but not limited to a quit claim deed (the "EDA Conveyance Documents").

2.02. The Council approves by related ordinance the conveyance of the City Property and the MnDOT Remainder Parcels to MnDOT and any other documents required relating to the conveyance of the City Property and the MnDOT Remainder Parcels to MnDOT including but not limited to a quit claim deed (the "MnDOT Conveyance Documents").

2.03. The Council approves by related ordinance the conveyance of the City Remainder Parcel to the City and any other documents required relating to the conveyance of the City Remainder Parcel to the City including but not limited to a quit claim deed (the "City Conveyance Documents").

2.04. The Council hereby authorizes the Mayor and City Manager, in their discretion and at such time, if any, as they may deem appropriate, to execute the EDA Conveyance Documents, the MnDOT Conveyance Documents, and the City Conveyance Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

2.05. City staff and officials are authorized to take all actions convenient or necessary to perform the City's obligations hereunder, including without limitation execution of the EDA Conveyance Documents, the MnDOT Conveyance Documents, and the City Conveyance Documents.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Brooklyn Park, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Hollies J. Winston, Mayor

ATTEST:

\_\_\_\_\_  
Jay Stroebel, City Manager

**EXHIBIT A**  
Legal Description of City Subdivision Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

AND

Parcel 5

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

**EXHIBIT B**  
Legal Description of the City Property to be Conveyed to MnDOT

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

That part of the following described tract lying East of the West 9.0 feet thereof:

Commencing at the Southeast corner of the West Half of the East Half of the

Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning, excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7;

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point

distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651  
PID No. 06-119-21-43-0002

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

PID No. 06-119-21-43-0008



**EXHIBIT C**

Legal Description of the MnDOT Remainder Parcels to be Conveyed to MnDOT Following  
Subdivision

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve

(Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly

right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

Parcel 6

The North 58.00 feet of the South 91.00 feet of the following described property:

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

Certificate of Title No. 1501964

**EXHIBIT D**

Legal Description of the EDA Remainder Parcels to be Conveyed to EDA Following Subdivision

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009  
Certificate of Title No. 1502114

**EXHIBIT E**  
Legal Description of City Remainder Parcel

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of

said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies westerly of Line A and northerly of Line B, said Lines A and B described as follows:

Line A: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet to the point of beginning of said Line A to be described; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Line B: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet to the point of beginning of said Line B to be described; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

**EXHIBIT F**

Legal Description of EDA Whole Parcel to be Conveyed by City to EDA

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract:

Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road; and

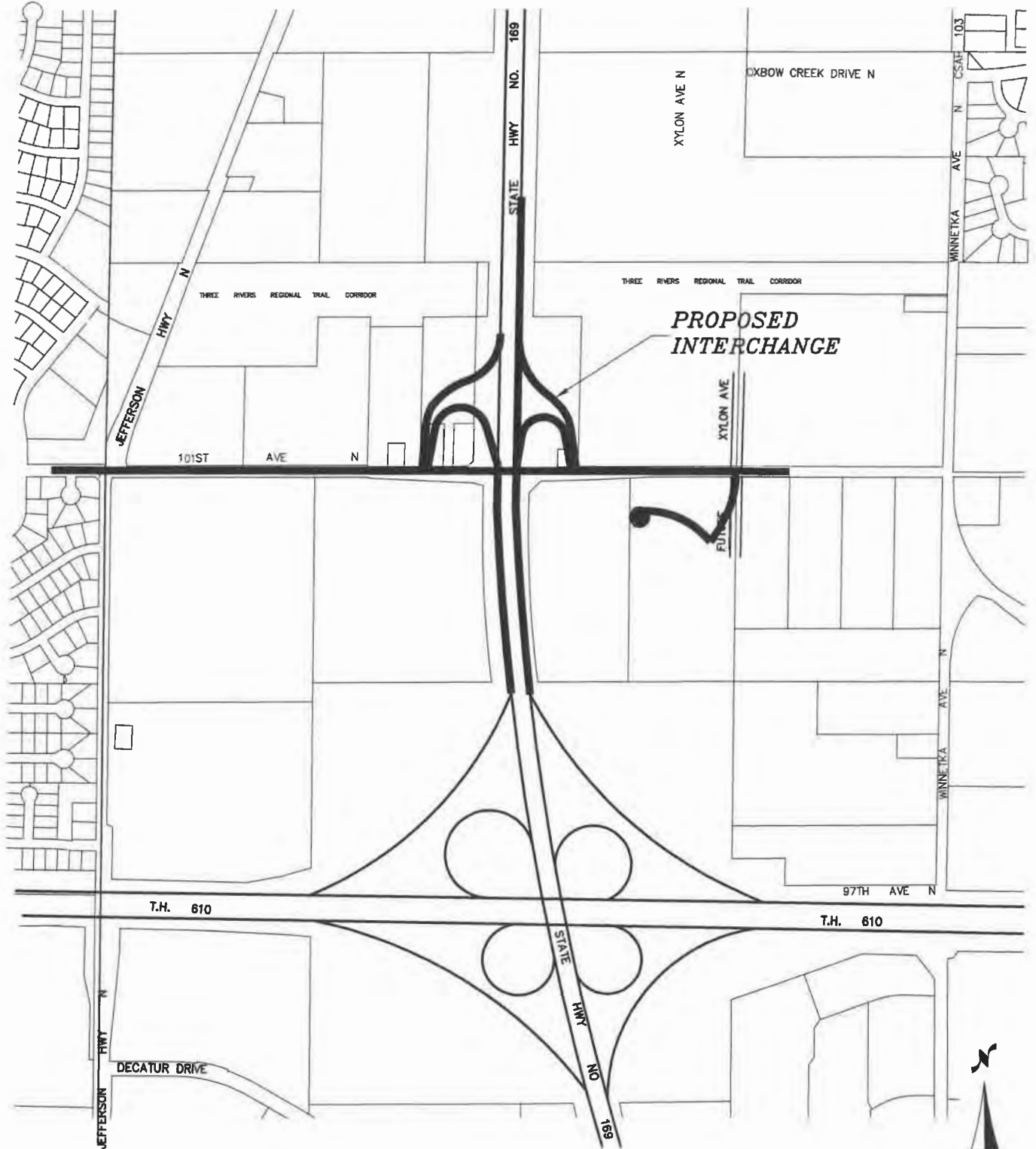
EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114



# LOCATION MAP



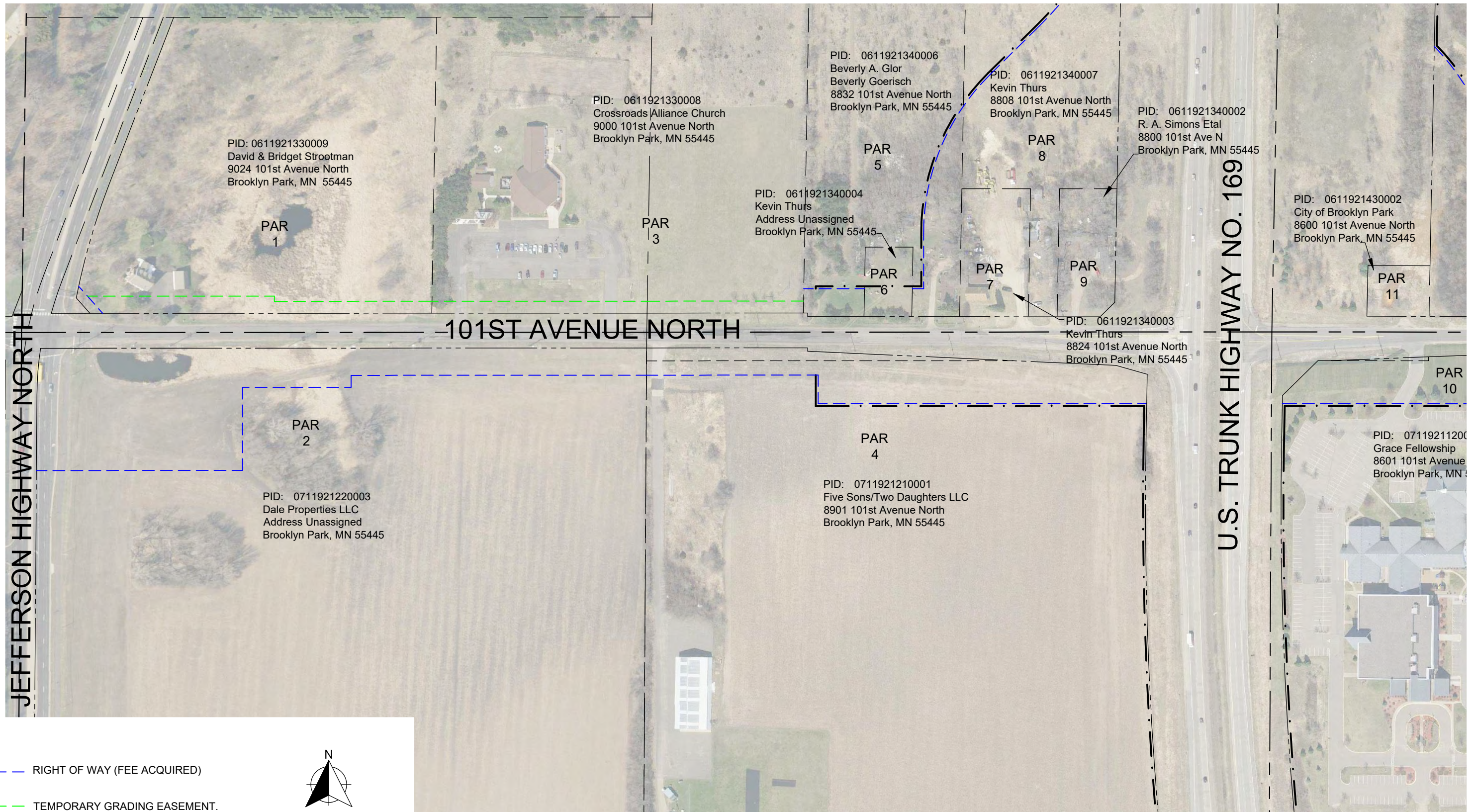
## LEGEND

 PROPOSED PROJECT

**Brooklyn Park** 

NO SCALE





Prepared by:



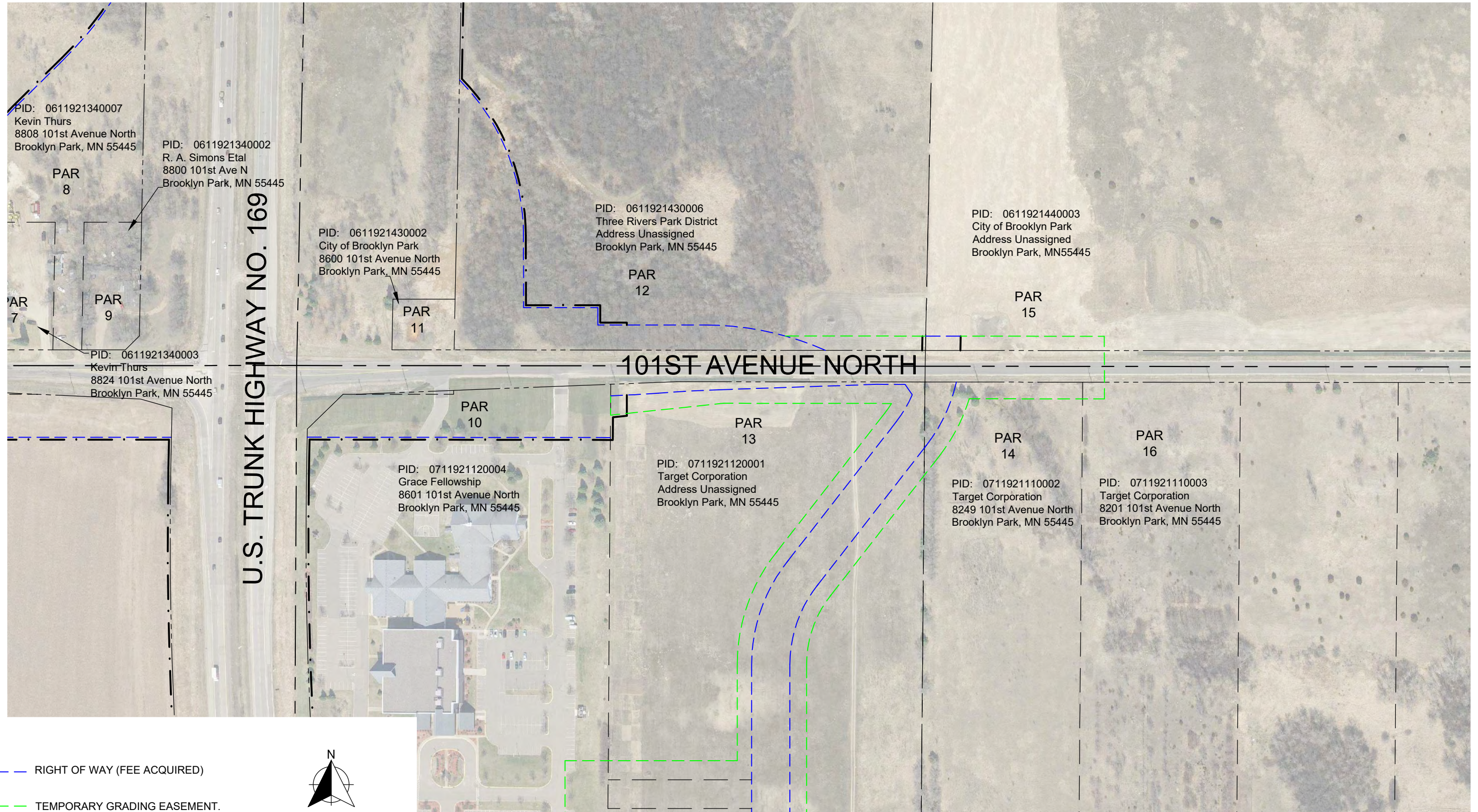
TH 169 / 101st Avenue Interchange  
Parcel Layout Exhibit  
Brooklyn Park, Minnesota

WSB Project No. 012336-000 Date: 12/10/18



SHEET 1 / 2





Prepared by:



TH 169 / 101st Avenue Interchange  
Parcel Layout Exhibit  
Brooklyn Park, Minnesota

WSB Project No. 012336-000 Date: 12/10/18



SHEET 2 / 2



QUIT CLAIM DEED

**Deed Tax Due: \$1.70**

Date: \_\_\_\_\_, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the State of Minnesota, by \_\_\_\_\_, its Commissioner of Transportation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances.

**The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park**

\_\_\_\_\_  
Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:  
CITY OF BROOKLYN PARK

By: \_\_\_\_\_  
Hollies J. Winston, Mayor

By: \_\_\_\_\_  
Jay Stroebel, City Manager

STATE OF MINNESOTA    )  
                                          )SS  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
State of Minnesota, Department of Transportation  
Attn: \_\_\_\_\_  
395 John Ireland Blvd.  
St. Paul, MN 55155

**Exhibit A**  
Legal Description of the Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

**EXCEPT**

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to

south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the

northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

Parcel 6

The North 58.00 feet of the South 91.00 feet of the following described property:

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

Certificate of Title No. 1501964



QUIT CLAIM DEED

**Deed Tax Due: \$1.70**

Date: \_\_\_\_\_, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the State of Minnesota, by \_\_\_\_\_, its Commissioner of Transportation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:  
CITY OF BROOKLYN PARK

By: \_\_\_\_\_  
Hollies J. Winston, Mayor

By: \_\_\_\_\_  
Jay Stroebel, City Manager

STATE OF MINNESOTA    )  
                                          )SS  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
State of Minnesota, Department of Transportation  
Attn: \_\_\_\_\_  
395 John Ireland Blvd.  
St. Paul, MN 55155

**Exhibit A**  
Legal Description of the Property

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

That part of the following described tract lying East of the West 9.0 feet thereof:

Commencing at the Southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning, excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet

South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7;

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast

Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

PID No. 06-119-21-43-0008

QUIT CLAIM DEED

**Deed Tax Due: \$1.70**

Date: \_\_\_\_\_, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the Brooklyn Park Economic Development Authority, a Minnesota public body corporate and politic, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances.

**The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park**

\_\_\_\_\_  
Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:  
CITY OF BROOKLYN PARK

By: \_\_\_\_\_  
Hollies J. Winston, Mayor

By: \_\_\_\_\_  
Jay Stroebel, City Manager

STATE OF MINNESOTA    )  
                                          )SS  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
Brooklyn Park Economic Development Authority  
Attn: Executive Director  
5200 85<sup>th</sup> Ave. N.  
Brooklyn Park, MN 55443



**Exhibit A**  
Legal Description of the Property

Parcel 5

All that part of the following described property:

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101st Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

PID No. 06-119-21-34-0006  
Certificate of Title No. 1492659

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009  
Certificate of Title No. 1502114

QUIT CLAIM DEED

**Deed Tax Due: \$1.70**

Date: \_\_\_\_\_, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the Brooklyn Park Economic Development Authority, a Minnesota public body corporate and politic, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:  
CITY OF BROOKLYN PARK

By: \_\_\_\_\_  
Hollies J. Winston, Mayor

By: \_\_\_\_\_  
Jay Stroebel, City Manager

STATE OF MINNESOTA    )  
                                          )SS  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
Brooklyn Park Economic Development Authority  
Attn: Executive Director  
5200 85<sup>th</sup> Ave. N.  
Brooklyn Park, MN 55443

**Exhibit A**  
Legal Description of the Property

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract:  
Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road; and

EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114

QUIT CLAIM DEED

**Deed Tax Due: \$1.70**

Date: \_\_\_\_\_, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the City of Brooklyn Park, a Minnesota municipal corporation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances.

**The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park**

\_\_\_\_\_  
Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:  
CITY OF BROOKLYN PARK

By: \_\_\_\_\_  
Hollies J. Winston, Mayor

By: \_\_\_\_\_  
Jay Stroebel, City Manager

STATE OF MINNESOTA    )  
                                          )SS  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
City of Brooklyn Park  
Attn: City Manager  
5200 85<sup>th</sup> Ave. N.  
Brooklyn Park, MN 55443



**Exhibit A**  
Legal Description of the Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

**EXCEPT**

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to

south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies westerly of Line A and northerly of Line B, said Lines A and B described as follows:

Line A: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet to the point of beginning of said Line A to be described; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Line B: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet to the point of beginning of said Line B to be described; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-21

AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,247,000 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCEL 5 – 8832 101st AVENUE NORTH FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) and the City of Brooklyn Park (the “City”) are undertaking a highway interchange project located at Highway 169 and 101<sup>st</sup> Avenue in the City (the “Project”), which is expected to cost approximately \$28.2 million;

WHEREAS, the EDA and the City have determined the Project is needed because it contributes to the economic development potential of the community by allowing nearby business parks and mixed-use neighborhoods to expand;

WHEREAS, EDA desires to transfer \$1,247,000 from its general fund budget to the City for the acquisition of Parcel 5 – 8832 101<sup>st</sup> Avenue North, a portion of which will be used for the Project and a portion of which will be held for future redevelopment; and

WHEREAS, the EDA has determined that it is necessary to amend its general fund budget to provide for the transfer of money to the City in order for the City to acquire such property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Brooklyn Park Economic Development Authority (the “Board”) as follows:


1. The EDA finds (a) that its objectives in encouraging development, redevelopment and expansion of commercial properties within the City would be advanced by the Project and (b) that the expenditure of EDA funds for the acquisition of Parcel 5 – 8832 101st Avenue North for the Project and for redevelopment purposes is necessary in order to fully develop that area of the City.
2. The EDA hereby appropriates and commits to transfer to the City up to \$1,247,000 to pay costs of the acquisition of Parcel 5 – 8832 101st Avenue North and authorizes the expenditure of available EDA general fund dollars for such purpose in the amount of up to \$1,247,000 or such amount as determined necessary for such purpose by the Executive Director of the EDA in consultation with City Engineer.
3. The EDA hereby authorizes an amendment to its budget consistent with the transfer authorized above for the acquisition of Parcel 5 – 8832 101st Avenue North.

RESOLUTION #2019-21 AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,247,000 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCEL 5 – 8832 101st AVENUE NORTH FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

Page 2

The foregoing resolution was introduced by EDA Commissioner West-Hafner and duly seconded by EDA Commissioner Russell. The following commissioners voted in favor of the resolution: Lisa Jacobson, Jeffrey Lunde, Terry Parks, Susan Pha, Wynfred Russell and Tonja West-Hafner. The following voted against: Mark Mata. The following were absent: None. Whereupon the resolution was adopted.

ADOPTED: SEPTEMBER 23, 2019


  
JEFFREY LUNDE  
PRESIDENT

  
KIM BERGGREN  
EXECUTIVE DIRECTOR

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified Secretary of the Brooklyn Park Economic Development Authority, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the Brooklyn Park Economic Development Authority of the City of Brooklyn Park on September 23, 2019.

WITNESS my hand officially as Economic Development Authority Secretary this 21 day of October 2019.

  
THERESA FREUND  
EDA SECRETARY



THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2020-4

AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$638,084 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCELS 6, 7, and 8 FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the Brooklyn Park Economic Development Authority (the "EDA") and the City of Brooklyn Park (the "City") are undertaking a highway interchange project located at Highway 169 and 101<sup>st</sup> Avenue in the City (the "Project"), which is expected to cost approximately \$28.2 million;

WHEREAS, the EDA and the City have determined the Project is needed because it contributes to the economic development potential of the community by allowing nearby business parks and mixed-use neighborhoods to expand;

WHEREAS, EDA desires to transfer \$638,084 from its general fund budget to the City for the acquisition of Parcels 6, 7, and 8, a portion of which will be used for the Project and a portion of which will be held for future redevelopment; and

WHEREAS, the EDA has determined that it is necessary to amend its general fund budget to provide for the transfer of money to the City in order for the City to acquire such property.

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

1. The EDA finds (a) that its objectives in encouraging development, redevelopment and expansion of commercial properties within the City would be advanced by the Project and (b) that the expenditure of EDA funds for the acquisition of Parcels 6, 7, and 8 for the Project and for redevelopment purposes is necessary in order to fully develop that area of the City.
2. The EDA hereby appropriates and commits to transfer to the City up to \$638,084 to pay costs of the acquisition of Parcels 6, 7, and 8 and authorizes the expenditure of available EDA general fund dollars for such purpose in the amount of up to \$1,712,060 or such amount as determined necessary for such purpose by the Executive Director of the EDA in consultation with City Engineer.
3. The EDA hereby authorizes an amendment to its budget consistent with the transfer authorized above for the acquisition of Parcel 6, 7, and 8.

The foregoing resolution was introduced by EDA Commissioner Jeff Lunde and duly seconded by EDA Treasurer Lisa Jacobson. The following commissioners voted in favor of the resolution: Lisa Jacobson, Jeffrey Lunde, Terry Parks, Susan Pha, Wynfred Russell and Tonja West-Hafner. The following voted against: Mark Mata. The following were absent: None. Whereupon the resolution was adopted.



RESOLUTION #2020-4 AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,712,060 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCELS 6, 7, and 8 FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

Page 2

ADOPTED: March 30, 2020



JEFFREY LUNDE  
PRESIDENT



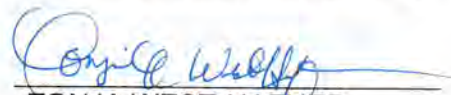
KIM BERGGREN  
EXECUTIVE DIRECTOR

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified Secretary of the Brooklyn Park Economic Development Authority, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the Brooklyn Park Economic Development Authority of the City of Brooklyn Park on March 30, 2020.

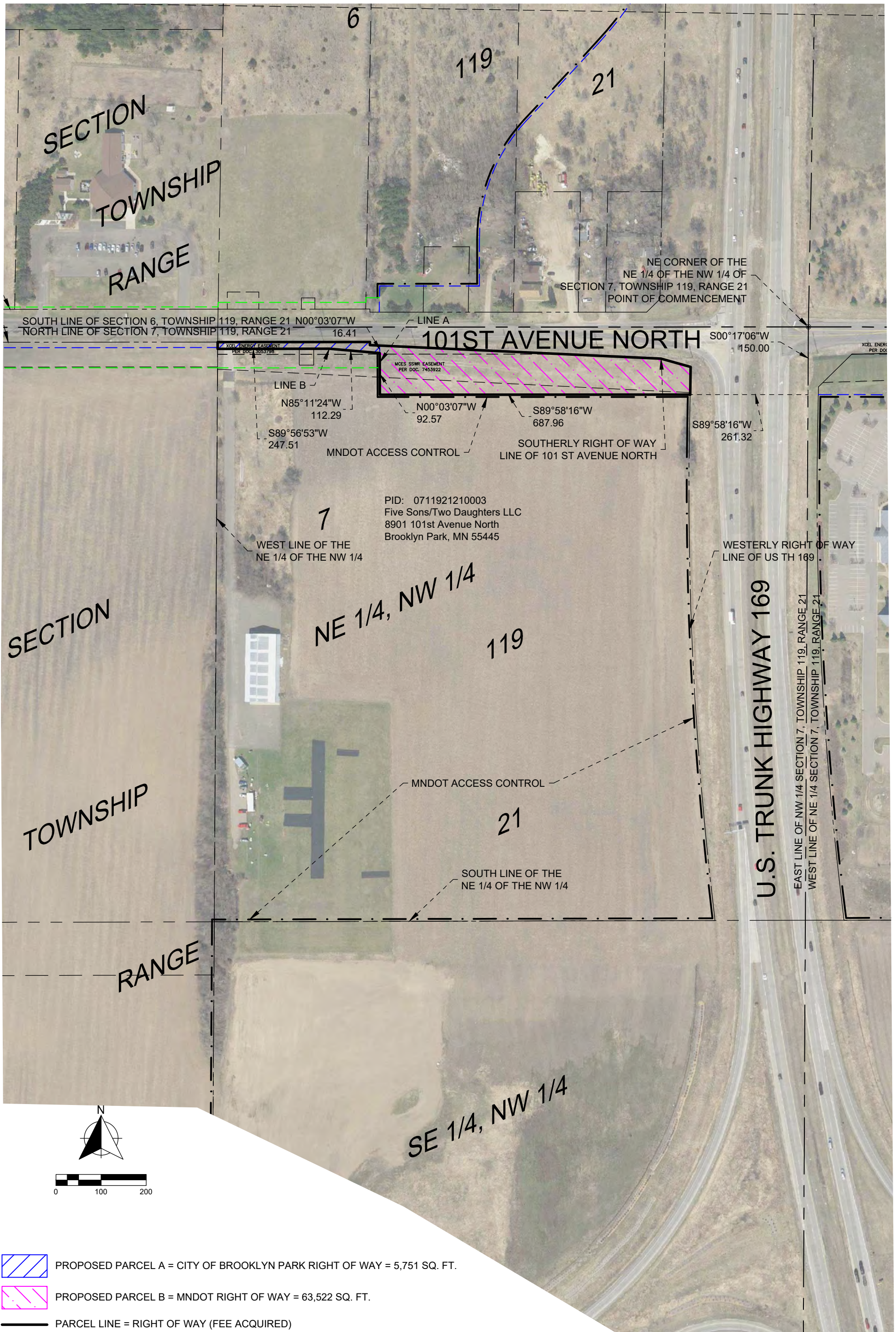
WITNESS my hand officially as Economic Development Authority Secretary this 03<sup>rd</sup> day of April 2020.

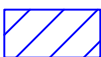



*June*



TONJA WEST-HAFNER  
EDA SECRETARY





-  PROPOSED PARCEL A = CITY OF BROOKLYN PARK RIGHT OF WAY = 5,751 SQ. FT.
-  PROPOSED PARCEL B = MNDOT RIGHT OF WAY = 63,522 SQ. FT.
-  PARCEL LINE = RIGHT OF WAY (FEE ACQUIRED)
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



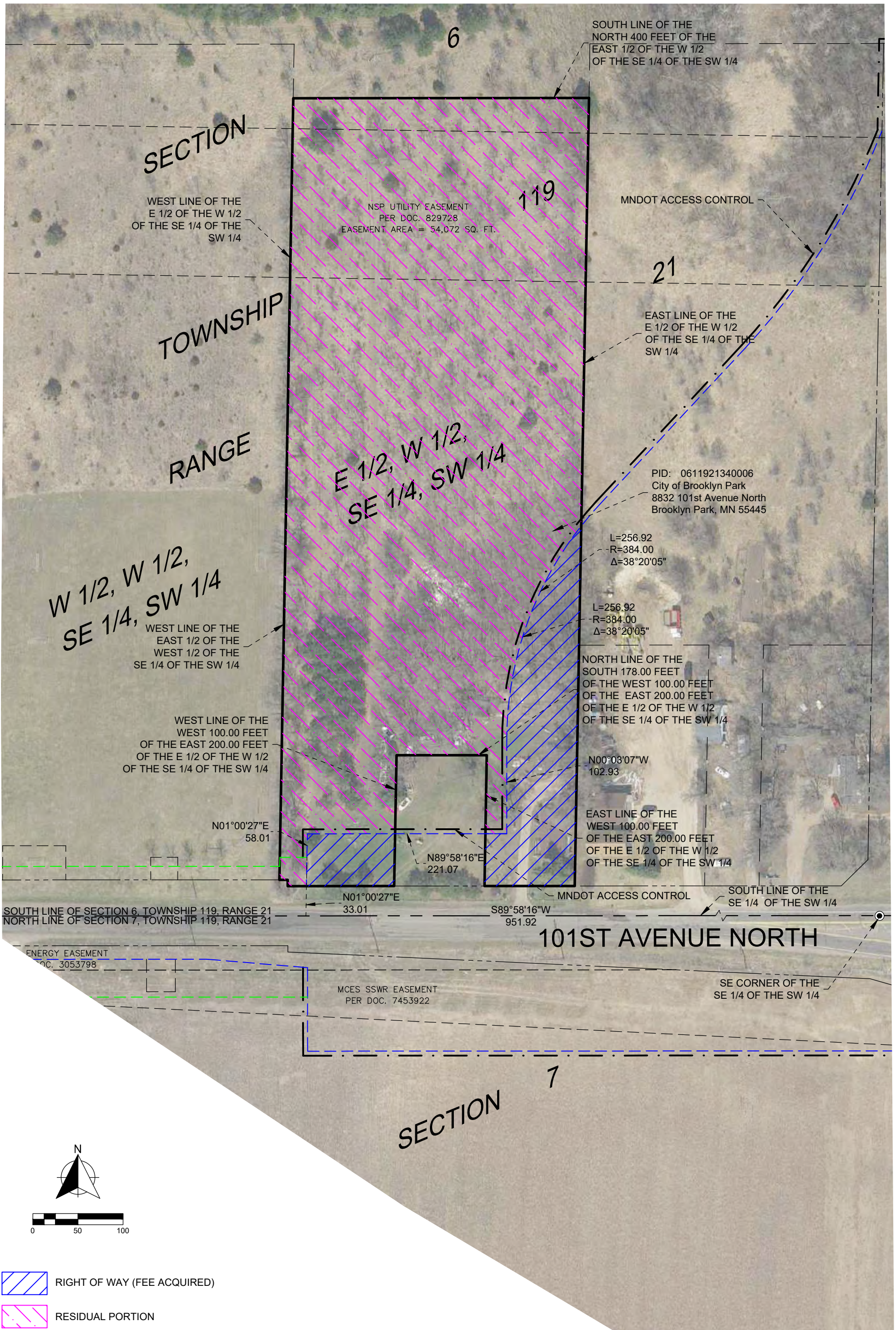
TH 169 / 101st Avenue Interchange  
 Right of Way Area Exhibit  
 Parcel 4  
 8901 101st Avenue North  
 Brooklyn Park, Minnesota

WSB Project No. 024011-000

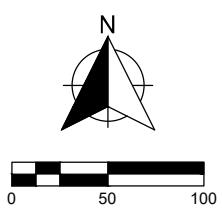
Date: 12/21/23







K:\024011-000\Survey\Drawing\PARCEL 5.dwg, 11/21/2023 3:52:19 PM, DWG To PDF.pcb



- RIGHT OF WAY (FEE ACQUIRED)
- RESIDUAL PORTION
- TEMPORARY GRADING EASEMENT LINE

Prepared by: 	<b>TH 169 / 101st Avenue Interchange</b> Residual Portion Exhibit Parcel 5 8832 101st Avenue North Brooklyn Park, Minnesota	WSB Project No. 024011-000      Date: 11/21/23 
------------------	-----------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------



W 1/2, W 1/2,  
SE 1/4, SW 1/4

E 1/2, W 1/2,  
SE 1/4, SW 1/4  
6

SECTION

WEST LINE OF THE  
WEST 100.00 FEET  
OF THE EAST 200.00 FEET  
OF THE E1/2 OF THE W 1/2  
OF THE SE1/4 OF THE SW1/4

MNDOT ACCESS CONTROL

NORTH LINE OF THE  
SOUTH 178.00 FEET  
OF THE WEST 100.00 FEET  
OF THE EAST 200.00 FEET  
OF THE E1/2 OF THE W 1/2  
OF THE SE1/4 OF THE SW1/4

PID: 0611921340009  
City of Brooklyn Park  
Address Unassigned  
Brooklyn Park, MN 55445

EAST LINE OF THE  
WEST 100.00 FEET  
OF THE EAST 200.00 FEET  
OF THE E1/2 OF THE W 1/2  
OF THE SE1/4 OF THE SW1/4

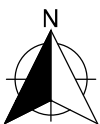
SOUTH LINE OF SECTION 6, TOWNSHIP 119, RANGE 21  
NORTH LINE OF SECTION 7, TOWNSHIP 119, RANGE 21




101ST AVENUE NORTH

EASEMENT  
53798

MCES SSWR EASEMENT  
PER DOC. 7453922

SECTION  
7



-  RIGHT OF WAY (FEE ACQUIRED)
-  RESIDUAL PORTION
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



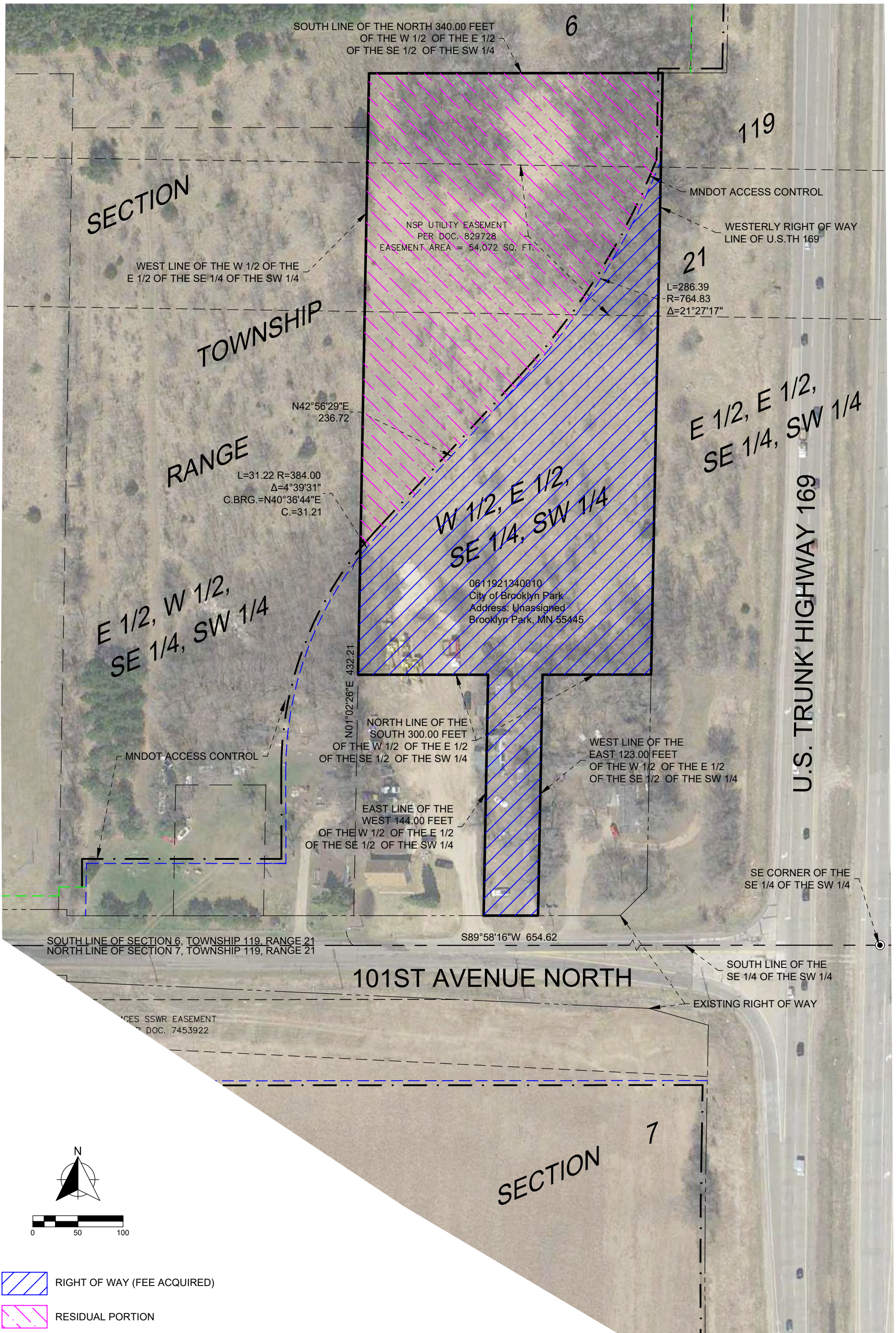
TH 169 / 101st Avenue Interchange  
Residual Portion Exhibit  
Parcel 6  
Address Unassigned  
Brooklyn Park, Minnesota

WSB Project No. 024011-000

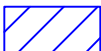


Date: 11/21/23







K:\024011-000\Survey\Drawing\PARCEL 8.dwg, 11/21/2023 3:51:36 PM, DWG To PDF.pcb


-  RIGHT OF WAY (FEE ACQUIRED)
-  RESIDUAL PORTION
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



TH 169 / 101st Avenue Interchange  
 Residual Portion Exhibit  
 Parcel 8  
 Address: Unassigned  
 Brooklyn Park, Minnesota

WSB Project No. 024011-000 Date: 11/21/23





# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	John Kinara, Housing and Redevelopment Coordinator
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	4	<b>Presented By:</b>	John Kinara
<b>Item:</b>	Approve Proposed Use of Fiscal Year 2024/ 2025 Urban Hennepin County Community Development Block Grant Program Funds and Authorize Execution of Subrecipient Agreement with Hennepin County and any Third-Party Agreements		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_ APPROVING PROPOSED USE OF FISCAL YEAR 2024-2025 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY THIRD-PARTY AGREEMENTS.

## Overview:

The City Council held a public hearing for the preliminary allocation of \$451,679 for FY2024 – FY2025 Community Development Block Grant (CDBG) funds on January 29, 2024. At the meeting, Council Members were briefed about various program activities recommended for funding. Discussion focused on funding for Environmental Health, Home Rehabilitation Deferred Loan Program, and the rehabilitation of the Zanewood Teen Center. During the Council meeting, members proposed to maintain the 2024 Environmental Health CDBG budget at \$17,500 and allocated \$200,000 to the Home Rehabilitation Deferred Loan Program. Council Members also discussed the allocation of \$234,179 in CDBG dollars to fund the rehabilitation and potential expansion of the Zanewood Teen Center to create more space for programming activities. Council members also approved the selection of John Kinara, Housing and Redevelopment Coordinator as the city's representative to the Hennepin County Public Services Selection Committee. There was one public comment from a member of the community who wanted to know how more CDBG dollars can be allocated to serve more residents in the community.

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

The City Council sets the use of CDBG funds in two steps, a public hearing and preliminary approval and final approval in February for the upcoming program year. HUD requires a public hearing for the purpose of soliciting comments from the community on the proposed use of these funds. The proposed total FY2024/ 2025 CDBG allocation for Brooklyn Park is approximately **\$451,679**. FY 2024 program runs from July 1, 2024, to June 30, 2025.

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

**Table 1: FY2024 CDBG Funds Available**

<b>Program Funds</b>	<b>Estimated FY2024/2025 CDBG Allocation</b>
FY2024 CDBG Allocation for locally directed programming	\$401,679
Unspent 2021 CDBG funds (previously for ADA improvements at Lakeland Park)	\$50,000
<b>Total</b>	<b>\$451,679</b>

**Primary Issues/Alternatives to Consider:**

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

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

The City's proposed allocation of \$401,679 is an estimate provided by Hennepin County and may change, up or down, per HUD's final announcement around July 1, 2024. A provision in the final resolution will address any change in funding.

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

The City has participated in the CDBG program for the past 42 years and historically the City Council has allocated the major portion of the funds for EDA and Council approved housing and redevelopment projects. In addition, the City Council has also supported community public/human service programs through utilization of 15-percent of CDBG funds, the maximum allowed by HUD for that purpose.

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

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

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

In the FY2023, \$436,197 in public service funds were available through Hennepin County's CDBG program. 21 proposals requesting \$1.8M were received during the 2023 CDBG Public Services RFP. A total of 10 organizations were funded. Awards ranging from \$10,000 to \$66,000 were given, and many of the organizations providing services that meet the needs of Low-Moderate income residents in Brooklyn Park and other northwestern suburbs.

On January 18, 2024, Hennepin County issued a Request for Proposals (RFP) for the 15-percent of CDBG directed to public/human service activities. All registered non-profit organizations operating in Brooklyn Park may submit applications for CDBG funds. The submission of applications to the County are due on February 15, 2024. The Selection Committee will meet in March to review and score all the submitted applications before making funding recommendations to the County Board for the Annual Action Plan approval expected in May 2024.

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

Staff recommends using the non-public service funds totaling \$401,679 for the programs described in Table 2 which details the CDBG funding allocations made in FY2023 and proposed funding allocations for FY2024. The proposed allocations for FY2024 aim to meet HUD expectations to serve multiple income groups and areas in the community as the objectives of Hennepin County's Consolidated Plan.

**Table 2: FY2024 CDBG Proposed Program Activities**

<b>Program Activity</b>	<b>FY2023 Funds Awarded</b>	<b>FY2024 Proposed Funding</b>
Home Rehabilitation Deferred Loans	\$314,000	\$200,000
Environmental Health	\$17,500	\$17,500
Teen Center	\$100,000	\$234,179
<b>TOTAL</b>	<b>\$431,500</b>	<b>\$451,679</b>

**Home Rehabilitation Deferred Loan Program****\$200,000**

Staff recommends allocating \$200,000 to the Home Rehabilitation Deferred Loan Program. Administered in partnership with Hennepin County, this program provides financial resources to single-family homeowners for capital improvements and emergency repairs. Hennepin County has indicated that they do not have capacity to administer more than \$200,000 in loans in FY2024, which is why this amount is lower than in previous years.

The program allows homeowners who earn 80-percent of the Area Median Income or less to borrow money to make interior and exterior improvements such as new furnaces, windows, siding as well as some kitchen renovations. The Home Rehabilitation Deferred Loan Program provides zero interest loans without any monthly payments and is entirely forgiven if the borrower maintains ownership and occupancy for 10 years.

Under the current program guidelines, qualifying Brooklyn Park homeowners receive between \$1,000 and \$20,000 in a deferred loan. In the fiscal year 2023 about \$280,000 was awarded to 20 homeowners, with 300 more homeowners still on the waiting list. The average amount awarded to qualifying homeowners was about \$15,000.

**Environmental Health****\$17,500**

The Environmental Health Program and Public Health Division continue to handle high levels of code violations in the neighborhoods. From FY2011 – FY2023, the City has allocated CDBG funds for increased code correction activities within designated census tracts of the City. The need for additional staff continues in 2024 to manage the high number of code violations and to track and monitor any vacant and under-maintained properties. Staff proposes to continue using existing environmental health staff in this effort and to allocate CDBG funds for this purpose to allow for extra enforcement in the neighborhoods. The approved 2024 budget included the anticipated use of CDBG funds in this manner.

**Teen Center****\$234,179**

The Youth and Teen Recreation Center was identified as a priority of the 2018 Park Bond Referendum. The Zanewood Recreation Center has served the community for more than twenty years, but as the demand has increased the facility is no longer large enough to support all of program needs. A new Youth and Teen Recreation Center would be a hub for youth and teen activities as well as daily drop-in activity. Positive youth development programs strengthen young people's sense of identity, belief in the future, self-regulation, and self-efficacy as well as their social, emotional, cognitive, and behavioral competence.

The concept planning and pre-design work for the expansion of the existing facility, or the construction of a new facility, started early in 2023. Creating space for arts programs, workforce development, music studio production, homework assistance, drop-in activities, fitness activities and youth outreach are all part of the vision for the new space.

The Recreation and Parks Department is seeking \$234,179 in Community Development Block grants to help support the concept planning and design work. Additional CDBG funding could be requested in future years to support this project.

**Staff Analysis**

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

The City Council has discretion on suggested funding allocations. Staff will evaluate any proposed changes to the allocations presented in this report for consistency with CDBG guidelines and report any findings at the February 12 Council meeting.

**Budgetary/Fiscal Issues:**

The CDBG program is a federally funded program and has no impact to the City's budget, except for the budgeted City staff time needed to receive and allocate funds and administer CDBG-funded programs.

**Attachments:**

4.2A RESOLUTION

4.2B HOME REHABILITATION AND EMERGENCY DEFERRED LOAN PROGRAM – 2024

4.2C ENVIRONMENTAL HEALTH PROGRAM – 2024

4.2D ZANEWOOD TEEN CENTER FACILITY – 2024

RESOLUTION #2024-

RESOLUTION APPROVING PROPOSED USE OF FISCAL YEAR 2024 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY THIRD-PARTY AGREEMENTS

WHEREAS, the City of Brooklyn Park, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program; and

WHEREAS, the City of Brooklyn Park has developed a proposal for the use of Urban Hennepin County CDBG funds made available to it, and held a public hearing on January 29, 2024, to obtain the views of residents on local and Urban Hennepin County housing and community development needs and priorities regarding the City’s proposed use of \$451,679 from the Fiscal Year 2024 Urban Hennepin County Community Development Block Grant program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the following projects for funding from the Urban Hennepin County Community Development Block Grant program and authorize submittal of the proposal to Hennepin County for review and inclusion in the Fiscal Year 2024 Urban Hennepin County Community Development Block Grant Program.

FY2024 CDBG PROGRAM ACTIVITY	BUDGET
Home Rehab/Emergency Deferred Loan Program	\$200,000
Environmental Health/Code Enforcement	\$17,500
Zanewood Teen Center	\$234,179
<b>Total Allocation</b>	<b>\$451,679.85</b>

BE IT FURTHER RESOLVED that should the final amount of Fiscal Year 2024 CDBG funds available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the Home Rehab/Emergency Deferred Loan Program activity reflect an increase or decrease in funding accordingly.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor and its City Manager to execute the Subrecipient Agreement and any required Third-Party Agreements on behalf of the City.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and its City Manager to approve such modifications to the Agreement as in their judgment is consistent with the spirit and content thereof.



## Hennepin County CDBG Funding Request Form 2024 Program Year DIRECT ALLOCATION

### Organization Information

**Agency/Organization Name:** City of Brooklyn Park

**Address:** 5200 85<sup>th</sup> Avenue North, Brooklyn Park, MN 55443

**Organization Type:** Government Non-Profit For-Profit Other: [Click here to enter text.](#)

**Name of Primary Contact:** John T. Kinara

**Title of Primary Contact:** Housing and Redevelopment Coordinator

**Primary Contact Email:** john.kinara@brooklynpark.org

**Primary Contact Phone:** 763 493 8054

**Unique Entity Identifier Number:** MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in [www.SAM.gov](http://www.SAM.gov).

### Activity Information

**Activity Name:** Home Rehabilitation Deferred Loan/ Emergency Rehabilitation Deferred Loan Programs

**Amount of 2024 CDBG Funding Request:** \$\$200,000

**Use of CDBG Funds (e.g. acquisition, rehabilitation, construction):** Rehabilitation and deferred maintenance repairs.

**Description of Activity:** Staff is recommending funding be provided for the Brooklyn Park Home Rehabilitation/ Emergency Deferred Loan Program from CDBG funds for FY2024. In the FY2023, CDBG funds were also allocated to this program. About 24 projects in dire need of repairs qualified for the program grants. The need for this program is high and the proposed funding will allow staff to complete another 20 projects in FY2024. The City of Brooklyn Park in partnership with Hennepin County provides these deferred loans to homeowners to make eligible improvements, emergency repairs and deferred maintenance. The housing program is designed to enhance the home values and curb appeal of the existing housing stock while promoting a safe, stable, and suitable living environment in the community. [Click here to enter text.](#)

**Location Address (if applicable):** City of Brooklyn Park – City Wide

**Description of Project Service Area (if applicable):** The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households. The anticipated goal in this regard is to help low to moderate income homeowners make the necessary deferred repairs to their residential units.

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



**a.) Housing activities:** The anticipated goal in this regard is to help about 20 low to moderate income qualified homeowners make the necessary deferred repairs to their residential units.

**#Housing Units:** 20

**b.) Public Facilities activities:**

**List Census Block Groups served by the facility:** N/A

**c.) All other activities:** [Click here to enter text.](#)

**#People Served:** 20 households

**Activity Need, Consistency with Plans, and Public Support**

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

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

**What community needs does this activity address?**

Preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park

**How does the activity address a goal identified in the 2020-2024 Consolidated Plan?**

*Note: Specify which Strategy and Goal the activity addresses.*

It's a high priority strategic need that preserves and maintains single family affordable homeownership in the City of Brooklyn Park for low to moderate income households.

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

This program activity will allow the city to continue administering the housing program that has been in high demand. We anticipate completing at about 20 additional projects by the end of the fiscal year 2024

**Describe any community or private partnership support:**

The Home Rehabilitation/ Emergency Deferred Loan Program is administered by Hennepin County in partnership with the City of Brooklyn Park.

**Implementation Schedule**

**Projects should plan to begin after July 1, 2024, and to be complete by June 30, 2025.**

Note: Priority given to projects that can be completed by March 30, 2024.

TASK	Anticipated Completion Date
Homeowner occupied units rehabilitation projects	June 30, 2025

**Activity Budget -- Funding Sources & Uses**

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

SOURCES	AMOUNT	USES	AMOUNT
<b>CDBG</b>	\$200,000	Homeowner rehabilitation	\$200,000
<b>Other Local Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other Federal Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>State</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Private</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>TOTAL</b>	<b>\$200,000</b>		<b>\$200,000</b>

(Attach separate pages if necessary)

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

If yes, describe: The Home Rehabilitation / Emergency Deferred Loan Program was funded by CDBG funds in the amount of \$314,000 in the FY2023 –FY2024. The program served about 20 income qualified homeowners in Brooklyn Park.

**Staff Capacity**

**Describe staff capacity and experience relevant to administering this activity:**

Staff administered this program in FY2023 and has previously administered this program for several decades in the past. The City of Brooklyn Park and Hennepin County have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

**Describe the organization’s experience complying with federal grant regulations:**

City of Brooklyn Park has participated in the CDBG Program for the past 42 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city’s internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

**Does your organization go through an independent/ third party financial audit annually?** (Note: acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

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

John Kinara – Housing and Redevelopment Coordinator; Certified Housing Development Finance Professional (HDFP) – City of Brooklyn Park.

Melisa Illes – Senior Housing Analyst; Certified Housing Development Finance Professional (HDFP) – Hennepin County

Lori Lindberg–Principal Planning Analyst – Hennepin County



## Hennepin County CDBG Funding Request Form 2024 Program Year DIRECT ALLOCATION

### Organization Information

**Agency/Organization Name:** City of Brooklyn Park

**Address:** 5200 85<sup>th</sup> Avenue North, Brooklyn Park, MN 55443

**Organization Type:**  **Government**  **Non-Profit**  **For-Profit**  **Other:** [Click here to enter text.](#)

**Name of Primary Contact:** John T. Kinara

**Title of Primary Contact:** Housing and Redevelopment Coordinator

**Primary Contact Email:** john.kinara@brooklynpark.org

**Primary Contact Phone:** 763 493 8054

**Unique Entity Identifier Number:** MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in [www.SAM.gov](http://www.SAM.gov).

### Activity Information

**Activity Name:** Environmental Health Program (formerly code enforcement)

**Amount of 2024 CDBG Funding Request:** \$\$17,500

**Use of CDBG Funds (e.g., acquisition, rehabilitation, construction):** Staff time for monitoring and enforcing code violations in CDBG eligible census tracts and properties within the City of Brooklyn Park.

**Description of Activity:** The Environmental Health Program and Public Health Division continue to handle high levels of code violations in specific neighborhoods. The aging housing stock and subsequent vacant homes over the last few years has increased the workload for code enforcement staff. From FY2011 – FY2023, the City has allocated CDBG funds for increased code correction activity within designated areas of the City. The need for additional staff continues in 2024 to manage the high number of code violations, and track and monitor any foreclosed, aged, and vacant properties. Staff proposes to continue using existing environmental Health staff in this effort and to allocate CDBG funds for this purpose in order to relieve the general fund budget and allow for enhanced corrective actions in the CDBG eligible neighborhoods. . [Click here to enter text.](#)

**Location Address (if applicable):** City of Brooklyn Park – City Wide in CDBG Eligible Areas

**Description of Project Service Area (if applicable):** The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households. The anticipated goal in this regard is to help low to moderate income homeowners meet the necessary code requirements within the appropriate time.

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

**a.) Housing activities:** The anticipated goal in this regard is to help about 375 low to moderate income homeowners make the necessary code corrections in their residential units as they arise.

**#Housing Units:** About 375

**b.) Public Facilities activities:**

**List Census Block Groups served by the facility:** N/A

**c.) All other activities:** [Click here to enter text.](#)

**#People Served:** 375 households

**Activity Need, Consistency with Plans, and Public Support**

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

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

**What community needs does this activity address?**

Preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park’s designated neighborhoods

**How does the activity address a goal identified in the 2020-2024 Consolidated Plan?**

**Note: Specify which Strategy and Goal the activity addresses.**

This program activity will allow the city to continue administering code enforcement activities proactively thus stabilizing the existing housing stock of single-family homes in CDBG designated/ eligible areas.

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

This program preserves and stabilizes single family homeownership for low to moderate households in the City of Brooklyn Park’s designated neighborhoods.

**Describe any community or private partnership support:**

Environmental Health is administered by the City of Brooklyn Park’s public health division in partnership with Hennepin County and Minnesota Department of Human Services.

**Implementation Schedule**

**Projects should plan to begin after July 1, 2024, and to be complete by June 30, 2025.**

Note: Priority given to projects that can be completed by March 30, 2024.

TASK	Anticipated Completion Date
Environmental health code correction activities	June 30, 2025

**Activity Budget -- Funding Sources & Uses**

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

SOURCES	AMOUNT	USES	AMOUNT
<b>CDBG</b>	\$17,500	Code correction activities	\$17,500
<b>Other Local Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other Federal Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>State</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Private</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>TOTAL</b>	<b>\$17,500</b>		<b>\$17,500</b>

(Attach separate pages if necessary)

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

If Yes, describe: The environmental health division has been funded with CDBG funds for several years due to increased code violations brought about by an aging housing stock and some vacant foreclosed properties. The CDBG funds are specifically used to pay staff time in delivering the code correction related activities.

### Staff Capacity

#### Describe staff capacity and experience relevant to administering this activity:

Staff administered this program in FY2023 and has previously administered this program for several decades in the past. The City of Brooklyn Park, Hennepin County and the Department of Health have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

#### Describe the organization's experience complying with federal grant regulations:

City of Brooklyn Park has participated in the CDBG Program for the past 42 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city's internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

#### Does your organization go through an independent/ third party financial audit annually? (Note:

acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

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

John Kinara – Housing and Redevelopment Coordinator (HFDP) – City of Brooklyn Park.

Jason Newby – Public Health and Environmental Services Manager – City of Brooklyn Park

Lori Lindberg – Principal Planning Analyst – Hennepin County

Teegan Wydra – Environmental Health Specialist

Melisa Illes – Senior Program Analyst – Hennepin County



## Hennepin County CDBG Funding Request Form 2024 Program Year DIRECT ALLOCATION

### Organization Information

**Agency/Organization Name:** City of Brooklyn Park

**Address:** 5200 85<sup>th</sup> Avenue North, Brooklyn Park, MN 55443

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

**Name of Primary Contact:** John T. Kinara

**Title of Primary Contact:** Housing and Redevelopment Coordinator

**Primary Contact Email:** john.kinara@brooklynpark.org

**Primary Contact Phone:** 763 493 8054

**Unique Entity Identifier Number:** MUTWF37ZH2D5

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government will use the Unique Entity ID created in [www.SAM.gov](http://www.SAM.gov).

### Activity Information

**Activity Name:** ZaneWood Teen Center Program)

**Amount of 2024 CDBG Funding Request:** \$234,179

**Use of CDBG Funds (e.g., acquisition, rehabilitation, construction):** Rehabilitation of a city owned public facility to improve its functionality and safety while providing increased specific programming activities that benefits low- and moderate-income households, youth, and young adults.

**Description of Activity:** The Youth and Teen Recreation Center was identified as a priority of the 2018 Park Bond Referendum. The ZaneWood Recreation Center has served the community for more than twenty years, but as the demand has increased the facility is no longer large enough to support all of program needs. A newly expanded Youth and Teen Recreation Center at the same facility would be a hub for youth and teen activities as well as daily drop-in activity. Positive youth development programs strengthen young people's sense of identity, belief in the future, self-regulation, and self-efficacy as well as their social, emotional, cognitive, and behavioral competence.

The concept planning and pre-design work for the expansion of the existing facility, started in early 2023. Creating space for arts programs, workforce development, music studio production, homework assistance, drop-in activities, fitness activities and youth outreach are all part of the vision for the new space.

**Location Address (if applicable):** City of Brooklyn Park – 7100 Zane Ave N, Brooklyn Park, MN 55429

**Description of Project Service Area (if applicable):** The program will address the needs of the population within the City of Brooklyn Park that meets 80% of the Area Median Income and below as well as the Low – Moderate households, youth, and young adults. The anticipated goal in this regard is to help low to moderate

income households, youth and young adults enjoy the after-school program benefits as well as other recreational and extra-curricular activities in this high poverty concentration area.

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

**a.) Housing activities:**

**#Housing Units:** N/A

**b.) Public Facilities activities:**

**List Census Block Groups served by the facility:** [Click here to enter text.](#) 268101, 268102,268103,268104,268105,268106, 268161, 268162, 268163, 268164, 268165, 268181, 268182, 268183, 268184, 268191, 268092, 268093

**c.) All other activities:** [Click here to enter text.](#)

**#People Served:** The goal is to serve at least over 5000 youth, young adults, and parents in FY2024

**Activity Need, Consistency with Plans, and Public Support**

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

Low – Moderate Income qualified households who meet the 80% area median income threshold and below

**What community needs does this activity address?**

Preserves maintains a city owned public facility that provides programming benefits for low – moderate income households, youth, and young adults in the designated census blocks

**How does the activity address a goal identified in the 2020-2024 Consolidated Plan?**

**Note: Specify which Strategy and Goal the activity addresses.**

It’s a high priority strategic need that preserves a public facility that provides youth programming services, education, and outreach in designated census blocks.

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

This funding proposal will be critical in preserving and stabilizing the functionality as well as the safety of the Zanewood Recreation Teen Center. In this regard the Center will continue providing increased capacity for youth programming services, education, and outreach in the community.

**Describe any community or private partnership support:**

The City of Brooklyn Park has worked closely with staff from Hennepin County in previous years to administer other structural improvements for public facilities..

**Implementation Schedule**

**Projects should plan to begin after July 1, 2024, and to be complete by June 30, 2025.**

Note: Priority given to projects that can be completed by March 30, 2024.

TASK	Anticipated Completion Date
Zanewood Teen Center Improvements	June 30, 2025



### Activity Budget -- Funding Sources & Uses

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

SOURCES	AMOUNT	USES	AMOUNT
<b>CDBG</b>	\$234,179	Public Facility Improvements	\$234,179
<b>Other Local Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other Federal Government (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>State</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Private</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>Other (list)</b>	N/A	Click here to enter text.	Click here to enter text.
<b>TOTAL</b>	<b>\$234,179</b>		<b>\$234,179</b>

(Attach separate pages if necessary)

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

**If Yes, describe:** In FY2015 – FY2016, the Zanewood Center received \$50,000 in CDBG funds. Improvements and additions to the Zanewood Community Center were made to support and better serve the growing need and programming opportunities for the residents in the center's service area. First, the project involved the installation of a concrete apron around the outdoor basketball court. The basketball court serves many of the over 3,000 area youth who use the recreation center for afterschool and weekend activities. Second, the project involved the construction of a shed that's being used for storage purposes. The sporting items and equipment as well as maintenance machinery or tools need to be stored in a safe and secure shed. Third, the Center built a dumpster enclosure area for trash collection purposes.

In the FY2016, the facility received \$100,000 in CDBG funds to redesign the front entry lobby for safety, security, and enhanced visibility. This change was recommended by the Brooklyn Park Police Department for the purpose of utilizing Crime Prevention through Environmental Design techniques to maximize the facility's security and safety. In addition, the facility also created a professional office space with two separate rooms in the front lobby to facilitate efficiency in customer service delivery. The additional office space was necessary in providing adequate space for the front office staff to utilize in addressing the needs of the youth undertaking various programming activities as well as the community members.

In 2023, the facility received another \$100,000 for concept planning and pre-design work for the expansion of the existing facility, or the construction of a new facility. Creating space for arts programs, workforce development, music studio production, homework assistance, drop-in activities, fitness activities and youth outreach are all part of the vision for the new space.

### Staff Capacity

**Describe staff capacity and experience relevant to administering this activity:**

Staff has previously administered this program for several decades in the past. The City of Brooklyn Park, and Hennepin County have experienced staff with a wealth of knowledge, skills, and abilities to manage the program implementation, monitoring, evaluation, reporting and compliance.

**Describe the organization's experience complying with federal grant regulations:**



City of Brooklyn Park has participated in the CDBG Program for the past 42 years. Each fiscal year, the city undergoes an independent audit to ensure that the standards set by the federal government, oversight agencies, or the city's internal controls are followed. These standards will differ across the board, but most will include program rules and requirements, documentation of program processes, progress, and impact, and reporting of data.

**Does your organization go through an independent/ third party financial audit annually?** (Note: acceptance of CDBG funds require financial statements and may require organizations to have financial statements audited by a third-party auditor or a single audit annually at the expense of the organization.) Yes, Brooklyn Park is audited every year for all the external grant funding from the federal, state and county governments.

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

John Kinara – Housing and Redevelopment Coordinator (HFDP) – City of Brooklyn Park.

Brad Tullberg – Parks and Recreation Director – City of Brooklyn Park

Lori Lindberg – Principal Planning Analyst – Hennepin County

Melisa Illes – Senior Program Analyst – Hennepin County

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Matt Hayes-Regan, Planning Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Paul Mogush, Planning Director
<b>Item:</b>	Development Bond and Escrow Reductions/Releases		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$3,298.59), AND TO FULLY RELEASE THE PERFORMANCE BOND (\$10,000.00) FOR SATISFACTORY COMPLETION OF THE "SUITE LIVING" PROJECT #18-118.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO FULLY RELEASE THE BANK OF AMERICA AMENDED LETTER OF CREDIT #3132619 (\$439,422.00), TO FULLY RELEASE THE PERFORMANCE BOND (\$139,300.00), TO PARTIALLY RELEASE THE DEVELOPERS' ESCROW (\$71,402.23) FOR A NEW TOTAL OF (\$25,000.00) FOR SUBSTANTIAL COMPLETION OF THE "PEMBERLY" PROJECT #19-114.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO FULLY RELEASE THE PERFORMANCE BOND (\$1,193,200.00), TO PARTIALLY RELEASE THE DEVELOPERS' ESCROW (\$9,182.93) FOR A NEW TOTAL OF (\$25,000.00) FOR SUBSTANTIAL COMPLETION OF THE "610 COMMERCE CENTER 5TH" PROJECT #21-113.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO FULLY RELEASE THE DEVELOPERS' ESCROW (\$9,526.56) FOR SATISFACTORY COMPLETION OF THE "TAKE 5 BROOKLYN PARK" PROJECT #22-102.

## 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

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Contract with Hennepin County for the Continued Funding of the Joint Community Police Partnership		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_\_ APPROVING A CONTRACT WITH HENNPIN COUNTY FOR THE CONTINUED FUNDING OF THE JOINT COMMUNITY POLICE PARTNERSHIP.

## Overview:

Beginning in 2007, Hennepin County provided funding to the City of Brooklyn Park for the Joint Community Police Partnership (JCPP). The mission of the JCPP is to enhance communications and understanding between law enforcement and multicultural residents. The Police Department seeks to enter into a contract for the period of January 1, 2024, through December 31, 2026, to support this program. The agreement would provide the Police Department with an embedded community liaison to facilitate engagement of culturally diverse communities.

According to the agreement the Police Department is responsible for 30% of the salary and benefits of a community liaison, with a not-to-exceed amount of \$44,668 for 2024. Future amounts will be determined at a later date.

## Primary Issues/Alternatives to Consider:

Due to current staffing levels within the police department, we do not have a community engagement officer assigned to support this work. If this contract is not renewed, we will lose the community liaison assigned to our department and will not be able to maintain our current level of strategic, multicultural engagement.

## Budgetary/Fiscal Issues:

This contract was included as a line item in the approved 2024 budget at \$30,000. It is anticipated that the balance of this contract can be funded with cost savings in other areas of the budget.

## Attachments:

- 4.4A RESOLUTION
- 4.4B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING A CONTRACT WITH HENNEPIN COUNTY FOR THE  
CONTINUED FUNDING OF THE JOINT COMMUNITY POLICE PARTNERSHIP

WHEREAS, the mission of the Joint Community Police Partnership is to enhance communications and understanding between law enforcement and multicultural residents; and

WHEREAS, this agreement provides for a community liaison assigned to the Police Department to facilitate engagement of culturally diverse communities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City approve a contract with Hennepin County for the continued funding of the Joint Community Police Partnership.

## **COOPERATIVE AGREEMENT FOR JOINT COMMUNITY POLICE PARTNERSHIP**

This agreement (“Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County Human Services Department (“HSPHD”), and City of Brooklyn Park (“CITY”) on behalf of its Police Department (“PD”), 5200 85th Avenue North, Brooklyn Park, Minnesota 55443. The parties to this Agreement may also be referred to individually as “Party” or collectively as “Parties”.

The Parties agree as follows:

### **1. TERM OF THE AGREEMENT**

The term of the Agreement shall be from January 1, 2024, through December 31, 2026, unless terminated earlier in accordance with the provisions herein.

### **2. PROJECT/PROGRAM DEFINITION, PURPOSE**

- A. The Joint Community Police Partnership (“JCPP”) is a collaborative effort of the cities of Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center, Edina, Crystal, New Hope, Robbinsdale and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement.
- B. As part of its collaboration with JCPP, PD will provide police community outreach. PD will participate in outreach activities including community dialogues, culturally specific community events, New American Academies and Youth/Teen Academies.

### **3. FUNDING/PAYMENT**

- A. PD will provide funding, via its approved budget, for 30% of the salary and benefits of an HSPHD Senior Administrative Assistant FTE not to exceed \$44,668.00 for 2024. Future amounts to be determined at a later date.
- B. The Senior Administrative Assistant will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance with local, state and federal regulations.
- C. HSPHD shall, within thirty (30) calendar days following the last day of each quarter, submit an invoice to PD for 30% of the cost of one position assigned to the program.
- D. PD will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, PD will notify HSPHD within ten (10) days of

receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, PD will make payment within thirty-five (35) days.

**4. DUTIES OF HSPHD**

Senior Administrative Assistant will:

- A. Meet regularly with police personnel to address community concerns.
- B. Organize community forums and workshops.
- C. Develop and organize community engagement initiatives.
- D. Organize and facilitate training for police and community.
- E. Facilitate the Multicultural Advisory Committee (“MAC”).

**5. DUTIES OF PD**

PD shall provide HSPHD with workspace including, work surfaces, desk chairs, guest chairs, access to conference rooms, interview rooms, lavatories, and break room facilities, telephone, fax service, and use of copy machine.

**6. LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY**

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless the other Party (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each Party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.
- B. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for the Parties may not be added together to determine the maximum amount of liability for any Party.
- C. Duty to Notify: Each Party shall promptly notify the other Party of any claim, action, cause of action or litigation brought against the notifying Party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement and shall also notify the other Party whenever there is a reasonable basis for believing that the notifying Party, its present and former officials, officers, agents, employees, volunteers or subcontractors, or the other Party, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising outof/or related to the services described in this Agreement.



**7. INSURANCE**

Each Party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

**8. WORKERS' COMPENSATION**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing activities pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

**9. INDEPENDENT PARTY**

- A. It is understood that the relationship between the Parties constitutes only the understandings set forth in this Agreement.
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and CITY/PD, nothing is intended or should be construed as creating or establishing the relationship of a partnership or joint venture between the Parties or as constituting CITY/PD as the agent, representative, or employee of COUNTY for any purpose. CITY/PD is and shall remain an independent contractor with respect to all services performed under this Agreement. CITY/PD's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CITY/PD's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CITY/PD's, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

**10. NONDISCRIMINATION**

Each Party agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected

status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

#### **11. NO THIRD PARTY**

Except as herein specifically provided, no other person, customer, employee, or invitee of COUNTY, CITY, or PD or any other third party shall be deemed to be a third-party beneficiary of any of the provisions herein.

#### **12. DATA PRIVACY**

Each Party and their respective officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy, confidentiality, disclosure of medical records or other health and enrollment information, and as any of the same may be amended. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

#### **13. PROGRAM STATISTICAL INFORMATION**

Each Party agrees to maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this Agreement.

#### **14. MERGER, MODIFICATION, AND SEVERABILITY**

- A. The entire Agreement is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, or modifications of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in the Agreement including but not limited to Liability / Indemnification / Duty to Notify; Insurance; Workers' Compensation; Merger, Modification and Severability; Cancellation or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
- D. The Parties are each bound by their own electronic signature(s) on this Agreement,

and each agrees and accepts the electronic signature of the other Party.

**15. CANCELLATION**

- A. This Agreement may be canceled with or without cause by either Party upon thirty (30) days written notice.
- B. If HSPHD has reason to believe that the safety or well-being of Senior Administrative Assistant may be endangered by actions of PD, its agents, and/or employees, HSPHD may terminate the Agreement immediately.

**16. NOTICES**

Any notice or demand which must be given or made by a Party hereto under the terms of this Agreement or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notice to HSPHD shall be sent to COUNTY Administration at the address listed in the opening paragraph of this Agreement, with a copy to HSPHD as described below. Notice to CITY/PD shall be sent to one of the following addresses:

PD  
Mark Bruley  
Chief of Police  
Brooklyn Park Police Department  
5400 85th Avenue North  
Brooklyn Park, Minnesota 55443

HSPHD  
Nathan Howard  
Professional Services Supervisor  
Hennepin County  
6125 Shingle Creek Parkway  
Brooklyn Center, Minnesota 55430

**17. MARKETING AND PROMOTIONAL LITERATURE**

CITY/PD shall notify COUNTY prior to publication, release, or occurrence of any Outreach (as defined below). The Parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of CITY/PD (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

**18. MINNESOTA LAWS GOVERN**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

**19. SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY; INSURANCE; WORKERS' COMPENSATION; INDEPENDENT PARTIES; DATA PRIVACY; MERGER, MODIFICATION, AND SEVERABILITY; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

**HENNEPIN COUNTY ADMINISTRATOR APPROVAL  
COOPERATIVE AGREEMENT**

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the  
County Attorney's Office

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

Reviewed by

By: \_\_\_\_\_  
County Administration Clerk

Date: \_\_\_\_\_

Reviewed by

By: \_\_\_\_\_  
Deputy County Administrator

Date: \_\_\_\_\_

CITY OF BROOKLYN PARK:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.5	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Approve a Subgrant Agreement with Hennepin County for Justice Assistance Grant (JAG) Funding		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_ APPROVING A SUBGRANT AGREEMENT WITH HENNEPIN COUNTY FOR JUSTICE ASSISTANCE GRANT (JAG) FUNDING.

## Overview:

The 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) has been awarded by the United States Department of Justice to disparate jurisdictions in Hennepin County. The grant provides funds to support all components of the criminal justice system and is a formula grant that is awarded based on population and part 1 crime rate.

Hennepin County is the fiscal agent for the award of \$692,092.00 and the City of Brooklyn Park has been sub-granted \$38,413.25.

The Brooklyn Park Police Department will use these funds for training equipment. These funds will allow for the acquisition of simunition conversion kits, lights, and optics so our officers can train with equipment that aligns with what they use to perform their regular duties. The funds will also be used to acquire a ballistic shield for patrol. The patrol-dedicated shield will increase officer safety when and ensure patrol always has access to the equipment.

The City of Brooklyn Park is requesting to accept the federal grant funds and enter a subgrant agreement with Hennepin County. The agreement attached to this request for council action is labeled "draft" since the agreement will be signed electronically.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

- 4.5A RESOLUTION
- 4.5B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING A SUBGRANT AGREEMENT WITH HENNEPIN COUNTY  
FOR JUSTICE ASSISTANCE GRANT (JAG) FUNDING

WHEREAS, Hennepin County has been awarded the 2023 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, this grant provides funds to support all components of the criminal justice system, from multi-jurisdictional law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning evaluation and technology improvement, crime victim and witness, and mental health programs; and

WHEREAS, Hennepin County is serving as the fiscal agent for this award and will share the grant funds with several disparate jurisdictions, including an allocation of \$38,413.25 to the City of Brooklyn Park, Police Department; and

WHEREAS, Hennepin County is requesting the City of Brooklyn Park enter into the subgrant agreement for these funds; and

WHEREAS, the grant funds will be used by the Brooklyn Park Police Department to support and promote public safety.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City enter into an agreement with Hennepin County and authorize the city manager to execute the necessary contract to accept this grant.

City of Bloomington	PR00005968
City of Brooklyn Center	PR00005970
City of Brooklyn Park	PR00005969
City of Minneapolis	PR00005967
City of Richfield	PR00005971

## AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the “COUNTY”), the City of Bloomington, the City of Brooklyn Center, the City of Brooklyn Park, the City of Minneapolis, and the City of Richfield (“CITIES”) (COUNTY and/or CITIES may be individually called a “PARTY” and collectively called “PARTIES”).

WHEREAS, the PARTIES, authorize the COUNTY to submit a grant application to the United States Department of Justice for the FY23 Edward Byrne Memorial Justice Assistance Grant (the “GRANT”) (The Catalog of Federal Domestic Assistance -- CFDA number for this grant is 16.738.) on behalf of the PARTIES and to serve as fiscal agent for the PARTIES; and

WHEREAS, the PARTIES recognize the need to set forth the duties and obligations of the PARTIES with respect to the administration of the Grant;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereafter set forth, the PARTIES hereby agree as follows:

### 1. TERM

This Agreement shall become effective upon approval by all PARTIES on October 1, 2022 and shall continue through September 30, 2026, or the completion of the services provided hereunder, whichever is earlier, unless terminated earlier in accordance with the provisions herein.

Any Party may cancel this Agreement immediately if the Party reasonably believes there has been a failure to comply with the provisions of this Agreement, or failure to comply with the terms of the Grant award, rules, or guidelines or failure to comply with applicable law.

### 2. SERVICES TO BE PROVIDED

Hennepin County will submit the FY23 Edward Byrne Memorial Justice Assistance Grant application 15PBJA-23-GG-03535-JAGX (“Grant”).

In the event all Grant funds are received, each local unit of government will receive grant funds in the following amounts:

BLOOMINGTON	\$ 28,809.70
BROOKLYN CENTER	\$ 16,577.50
BROOKLYN PARK	\$ 38,413.25
MINNEAPOLIS	\$ 320,268.01
RICHFIELD	\$ 11,813.25
HENNEPIN COUNTY DEPARTMENTS	\$ 241,605.69
HENNEPIN COUNTY FOR ADMINISTRATION	\$ 34,604.60
Total	\$ 692,092.00

If the Grant funds are less than \$692,092.00, the parties shall distribute the actual funds received in proportion to the table above less the costs of administration set forth herein.

If any Grant funds are received, Hennepin County shall serve as the fiscal agent on behalf of the above-named local units of government. The COUNTY shall provide financial administrative services necessary for the administration of the grant, including but not limited to the following:

- Satisfy financial and administrative grant requirements.
- Submit financial, programmatic and similar reports required under the grant.
- Work with the Department of Justice to resolve administrative issues.
- Comply with grant conditions regarding financial administration of the grant including but not limited to reporting, data collection and evaluation requirements prescribed by the grant.
- Coordinate compliance with the organization audit requirements attached to the grant.
- Manage grant funds.
- Pursuant to applicable accounting standards and procedures, maintain financial and accounting books and records as shall be necessary, appropriate and convenient for the proper administration of the grant.

For serving as fiscal agent hereunder, COUNTY shall be paid an administrative fee equal to five percent (5%) of the Grant Funds, to be paid upon receipt of the Grant Funds.

3. DUTIES OF THE PARTIES

The PARTIES, individual and collectively, acknowledge that COUNTY will be administering the Grant on their behalf and agree to cooperate fully with COUNTY in all matter with respect to such grant administration so as to allow COUNTY to satisfy the grant requirements, including but not limited to the following acts:

- a. Comply with the provisions of the Grant award, rules, and guidelines and comply with applicable law including, as applicable, but not limited to the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133.
- b. Maintain books and records relating to the receipt and expenditure of grant funds for six (6) years after expiration of this Agreement.
- c. Report on performance measurement goals to the other PARTIES on a quarterly basis.
- d. Upon request, report the receipt and expenditures to the other PARTIES on a quarterly basis, then report a final accounting, pursuant to applicable accounting standards, upon expiration of this Agreement.
- e. Supply full and complete information, as requested by COUNTY, so as to allow COUNTY to satisfy the grant conditions and requirements.
- f. Work together with COUNTY to ensure that all grant conditions and requirements are met.
- g. Provide COUNTY with data and information sufficient for COUNTY to meet its reporting, data collection and evaluation requirements as prescribed by the grant.
- h. Eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
- i. Abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

4. LIABILITY AND INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own errors, acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts and omissions of any other PARTY and the results thereof. CITIES agree to defend, indemnify and hold harmless COUNTY from all liabilities, claims, demands, losses, costs, expenses and causes of action of any kind or character, including the cost of defense thereof, resulting from or related to COUNTY'S role as fiscal agent hereunder.

The PARTIES liability is governed by the provisions of Minnesota Statutes, Chapter 466. Under no circumstances shall a PARTY be required to pay on behalf of itself and other PARTIES any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one



PARTY. The statutory limits of liability for some or all of the PARTIES may not be added together or stacked to increase the maximum amount of liability for any party.

5. COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.6	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Metropolitan Council Joint Powers Agreement for Mutual Aid and Emergency Assistance with Law Enforcement Services		

### City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_\_ TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE METROPOLITAN COUNCIL FOR MUTUAL AID AND EMERGENCY ASSISTANCE WITH LAW ENFORCEMENT SERVICES

### Overview:

The Police Department seeks approval for the City of Brooklyn Park to enter into a joint powers agreement with The Metropolitan Council, on behalf of its Metropolitan Police Department. This joint powers agreement provides the terms for the provision of mutual aid and emergency assistance with law enforcement services. This agreement will remain in effect until February 16, 2028, unless otherwise terminated per the terms of the agreement.

**Primary Issues/Alternatives to Consider:** N/A

### Budgetary/Fiscal Issues:

Each party will be responsible for its own costs and compensation for assistance that may be provided under the terms of this agreement except as otherwise stated under the Emergency Assistance section.

### Attachments:

- 4.6A RESOLUTION
- 4.6B AGREEMENT

RESOLUTION #2024-

RESOLUTION TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE METROPOLITAN COUNCIL FOR MUTUAL AID AND EMERGENCY ASSISTANCE WITH LAW ENFORCEMENT SERVICES

WHEREAS, the Police Department seeks approval to enter into a joint powers agreement with the Metropolitan Police Department; and

WHEREAS, the agreement provides the terms for the provision of mutual aid and emergency assistance with law enforcement services between the agencies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Police Department enter into a joint powers agreement with The Metropolitan Council for mutual aid and emergency assistance with law enforcement services.

**JOINT POWERS AGREEMENT BETWEEN  
THE CITY OF BROOKLYN PARK AND THE METROPOLITAN COUNCIL  
FOR MUTUAL AID AND EMERGENCY ASSISTANCE  
WITH LAW ENFORCEMENT SERVICES**

Pursuant to Minnesota Statutes sections 471.59 and 473.407, this Joint Powers Agreement (“Agreement”) is made by and between the Metropolitan Council (“Council”), a public corporation and political subdivision under the laws of the State of Minnesota, on behalf of its Metropolitan Transit Police Department (“MTPD”), and the City of Brooklyn Park, Minnesota (“City”), a Minnesota municipal corporation, on behalf of its Brooklyn Park Police Department (“BPPD”).

**RECITALS**

1. Pursuant to Minnesota Statutes section 473.407, the Council established the MTPD to police its transit property and transit routes, to carry out investigations, and to make arrests. The jurisdiction of MTPD is limited to offenses relating to Council transit property, equipment, employees, and passengers and includes traffic lanes designed for bus or transit use, freeway or expressway shoulders in the seven-county metropolitan area used by authorized transit buses and Metro Mobility buses, and high-occupancy vehicle lanes used by transit buses.

2. In addition, MTPD is authorized to exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives upon request from, or under an agreement with, any law enforcement agency and subject to the availability of MTPD’s personnel and other resources.

3. Pursuant to Section 7.03 of its City Charter and Chapter 33 of its City Code, the City has created a police department to provide for the government and good order of the City, the suppression of vice and immorality, the prevention of crime, the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare within the geographical boundaries of the City. BPPD officers are also authorized transit representatives pursuant to Minnesota Statutes section 609.855, subd. 6(g).

4. The parties acknowledge that BPPD has primary law enforcement jurisdiction within the City, and that both police departments have concurrent jurisdiction over transit property and transit routes within the City.

5. The City is authorized to enter into this Agreement pursuant to City Resolution No. XX-XXX, approved on [Date]. The Council is authorized to enter into this Agreement pursuant to Business Item No. 2023-XX approved on [Date].

6. The City and Council desire to assist each other in providing police services and emergency police services in the City as permitted in Minnesota Statutes Chapter 12.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and the Council agree as follows:

## **AGREEMENT**

### **A. Law Enforcement Assistance**

1. MTPD may engage in general law enforcement activities, including foot patrol, in the City related to MTPD's jurisdiction. This includes arrest authority pursuant to Minnesota Statutes Chapter 629 and City Ordinances.
2. MTPD may exercise general law enforcement agency authority with permission of BPPD or when assisting BPPD in implementing or carrying out BPPD law enforcement activities, programs, or initiatives.
3. If there is a crowd-control situation occurring on or near Metro Transit property within the City, BPPD and MTPD shall have joint command of the response.
4. If there is a suspicious package or item situation occurring on or near Metro Transit property within the City, MTPD shall coordinate the appropriate response with the BPPD.
5. If an incident occurs in the City that requires a specialized response unit, such as Special Weapons and Tactics ("SWAT"), BPPD's emergency response unit will be activated and take the lead. These types of incidents include, but are not limited to barricaded suspects, hostage incidents, active shooters, or any bomb or explosive device related call.

### **B. Arrests and Investigations**

1. Pursuant to Minnesota Statutes section 473.407, subd. 2, the initial processing of a person arrested by MTPD for an offense within the agency's jurisdiction is the responsibility of MTPD unless otherwise directed by BPPD.
2. Persons arrested for violations which MTPD determine are not within its jurisdiction will be referred to the appropriate local law enforcement agency for further investigation or disposition.
3. Each law enforcement agency will process persons arrested under their own Originating Agency Identifier number.
4. MTPD will conduct all investigations relating to the damage or theft of Metro Transit property, including transit facilities, equipment, or any other property owned or used by Metro Transit.
5. Crimes committed on Metro Transit conveyances or in and about Metro Transit rail platforms, facilities, and other property shall be investigated by MTPD unless MTPD requests assistance.



6. All other crimes related to MTPD jurisdiction shall be investigated by mutual agreement.
7. At the request of BPPD, MTPD may assist in a subsequent investigation being carried out by BPPD.
8. BPPD crime scene technicians or other forensic personnel will be utilized when necessary to document or investigate any incident requiring extensive forensic investigation. The Bureau of Criminal Apprehension shall be the primary investigating agency in Critical Incident cases involving only MTPD officers, unless MTPD requests BPPD to assume responsibility. BPPD shall be the primary investigatory agency in all other Critical Incident cases, unless BPPD refers the investigation to another jurisdiction.
9. After initiating an investigation, either law enforcement agency may turn over cases to the other agency for investigation that fall within that agency's statutory jurisdiction by mutual agreement.
10. Evidence collected in investigations will be inventoried and retained by the investigating agency. In cases where an investigation is transferred to the other agency, all evidence will be turned over to that agency. Data from body-worn cameras will be retained by the law enforcement agency that issued the body-worn camera.
11. BPPD requests for MTPD video data will be submitted to the Real Time Information Center Unit at michael.leubner@transitpd.org or such other address as MTPD may specify in writing.
12. Both agencies will rely on their own reporting system for the completion of reports. Officers will exchange case numbers to aid in follow-up to reported incidents.
13. BPPD will provide MTPD with data on calls for service and reportable crimes on Metro Transit conveyances on at least a yearly basis.

**C. Communication**

1. Transit related 911 calls received at the Council Transit Control Center ("TCC") will be coordinated as follows:
  - a. MTPD will be dispatched on emergency or in-progress calls. Immediately after this step, TCC may contact BPPD dispatch for a BPPD response. In most cases, these calls will be the responsibility of MTPD.
  - b. Non-emergency calls received by TCC will be dispatched to MTPD. Responding officers may request assistance from the BPPD.
2. Transit related 911 calls received at BPPD dispatch center will be coordinated as follows:

a. BPPD will immediately contact TCC for MTPD coordination and assist as requested. In most cases, these calls will be the responsibility of MTPD.

b. Non-emergency calls received by BPPD dispatch will be transferred to TCC. MTPD will respond to and handle these calls.

3. TCC is a secondary Public Safety Answering Point (“PSAP”). As a secondary PSAP, TCC does not directly receive 911 calls. In addition to TCC, the Council operates the Rail Control Center (“RCC”). All communications should be routed through TCC as it is the secondary PSAP.

4. Both agencies are members of the ARMER Radio System and have many coordination talk groups they can access. At any time, inter-agency communication can occur using the system. The agencies’ respective dispatch centers will coordinate this connection as needed.

5. Both agencies will share information on events or activities that may require additional officers or resources (e.g. large transit events or special events that involve transit).

#### **D. Deconfliction**

1. BPPD will notify MTPD of any of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property prior to deployment. MTPD will notify BPPD of any plain clothes or undercover operations on Metro Transit conveyances, or in or around Metro Transit bus stops, rail platforms, facilities, and other property in the City prior to deployment.

2. MTPD will advise BPPD of the results of any proactive investigations, including, but not limited to, terrorism, vice, narcotics, gangs, and gun cases in which MTPD is the lead agency. In cases stemming from joint operations such as the Joint Terrorism Task Force, MTPD will follow the lead of the primary law enforcement agency running the investigation or operation.

#### **E. Forfeiture**

1. The City and the appropriate prosecuting authority will process any forfeiture resulting from seizures initiated by MTPD within the City. Any proceeds will be divided according to Minnesota Statutes. The law enforcement share will go to the City.

**F. Emergency Assistance**

1. A party may request assistance (a “Requesting Party”) from the other party (a “Providing Party”) to respond to an emergency (“Emergency Assistance”). The Requesting Party shall make a request for Emergency Assistance to a Providing Party by contacting the Chief of Police or their designee. Requests may either be verbal or in writing. Any verbal request will be followed by a written request as soon as practical or within such period of time as provided by law.
2. Requests and responses to requests for Emergency Assistance under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.
3. In response to a request for Emergency Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to a Requesting Party at the discretion of the Providing Party within the scope of aid deemed necessary by a Requesting Party or the Incident Commander.
4. Each party shall be responsible for damages to, or loss of, its own equipment used to respond to an emergency or provide Emergency Assistance under this Agreement. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.
5. A party’s decision to provide Emergency Assistance is subject to the following conditions:
  - a. Any party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
  - b. Any Providing Party may recall Emergency Assistance at any time in the best interests of that party.
  - c. Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party’s command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
  - d. Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.
6. The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Emergency Assistance that may occur during the term of the Agreement except as set forth below.

a. Unless the Emergency Assistance is eligible for reimbursement, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment, and supplies. A Providing Party shall make no demand to a Requesting Party for the reimbursement of the costs or expenses of the Providing Party for Assistance rendered pursuant to this Agreement. For an emergency that is eligible for reimbursement of costs, the labor force expenses of a Providing Party will be treated as contract labor, with costs of all wages, including overtime and fringe benefits, eligible for reimbursement.

b. Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Emergency Assistance pursuant to this Agreement. A Requesting Party that is willing to reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement, may do so after receipt of an itemized bill from the Providing Party for the actual cost of any Emergency Assistance provided. The charges for Emergency Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies, and other necessary expenses, except that the parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

c. If a local, State, or Federal emergency is declared, a Requesting Party may reimburse a Providing Party for Emergency Assistance rendered under the terms of this Agreement. Any Providing Party will submit to a Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. A Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota, or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, a Requesting Party may reimburse a Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by a Providing Party must be made to a Requesting Party within 90 days after the expense is sustained or incurred.

d. In the case of an emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency ("FEMA") or the State of Minnesota, a Requesting Party shall make the request for Emergency Assistance to the Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

## **G. Term of Agreement and Termination**

1. This Agreement remains in force and effect from the Effective Date until February 16, 2028.

2. Notwithstanding any other provision to the contrary, each party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other party.

## **H. Liability**

1. When providing Emergency Assistance:

a. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6 of a Requesting Party.

b. A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Emergency Assistance in responding to a request for Emergency Assistance by the Requesting Party pursuant to this Agreement.

c. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Providing Party for claims arising within a Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

d. No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish Emergency Assistance to the other party, or for recalling Emergency Assistance.

e. A Providing Party shall not be responsible for any injuries, damages, or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.

2. In all other circumstances, each party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts and omissions of the other party and the results thereof.

3. Nothing in this Agreement shall be construed as a limitation or waiver of any immunities, defenses, or other limitations on liability to which the parties are entitled by law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws govern liability of the parties. In the event of any claims or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. For purposes of determining total liability for damages, the parties are considered a single governmental unit pursuant to Minnesota Statutes section 471.59, subd. 1a.

## I. General Terms

1. **Compensation for Assistance.** Each party will be responsible for its own costs and compensation for any assistance that may be provided under the terms of this Agreement except as otherwise stated under the Emergency Assistance section.
2. **Amendments.** No amendments may be made to this Agreement except in writing and approved by the City Council and the Metropolitan Council.
3. **Workers' Compensation.** Each party shall be responsible for injuries or death to its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party, and where applicable its insurer, waives the right to sue any other party for workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
4. **Compliance with Laws.** The parties shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
5. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Ramsey County, Minnesota, and the parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
6. **Data Practices Act and CJIS Compliance.** The parties agree to comply with the Minnesota Government Data Practice Act, 28 C.F.R. Part 20, and the FBI CJIS Security Policy with respect to the collection, maintenance, storage, dissemination, use, and protection of law enforcement data and criminal history/criminal justice information. The parties agree not to release data except as authorized by law. These obligations survive the termination of this Agreement. Pursuant to Minnesota Statutes section 13.72, subd. 20, all data on Metro Transit customers collected by the Council through its personalized web services or the regional fare collection system is "private data" on transit customers. This classification does not prevent the exchange of information between the MTPD and the BPPD allowed under Minnesota Statutes section 13.82, subd. 24.
7. **Notice.** Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, 1 day after deposit with an overnight express courier, 5 days after deposit in the mail, or upon confirmation of receipt of e-mail. Notices will be sent to a party at its address set forth below or such other address as that party may specify in writing pursuant to this section:



**BPPD:**  
Chief Mark Bruley  
5400 85th Av N  
Brooklyn Park, MN 55443  
Mark.bruley@brooklynpark.org

**MTPD:**  
Chief Ernest Morales III  
560 6<sup>th</sup> Avenue North  
Minneapolis, MN 55411  
ernest.morales@transitpd.org

8. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

9. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

10. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

11. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

12. **Effective Date.** The Agreement will become effective on the date the last party signs it.

**IN WITNESS WHEREOF**, the City and the Council have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BROOKLYN PARK, MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: Mayor Hollies Winston

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: City Manager Jay Stroebel

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: Chief of Police Mark Bruley

**METROPOLITAN COUNCIL**

DATED: \_\_\_\_\_  
Its: Regional Administrator

BY: \_\_\_\_\_  
Ryan O'Connor

DATED: \_\_\_\_\_  
Its: Chief of Police

BY: \_\_\_\_\_  
Ernest Morales III

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.7	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Internet Crimes Against Children Joint Powers Agreement		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_\_ TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION AS AN INVESTIGATIVE PARTNER IN THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC).

## Overview:

The Minnesota Bureau of Criminal Apprehension (MN BCA) has been a leader in Minnesota law enforcement in the prevention and investigation of the exploitation of children over the internet. These acts of criminal internet exploitation include crimes such as child prostitution and child pornography. The Brooklyn Park Police Department (BPPD) is routinely called upon to investigate these terrible acts. A partnership between our agency, the MN BCA, and other police departments participating in the Minnesota Internet Crimes Against Children Task Force (MN ICAC Task Force) will improve our ability to protect children and prosecute offenders.

By entering into the Joint Powers Agreement, the Brooklyn Park Police Department is eligible for financial and technical assistance. The assistance included in the agreement will cover the cost of additional training for a BPPD detective, some computer hardware, and overtime for larger multi-jurisdictional investigations. More importantly, the increased collaboration and information sharing will improve our investigative capabilities and speed up our ability to save more exploited children.

Brooklyn Park joined the MN ICAC Task Force in 2013. This Joint Powers Agreement would be an extension of the agreement entered into in 2019 that is expiring. For the purposes of this agreement, Police Chief Mark Bruley is the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

The BPPD will receive reimbursement for training, hardware, and occasional overtime that is generated during larger multi-jurisdictional investigations. We do not have a specific dollar amount. No additional resources are needed by the BPPD to participate in this joint powers agreement.

## Attachments:

- 4.7A RESOLUTION
- 4.7B AGREEMENT

RESOLUTION #2024-

RESOLUTION TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION AS AN INVESTIGATIVE PARTNER IN THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Brooklyn Park on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal law to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Brooklyn Park on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Mark Bruley, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Hollies Winston, the Mayor for the City of Brooklyn Park, and Jay Stroebel, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.



# STATE OF MINNESOTA

## JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of Brooklyn Park on behalf of its Police Department at 5400 85th Ave N Brooklyn Park, MN 55443" ("Governmental Unit").

### Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

#### 3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

#### 4. Responsibilities of the Governmental Unit and the BCA

##### 4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not commingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

##### 4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

#### 5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

#### 6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC  
 Address: Department of Public Safety; Bureau of Criminal Apprehension  
 1430 Maryland Street East Saint Paul, MN 55106  
 Telephone: 651-793-7000  
 E-mail Address: [bobbijo.pazdernik@state.mn.us](mailto:bobbijo.pazdernik@state.mn.us)

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Mark Bruley, Chief of Police  
 Address: Brooklyn Park Police Department  
 5400 85th Ave N Brooklyn Park, MN 55443  
 Telephone: 763-493-8222  
 Email Address: [bppolice@brooklynpark.org](mailto:bppolice@brooklynpark.org)

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.



## 7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

## 9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## 10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

## 11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

**13. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. STATE ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3000085301

**3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_  
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: \_\_\_\_\_

**2. GOVERNMENTAL UNIT**  
*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

By: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.8	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Approve a Joint Powers Agreement with Hennepin County for the Police Community Health Unit		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_ APPROVING A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR THE POLICE COMMUNITY HEALTH UNIT.

## Overview:

In early 2019, the Brooklyn Park City Council approved a cooperative agreement between the Brooklyn Park Police Department and Hennepin County Human Services Department (HSPHD) for the development of a Community Health Unit. This agreement, and subsequent amendments, allowed for HSPHD Senior Social Workers (SSW) to be housed at the Police Department. Working from the Police Department, these SSW work directly with our police staff and provide tailored, timely service and/or follow-up to those experiencing a mental health crisis. By providing timely service to those in need, the Community Health Unit works to reduce individuals' interactions with the justice system.

This agreement amends and reinstates the joint powers agreement approved by City Council on February 13, 2023. The purpose of this amendment is to align the terms of this agreement with the other such agreements across the County. The not-to-exceed amount for the 2024 agreement will remain \$218,118, as approved in 2023.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

The funds for this agreement were approved in December as part of the Police Department's 2024 budget. It will be funded through a combination of the general fund and American Rescue Plan Act funds.

## Attachments:

- 4.8A RESOLUTION
- 4.8B AGREEMENT

RESOLUTION #2024-

RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH  
HENNEPIN COUNTY FOR THE POLICE COMMUNITY HEALTH UNIT

WHEREAS, in early 2019 the Brooklyn Park City Council approved a cooperative agreement between the Brooklyn Park Police Department and Hennepin County Human Services Department; and

WHEREAS, the agreement and subsequent amendments allowed for HSPHD Senior Social Workers to be housed at the Police Department; and

WHEREAS, these social workers work directly with police staff and provide tailored, timely service and/or follow-up to those experiencing a mental health crisis; and

WHEREAS, the funds for this agreement were approved in December as a part of the Police Department's 2024 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve a joint powers agreement with Hennepin County for the Police Community Health Unit.

**AMENDED AND REINSTATED JOINT POWERS AGREEMENT  
BETWEEN HENNEPIN COUNTY  
AND CITY OF BROOKLYN PARK**

This Joint Powers Agreement (“Agreement”) is made and entered into by and between the County of Hennepin, State of Minnesota (“COUNTY”) on behalf of its Human Services and Public Health Department (“HSPHD”) and on behalf of its Sheriff’s Office (“HCSO”) 300 South Sixth Street, Minneapolis, Minnesota 55487, and City of Brooklyn Park (“CITY”), 5400 85th Avenue North, Brooklyn Park, Minnesota 55443, on behalf of its police department, (“POLICE DEPARTMENT”) and pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The parties to this Agreement may also be referred to individually as “Party” and collectively as “Parties”.

**WHEREAS**, COUNTY is a political subdivision of the State of Minnesota and its Human Services and Public Health Department is empowered to provide general and emergency public services that support and protect the physical, mental and behavioral health of individuals in Hennepin County; and

**WHEREAS**, CITY is a governmental unit of the State of Minnesota and is empowered to provide general and emergency public services in a manner that supports and protects the physical, mental and behavioral health of individuals in Hennepin County; and

**WHEREAS**, the Parties desire to jointly and cooperatively coordinate their expertise and delivery of services to further the interests of providing mental health and related social services in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in Hennepin County, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties entered into this Agreement, Hennepin County contract number A2211538 on March 13, 2023, and now wish to replace that original agreement with this amended and restated Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits realized by each Party, the Parties agree to amend and restate the Agreement as follows:

1. PURPOSE

The purpose of this Agreement is to enable COUNTY to provide social work services to POLICE DEPARTMENT and, for POLICE DEPARTMENT to secure such services from COUNTY and to establish the terms on which such services shall be provided.

2. PROJECT/PROGRAM

A. The Parties shall cooperate and collaborate to perform services associated with the Embedded SW Model (the “Model”), as further described and outlined in Exhibit A: Description of Services.

B. The Parties shall perform at all times in accordance with the provisions herein, including but not limited to the data provisions.

### 3. TERM OF THE AGREEMENT

The term of this Agreement shall be from March 1, 2023, through December 31, 2025, unless terminated earlier in accordance with the cancellation/termination provisions of this Agreement.

### 4. PAYMENT

A. In accordance with the provisions herein, CITY shall pay COUNTY as follows for 3.0 full-time Social Workers (“SWs”). Each Party’s roles and responsibilities are defined in Exhibit A. SWs are employed by COUNTY.

1. CITY shall pay Two Hundred Twenty Thousand Forty dollars (\$220,040) for the period March 1, 2023, through December 31, 2023.
2. CITY shall pay COUNTY Two Hundred Eighteen Thousand One Hundred Eighteen dollars (\$218,118) for the period January 1, 2024, through December 31, 2024.
3. CITY shall pay COUNTY Two Hundred Sixty-Five Thousand Two Hundred Ninety-Three dollars (\$265,293) for the period of January 1, 2025, through December 31, 2025.

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

C. Further, the Parties expressly agree that neither this Agreement nor either Party’s performance hereunder obligates or commits either Party to enter a subsequent contract or engagement with the other.

D. Financial details are more fully described in Exhibit B: Financial Information, incorporated by this reference.

### 5. LIABILITY AND NOTICE

A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and, further, each Party shall defend, indemnify, and hold harmless the other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota



Statutes, Chapter 466 shall apply to any tort claims brought against COUNTY and/or POLICE DEPARTMENT as a result of this Agreement.

- B. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.
- C. Duty to Notify: Each Party shall promptly notify the other Party of any actual or suspected claim, action, cause of action, administrative action, criminal arrest, criminal charge, or litigation brought against the party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of this Agreement.

#### 6. INSURANCE

Each party warrants that it has purchased insurance or utilizes a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

#### 7. INDEPENDENT PARTIES

Notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and CITY, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting either Party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each Party is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Each Party will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of a Party or other persons engaged in the performance of any work or services required by that Party shall have no contractual relationship with the other Party and will not be considered employees of the other Party. No Party shall be responsible for any claims related to or on behalf of the other Party's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a Party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the other Party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## 8. NONDISCRIMINATION

In accordance with COUNTY's policies against discrimination, POLICE DEPARTMENT shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

## 9. NO THIRD PARTY BENEFICIARY

Except as herein specifically provided, no other person, customer, employee, or invitee of any Party or any other third party shall be deemed to be a third party beneficiary of any of the provisions herein.

## 10. DATA

COUNTY and POLICE DEPARTMENT, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the same may be amended, as well as the data and data sharing provisions set forth in Exhibit A. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

## 11. RECORDS – AVAILABILITY/ACCESS

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

## 12. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire understanding between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification; Liability and Notice; Merger,

Modification and Severability; Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

### 13. DEFAULT AND CANCELLATION/TERMINATION

- A. If either Party fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless the Party's default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement as to the defaulting Party or in its entirety.
- B. This Agreement may be canceled/terminated with or without cause by either Party upon thirty (60) days written notice. Either Party may immediately cancel or terminate this Agreement if the terminating party determines that the health and welfare of a member of the public is at risk. Upon cancellation/termination, property or surplus money, if any, acquired as a result of the operation of this Agreement shall be distributed to the Parties in proportion to contributions of the Parties.
- C. Either Party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- D. The above remedies shall be in addition to any other right or remedy available to either Party under this Agreement, law, statute, rule, and/or equity.

### 14. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator at the address given in the opening paragraph of this Agreement with copies to HSPHD as detailed below. Notice to POLICE DEPARTMENT shall be sent to the address stated in the opening paragraph of this Agreement with a copy as detailed below.

HSPHD:

Leah Kaiser  
Director of Behavioral Health  
Hennepin County  
300 South 6th Street  
Minneapolis, Minnesota 55487  
[leah.kaiser@hennepin.us](mailto:leah.kaiser@hennepin.us)

## HCSO:

Tony Martin  
Emergency Communications Director  
Hennepin County Sheriff's Office | Emergency Communications Division  
1245 Shenandoah Lane North  
Plymouth, Minnesota 55447

Shane Magnuson  
Major  
Hennepin County Sheriff's Office  
350 South 5th Street  
Minneapolis, Minnesota 55415

## POLICE DEPARTMENT:

Mark Bruley  
Police Chief  
5400 85<sup>th</sup> Avenue North  
Brooklyn Park, Minnesota 55443  
Mark.Bruley@brooklynpark.org

**15. SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: INDEPENDENT PARTIES; LIABILITY AND NOTICE; INSURANCE; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

**16. MARKETING AND PROMOTIONAL LITERATURE**

POLICE DEPARTMENT agrees that the terms, "Hennepin County" and "Hennepin County Human Services and Public Health Department", the name of any elected official, or any derivatives thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

**17. MINNESOTA LAWS GOVERN**

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the state of Minnesota.

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the County  
Attorney's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

City of Brooklyn Park

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A: Description of Services

POLICE DEPARTMENT and HSPHD staff will work collaboratively to prevent reoccurrences of crisis calls.

Roles and Responsibilities of Parties

**POLICE DEPARTMENT will:**

- A. Provide office space for the Social Workers (SWs);
- B. Provide a hotspot for connection if SWs are otherwise unable to access to COUNTY network;
- C. Work with the HSPHD management to establish operational protocols including but not limited to referral criteria and process, hours of operation, data tracking and analysis; and
- D. Provide safety vests available for SW who ride along in squad cars with officers in accordance with police department policies.

**HCSO will:**

- A. Collaborate with POLICE DEPARTMENT and HSPHD; and
- B. Facilitate and assist with gathering response data for incidents where SW assists POLICE DEPARTMENT with the model.

**HSPHD will:**

- A. Provide the SWs with equipment that is necessary for completing their work. This includes, but is not limited to, laptop computer, cell phone, printer, computer monitor, docking station and office supplies;
- B. Supervise the SWs staff providing services under this Agreement;
- C. Be responsible for transportation/mileage expenses for the SWs. The SWs will be responsible following the HSPHD transportation/mileage reimbursement policies;
- D. Provide short-term assistance to individuals in order to connect the individuals with internal and/or community resources to help meet their needs. Services will be provided timely and in an ethical and culturally sensitive manner. Services



## EXHIBIT A: Description of Services

could include coordination with existing service providers, risk assessments, referrals and evaluation of need for emergency services and assistance in making those connections;

- E. Share individually identifiable information with law enforcement only when there is an ongoing emergency situation and the client information is necessary to protect the health or safety of the individual or other people and pursuant to applicable law. Information disclosed shall be limited to that necessary to address the emergency situation. During contact with individuals, the SWs will make a reasonable attempt to obtain a Release of Information (ROI) signed by each individual served, in order to permit relevant information to be subsequently shared with POLICE DEPARTMENT. Without a ROI, individually identifiable information will be shared with POLICE DEPARTMENT only as previously described; and
- F. Collect information needed to determine eligibility for community and/or county resources/services as needed. The SWs will facilitate referrals to appropriate resources;

The embedded social work model consists of:

- A. Embedded mental health expertise in police departments and dispatch;
- B. SW and medical professional respond to mental health, substance and social service-related calls to 911; and
- C. SW and law-enforcement officer respond to mental health, substance and social service-related calls to 911.

### **Goals of the model include:**

- A. Ensure timely engagement with people who need support.
- B. Fewer arrests and repeat calls.
- C. Increased public satisfaction with the response to mental health emergencies.
- D. Free up police resources for other types of calls

EXHIBIT B: Financial Information

HSPHD will invoice CITY for actual SW expenses up to listed NTEs below for FTE funded by Justice COPS Grant.

During the period 3/1/23-12/31/23, 3.0 SW FTE total with CITY’s budget supporting 2.0 SW FTE and CITY’s Department of Justice COPS Grant supporting 1.0 SW FTE.

<u>Period</u>	<u># of SW FTE</u>	<u>Not-to-Exceed Amounts (NTE)</u>
11/1/23-12/31/23	2.0	\$121,177 NTE (\$72,706 annually per SW FTE from CITY budget)
11/1/23-12/31/23	1.0	\$98,863 NTE (from CITY’s Department of Justice COPS Grant)

During the period 1/1/24-12/31/2025, 3.0 SW FTE total with CITY’s budget supporting 3.0 SW FTE.

<u>Period</u>	<u># of SW FTE</u>	<u>Not-to-Exceed Amounts (NTE)</u>
1/1/24-12/31/24	3.0	\$218,118 NTE (\$72,706 annually per SW FTE from CITY budget)

<u>Period</u>	<u># of SW FTE</u>	<u>Not-to-Exceed Amounts (NTE)</u>
1/1/25-12/31/25	3.0	\$265,293 NTE (\$88,431 annually per SW FTE from CITY budget)

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.9	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Police Chief Mark Bruley
<b>Item:</b>	Bureau of Criminal Apprehension Violent Crime Reduction Unit Joint Powers Agreement		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-\_\_\_\_\_ TO APPROVE A JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA FOR THE BUREAU OF CRIMINAL APPREHENSION VIOLENT CRIME REDUCTION UNIT.

## Overview:

The Brooklyn Park Police Department (BPPD) seeks to enter into a joint powers agreement with the State of Minnesota to work cooperatively with the Bureau of Criminal Apprehension (BCA) as part of the Violent Crime Reduction Unit (VCRU). The BPPD and BCA wish to work together to prevent, investigate, and prosecute violent crimes, including by not limited to murder and assaults, the trafficking of illicit drugs and firearms, carjacking, and other violent crimes. Participating in the VCRU will expand upon the resources available to the City to address violent crime.

Through this agreement, the BPPD will assign an investigator to the VCRU. The agreement will become effective on the date the BCA receives all signatures pursuant to Minnesota Statutes 16C.05, subdivision 2 and will remain in effect for three years, unless otherwise terminated pursuant to clause 14 of the agreement. The agreement provides reimbursement of the full salary and fringe costs for the assigned detective, as well as overtime costs up to \$21,000.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

The grant fund budget will need to be amended to account for this agreement, adding one sworn FTE to the fund along with the offsetting revenue.

## Attachments:

- 4.9A RESOLUTION
- 4.9B AGREEMENT

RESOLUTION #2024-


TO APPROVE A JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA FOR THE BUREAU OF CRIMINAL APPREHENSION VIOLENT CRIME REDUCTION UNIT

WHEREAS, the Police Department seeks to enter into a joint powers agreement with the State of Minnesota to work cooperatively with the Bureau of Criminal Apprehension as part of the Violent Crime Reduction Unit; and

WHEREAS, the agreement provides reimbursement for the full salary and fringe costs for the assigned detective, as well as limited overtime costs; and

WHEREAS, the 2024 grant fund will need to be amended for this agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve a joint powers agreement with the State of Minnesota for the Bureau of Criminal Apprehension Violent Crime Reduction Unit and amend the 2024 grant fund.

City of Brooklyn Park Financial Analysis					
City Council Meeting Date: 12-Feb-24					
RFCA Title:	BCA Violent Crime Reduction Unit JPA				
Agenda Section/Number:	4.9				
Fiscal Analysis/Explanation for Budget Amendment:					
BPPD entering into JPA with BCA to fund position for Violent Crime Reduction. This amendment is to increase funding from BCA and increase salaries expense for position.					
Changes to the GENERAL LEDGER Budget					
Financing Changes					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
Grant Fund, Police	State Grants	Other State Grants - Patrol Officer - Specialty Grade 3	\$ -	\$ 162,348.06	\$ 162,348.06
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		Total	\$ -	\$ 162,348.06	\$ 162,348.06
Spending Changes					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
Grant Fund, Police	Salaries	Salary - Patrol Officer - Specialty Grade 3	\$ 567,000.00	\$ 95,384.75	\$ 662,384.75
Grant Fund, Police	Salaries	Overtime - Patrol Officer - Specialty Grade 3	\$ 103,411.56	\$ 21,000.00	\$ 124,411.56
Grant Fund, Police	Benefits	Medicare - Patrol Officer - Specialty Grade 3	\$ 1,500.48	\$ 1,687.58	\$ 3,188.06
Grant Fund, Police	Benefits	PERA - Patrol Officer - Specialty Grade 3	\$ 18,303.59	\$ 20,600.10	\$ 38,903.69
Grant Fund, Police	Benefits	Cafeteria/Health - Patrol Officer - Specialty Grade 3	\$ -	\$ 23,663.23	\$ 23,663.23
Grant Fund, Police	Benefits	Life Insurance - Patrol Officer - Specialty Grade 3	\$ -	\$ 12.40	\$ 12.40
		Total	\$ 690,215.63	\$ 162,348.06	\$ 852,563.69



## STATE OF MINNESOTA BCA VIOLENT CRIME REDUCTION UNIT JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and City of Brooklyn Park acting on behalf of its Police Department, 5400 85<sup>th</sup> Ave N, Brooklyn Park, MN 55443 (“Governmental Unit”), together known as “Parties.”

**Recitals.** Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements to jointly and cooperatively exercise their powers. The Parties wish to work together to prevent, investigate, and prosecute violent crimes, including but not limited to murder and assaults, the trafficking of illicit drugs and firearms, carjacking, and other violent crimes. The Governmental Unit wants to work cooperatively with the BCA Violent Crime Reduction Unit (“VCRU”), which is operated by the BCA.

1. **Term of Agreement.**
  - A. **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
  - B. **Expiration Date.** This Agreement expires three (3) years from the Effective Date, unless terminated at an earlier date pursuant to clause 14.
  - C. This Agreement does not establish an employment relationship between the BCA and the Governmental Unit, nor any persons performing under the Agreement.
  
2. **Purpose.** The Governmental Unit and the BCA enter into this Agreement to facilitate the cooperation and coordination of the Governmental Unit with the work of the VCRU, which uses an array of proactive and reactive investigative techniques to prevent, investigate, and prosecute violent crime; gathers information necessary to identify crime patterns and uses this information to develop strategies for prevention and enforcement; and conducts outreach and education to community members, groups, and stakeholders in order to facilitate the creation and implementation of solutions to deter and prevent violent crime.
  
3. **Responsibilities of the Governmental Unit.** The VCRU’s interagency collaborative approach is implemented via the performance of the following activities by the Governmental Unit and any individuals working with the VCRU on its behalf, under the leadership of the Special Agent in Charge of the VCRU (“the SAIC”) and the VCRU’s Assistant Special Agents in Charge (“ASAICs”):
  - A. Assign one or more investigators or employees of the Governmental Unit to the VCRU. This agreement shall refer to them as “Assigned Investigator” or “Assigned Employee,” throughout. These Assigned Investigators or Assigned Employees must be approved to participate in VCRU activities, in advance of doing so, by the BCA’s Deputy Superintendent – Investigations. During the period of assignment to this task force, the Governmental Unit will remain responsible for

SWIFT Contract Number: 243012

establishing the salary and benefits, including overtime, of the Assigned Investigator(s) and/or Assigned Employee(s), and for making all payments due them. BCA will reimburse the Governmental Unit for the full salary and fringe costs of the assigned employee, and will reimburse overtime costs of the assigned employee up to \$21,000.00.

- B. Be willing and able to respond and/or work jointly on violent crimes and complete any duties assigned to the Governmental Unit, by the SAIC, for the duration of the term of this Agreement.
- C. Conduct investigations in accordance with provisions of state and federal law, BCA policies and operating procedures as indicated herein, and any other investigative standards required of a BCA Special Agent.
- D. Investigate illicit firearms trafficking crimes committed by organized groups or individuals, including the trafficking in illicit firearms parts and the illicit manufacture of firearms.
- E. Investigate homicide, assault, carjacking and other crimes against the person as directed by the SAIC/ASAICs, utilizing best investigative practices to create prosecutable cases, and providing support to victims and witnesses involved therein.
- F. Investigate illicit street racing and automobile theft cases with a focus on identifying and disrupting organizations or networks of individuals involved in the commission or facilitation of such crimes.
- G. Where indicated to have a nexus with firearms crimes or other violent crimes under VCRU investigation, investigate illicit drug trafficking crimes as necessary to facilitate VCRU investigative purposes.
- H. Participate in operations to apprehend dangerous fugitives as directed by the SAIC/ASAICs.
- I. Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the SAIC for statistical reporting purposes.
- J. Prepare an operational briefing sheet for each active operation, including deconfliction measures as directed, to be approved by the SAIC/ASAICs.
- K. Prepare investigative reports to be submitted to the BCA's chain of command.
- L. Ensure evidence collected is appropriately collected, accounted for, and retained in a BCA-authorized secure facility.
- M. Each assigned investigator will be issued a body-worn camera by the BCA, to be utilized in the course of VCRU activities. Assigned investigators will adhere to BCA's policies regarding body-worn cameras, and shall ensure footage captured by BCA-issued cameras is appropriately uploaded to the BCA system(s).
- N. Participate in training as directed by the SAIC/ASAICs or designee(s).
- O. While conducting VCRU activities, adhere to the following BCA policies and/or procedures:
  - 1. BCA-1008 Operation of a State Vehicle
  - 2. DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
  - 3. INV-7002 Informants
  - 4. INV-7003 Confidential Funds
  - 5. INV-7004 Police Pursuits and Emergency Vehicle Operations
  - 6. INV-7010 Critical Incidents
  - 7. INV-7013 Evidence Handling
  - 8. INV-7014 Procession of Property Seized for Administrative Forfeiture
  - 9. INV-7015 Inventory of Seized Impounded Vehicles



SWIFT Contract Number: 243012

10. INV-7016 Consumption of Alcoholic Beverages
  11. INV-7017 Reverse Undercover Drug Operations
  12. INV-7020 Radio Communications
  13. INV-7022 Cellular Exploitation Equipment
  14. INV-7026 Online Resources and Social Media in Investigative Activities
  15. INV-7030 Consular Notification
  16. INV-7033 Unmanned Aircraft Systems
  17. INV-7034 Conflicts of Interest
  18. INV-7035 Search Warrants for Nighttime and/or Unannounced Entry
  19. INV-7037 Body Worn Cameras
- P. While conducting VCRU activities, adhere to required policies, operations plans, or other operational guidance issued by the SAIC/ASAICs, including new policies governing VCRU activities as directed.
- Q. Assigned Investigators must comply with the use of force provisions of their home agency's policies/procedures. Assigned Investigators must also comply with directives issued by the SAIC/ASAICs. In the event of a conflict between the use of force requirements of the Assigned Investigator's home agency policy, and the policies or directives of the VCRU, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Assigned Investigators will confer with the VCRU SAIC/ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
- R. Utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- S. Submit all requests in the requested format for reimbursement in a timely manner to the SAIC.
4. **Responsibilities of the BCA.** The aforementioned approach will be implemented via the performance of the following activities by the BCA:
- A. The BCA will provide the VCRU with a BCA Special Agent in Charge to serve as the SAIC of the VCRU.
  - B. Provide guidance and training, as appropriate, on all VCRU standards to be followed by the Governmental Unit, Assigned Investigators, and Assigned Employees.
  - C. Review, approve or decline, or request additional information on appropriately submitted and pre-approved reimbursement requests, within three (3) business days of receipt.
  - D. Provide reimbursement within thirty (30) business days of the appropriately submitted and pre-approved reimbursement requests directly to the Governmental Unit.
  - E. Provide supplies and equipment to Assigned Investigators and Assigned Employees. Supplies issued to Assigned Investigators include, but are not limited to, a squad vehicle, a body worn camera, a computer, a cellular phone, and office supplies. Supplies issued to civilian Assigned Employees include, but are not limited to, a computer, a cellular phone, and office supplies. Supplies issued to Assigned Investigators and Assigned Employees remain the property of the State of Minnesota, and shall be remitted back to the BCA when the Assigned Investigator or Assigned Employee leaves the VCRU.
  - F. Provide copies of body worn camera footage that captures or documents the activities of the Governmental Unit's Assigned Investigator for purposes of internal review/investigation by the Governmental Unit, upon request of the

SWIFT Contract Number: 243012

Assigned Investigator's chief law enforcement officer. Body worn camera recordings shall be treated in accordance with the Minnesota Government Data Practices Act, the premature disclosure of which could reasonably be expected to interfere with criminal investigation and prosecution. The Governmental Unit shall not further disseminate the recording(s) beyond the Governmental Unit or release to the public without consultation with the BCA.

- G. Provide evidence storage at BCA headquarters or a BCA-approved secure facility.
  - H. Proceeds from assets seized through VCRU activities and forfeited through judicial proceedings shall be maintained in a separate fund administered by the state, for purposes of offsetting equipment expenses, future salaries, and other expenses incurred by the VCRU. The BCA retains the right to distribute proceeds from forfeited assets to the Governmental Unit at its discretion.
5. **Standards of the Governmental Unit.** The following standards must be met by the Governmental Unit, each Assigned Investigator, and each Assigned Employee:
- A. Assigned Investigators must be licensed peace officers in good standing with the Minnesota Peace Officer's Standards and Training Board (POST). Assigned Investigators and Assigned Employees must be in good standing with their home agency.
  - B. Assigned investigators and Assigned Employees must be skilled in a broad array of investigative technologies and techniques, to be used as appropriate, throughout their work with the VCRU.
  - C. Assigned Investigators and Assigned Employees must utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
  - D. Assigned Investigators and Assigned Employees will follow all applicable and appropriate state and/or federal laws in all VCRU-related activities.
  - E. Assigned Investigators and Assigned Employees must be employed by the Governmental Unit.
  - F. Assigned Investigators and Assigned Employees must follow best law enforcement practices in the discharge of their VCRU duties, conducting themselves with the highest degree of professionalism, avoiding any conflicts of interest, and conducting their activities impartially.
6. **Employment Relationship.** This agreement does not create an employment relationship between the Assigned Investigators and/or Assigned Employees and the BCA. All Assigned Investigators & Assigned Employees from the Governmental Unit shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member, regardless of their participation in VCRU activities. All services, duties, acts or omissions performed by the Assigned Employee or Assigned Investigator will be within the course and duty of their employment and, therefore, covered by any benefits or protections provided them as employees of the Governmental Unit. This includes, but is not limited to, workers compensation, health, and dental benefits. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities possessed by an Assigned Investigator and Assigned Employee of the Governmental Unit.
7. **Reimbursement of Expenses.** In order to obtain reimbursement for expenses associated with activities of the VCRU, the Governmental Unit must:
- A. Submit a written request, in the appropriate format, for pre-approval of the reimbursement for funds expended as a result of the activities of the VCRU.
  - B. If and when this pre-approval is received, the Governmental Unit may expend

SWIFT Contract Number: 243012

funds to be reimbursed within the limitations of the pre-approval.

- C. In order to receive reimbursement following this expenditure, the Governmental Unit must supply original receipts to be reimbursed on the aforementioned pre-approvals.

**8. Authorized Representatives.**

The BCA's Authorized Representative is the individual noted below, or his/her successor:

Name: Scott Mueller, Deputy Superintendent  
Address: Department of Public Safety, Bureau of Criminal Apprehension  
1430 Maryland Avenue East  
Saint Paul, MN 55106  
Telephone: 651-793-1129  
Email: Scott.D.Mueller@state.mn.us

The Governmental Unit's Authorized Representative is the individual noted below or his/her successor:

Name: Bill Barritt, Deputy Chief  
Address: 5400 85<sup>th</sup> Ave N  
Brooklyn Park, MN 55443  
Telephone: 763.493.8265  
Email: [bill.barritt@brooklynpark.org](mailto:bill.barritt@brooklynpark.org)

If either of the Parties must change their Authorized Representative, notice must be provided, in writing, to the other party.

If either Authorized Representative will be unavailable for a significant period of time, a temporary Authorized Representative may be assigned via the same notice process.

**9. Assignment, Amendments, Waiver, and Agreement Complete.**

- A. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- B. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by both Parties, through their Authorized Representatives.
- C. **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- D. **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. **Liability.** The Parties agree that each will be responsible for its own acts, omissions, and/or the results thereof, to the extent permitted by law and shall not be responsible for the acts or omissions of any others, and/or the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

11. **Audits.** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or

SWIFT Contract Number: 243012

Legislative Auditor for a minimum of six (6) years from the end of this Agreement.

- 12. **Government Data Practices.** The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
  - A. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.
- 13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings that result out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. **Expiration and Termination.** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the end of the 30 days. Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the VCRU SAIC all investigative equipment and supplies provided by the VCRU and/or the BCA.
- 15. **Survival of Terms.** The following clauses survive the expiration or cancellation of this Agreement: 10, Liability; 11, Audits; 12, Government Data Practices; and 13, Venue.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1) STATE ENCUMBRANCE VERIFICATION  
Individual Certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05

2) DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION

Signed: \_\_\_\_\_

By: \_\_\_\_\_

(with delegated authority)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

SWIFT PO Number: 3-93155

Date: \_\_\_\_\_

SWIFT Contract Number: **243012**

**3) GOVERNMENTAL UNIT**

The Governmental Unit certifies that the appropriate person(s) has (have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

**4) COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.10	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Katrina Doshier, Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jay Stroebel, City Manager
<b>Item:</b>	Request by Councilmember Morson to Travel to and Attend the National League of Cities Congressional City Conference from March 10-14, 2024		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE COUNCILMEMBER MORSON TO TRAVEL TO AND ATTEND THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE IN WASHINGTON, D.C. FROM MARCH 10-14, 2024.

## Overview:

Councilmember Morson has requested to travel to the National League of Cities Congressional City Conference from March 10-14, 2024

## Approximate costs as of February 7, 2024:

(3/10-3/14)

Registration: \$680

Airfare: \$500

Hotel: \$450 per night x 4 = \$1800

Per Diem: \$79 x 4 = \$316

Supplemental Council Pay: \$50 x 4 = \$200

**Total: \$3496 plus rideshare/taxi costs**

This expenditure would be covered under 2024 budgeted resources in the Mayor and Council meeting expenses and conferences/schools expense lines.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

### City Travel Policy for Elected Official Travel (Out-of-State Travel):

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council Members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

### Prior Travel in 2023:

Councilmember Morson traveled twice in 2023. From August 11-14, 2023, CM Morson traveled to Washington, D.C. to participate in the Elected Officials Protecting America (EOPA) Conference. The total cost to the City was \$2648.61. EOPA contributed \$1000 to reduce the registration fee from \$2500 to \$1500 and provided hotel accommodations. From November 15-17, 2023, CM Morson CM Morson traveled to Washington, D.C. to participate



an Elected Officials Protecting America (EOPA) Conference. The total cost to the City was \$311.50, EOPA contributed \$1289.69 to cover the airfare and hotel stay. In 2023, the City paid a total of \$2960.11 toward Councilmember Morson's out of state travel.

Prior Travel in 2024:

Councilmember Tran has also requested to participate in the NLC conference and was approved by Council on January 29, 2024. The total for her trip will be approximately \$3168, plus rideshare/taxi fees. Her registration and hotel rates were reduced because she met early registration deadlines.

**Attachments:**

4.10A TRAVEL POLICY

## Travel Policy

---

### **Purpose and Scope**

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

### **Responsibility and Travel Authorization:**

#### **City Employees**

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

### **Advances**

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

## **Elected Official Travel**

### **Elected Official Travel**

The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

### **Out-of-State Travel**

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

### **In-State Travel**

Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

## **Extending Business Travel with Personal Travel**

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

## **Transportation**

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

### **Air Transportation**

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

### **Airport Parking / Baggage**

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

### **Accrual and Use of Frequent Flyer Miles**

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

### **Automobile**

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see [www.irs.gov](http://www.irs.gov) ) \*These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle:** When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle:** When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
  - No personal use of car rental is allowed to be claimed.
  - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
  - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
  - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
  - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

### **Parking Fees**

If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

\*Travel Reimbursements must be submitted within 60 days of the expense.

### **Lodging**

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

### **Meals and Incidental Expenses**

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup> (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:

- a. Fees and tips given to wait staff, baggage carriers, maids, and
- b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$59	\$13	\$15	\$26	\$5	\$44.25

Traveler's allowed per diem per day for days 2-4 is \$44:

- \$59 M&IE Total
- \$15 Lunch
- \$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed \$44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed \$44.25 per day as found on the schedule.



### **Other Expenses**

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

### **International Travel**

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.

The per diem rates when traveling abroad are determined by the US Department of State and can be found at [https://aoprals.state.gov/web920/per\\_diem.asp](https://aoprals.state.gov/web920/per_diem.asp).

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

### **City Reimbursement of Travel Costs that do not Require Overnight Travel**

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

### **Non-Reimbursable Expenses**

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

## **Documentation**

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
  - o Specify attendee and employee or non-employee
  - o Relationship of non-employee to the meeting
  - o Reason that the meeting was not possible during business hours, if applicable

## **Violation of the Travel Policy**

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.1	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Public Hearings	<b>Originating Department:</b>	Community Development, Rental and Business Licensing Division
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Megan Bookey, Program Assistant III
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Keith Jullie, Rental and Business Licensing Manager
<b>Item:</b>	Approve an On-Sale Wine License and 3.2 Malt Liquor License for Taishan Brothers Inc. dba House of Kirin Chinese Restaurant, Located at 8600 Edinburgh Centre Drive North		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE AN ON-SALE WINE LICENSE AND 3.2 MALT LIQUOR LICENSE FOR TAISHAN BROTHERS INC. DBA HOUSE OF KIRIN CHINESE RESTAURANT, LOCATED AT 8600 EDINBURGH CENTRE DRIVE NORTH.

## Overview:

This is a new On-Sale Wine License and 3.2 Malt Liquor License for Taishan Brothers Inc. doing business as House of Kirin Chinese Restaurant, located at 8600 Edinburgh Centre Drive North. This location was previously occupied by Lemon Grass Thai Cuisine until April 2023. Holding an on-sale wine license in conjunction with a 3.2 malt liquor license provides authorization to the business to serve wine and strong beer.

The Community Development Department has approved the application. The Police Department has completed their investigation of the restaurant owner. In order to be eligible for a wine license, a business must meet the food requirements, hold a valid food license with the City of Brooklyn Park, and pass state inspections related to wine license requirements.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

5.1A LIQUOR LICENSE LIST

<b>Business Name</b>	<b>Address</b>	<b>Business Type</b>	<b>On / Off Sale</b>	<b>Liquor Type</b>
AMOCO	8050 LAKELAND AVE N	Gas - Food	Off-sale	3.2
FAMILY DOLLAR	7638 BROOKLYN BLVD N	General	Off-sale	3.2
HOLIDAY STATIONSTORE	8500 EDINBURGH CTR DR N	Gas - Food	Off-sale	3.2
KWIK TRIP	9495 NOBLE PKWY N	Gas - Food	Off-sale	3.2
KWIK TRIP	5801 96TH AVE N	Gas - Food	Off-sale	3.2
NOBLE MOBIL	9500 NOBLE PKWY N	Gas - Food	Off-sale	3.2
SPEEDWAY	7601 JOLLY LN N	Gas - Food	Off-sale	3.2
SPEEDWAY	9300 ZANE AVE N	Gas - Food	Off-sale	3.2
SPEEDWAY	7525 BROOKLYN BLVD N	Gas - Food	Off-sale	3.2
CUB FOODS	9655 COLORADO LN N	Grocery	Off-sale	3.2
CUB FOODS	7555 WEST BROADWAY N	Grocery	Off-sale	3.2
FESTIVAL FOODS	8535 EDINBURGH CTR DR N	Grocery	Off-sale	3.2
HY-VEE FOOD STORE	9409 ZANE AVE N	Grocery	Off-sale	3.2
BIG LIQUOR WAREHOUSE	8022 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
BROOKLYN LIQUORS	6256 BOONE AVE N	Liquor Store	Off-sale	Full
BROOKLYN PARK LIQUOR BARREL	8520 EDINBURGH CTR DR N	Liquor Store	Off-sale	Full
CELLARS WINES & SPIRITS - BROOKLYN PARK	7944 BROOKLYN BLVD N	Liquor Store	Off-sale	Full
CITY LIQUOR	5716 BROOKDALE DR N	Liquor Store	Off-sale	Full
CUB DISCOUNT LIQUOR	7555 WEST BROADWAY N	Liquor Store	Off-sale	Full
HY-VEE WINE & SPIRITS	9409 ZANE AVE N SUITE B	Liquor Store	Off-sale	Full
IKE'S WINE & SPIRITS	9682 COLORADO LN N	Liquor Store	Off-sale	Full
KELLY'S LIQUOR	3210 BROOKDALE DR N	Liquor Store	Off-sale	Full
MADDIES LIQUOR	8521 ZANE AVE N	Liquor Store	Off-sale	Full
PARK LIQUOR OUTLET	6315 ZANE AVE N	Liquor Store	Off-sale	Full
PIXIE LIQUOR	1512 BROOKDALE DR N	Liquor Store	Off-sale	Full
TM LIQUORS	9318 ZANE AVE N	Liquor Store	Off-sale	Full
UP NORTH LIQUOR	9570 NOBLE PKWY N	Liquor Store	Off-sale	Full
BOWLERO	7545 BROOKLYN BLVD N	Bowling Alley	On-sale	Full
HEAVY ROTATION BREWING	9801 XENIA AVE N	Brewery	On & Off sale	Brewery
PALMER LAKE VFW	2817 BROOKDALE DR N	Club	On-sale	Full

<b>Business Name</b>	<b>Address</b>	<b>Business Type</b>	<b>On / Off Sale</b>	<b>Liquor Type</b>
SKAALVENN DISTILLERY	8601 73RD AVE N #14	Distillery	On-sale	Distillery
BUASAVANH	7324 LAKELAND AVE N	Event Center	On-sale	Full
LEOPOLD'S MISSISSIPPI GARDENS	9500 WEST RIVER RD N	Event Center	On-sale	Full
BROOKLAND EXECUTIVE NINE GOLF	8232 REGENT AVE N	Golf	On-sale	3.2
HAMPTON INN	9470 WEST BROADWAY N	Hotel	On-sale	3.2
MINNEAPOLIS MARRIOTT NORTHWEST	7025 NORTHLAND DR N	Hotel	On-sale	Full
BROADWAY PIZZA	8525 EDINBURGH CTR DR N	Restaurant	On-sale	Full
CAM'S BAR & EATERY	8517 63RD AVE N	Restaurant	On-sale	Full
DOS HERMANOS MEXICAN GRILL AND BAR	1408 85TH AVE N	Restaurant	On-sale	Full
EL LORO MEXICAN RESTAURANT	7901 BROOKLYN BLVD N	Restaurant	On-sale	Full
HOUSE OF KIRIN	8600 EDINBURGH CENTER DR N	Restaurant	On-sale	Wine
HY-VEE MARKET GRILLE	9409 ZANE AVE N SUITE A	Restaurant	On-sale	Full
MAD JACKS SPORTS CAFE	8078 BROOKLYN BLVD N	Restaurant	On-sale	Full
MC'S TAP HOUSE	9690 COLORADO LN N	Restaurant	On-sale	Full
ORO BANQUET - BAR & RESTAURANT	2875 BROOKDALE DR N	Restaurant	On-sale	Full
PLUSH	8578 EDINBURGH CENTER DR N	Restaurant	On-sale	Full
SOKE BBQ & HOT POT	8586 EDINBURGH CENTER DR N	Restaurant	On-sale	Wine
THE BROOKLYN	8700 EDINBROOK CROSSING N	Restaurant	On-sale	Full
TOKYO SUSHI ALL YOU CAN EAT	9750 SCHREIBER TER N	Restaurant	On-sale	Wine

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.2	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	Public Hearing	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	FIRST READING		
<b>Attachments:</b>	1	<b>Presented By:</b>	Dennis Secara, Charter Commission Chair
<b>Item:</b>	Public Hearing and to Consider the Recommendation of the Brooklyn Park Charter Commission to amend Charter Chapter 4, Section 4.03 of the Home Rule City Charter		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHARTER CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

*The effect of this motion will be to set the public hearing to discuss changes to the City Charter. The proposed ordinances must be published in the official newspaper two weeks before the public hearings can be held.*

## Overview:

At the July 31, 2023 Council Work Session, the Mayor, and Council Members held discussions on council vacancies related to how long the seats were vacant, expense of special elections, and amending the city charter. Options discussed were, (1) appointment until the next election; (2) a candidate declared winner at a special primary with over 50% of the votes, if no winner, continue with the special election, and (3) using ranked choice voting for the special election. It was the consensus of the Council to forward the issue to the Charter Commission for a recommendation.

At the September 13, 2023, Charter Commission meeting, the commissioners held discussions on the issue and possible options. They also reviewed what other charter cities did with council vacancies. It was the consensus of the Commissioners to have the City Attorney provide options related to the council vacancies and propose an amendment to Charter Section 4.03.

At the October 11, 2023, Charter Commission meeting, the Commissioners continued their discussions regarding the council vacancies with Kennedy and Graven Attorney Siobhan Tolar, and discussed the City Attorney's email regarding options that would reduce the amount of time that a vacancy occurred in the City Council. The commissioners discussed potential options: (1) appoint first and have a special election without a primary; (2) if a candidate receives 50% or more of the votes at a special primary, the candidate is declared the winner, and a special election is not required; or (3) appoint until the next regular election and eliminate the primary. The commissioners asked the City Attorney to provide amendment language to Section 4.03 based on those options to be discussed at the next meeting.

At the November 8, 2023, meeting, the commissioners continued their discussions with Attorney Tolar and reviewed the City Attorney's email regarding proposed Charter amendment options. The commissioners decided against appointments for vacancies over 365 days and to hold special elections at the earliest allowed date following the vacancy declaration. The Commissioners asked the attorneys to draft amendment language reflecting two circumstances: (1) a "winner-take-all" primary for a vacancy where 3 or more candidates ran for office, and (2) maintain the existing special election process if only two candidates ran for office.

At the December 13, 2023, meeting, Attorney Tolar presented amendment language to Section 4.03 for review and discussion by the commissioners. After lengthy discussions, the commissioners edited the proposed amendment language relating to eligible voters.

The Commissioners voted on a motion and passed (5 to 1) to recommend to the City Council for approval, the attached ordinance amending Chapter 4, Section 4.03 of the City Charter.

**Primary Issues/Alternatives to Consider:**

The following is a routine timetable:

January 8	Council set the public hearing
January 18	Public Hearing Notice and text of proposed ordinance is published
February 12	Public hearing and First Reading of Ordinance Held
February 26	Second Reading of Ordinance Held
March 7	Ordinance Published in Newspaper
June 5	Ordinance becomes effective (90 days after passage and publication)

Publication must be the exact language the Council will vote on.

**Budgetary/Fiscal Issues:** N/A

**Attachments:**

5.1 ORDINANCE



ORDINANCE #2024-

AN ORDINANCE AMENDING CHARTER CHAPTER 4, SECTION 4.03 OF THE  
HOME RULE CITY CHARTER

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

The City of Brooklyn Park does ordain:

**Section 1. Chapter 4, Section 4.03 of the City Charter is amended to read as follows:**

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least 15 days' notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.1	<b>Meeting Date:</b>	February 12, 2024
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	X	<b>Prepared By:</b>	Dr. Marcellus Davis, REDI Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Dr. Marcellus Davis, Zach Kramka, Josie Shardlow
<b>Item:</b>	Racial Equity Principles Discussion		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT THE CITY OF BROOKLYN PARK RACIAL EQUITY GUIDING PRINCIPLES.

## Overview:

During the January 8 and 29, 2024 meetings, revisions were requested by the City Council, and the follow-up meetings were to share the updates. These principles will help assure that in all development of policies, initiatives, and practices, racial equity is at the core of the design to assure that we are working towards eradicating racial inequities internally and city wide. These principles will also help with the design of the updated version of the *Brooklyn Park 2025 Community Plan* and elicit internal and external community input. This meeting will be to approve the racial equity principles.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

7.1A UPDATED RACIAL EQUITY PRINCIPLES – Final

## ***City of Brooklyn Park Racial Equity Guiding Principles***

“If one really wishes to know how justice is administered in a country, one does not question the policeman, the lawyers, the judges, or the protected members of the middle class. One goes to the unprotected those, precisely, who need the law’s protection most! And listens to their testimony.”

(James Baldwin)

### ***Introduction***

The City of Brooklyn Park believes that racial equity demands intentional and purposeful persistence in eradicating governmental policies and practices that deepen the on-going racial trauma from genocide, stealing of land, the legacy of enslavement, and a myriad of racialized and often deadly oppression woven into our institutions across society.

The City of Brooklyn Park centers race with the understanding that the realities of racial inequities yesterday, and presently, have embedded into governmental systems, and that racial inequities across all indicators for success are deep and pervasive. It is critical that government take an active role in addressing past and current racial harms. ***We also know that other groups of people are still marginalized, including based on gender, sexual orientation, ability and age, and religious identity.*** ***Focusing on racial equity provides the opportunity to introduce a framework, tools and resources that can also be applied to other areas of marginalization.***

The City of Brooklyn Park believes the following: (adapted from Government Alliance on Racial Equity)

- ✓ As determined by Hennepin County in 2020, Racism is a public health crisis.
- ✓ To have maximum impact, focus and specificity are necessary. Strategies to achieve racial equity differ from those to achieve equity in other areas. “One-size fits all” strategies are rarely successful.
- ✓ A racial equity framework that is clear about the difference between individual, institutional and structural racism, as well as the history and current reality of inequities, has applications for other marginalized groups.
- ✓ Race can be an issue that keeps other marginalized communities from effectively coming together. An approach that recognized the interconnected ways in which marginalization takes place with help to achieve greater unity across communities.

It’s imperative that all areas of marginalization are taken seriously and addressed by an institutional approach across the board. As the City of Brooklyn Park deepens its ability to eliminate racial inequity, it will be better equipped to transform systems and institutions impacting other marginalized groups.

***Without an intentional dismantling of structural racism, we continue to live in a culture and system of white supremacy that threatens our democracy and is ultimately divisive and detrimental for all.*** To that end, we offer the following principles:

***The City of Brooklyn Park defines racial equity as:***

1. Racial equity is the condition that would be achieved if one's racial identity no longer predicted, in a statistical sense, how one fares. When we use the term, we are thinking about racial equity as one part of racial justice, and thus we also include work to address root causes of inequities, not just their manifestation. This includes elimination of policies, practices, attitudes, and cultural messages that reinforce differential outcomes by race or that fail to eliminate them.

2. “A mindset and method for solving problems that have endured for generations, seem intractable, harm people and communities of color most acutely, and ultimately affect people of all races. This will require seeing differently, thinking differently, and doing the work differently. Racial equity is about results that make a difference and last.”

SOURCE: Center for Assessment and Policy Development. OpenSource Leadership Strategies.

***Racial Equity Principle 1: Equitably Distribute and Expand Power & Resources-*** To achieve racial equity within the city, we will responsibly use and grow resources and power to strengthen communities who have not previously benefited from such.

- Strive to eliminate racial predictability within the city of Brooklyn Park.
- Resources will need to be deployed equitably.
- Transform Brooklyn Park’s governmental systems to achieve equitable outcomes.
- Purposefully and intentionally address the racial wealth gap by developing opportunities for wealth creation for community members impacted.

***Racial Equity Principle 2: Make Data-Informed Decisions that Center Race*** - the City of Brooklyn Park will use data to create accountability and reduce biases in evaluating results when we use these approaches. The City’s racial equity work strives to be impactful and produce measurable results.

- Disaggregate data by race, nationality and ethnicity when possible.
- Pursue a mixed methods approach (qualitative & quantitative) to evaluate progress.
- Protect and handle data with care.
- Use data in such a way that the inherent value and positive contributions of Brooklyn Park residents are elevated; Refrain from using data to promote negative perceptions about community members, in particular, communities of color.

***Racial Equity Principle 3: Transform Systems Using Innovation and Courage*** - The City of Brooklyn Park will not let resistance prevent the advancement of racial equity.

- The City’s vision “a thriving community, inspiring pride, where opportunities exist for all” cannot be fulfilled without making unpopular decisions that benefit the most marginalized.
- Systems need to be dismantled, and then a new system must be re-imagined and co-created.

***Racial Equity Principle 4: Prioritize Racial Healing from Racial Trauma and Commit to Racial Justice -***

The City of Brooklyn Park understands we have contributed to causing racial harm, and we have a responsibility to facilitate community healing from racial trauma.

- Some City policies and practices have led to racial harm in the community, further contributing to racial inequity.
- It is important for the City to participate in community racial healing and racial justice initiatives.

***Racial Equity Principle 5: Establish Authentic Relationships with Community Members, in Particular, Those Who Have Been Previously Ignored*** – the City of Brooklyn Park values people-centric relationships with community members, in particular, communities of color, that are not transactional, rather, relationships that commit to developing a community where multiple perspectives are valued and appreciated.

- Seek solutions and feedback directly from community members of color, who are most impacted by City decisions.
- Engage organizations and leaders of color with proven track records of working in tandem with communities of color.
- Authentic relationships include genuine and vulnerable communication and actions that align with commitments. This is an always-evolving process.

# City of Brooklyn Park Council Work Session

<b>Meeting Date:</b>	February 12, 2024	<b>Originating Department:</b>	Administration
<b>Agenda Item:</b>	10.1	<b>Prepared By:</b>	Dr. Marcellus Davis, REDI Manager
<b>Agenda Section:</b>	Discussion	<b>Presented By:</b>	Dr. Marcellus Davis
<b>Item:</b>	Human Rights Commission Recommendation Letter & Ceasefire Resolution		

## Summary:

The City of Brooklyn Park Human Rights Commission (HRC) is writing a letter of recommendation to the City Council requesting for the approval of a resolution for the immediate ceasefire in Gaza. Joining in with other cities across the nation and locally, the HRC is recommending and requesting the City of Brooklyn Park City Council approve an immediate call for a cease fire as human rights violations are occurring in the Gaza Strip.

The purpose of this agenda item is to discuss the proposed resolution.

## Attachments:

10.1A CEASEFIRE HUMAN RIGHTS COMMISSION RECOMMENDATION LETTER  
10.1B CEASEFIRE RESOLUTION

January 18, 2024  
Updated February 6, 2024

From: City of Brooklyn Park Human Rights Commission

To: City of Brooklyn Park City Council

Re: Ceasefire resolution

We join over 70 cities around the country, including Minneapolis and Hastings, MN; Chicago, IL; Ann Arbor, MI; Akron, OH; Seattle, WA; Oakland and Richmond, CA; to demand a permanent ceasefire by Israel in the occupied territory of Palestine, a return of all hostages, immediate delivery and safe passage of humanitarian aid, exhort the federal government to stop funding the Israeli military, and combat increased antisemitism and Islamophobia.

Our city is committed to protecting the human rights of all people, especially those who experience harm, oppression, and are deprived of basic rights as stated in the [Universal Declaration of Human Rights](#) such as: freedom from discrimination; right to life; not being subjected to torture or to cruel, inhuman, or degrading treatment or punishment; right to a standard of living adequate for the health and well-being of their family; freedom from arbitrary arrest; right to free movement in and out of the country; right to education; and freedom from State or personal interference in the above rights.

The Palestinian people have been subjected to over 120 days of bombings and killings that have displaced close to two million people, killed over 30,000 people (half of them women and children), and destroyed all hospitals and universities. While we acknowledge the events of October 7<sup>th</sup>, 2023 were horrific, the exponential retaliation by the oppressive and occupying force has shown the world that there is no intention of stopping until the Palestinian people no longer exist.

There are multiple and concurrent genocides happening around the world and the visibility of one increases the visibility of the others. This is the time where we must act to protect the most vulnerable and use our collective voices and power to stop human suffering. The time to act is now.

Respectfully,

Human Rights Commission  
City of Brooklyn Park, MN



***City of Brooklyn Park Cease Fire Adapted from the City of Minneapolis Cease Fire***

Whereas, we the City of Brooklyn Park City Council work to ensure the safety, health, dignity, and freedom of people every day. We follow the lead of 60 other localities in calling for a ceasefire because what happens internationally impacts our constituents locally. We believe in the shared humanity of all people and affirm it as a common value held by Brooklyn Park residents and leaders; and

Whereas, the ongoing bombardment in the Gaza Strip comes in the context of the 75-year displacement of Palestinians and 56-year illegal military and settler occupation of Gaza and the West Bank in 2016 the United Nations Security Council found the settlements in the occupied West Bank, which have gone on for 56 years, unlawful, and the 17-year blockade of Gaza; and

Whereas, on October 7, 2023, unacceptable attacks on Israel by Hamas and other armed groups resulted in more than 200 hostages being taken captive, and the deaths of more than 1,100 Israelis, including approximately 800 civilians; and

Whereas, we recognize the right to self-determination and peaceful, safe futures for both Palestinian and Israeli people; and

Whereas, the Government of the State of Israel is engaging in collective punishment of Palestinian civilians; and the Palestinian people are now facing a humanitarian catastrophe the Palestinian people are now facing a humanitarian crisis, and human rights organizations such as Amnesty International and Human Rights Watch have reported that the government of the State of Israel has been engaging in collective punishment; and

Whereas, according to a November 2023 United Nations Human Rights Office of the High Commissioner press release, UN experts stated, “Many of us already raised the alarm about the risk of genocide in Gaza.” “We are deeply disturbed by the failure of governments to heed our call and to achieve an immediate ceasefire. We are also profoundly concerned about the support of certain governments for Israel's strategy of warfare against the besieged population of Gaza, and the failure of the international system to mobilize to prevent genocide.”; and

Whereas, Palestinians living in Gaza are being killed at an unprecedented rate. Over 22,000 24,000 Gazans – including at least 8,500 10,000 children – have been killed in 93 110 days, meaning 1 child in Gaza is killed every 10 minutes. Over 300 medical workers and over 100 journalists have been killed. Proportional to population, the death toll in Gaza is the equivalent of about 3.1 million American deaths. In addition, over 50,000 Gazans are wounded, and over 7,000 are missing under the rubble; and

Whereas, the Government of The State of Israel has bombed civilian entities indiscriminately, destroying or damaging: at least two-thirds of all homes in northern Gaza; 23 hospitals and 141 medical facilities; 70% of schools; over 100 places of worship; bakeries; refugee camps; roads; and other essential infrastructure. This has destroyed access to food, clean water, healthcare, shelter, and sanitation essential to human life and caused mass displacement of as many as 90% of Gazans; and

Whereas, we unequivocally condemn the targeting and killing of Palestinian and Israeli civilians –, which would constitute a violation of international law; and

Whereas, the World Health Organization, United Nations, Save the Children, Amnesty International, Human Rights Watch, His Holiness Pope Francis, more than 120 countries, and countless other organizations in Minnesota and around the world have called for a ceasefire to end the violence and suffering in the Gaza Strip. Doctors Without Borders has advocated for, “a total ceasefire and the unconditional supply of humanitarian aid, including access to food, fuel, and water. The survival of people in Gaza depends on this”; and

Whereas, on Thursday, January 11, 2024, and Friday, January 12, 2024, the International Court of Justice (ICJ) at the Hague held public hearings in the case brought forward by South Africa against Israel for alleged violations of the Genocide Convention on the Prevention and Punishment of the Crime of Genocide during its operations in Gaza. South Africa’s application alleges that “acts and omissions by Israel... are genocidal in character, as they are committed with the requisite specific intent... to destroy Palestinians in Gaza as a part of the broader Palestinian national, racial and ethnical group.” South Africa’s actions to receive provisional protections of the people of Gaza are supported by several countries and over 1,000 organizations worldwide; and

Whereas, we as local leaders are using our voice to stand firmly against the rise of and all acts of racially motivated violence and hate crimes perpetrated against our Jewish, Muslim, Palestinian, and Arab constituents here in Brooklyn Park and around the United States; and

Now, Therefore, Be It Resolved by The City Council of Brooklyn Park:

That the City Council of Brooklyn Park supports our State and Federal delegations and the Biden Administration using their authority to cease support for various human rights violations in the Gaza Strip:

1. Advance a full, immediate, and permanent ceasefire, along with urgently needed humanitarian aid as a necessary step towards lasting peace.
2. Support an end to U.S. military funding to the State of Israel, and an end to U.S. tax dollars contributing to humanitarian catastrophe and loss of life, and various human rights violations.
3. Ensure the release of all Israeli hostages taken by Hamas.
4. Ensure the release of thousands of Palestinians held indefinitely without cause and trial in Israeli military prisons.

Be It Further Resolved that the Office of the City Clerk is hereby directed to provide a copy of this Resolution to Brooklyn Park’s elected representatives to the Minnesota State Legislature, and Minnesota’s elected representatives to the United States House of Representatives and United States Senate, Governor Walz, and the Office of President Biden.