Council Study Session
City Hall Council Chambers
September 9, 2024

AGENDA

1. **Call to Order - 6:00 p.m.**
2. **Council Miscellaneous Discussion Items**
3. **City Manager Miscellaneous Discussion Items**
4. **Adjourn**

CITY COUNCIL MEETING
City Hall Council Chambers
September 9, 2024

AGENDA

1. Roll Call

2. Pledge of Allegiance

3. Informal Open Forum

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

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

a. Meeting Decorum

4. Invocation - Butler

5. Call to Order - 7:00 p.m.

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

6. Approval of Agenda and Consent Agenda

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

a. Approval of Minutes

- Motion to approve meeting minutes

- *8/12/24 Study Session*
- *8/12/24 Regular Session*
- *8/15/24 Special Session - Canvassing Board*

b. Approval of Licenses

- Motion to approve the licenses as presented.

c. Resolution Authorizing City Staff to Apply for a Grant to Install Playground Surfacing at Select Brooklyn Center Parks Under the Provisions of the Hennepin Youth Play Area Grant

- Motion to approve a resolution authorizing the application of the agreement to install playground surfacing at select Brooklyn Center Parks under the provisions of the Hennepin County Youth Play Area Grant.

d. Resolution Authorizing Grant Application to Study HWY 100 Connectivity at John Martin Drive

- Motion to approve the resolution authorizing the submission of an application to the 2024 Reconnecting Communities Pilot Program for the Highway 100 Connectivity Study

e. Resolution Authorizing the City of Brooklyn Center to Enter into Contracts with Hennepin County Human Services and Public Health Department and Canopy Roots for Expanded Response Team Pilots and Authorizing the City Manager to Execute Such Contracts

- Motion to approve the contracts for Expanded Response Pilot program.

7. Presentations/Proclamations/Recognitions/Donations

a. Highway 252/I-94 Environmental Review: Presentation by the 252 Safety Taskforce

- Motion to accept the presentation from the 252 Safety Task Force

b. ARPA Fund Update

- Staff request that the Council accept an update report on the American Rescue Plan Act funding.

8. Public Hearings

9. Planning Commission Items

10. Council Consideration Items

a. Resolution Approving the Adoption of the Emerald Ash Borer Mitigation Plan

- Motion to approve a resolution approving the adoption of the Emerald Ash Borer Mitigation Plan

11. Council Report

12. Adjournment

COUNCIL MEETING DECORUM

To ensure meetings are conducted in a professional and courteous manner which enables the orderly conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation.

A. Decorum. Persons who attend meetings must avoid conduct that disrupts, interferes with, or disturbs the orderly conduct of the meeting or the ability of other attendees to observe and participate as appropriate. To that end, persons who attend meetings are subject to the following:

(1) Members of the public may only speak during meetings when allowed under Council Rules and only after being recognized by the presiding officer. The presiding officer may establish time limits for the acceptance of public comments or testimony.

(2) Public comments or testimony must be addressed to the presiding officer and not to other Council Members, staff, or others in attendance.

(3) All elected officials shall be referred to by their proper title and surname.

(4) Public comments should avoid personal accusations, profanity, or other improper content for a public meeting.

(5) Intimidating behaviors, threats of hostility, or actual violence are disallowed.

(6) Audible demonstrations intended to disrupt the meeting should be avoided, including stomping of feet, snapping of fingers, clapping of hands, and other conduct that may be intimidating or threatening to others.

(7) Holding, displaying, or placing banners, signs, objects, or other materials in any way that endangers others, prevents the free flow of individuals within the chamber, or obstructs or prevents the viewing of the meeting by others is not allowed.

B. The presiding officer shall request any person(s) who disrupt, interfere with or disturb the orderly conduct of a meeting to cease the conduct and, as necessary, shall issue an oral warning to the individual(s) found to be in violation. If the individual(s) persists in disrupting, interfering with, or disturbing the meeting, the presiding officer may have the individual(s) removed or, under appropriate circumstances, temporarily clear the gallery. If for any reason the presiding officer fails to take such action, a majority vote may be substituted for action by the presiding officer to maintain order and decorum over the proceedings.

C. The Council Chambers capacity is 76 persons per fire code.

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: Approval of Minutes

Requested Council Action:

- *Motion to approve meeting minutes*
  - *8/12/24 Study Session*
  - *8/12/24 Regular Session*
  - *8/15/24 Special Session - Canvassing Board*

Background:

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

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

Strategic Priorities and Values:

Provide quality services with fair and equitable treatment

ATTACHMENTS:

Description	Upload Date	Type
8.12 Study Session	8/20/2024	Backup Material
8.12 Regular Session	8/20/2024	Backup Material
8.15 Special Session Canvassing Board	8/20/2024	Backup Material

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

STUDY SESSION
AUGUST 12, 2024
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor April Graves at 6:10 p.m.

ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, Director of Community Prevention, Health and Safety LaToya Turk, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Siobhan Tolar.

CITY COUNCIL MISCELLANEOUS DISCUSSION ITEMS

Mayor Graves requested the order of items be reordered. There was no objection from Council.

PUBLIC SAFETY RESOLUTION

This item was addressed after City Council Miscellaneous Discussion Items B. Code of Conduct.

CODE OF CONDUCT

Mayor Graves stated she would like the item to be on the next meeting agenda for approval.

Councilmember Lawrence-Anderson stated she doesn't know why the document is needed as there is already a policy in place. A similar measure was implemented in a neighboring city, and they have had several issues as a result.

Mayor Graves pointed out that the Commission and Committee Code of Conduct was already discussed. It is unfair to hold City volunteers to a higher standard than the Council. She has already had to deal with misconduct, and there aren't any possible repercussions. The goal is for the Code of Conduct to be a deterrent. Councilmembers and Staff should not be badmouthing one another or lying. There will not be any retroactive application.

Councilmember Butler asked Councilmember Lawrence-Anderson which policy is already in place that addresses the same concerns. Councilmember Lawrence-Anderson stated there is

already a policy in place that addresses the conduct of the Council.

Mayor Graves stated the document shows the edits made to the previous version.

Councilmember Lawrence-Anderson noted she would like to review some of the procedures. She read a procedure on the last page that says a member of the Council may report misconduct of another Councilmember to the Mayor, City Manager, or City Attorney. There should be no oversight of the Council by the City Manager per the City Charter.

Councilmember Jerzak agreed with Councilmember Lawrence-Anderson's point.

Councilmember Jerzak added accountability is important. However, he fears the document and procedures be weaponized. The document gives the power to primarily the Mayor and the City Manager. The Council is elected by the people. The document needs a lot of work and additional discussion.

Mayor Graves stated it is the third time the item has been on the agenda for Council to discuss. However, no one has brought any concerns to her until now.

Councilmember Jerzak stated the bylaws of the Commissions spell out conduct requirements. Ultimately, the new Council should pick up the item. The way the document is written and the potential for weaponization is frightening.

Mayor Graves asked who is going to weaponize the document. Councilmember Jerzak stated any number of individuals could weaponize the procedures. Mayor Graves stated any unfounded reports won't go anywhere. The first step is only a conversation. It would require multiple incidents for there to be any censures. A neighboring city has implemented censures with little impact. In the end, anyone acting with integrity shouldn't fear this accountability measure.

Councilmember Kragness explained she supports accountability. However, Brooklyn Center shouldn't be making their decisions based on how other cities are conducting business. Mayor Graves stated she started the conversation because she was receiving complaints, and she didn't have an avenue to address them. The example of the policy is from Brooklyn Park because she wanted a starting point.

Councilmember Kragness asked how complaints have been handled in the past. Mayor Graves stated there are more complaints and more of a need for accountability measures because of the political climate. The accountability measure has been if someone will be re-elected or not. However, the Council should not support a culture of disrespect in the interim.

Councilmember Jerzak requested more time to consider the item. Mayor Graves asked how much time he needed. Councilmember Jerzak stated he doesn't have a timeline in mind. He has seen a similar lack of accountability process in his work on the Charter Commission. It makes sense for Mayor Graves to be seeking out a process as she is in a leadership position. However, the topic is

still too raw. As of right now, he cannot get on board.

Mayor Graves asked why he cannot get on board. Councilmember Jerzak stated he would prefer not to answer the question in respect of Councilmembers and Staff.

Councilmember Butler noted there is no reason the Council shouldn't hold themselves to a higher standard.

Councilmember Lawrence-Anderson stated the Council has acted professionally, so she doesn't see a need for the document. If it were to be implemented, she insisted any references to reporting to the City Manager be removed in compliance with the Charter.

Assistant City Manager/City Clerk Barb Suciu pointed out there is a current policy that includes a Code of Decorum for Councilmembers and a section on accountability measures.

Councilmember Lawrence-Anderson asked Ms. Suciu to email the Code of Decorum to the Council for review.

Mayor Graves noted it was her understanding that several months ago the policy was discussed for the very first time. Councilmember Lawrence-Anderson stated Brooklyn Park's policy was brought up for discussion previously.

Mayor Graves explained her goal is to fill in any gaps in the policy rather than repeat a policy. Councilmember Lawrence-Anderson stated the proposed document has never been compared to existing policies. Mayor Graves stated she believed the City Attorney already completed the comparison.

City Manager Reggie Edwards read the accountability portion of the existing policy. The policy addresses issues that occur in Chambers, but it doesn't address any other issues that may arise.

Mayor Graves requested the existing policy and the proposed policy be returned to the Council for further discussion.

Councilmember Lawrence-Anderson stated there is already a policy in place. Mayor Graves stated the existing policy is not sufficient, noting people continue to make complaints and bring lawsuits against the City. Councilmember Lawrence-Anderson stated she is not privy to such information.

PUBLIC SAFETY RESOLUTION

Councilmember Kragness stated she only wanted the language updated and refined. Otherwise, she doesn't have concerns about the content of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act.

Councilmember Jerzak noted the input for Section Four was not included in the provided copy of

the draft. He doesn't want to repeat work. He requested the word "new" be removed from the creation of the Department section as it has already been established. Additionally, he suggested words be added to reflect the collaboration with the Police and Fire Departments. Additionally, he suggested the word "all" be removed as they are all responsible for the implementation. The intent of the document is to get everyone on board with the effort.

Councilmember Jerzak requested the term "Director" be replaced with a broader term so that other positions may take on the responsibilities of the Act. He added he doesn't see a reason for the Resolution to call for resources to a specific Department. The City is one entity and multiple Departments should be competing for and receive resources based on their efforts. It isn't the role of the Council to micro-manage the Staff's responsibilities. However, he doesn't want to see duplication of similar efforts. There are already two alternative response programs along with intervenors and other efforts. There isn't any clarity on non-moving traffic enforcement efforts. They don't even have a definition of non-moving traffic violations.

Mayor Graves agreed there should be language addressing the collaboration between Departments. Any references to non-existing departments should be removed. There is an Office of Community Health, Prevention, and Safety that should be included. The term "Director" should not be removed.

Councilmember Jerzak stated he doesn't want the term "Director" to be removed entirely but to allow other positions to take on the responsibilities. Then Dr. Edwards can assign responsibilities to employees that are not at the Director level. Mayor Graves stated Dr. Edwards already has that ability.

Mayor Graves stated resolutions are a value statement of the Council, Staff, or community. They are not marching orders that dictate budgets or Staff responsibilities.

Councilmember Kragness stated the items do impact the budget as they must be paid for. Mayor Graves stated it only drives the budget to an extent. She suggested the specific Department allocations be removed because it allows more Departments to utilize funds in promotion of the spirit of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act. The Resolution doesn't preclude the Council from choosing how to allot money nor have any legal implications related to the budgeting.

Councilmember Kragness agreed that is the same reason the language needs to be cleaned up to reflect what is actually established in the City. For example, the Act calls for a new Department while the City has created an Office instead.

Mayor Graves stated she has had the same concerns since its inception. She has no intention to eliminate the Office of Community Health, Prevention, and Safety. Some items of the Act may appear divisive, and she hopes to emphasize collaboration.

Mayor Graves stated Staff would compile the input of the Council and draft an updated version of

Section Four.

Councilmember Jerzak reiterated the importance of changing the language to promote collaboration amongst Departments. Some time has passed, and the Council has the opportunity to improve the Act.

Mayor Graves read Section Five of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act regarding the permanent Community Safety and Violence Prevention Commission.

Councilmember Kragness noted the Commission should be treated as an advisory body. The language should be similar to the descriptions and guiding documents as other advisory bodies. The language in the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act refers to "recommend" which gives a false sense of authority to the Community Safety and Violence Prevention Commission.

Councilmember Jerzak stated the City Clerk should provide a list of candidates for the Community Safety and Violence Prevention Commission rather than a Director as that would be the proper procedure. There should be uniformity across City entities and documents. Per the Charter, commissions and committees are established by the City Council through a specific resolution that defines the scope of the commission, member selection process, and the like. The same process should be applied to the Community Safety and Violence Prevention Commission. Some commissions have become divisive, but that is not the desire of the Council. Establishing the responsibilities and other details of a commission should be done prior to any creation.

Councilmember Jerzak stated he doesn't have interest in reviewing Chapter 19 because there are Staff experts to handle the review. Any changes should be initiated by the experts. Others may have good intentions with edits, but they do not have the expertise. Ultimately, Chapter 19 doesn't need to be addressed in the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act.

Councilmember Jerzak added State Statute 626.89 regarding discipline for a peace officer states a Police Chief is the only person with authority to discipline a peace officer. Any commissions formed would not have the authority to conduct officer discipline. The existing standard needs to be acknowledged to set expectations for any advisory bodies.

Mayor Graves asked how the committee mentioned in Section Five is different than the Multicultural Advisory Committee (MAC) is.

Councilmember Jerzak explained the responsibilities of the MAC are unclear to him. On a similar note, the City cannot get quorum for the existing commissions. Therefore, it is troublesome to consider creating yet another committee.

Mayor Graves asked which commissions are not meeting quorum. Staff is supposed to be

informing her of any attendance issues so she or the other Councilmember counterpart can address the commissioners.

Councilmember Lawrence-Anderson stated the Housing Commission isn't meeting quorum.

Mayor Graves asked who the Staff liaison is for the Housing Commission. Dr. Edwards stated Krystin Eldridge is the Staff liaison. Mayor Graves stated she needs to know when commissions aren't meeting quorum so she can have commissioners removed and appoint new commissioners.

Ms. Suciu pointed out there is a process that must be followed to remove a commissioner. A commissioner has to first miss three meetings before the removal process can take place. Mayor Graves asked if the three missed meeting standard has been met for the Housing Commission. Ms. Suciu stated she would speak with Ms. Eldridge to determine if a removal is necessary.

Dr. Edwards stated the MAC acts as an advisory body to the Police Department while the commission referenced in Section Five of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act would be an advisory body to the Council.

Mayor Graves stated she will learn more about Chapter 19 of the City Code before providing input on that portion.

Mayor Graves noted she has consistently had ideas on who should serve on the potential commission. Director of Community Prevention, Health and Safety LaToya Turk previously presented to the Council on the proposed advisory body. The Council wasn't in favor of the body at that time because the Implementation Commission was currently advising the Council. Defining the Community Safety and Violence Prevention Commission doesn't need to be in the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act, though some language could be cleared up.

Mayor Graves requested Ms. Turk send a copy of her presentation to the Council on the Community Safety and Violence Prevention Commission for additional review.

Councilmember Kragness stated the language needs to be cleaned up throughout Section Five of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act. For example, the Community Safety and Violence Prevention Commission should provide input to law enforcement regarding protests rather than "recent" protests. Additionally, there should be clear expectations for the Commission as to their responsibilities and power, referring to the statement that charges the Community Safety and Violence Prevention Commission to review the collective bargaining agreement.

Councilmember Lawrence-Anderson agreed reviewing a collective bargaining agreement is the responsibility of the City Manager and Human Resources.

Councilmember Lawrence-Anderson requested the term Commission or Committee be used

consistently. She asked how many people are expected to serve on the Community Safety and Violence Prevention Commission. There needs to be a well-rounded group of individuals to include folks with knowledge of finance, law enforcement, and the like.

Mayor Graves noted her agreement with Councilmember Lawrence-Anderson. Therefore, she would like the Council to review the presentation from Ms. Turk as she referenced the makeup of the Commission. There needs to be representation from various experiences and sectors.

Mayor Graves stated the Commission might not have the expertise to handle the details of the collective bargaining agreement. However, the range of backgrounds may have unique insight on the collective bargaining agreement. More eyes on the document cannot hurt. Councilmember Lawrence-Anderson stated more eyes can be helpful, but the expectations of the Commission must be made clear.

Councilmember Jerzak pointed out that the Commission reviewing the collective bargaining agreement adds more to Dr. Edwards' plate. The Union might see the additional review as unnecessary and become adversarial. The members of the Commission may not have a full understanding of contracts, salaries, bargaining, and the like. The Council should trust Staff to handle the contracts. They consider competition with other departments along with basic contract standards. Ultimately, there isn't a benefit to the Community Safety and Violence Prevention Commission reviewing the agreement.

Mayor Graves noted the Community Safety and Violence Prevention Commission wouldn't be at the table for negotiations. The Commission would merely provide input to the Council. She suggested the Council learn more about the bargaining process before making a final decision. For example, the POST Board may have certain requirements and processes the Council is unaware of.

Dr. Edwards offered to bring forward Staff input on the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act for future discussions. As for the review of the collective bargaining agreement, it is not practical for more people to be at the negotiating table. Alternatively, there could be a process for the Community Safety and Violence Prevention Commission to review previous agreements and provide input prior to the next round of negotiations begin.

Councilmember Lawrence-Anderson requested the Police Chief and Ms. Turk compile their final input for Section Five.

Mayor Graves stated their perspective has already been presented to the Council. The Council has requested an opportunity to discuss the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act without Staff input, so they shouldn't be seeking out additional Staff input until the Council's discussions are complete.

Councilmember Jerzak reiterated the importance of abiding by the Charter and consistency. Mayor

Graves agreed with Councilmember Jerzak.

CITY MANAGER MISCELLANEOUS DISCUSSION ITEMS

Dr. Edwards noted a Councilmember previously inquired about the contract with the *Sun Post*. He requested City Attorney Siobhan Tolar to share her research on the topic.

Ms. Tolar pointed out there is no contract between the City and the newspaper. There is merely a subscription service. Pursuant to the law, the *Sun Post* is allowed to instate subscription fees.

Mayor Graves stated she would like to know what other newspapers offer cities. She suggested *Insight News* be researched.

Councilmember Lawrence-Anderson added there is an article in the recent edition of the League of Minnesota Cities about how cities are handling the closing of local newspapers. It is the role of the City Clerk to ensure Statutory notification requirements are being met.

Councilmember Jerzak asked if the presentation on American Rescue Plan Act (ARPA) funds has been pushed back. Dr. Edwards stated the ARPA funds will be addressed at the first meeting in September.

ADJOURNMENT

Mayor Graves moved and Councilmember Jerzak seconded to close the Study Session at 7:07 p.m.

Motion passed unanimously.

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

REGULAR SESSION
AUGUST 12, 2024
CITY HALL – COUNCIL CHAMBERS

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor April Graves at 7:07 p.m.

2. ROLL CALL

Mayor April Graves and Councilmembers Marquita Butler, Kris Lawrence-Anderson, Dan Jerzak, and Teneshia Kragness. Also present were City Manager Reggie Edwards, Community Development Director Jesse Anderson, Director of Community Prevention, Health and Safety LaToya Turk, Assistant City Manager/City Clerk Barb Suciu, and City Attorney Siobhan Tolar.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. INFORMAL OPEN FORUM

Mayor April Graves opened the meeting for the purpose of Informal Open Forum. She asked if the Council was open to extending the Open Forum timing due to the long study session. There was no objection from Council.

Mayor Graves reviewed the Council Meeting Decorum document.

Councilmember Kragness clarified because the Open Forum started ten minutes late, it would also be done ten minutes later. The length of time for Open Forum will remain the same.

Lori B. stated she is worried about the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act's impact on the budget, it only applies to the Office of Community Prevention, Health, and Safety. There should be concern instead about the increasing budget for the Police Department.

Lori B. added reviewing police contracts is essential for the purpose of the Community Safety and Violence Prevention Commission. Some members of the Commission will have a background in or understanding of law enforcement or finances. Lori B. pointed out that the Police Chief in Duluth has made significant strides in police reform and civilian advisory bodies. She suggested the Council look to their success.

Lori B. noted there need to be tough conversations and opportunities for healing as the community is still in pain.

Kevin S. pointed out it is concerning that no links for the Study Session's agenda items have been posted. There have been significant changes to documents discussed during the Study Session, and the public deserves to have access to them.

Kevin S. stated the style of government in Brooklyn Center should now allow for more power in the hands of non-elected individuals.

Nahid K. stated she had seen some flyers advertising businesses in Maple Grove. There should be brochures publicizing Brooklyn Center businesses. Mayor Graves stated Nahid K.'s time to comment has elapsed.

Nahid K. added there is a lot of broken glass at the intersection of 252 and 66th Avenue. Mayor Graves stated the Minnesota Department of Transportation should be cleaning the area.

Katie W. explained the entirety of the Daunte Wright and Kobe Dimock-Heisler Community Safety and Violence Prevention Act needs to be considered rather than specific works. Since Duante's death, there have been numerous traffic stops targeting black and brown folks. The statistics show skewed stops. The Resolution was created to address the harm that occurred, and the City needs to reflect on changes that are required for the community to be safe for all.

Noval N. stated she applied for a permit and the response she received was confusing. There was a note on cannabis use in public spaces. However, the event in question is hosted in a private space. Minnesota doesn't have any regulations for cannabis use in private spaces. The area is also not enclosed. There were questions about RVs and the rear of the stage. The City is asking questions that she has no knowledge of. Her request is being held up, which means the event planning is also being held up. She noted she is happy to exercise her First Amendment rights and protest.

Mayor Graves noted she connected some event organizers to Staff, so she hopes something will be worked out soon. Permits require 45-day notice. The larger Council doesn't know about the permit application, but she has received personal calls regarding the event. She stated she would like to see the event take place.

Lori M. explained she attended the Brooklyn Center Health Fair. She stated the attendance numbers seemed extremely low. There was very little signage. She heard the venue change was due to accessibility. She asked if that was the only reason for the change. She asked where the cost of the Health Fair comes from in the budget.

Mayor Graves stated she also attended the Health Fair. The data hasn't been compiled yet. She encouraged folks to look into the North Star Promise Scholarship Program where any individuals making under $80,000 can qualify for free college.

Venus T. stated that Passport Inc. is a food shelf at 5901 Brooklyn Boulevard Suite #105. They are hoping to expand their space as 3,455 households were served in July, and the numbers keep increasing. She asked for help from the Council to continue feeding the community.

Mayor Graves thanked Passport Inc. for their service to the community. She requested Staff follow up with the commenter for support.

Councilmember Kragness requested Staff update the Council on their work with Passport Inc.

Julie B. noted her disappointment regarding Council expectations. As leaders, it is important for folks to lead as they want others to follow. The unwillingness to consider accountability measures is concerning. Mayor Graves confirmed the Council would continue discussing accountability measures.

Councilmember Kragness moved and Councilmember Lawrence-Anderson seconded to close the Informal Open Forum at 7:30 p.m.

Motion passed unanimously.

5. INVOCATION

Mayor Graves read a poem called The Leader and the Led by Niyi Osundare:

The Lion stakes his claim
To the leadership of the pack
But the Antelopes remember
The ferocious pounce of his paws
The hyena says the crown is made for him
But the Impalas shudder at his lethal appetite
The Giraffe craves a place in the front
But his eyes are too far from the ground
When the Zebra says it's his right to lead
The pack points to the duplicity of his stripes
The Elephant trudges into the power tussle
But its colleagues dread his trampling feet
The Warthog is too ugly
The rhino too riotous
And the pack thrashes around
Like a snake without a head
"Our need calls for a hybrid of habits",
Proclaims the Forest Sage,
"A little bit of a Lion
A little bit of a Lamb
Tough like a tiger, compassionate like a doe
Transparent like a river, mysterious like a lake

A leader who knows how to follow
Followers mindful of their right to lead"

6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

6a. APPROVAL OF MINUTES

1. July 22, 2024 – Study Session
2. July 22, 2024 – Regular Session
3. July 22, 2024 – Work Session

6b. LICENSES

MECHANICAL

A-ABC Appliance & Heating Inc.	8818 7th Avenue N Golden Valley 55427
Ace Heating & Air Conditioning, Inc.	7174 Hwy 95 NW Princeton 55371
Air Rite Mechanical Systems Inc.	6935 146th Street W #3 Apple Valley 55124
C & M Heating And Air Conditioning Inc.	7308 Blair Way Wahkon 56386
Crow River Heating and Cooling LLC	663 Halsey Avenue SE Buffalo 55313
Deschene Enterprises, Inc.	21725 Linden Way Rogers 55374
Helio's Air LLC	561 8th Street Elk River 55330
Hi-Tech Heating and Air Conditioning Inc.	10035 Pillsbury Avenue S Bloomington 55420
Kyrios Heating & Air LLC	4253 Lyndale Avenue S Minneapolis 55409
PB Services LLC	9410 Bataan Street NE Blaine 55449

Steinkraus Plumbing Inc	7160 Madison Avenue W Golden Valley 55427
Warners Stellian Co Inc	550 Atwater Circle St. Paul 55103
Mespo Heating & Cooling Inc.	1904 Glenwood Avenue N Minneapolis 55443

RENTAL

INITIAL (TYPE IV – six-month license)

3224 62nd Avenue N	Laura A Mills

INITIAL (TYPE III – one-year license)

2850 Northway Drive	G B Homes Llc

RENEWAL (TYPE IV – six-month license)

3501 47th Avenue N	6939 Baird Llc
3513 47th Avenue N	6939 Baird Llc
3601 47th Avenue N	8411 Balboa Llc
6915 Humboldt Avenue N	Lynwood Pointe Llc
5336 Russell Avenue N	CHRISTOPHER M BARNARD
5337 Queen Avenue N	Edith & Gregory Perlin
1713 70th Avenue N	LARKIN STREET HOMES LLC
2406 Ericon Drive	G B Homes Llc
3141 49th Avenue N	CCF3 LLC
3815 Oak Street	D & T Properties
4007 Joyce Lane	John Jorgensen
5330 Girard Avenue N	C Bright/Wagner Prop Rent
5701 James Avenue N	Sunset View Rentals Llc
5819 Knox Avenue N	G.b. Homes Llc

6657 Xerxes Place N	Michael Greene & Lydia Logan
RENEWAL (TYPE III – one-year license)	
1701 69th Avenue N	Earle Brown Farm Apartments
1606 71st Avenue N	GA Lang & VL Lang Rev Trst
3106 64th Avenue N	IH2 Property Borrower LP
5306 Knox Avenue N	Antonio Vizcarra-moreno
5720 Logan Avene	Jenny Investments LLC
6018 Camden Avenue N	Gb Homes Llc
RENEWAL (TYPE II – two-year license)	
4201 Lakeside Avenue N, #109	Marie L Dworshak
2329 55th Avenue N	Easton Homes LLC
3901 Burquest Lane	P OGUNTI & M ZARZAR
6005 Admiral Place	Daniel L & Susan C Soffa Trs
6225 Unity Avenue N	HPA CL1 LLC
6724 France Avenue N	Jessica J Stoll
RENEWAL (TYPE I – three-year license)	
3614 50th Avenue N	Devlin Wubbena
5909 June Avenue N	Jeffrey A Davis
4207 Lakeside Avenue N, #130	Ronald Powers/clarice Powers
1112 Emerson Lane	Bodhi Emerson, LLC
1340 68th Lane N	Jin Li
4013 Joyce Lane	Frederick Heim
5555 Dupont Avenue N	Maria Velez
6029 Bryant Avenue N	Herman Capital PR VII, LLC

SIGNHANGER
Signs of Schuppe

325 Minnesota Avenue N
Oronoco 55960

6c. ORDINANCE #2024-08 AMENDING THE CITY'S ZONING MAP TO REMOVE THE REAL PROPERTY LOCATED AT 6440 JAMES CIRCLE NORTH FROM THE PLANNED UNIT DEVELOPMENT/BUSINESS MIXED-USE (PUD/MX-B) DISTRICT AND REZONING THE PROPERTY TO BUSINESS MIXED-USE (MX-B) DISTRICT - 2ND READING

6d. RESOLUTION #2024-083 ACKNOWLEDGING AWARDED FUNDS FROM A LOCAL AREA BUSINESS AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS

6e. RESOLUTION #2024-084 AUTHORIZING RETROACTIVE APPROVAL OF A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR ASSESSING SERVICES

Motion passed unanimously.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. BROOKLYN CENTER OPIOID CRISIS RESPONSE PLAN

City Manager Reggie Edwards introduced the item and requested the Director of the Office of Community Prevention, Health, and Safety LaToya Turk continue the Staff presentation.

Ms. Turk explained there are a number of slang terms for opioids. The drug diminishes pain receptors and enhances pleasure receptors. The drug also reduces heart rates which requires medical intervention.

Ms. Turk stated the vision of the strategic plan is to save lives, reduce disparities, and heal communities by preventing and treating opioid use disorder. The mission is to implement a data-driven approach to address the root causes of addiction, engage communities, and mobilize resources effectively.

Ms. Turk noted the City's model is embedded in the County's framework. It was developed with first responders. She showed a chart reflecting opioid-related deaths in Brooklyn Center over the past few years broken down by race. There is a County dashboard with more data. From 2011 to 2022, in the zip code of 55429, there have been 36 deaths. In 55430, there have been 29 deaths.

Ms. Turk pointed out the strategic priorities include saving lives, being evidence- and data-driven, investing in youth, focusing on racial equity, and transparency and inclusion. The strategic framework includes prevention, response, treatment and recovery, and community support.

Ms. Turk stated prevention efforts include developing a comprehensive data tracking system, enhancing participation in current crisis prevention initiatives, creating a communication strategy for sharing results, coordinating education and stigma reduction messaging, implementing a communication plan, educating stakeholders on best practices, promoting equitable access to response methods, collaborating with public and private entities, increasing medication disposal boxes, and education on safe storage and disposal.

Ms. Turk explained response efforts include training all first responders and stakeholders in naloxone administration, developing protocols for naloxone training and distribution, creating a communication strategy for sharing results, coordinating safe syringe services and naloxone distribution, and monitoring innovative practices in other jurisdictions.

Ms. Turk added treatment and recovery efforts include engaging communities disproportionately impacted by the opioid epidemic, utilizing data to inform interventions, and collaborating with Hennepin County for additional support. Community support efforts include providing resources and outreach at community hotspots and collaborating with stakeholders and impacted communities.

Ms. Turk noted they are focusing on an evidence-based public health approach. The plan is to improve health outcomes by reducing overdose deaths and increasing treatment access. Community engagement is important for building trust and collaborating with affected communities. The approach focuses on sustainable solutions meaning long-term strategies that adapt to changing trends and needs. There are also cultural and historical considerations included in the approach. The approach acknowledges the impacts of aggressive sentencing policies for possession on impacted and marginalized communities.

Ms. Turk stated the first year of the project plans to establish data systems, initiate education programs, and distribute naloxone through community outreach and collaboration. Year two will include expanding safe disposal sites, enhancing community outreach, and evaluating outcomes. There will be annual progress reports and adjustments based on current trends and data.

Ms. Turk showed a chart with strategic pillars and metrics for assessment. Prevention will be measured through the number of educational programs, program attendance records, attendee surveys, number of disposal sites, and disposal site usage data. Response will be measured through the number of naloxone training sessions, participant feedback, the amount of naloxone distributed, and overdose reversals. Treatment will be measured through service utilization rates and patient outcomes. Recovery will be measured through program participation and success stories. Finally, support will be measured through resources provided at hotspots and community feedback.

Ms. Turk pointed out that addressing the opioid epidemic will require multiple layers of support and response. She showed a list of community partners that she hopes Brooklyn Center will collaborate with.

Ms. Turk stated the City is supposed to receive $531,000 over the fourteen years to address the epidemic. She doesn't foresee expending all of the money because of the various supports such as the County and State.

Councilmember Lawrence-Anderson asked what funds the naloxone. Ms. Turk stated the naloxone used by first responders is funded by a grant through the Hennepin County Sheriff's Department.

Mayor Graves noted Ms. Turk has done a great job with collaboration and reaching youth.

Councilmember Jerzak asked for anecdotes on the impact of the City's efforts thus far. He also asked if the schools have been responsive to Ms. Turk's interest in educating students. Ms. Turk explained she had been working with the local schools prior to implementing any strategies to address the opioid epidemic. Introducing opioid-related education was simple due to the pre-existing relationships. Students enjoyed the programming so much that they tried to skip their scheduled classes to attend. They have used TikTok and role-playing to help educate.

Councilmember Jerzak asked how an individual can replace their Narcan should it expire. Ms. Turk stated she is working with the communications Staff to add a webpage with community partner information that provides Narcan to trained individuals. She also hopes to implement a sort of vending machine in partnership with the Police Department for folks to access Narcan. Councilmember Jerzak pointed out the transportation hub would be a prime location for a vending machine.

Councilmember Kragness asked when the 14 years started. She asked what the budget plan is for the funding. Ms. Turk stated the plan will not exceed the budget received from the settlement. The funding started in 2023. The only cost for the City is to facilitate the courses.

Councilmember Lawrence-Anderson asked how much a Narcan dose would cost. Ms. Turk explained Narcan is a nasal dose while naloxone is an injection. Narcan costs $50 per vial on Amazon. Councilmember Lawrence-Anderson noted the dose is pricy.

Councilmember Kragness asked if there are more funds available for education. Ms. Turk stated they are hoping to develop a partnership with the Fire Department for a peer support program. There is a short window to connect someone who expresses interest in help. At-home disposal kits are an option to use the funding on as well.

Councilmember Kragness stated she is interested in more preventative measures rather than reactive ones. Ms. Turk agreed she supports prevention. They are looking into hosting a summit for business leaders and an education effort for seniors regarding proper disposal.

Mayor Graves asked what data tracking would be done. Ms. Turk stated she is looking for initiatives throughout the City and the Country. She hopes to follow up with folks trained through Brooklyn Center programming to collect additional data. Additionally, the goal is to see overdose numbers decrease.

8. PUBLIC HEARINGS

None.

9. PLANNING COMMISSION ITEMS

None.

10. COUNCIL CONSIDERATION ITEMS

10a. ORDINANCE #2024-09 AMENDMENTS TO CHAPTER 12 ADDING PROPERTY MAINTENANCE REQUIREMENTS AND AMENDING THE COMMERCIAL VEHICLE STORAGE LANGUAGE IN CHAPTER 19

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

Community Development Director Jesse Anderson explained a work session discussion was completed by City Council on the issues relating to proposed changes to Chapter 12 and Chapter 19, which included proposals for requiring mailboxes at all licensed rental properties, commercial addressing requirements, and the changes to the definition of commercial vehicles.

Mr. Anderson stated the presentation is primarily on Chapter 12, the Building Maintenance and Occupancy Ordinance, and Chapter 19, the Public Nuisance and Petty Offenses Ordinance.

Mr. Anderson stated the proposed changes for Chapter 12 include mailbox requirements for license rental properties. Inspection Staff has received complaints about multi-family properties not replacing mailboxes which leads to mail delivery being held at the post office.

Mr. Anderson pointed out there are currently no requirements for mailboxes. Federal and State regulations dictate the size, location, and type of mailbox but do not require properties to have a mailbox. The proposal would be for the City to require that all rental properties are required to provide a mailbox that meets Federal and State requirements for their tenants.

Mr. Anderson noted the City does not have an ordinance that specify a size for the addressing of a commercial or retail building. Residential buildings have requirements outlined in the Building Code and in the International Property Maintenance Code (IPMC). Staff has looked into the building code and the building code is silent on the matter. The proposed changes would only impact retail and commercial properties and inserted into Chapter 12. One-story commercial buildings would require the address to be 12 inches, 18 inches for two stories, and 24 inches for three-story buildings and taller.

Mr. Anderson added that commercial vehicle storage in a residential district is enforced in both Chapter 19 Public Nuisance and Petty Offenses and Chapter 35 Unified Development. Since the adoption of the Unified Development Code in 2023, the definitions of commercial vehicles do not

match. The purpose of bringing this forward is to ensure that both definitions would be identical and allow for smaller commercial vehicles to be stored in a residential district.

Mr. Anderson pointed out currently, Chapter 19-103.12 identities a commercial vehicle as a vehicle that is "…a length greater than 21 feet, or a height greater than 8 feet, or a gross vehicle weight greater than 9,000 pounds…" The proposed language would read as follows, "Commercial vehicles will be defined as a vehicle length greater than 22 feet, a height greater than 10 feet (measured from grade), or a gross vehicle weight more than 20,000 pounds."

Mr. Anderson stated the newly adopted definition in chapter 35-5512.c only allows vehicles identified as class 1-4 by Minnesota's Department of Transportation. The proposed language would allow small box trucks, step vans, and cube vans to be parked/stored in an R1 and R2 district. The language would continue to prohibit the storage of construction equipment, farm vehicles, dump trucks, construction trailers, backhoes, front-end loaders, bobcats, well drilling equipment, farm trucks, combines, thrashers, tractors, tow trucks, and truck tractors.

Mr. Anderson showed examples of vehicles that would be allowed under the proposed ordinance. He also showed images of commercial vehicles that would not be allowed.

Councilmember Butler asked what happens after someone receives a warning but continues to violate. Mr. Anderson stated administrative citations would be issued for box trucks, though it is somewhat hard to document because they come and go.

Mr. Anderson showed images of various box trucks and cube vans. A vehicle may be prohibited based on vehicle type or length.

Mr. Anderson explained the options are to keep the proposed ordinance as it is which would prohibit all box trucks from being stored outside. A second option would be to remove the box truck-type language from the ordinance. This option would allow for box trucks that are less than 22 feet in length and 10 feet in height to be stored outside. Lastly, the Council may choose to remove the box truck type language from the ordinance and add specific length requirements for box trucks which would allow for smaller box trucks but prohibit anything longer than 20 feet or more than 10 feet in height.

Councilmember Butler stated she would like to keep the ordinance in Chapter 19.

Councilmember Jerzak asked what is driving the proposal for parking various vehicles. The ordinances are difficult to enforce. He asked if other cities' policies were researched. Most food trucks are more than 22 feet long. The proposal would eliminate some residents' livelihoods. He asked if there was an inventory of the vehicles throughout the City and who owned them. There aren't any regulations regarding the number of trucks that can be in one location or if a trailer on a truck contributes to the length.

Councilmember Jerzak added there is also the issue of parking in an alley rather than a street. Residents also have the option to register vehicles for recreational use through the State. Not to mention, there aren't any definitions of different types of trucks such as a flatbed.

Mr. Anderson stated the proposal is less restrictive. Councilmember Jerzak stated the ordinance hasn't been enforced.

Mayor Graves pointed out an ordinance change is being proposed, but Staff isn't making any statements about the impacts on enforcement.

Mr. Anderson explained the discussion started when the new Zoning Code was introduced and Council requested further information.

Mayor Graves reiterated the new proposal is less restrictive in length.

Mayor Graves moved and Councilmember Lawrence-Anderson seconded to adopt ORDINANCE NO. 2024-10, an Ordinance Amending Chapter 12 and Chapter 19-103.12 of the City Code of Ordinances regarding property maintenance standards and public nuisances.

Councilmember Jerzak voted against the same. Motion passed.

11. COUNCIL REPORT

Councilmember Kragness reported on her attendance at the following and provided information on the following upcoming events:

- Attended a Night to Unite event.

Councilmember Jerzak reported on his attendance at the following and provided information on the following upcoming events:

- Attended a Parks and Recreation Commission event.
- Attended a Night to Unite event.
- Continues to attend the Hwy 252 Taskforce meetings.
- Met with several constituents.

Mayor Graves reported on her attendance at the following and provided information on the following upcoming events:

- Recorded a third quarterly Mayors Minute with CCX.
- Participated in meetings for the Northwest Tourism Board regarding the new Executive Director.
- Attended two racial healing events along with several Staff members.
- Continues to meet with Community Development Staff about recommendations from conferences.
- Toured Crescent Cove and met leaders in other communities.
- Attended Brooklyn Bridge Alliance meeting.
- Met with Council in Executive Session.

12. ADJOURNMENT

Councilmember Lawrence-Anderson moved and Councilmember Jerzak seconded adjournment of the City Council meeting at 8:17 p.m.

Motion passed unanimously.

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

SPECIAL SESSION – CANVASSING BOARD
AUGUST 15, 2024
CITY HALL – COUNCIL CHAMBERS

CALL TO ORDER

The Brooklyn Center City Council met in Special Session called to order by Mayor April Graves at 6:02 p.m.

ROLL CALL

Mayor April Graves, and Councilmembers Dan Jerzak, and Kris Lawrence-Anderson, and Dan Ryan. Councilmember Marquita Butler was absent. Also present were City Manager Reggie Edwards and Assistant City Manager/City Clerk Barb Suciu.

2024 PRIMARY ELECTION RESULTS

CANVASS OF THE 2024 PRIMARY ELECTION RESULTS

Assistant City Manager/City Clerk Barb Suciu explained tonight is the canvassing of the Primary Elections from August 13, 2024. The city council only canvass's the results of local election. There were 1,706 voters that went to the poll and 557 voters that voted absentee for a total of 2,263 voters or a 14% turnout. The City Council race, there were six candidates, and the top four moved on to the General Election. Those four candidates are Kris Lawrence-Anderson with 899, Gretchen Enger with 792 votes, Laurie Ann Moore with 620 votes, and Andrew Johnson with 530 votes.

Assistant City Manager/City Clerk Suciu provide historical data from the 2020 Primary. There is a resolution that needs to be approved as well as the abstract that needs signatures of all the council members.

Mayor Graves clarified the number of total registered voters. She indicated there was incorrect information on social media regarding the number of registered voters. Assistant City Manager/City Clerk stated the

Councilmember Lawrence-Anderson asked how many individuals registered on Election Day. Assistant City Manager/City Clerk Suciu replied there were a total of 88 new registrations and about 12 of those were through absentee.

Councilmember Kragness arrived at 6:08 p.m.

Councilmember Jerzak moved and Councilmember Kragness seconded to approve Resolution No. 2024-85 regarding Canvass of the August 13, 2024, Municipal Primary Election as presented.

Motion passed unanimously.

ADJOURNMENT

Mayor Graves moved and Councilmember Jerzak seconded adjournment of the City Council Special Session at 6:09 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: Approval of Licenses

Requested Council Action:

- *Motion to approve the licenses as presented.*

Background:

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

Mechanical

Air Comfort Specialists, Inc.
662 116th Lane NE, Blaine 55434
Airtech Thermex, LLC
5417 Boone Ave N, New Hope 55428
Arctic Mechanical
8236 Arthur St NE, Spring Lake Park 55432
Flare Heating and Air Cond
9303 Plymouth Ave N, Golden Valley 55427
Gilbert Mechanical Contractors Inc.
5251 74th St. West, Edina 55439
Kirts Mechanical LLC
2803 Roth Pl, White Bear Lake 55110
Underdahl's Heating and Air Conditioning LLC
7778 Arabian Cir, Lino Lakes 55014
Faircon Service Company
764 Vandalia St., St. Paul 55114
Hertz Mechanical Inc.
19561 Vernon St., Elk River 55303

Sign Hanger's

Install This Awning & Sign
4835 Lyndale Ave N, Minneapolis 55430

Budget Issues:

- None

Inclusive Community Engagement:

- None

Antiracist/Equity Policy Effect:

- None

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	6/20/2023	Backup Material
Rentals	9/3/2024	Backup Material

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

b. Police Service Calls.

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

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

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

Rental Licenses for Council Approval 9.9.24

Location Address	License Subtype	Renewal/Initial	Owner	Property Code Violations	License Type	Police CFS*	Final License Type**	Previous License Type***	Consecutive Type IV's
5103 Xerxes Ave N	Two Family	Initial	Donna Denise Williams	17	Type IV	N/A	Type IV	N/A	0
3600 Admiral La	Single	Initial	HPA CL1 LLC	7	Type III	N/A	Type III	N/A	N/A
6106 Aldrich Ave N	Single	Initial	Home Sfr Borrower Llc	0	Type I	N/A	Type II	N/A	N/A
6206 Brooklyn Blvd	Single	Initial	Paul Yang	14	Type IV	N/A	Type IV	N/A	0
6706 Scott Ave N	Single	Initial	Green Jacket Llc	12	Type IV	N/A	Type IV	N/A	0
6825 Quail Ave N	Single	Initial	Mao Lor	5	Type II	N/A	Type II	N/A	N/A
6907 Palmer Lake Dr W	Single	Initial	JULIA A CELLERI MERCHAN & MIGUEL RIERA	11	Type IV	N/A	Type IV	N/A	0
201 65th Ave N	Multiple Family 7 Bldgs 84 Units	Renewal	Riverwood LLC Met Requirements	115 = 1.37 per unit	Type II	0	Type II	Type III	N/A
1300 67th Ave N	Multiple Family 5 Bldgs 90 Units	Renewal	Roger And Elizabeth Met Requirements	149 = 1.66 per unit	Type III	0	Type III	Type IV	N/A
3401 47th Ave N	Multiple Family 2 Bldgs 22 Units	Renewal	Bmw Holding Llc Et Al Met Requirements	50 = 2.27 per unit	Type III	1 violation 6/1/24 Loud Parties/Persons	Type III	Type III	N/A
4748 Twin Lake Ave	Two Family	Renewal	Rco Holdings Llc Did not meet requirements	7	Type III	0	Type IV	Type IV	2
5137 France Ave N	Two Family	Renewal	Ricardo Noubleau & Myriam Noubleau	2	Type I	0	Type I	Type II	N/A
5256 Twin Lake Blvd E	Two Family	Renewal	Brian Somkhan	2	Type I	0	Type I	Type I	N/A
1325 68th La N	Single	Renewal	Roth Wagner 2 Llc Did not meet requirements	0	Type I	0	Type III	Type III	N/A
2325 Ericon Dr	Single	Renewal	Pro Operan Sub Ii Llc	3	Type II	0	Type II	Type I	N/A
3018 Thurber Rd	Single	Renewal	Angelique B Kapila	0	Type I	0	Type I	Type II	N/A
3101 61st Ave N	Single	Renewal	Janice K Leonard Rev Trust Met Requirements	0	Type I	0	Type I	Type III	N/A
3312 64th Ave N	Single	Renewal	Buildup Assets 64th Ave Llc Met Requirements	0	Type I	0	Type I	Type III	N/A
4600 65th Ave N	Single	Renewal	AUX Funding LLC Met Requirements	2	Type I	0	Type I	Type IV	N/A
4908 Abbott Ave N	Single	Renewal	Aaron Burmeister	3	Type II	0	Type II	Type II	N/A

5300 Knox Ave N	Single	Renewal	ANTONIO VIZCARRA-MORENO	11	Type IV	0	Type IV	Type II	0
5332 Humboldt Ave N	Single	Renewal	CA Morales & ZA Contreras Met Requirements	38	Type IV	0	Type IV	Type III	0
5410 France Ave N	Single	Renewal	SFR BORROWER 2022-1 LLC	2	Type I	0	Type IV	Type IV	2
5643 Knox Ave N	Single	Renewal	Jason Flaa	2	Type I	0	Type I	Type I	N/A
5737 Emerson Ave N	Single	Renewal	Nutida Wong Met Requirements	0	Type I	0	Type I	Type III	N/A
5827 Ewing Ave N	Single	Renewal	Juan Carlos Quito-villa	6	Type III	0	Type III	Type II	N/A
6213 Chowen Ave N	Single	Renewal	Nazneen H Khatoon Did not meet requirements	1	Type I	0	Type IV	Type IV	4
6219 Regent Ave N	Single	Renewal	Good Domus Sub IX LLC	2	Type I	0	Type I	Type II	N/A
6315 Brooklyn Blvd	Single	Renewal	Raymond T He	0	Type I	0	Type I	Type I	N/A
6325 Kyle Ave N	Single	Renewal	Cuong Pham Met Requirements	7	Type III	0	Type III	Type III	N/A
6445 James Cir N	Single	Renewal	Kaswa Hospitality Inc	5	Type II	0	Type IV	Type IV	2
6501 Brooklyn Dr	Single	Renewal	ADS LLC	3	Type II	0	Type IV	Type IV	6
7000 Oliver Ave N	Single	Renewal	PE Enohnyaket/M Enohnyaket Did not meet requirements	5	Type II	0	Type III	Type III	N/A
7018 France Ave N	Single	Renewal	CMCB LLC Did not meet requirements	12	Type IV	0	Type IV	Type IV	2
7030 Regent Ave N	Single	Renewal	Rifive Inc Did not meet requirements	7	Type III	0	Type IV	Type IV	2
7131 Ewing Ave N	Single	Renewal	The Next Edison Trust Met Requirements	19	Type IV	0	Type IV	Type IV	2
6800 Bryant Ave N	Single	Renewal	Peter Nguyen	2	Type I	0	Type I	Type III	N/A

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

**License type being issued

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

All properties are current on City utilities and property taxes

Council Regular Meeting

DATE: 9/9/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: Elizabeth Heyman, Director of Public Works
BY: Kory Andersen Wagner, Public Works Planner

SUBJECT: Resolution Authorizing City Staff to Apply for a Grant to Install Playground Surfacing at Select Brooklyn Center Parks Under the Provisions of the Hennepin Youth Play Area Grant

Requested Council Action:

- Motion to approve a resolution authorizing the application of the agreement to install playground surfacing at select Brooklyn Center Parks under the provisions of the Hennepin County Youth Play Area Grant.

Background:

City staff recommends applying for the Hennepin Youth Play Area Grant to support the installation of playground surfaces (i.e. pour-in-place surfacing). The Hennepin County Youth Play Area Grant requires a City Council resolution of support to apply.

Pour-in-place surfaces offer enhanced safety by providing consistent impact absorption, reducing injury risks, and improving accessibility for children with disabilities. Additionally, these surfaces are durable and low-maintenance, offering significant advantages over the traditional bark chips currently used, which require regular replenishment and can scatter.

The grant, if awarded, would fund new surfaces at six playgrounds—Bellvue, Centennial, Centennial West, Firehouse, Lions, and Northport—selected due to their high percentage of youth under 10 in the nearby area, their status as destination playgrounds, and their heavy use during events and after-school or summer programming.

The investment aligns with the early results of the Park Capital Investment Plan, which highlighted a strong community desire for improvements to existing facilities and playgrounds.

If the City's grant application is successful, per the City's grant policy, staff will return to Council for approval of grant acceptance.

Hennepin County Youth Sports Program:
The Hennepin County Youth Activities Grants program aims to increase youth access to activities by providing grant opportunities to local government units within Hennepin County. The program features three grant initiatives:

Water Safety
- Supports free and reduced-cost swim lessons and lifeguard services

Sports
- Offers grants for sports equipment, play spaces, and sports facilities

Arts and Music
- Funds art and music education and programming

Since its inception in 2009, the program has awarded over $31.2 million in grants, supported by Twins ballpark sales tax proceeds.

In recent years, Brooklyn Center has won two grants from this program. The grants helped fund playground equipment at Lions Park in 2023 and new basketball courts at multiple parks across the City in 2024.

What is Pour in Place Surface?
The surface is a rubberized material mixed on-site and poured over existing playground structures to create a continuous, seamless layer. It consists of a resilient rubber base and a top layer of EPDM (ethylene propylene diene monomer) rubber, which provides shock absorption and durability.

The pour-in-place process involves preparing the playground area by removing existing materials and leveling the ground. The rubber mixture is then poured and spread to form a smooth, cushioned surface that conforms to the shape of the playground equipment and ground contours. This method ensures a consistent, impact-absorbing surface that enhances safety by reducing the risk of injuries from falls.

Budget Issues:

The City is requesting $100,000 from Hennepin County to supplement the City's contribution of $158,853. The City funds come from the Capital Improvement Fund - a specific fund within the Capital Improvement Program (CIP). In the draft 2025-2034 CIP, there are $200,000 programmed for parks improvements in 2025.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Maintain and enhance public places, Improve community and employee safety

ATTACHMENTS:

Description	Upload Date	Type
Resolution Letter	9/3/2024	Resolution Letter
Example of Pour in Place Surface	9/3/2024	Backup Material

Member _____ introduced the following resolution and move its adoption

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY STAFF TO APPLY FOR A GRANT TO INSTALL PLAYGROUND SURFACING AT SELECT BROOKLYN CENTER PARKS UNDER THE PROVISIONS OF THE HENNEPIN COUNTY YOUTH PLAY AREA GRANT

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin County Youth Activities Grants, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities, and;

WHEREAS, The City of Brooklyn Center desires to install playground surfacing at Bellvue, Centennial East, Centennial West, Firehouse, Lions, and Northport ("The Parks").

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

i. The estimate of the total cost of installing pour in place at "The Parks" is $258,853.62. The City of Brooklyn Center is requesting $100,000 from the Hennepin Youth Activities Grants Program and will assume responsibility for providing matching funds of $158,853.62.

ii. The City of Brooklyn Center is the owner of the property where the playgrounds are located. The City will own the property where the playgrounds are located for at least the functional life of the facility, which is estimated to be 15 years. The playgrounds will not be converted to a non-public or non-recreational use within this time without the approval of Hennepin County.

iii. The City of Brooklyn Center agrees to assume one hundred (100) percent of operational and maintenance costs for pour-in-place surfaces at "The Parks".

iv. The Public Works Director is authorized and directed to execute the application for the Hennepin County Youth Activities Grants Program.

_____ _____

Date Mayor

_____

City Clerk

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City of Brooklyn Center at a duly authorized meeting thereof held on the _____ day of _____, 2023, as shown by the minutes of said meeting in my possession.

_____

Public Works Director


MAVIC AIR 2

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: Resolution Authorizing Grant Application to Study HWY 100 Connectivity at John Martin Drive

Requested Council Action:

- *Motion to approve the resolution authorizing the submission of an application to the 2024 Reconnecting Communities Pilot Program for the Highway 100 Connectivity Study*

Background:

During recent meetings between Economic Development and representatives of MN Department of Transportation ("MNDoT") to discuss its planned repair of Trunk Highway 100 ("Hwy 100"), it was discovered that MNDoT planned to remove the John Martin Drive overpass of Hwy 100 and vacate related ramps, requiring realignment of John Martin Drive and affecting connection between neighborhoods bordering Hwy 100, interrupting Brooklyn Center's trail system and affecting the alignment of John Martin Drive in the Opportunity Site.

Economic Development is applying for federal grant funds available through the Infrastructure Investment and Jobs Act (IIJA), specifically through the Reconnecting Communities and Neighborhoods Program.

If Brooklyn Center is successful in its application, the IIJA Reconnecting Communities and Neighborhoods Grant will provide funding for a robust study of the area between Bass Lake Road and John Martin Drive currently severed by Hwy 100, in light of the need to maintain and improve connection and safety between neighborhoods bordering Hwy 100 at John Martin Drive. This technical study will also collect information necessary to the study of realignment of John Martin Drive.

The City of Brooklyn Center was granted $30,000 in funds from Minnesota DOT for technical assistance to apply for this grant.

Maximum grant award is $2M. There is a 20% match, staff intend to apply for alternatives such as state funds to cover the cost of the match. The current plan does not include funding the match from City funds.

Budget Issues:

The grant will have no affect on the budget.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Maintain and enhance public places, Provide quality services with fair and equitable treatment, Strengthen and diversify business development and housing

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/3/2024	Resolution Letter
Overview	9/3/2024	Backup Material

CITY OF BROOKLYN CENTER
HENNEPIN COUNTY
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE 2024 RECONNECTING COMMUNITIES PILOT (RCP) PROGRAM FOR THE HIGHWAY 100 CONNECTIVITY STUDY

WHEREAS, the United States Department of Transportation (U.S. DOT) administers the Reconnecting Communities Pilot (RCP) Program and has made available up to $607 million for planning, capital construction, and technical assistance; and

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the RCP program to provide discretionary grants to eligible entities to plan, design, and construct eligible projects that advance community-centered transportation connection projects, with a priority on projects that benefit disadvantaged communities; and

WHEREAS, up to $150 million is available for community planning grants to provide funds for planning activities to support future construction projects and allow for innovative community planning to address localized transportation challenges; and

WHEREAS, the maximum funding award for a community planning grant is $2 million and requires awardees to provide at least a 20% matching share of the total study cost; and

WHEREAS, proposed studies must address an “eligible facility,” which is defined as a highway or other transportation facility that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors; and

WHEREAS, the City of Brooklyn Center is applying for RCP funding to study pedestrian, bicycle, and vehicle connections over Highway 100 at the John Martin Bridge. The proposed study, the Highway 100 Connectivity Study, will include community engagement, concept development and evaluation, environmental documentation, and the preliminary design of a priority project; and

WHEREAS, Highway 100 separates the east and west halves of Brooklyn Center, dividing residential neighborhoods from the Brooklyn Center library, community center, and Opportunity Site; and

WHEREAS, the City of Brooklyn Center will use RCP funding to develop a concept that encourages economic development and active modes of transportation in a Disadvantaged Census Tract, as defined by the U.S. DOT’s Climate and Economic Justice Screening Tool.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota that City Staff is authorized to prepare and submit an RCP application for the Highway 100 Connectivity Study; and

BE IT FURTHER RESOLVED that the City Council hereby commits to funding the required 20 percent local match, funding project elements not eligible for RCP grant funding, and ensuring the project complies with program funding requirements and timelines.

Adopted this ____ day of September, 2024.

_____
April Graves, Mayor

ATTEST: _____
Barb Suciu, City Clerk

Grant Details

New and Updated | Grant Search

Reconnecting Communities Pilot (RCP) Program: Community Planning Grants - FY 2024

Summary | Eligibility/Application | Financial | Contact/Files | Updates

Agency:	U.S. Department of Transportation
CFDA:	20.940
Federal FON:	DOT-RCP-FY24-01
Office:	Office of the Secretary of Transportation (OST)
Multipart Grant:	No
Next Due:	09/30/2024 (Application)
Solicitation Date:	07/03/2024
Match Required:	Yes
Match Type:	Cash/In-Kind
Actual Funds:	Unspecified
Range:	$150,000,000 (Max)
Award Range:	$2,000,000 (Max)

Summary:

The purpose of this program is to advance community-centered connection transportation projects, with a priority for projects that benefit disadvantaged communities, by improving access to daily

needs, such as jobs, education, health care, food, nature, and recreation; fostering equitable development and restoration; and providing technical assistance to further these goals. Ultimately, funding and technical assistance will allow award recipients to plan how to address infrastructure barriers, restore community connectivity, and improve peoples' lives. Transformative solutions that knit communities back together may include infrastructure removal, pedestrian walkways and overpasses, capping and lids, roadway redesigns, complete streets conversions, and main street revitalization.

Projects must address an eligible facility, which for the purposes of this program is defined as a highway or other transportation facility that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. Eligible facilities may include limited-access highways, viaducts, any other principal arterial facilities, and other facilities such as transit lines and rail lines.

Priority will be given to projects that demonstrate the following characteristics:

- Equity and Justice40 considerations, including benefits to economically disadvantaged communities
- Access
- Facility suitability
- Community engagement and community-based stewardship, management, and partnerships
- Equitable development
- Climate change mitigation and/or adaptation and resilience
- Workforce development

Eligible activities and costs may include:

- Public engagement activities, including community visioning or other place-based strategies for public input into project plans
- Planning studies to assess the feasibility of removing, retrofitting, or mitigating an existing eligible facility to reconnect communities, including assessments of:
    - Current traffic patterns on the facility and the surrounding street network

    - Capacity of existing transportation networks to maintain mobility needs
    - Alternative roadway designs or other uses for the right-of-way
    - The project's impact on mobility of freight and people
    - The project's impact on safety
    - The estimated cost to restore community connectivity and to convert the facility to a different design or use, compared to any expected maintenance or reconstruction costs
    - The project's anticipated economic impact and development opportunities
    - The project's environmental, public health, and community impacts
- Other planning activities in advance of the project, such as:
    - Conceptual and preliminary engineering or design and planning studies that support the environmental review for a construction project
    - Associated needs such as locally driven land use and zoning reform, transit-oriented development, housing supply, in particular affordable housing, managing gentrification and neighborhood change, proposed project impact mitigation, climate resilience and sustainability, green and open space, local history and culture, access and mobility barriers, jobs and workforce, or other necessary planning activities that do not result in construction

Optional webinars and office hours are scheduled for this program. Refer to the Application section for additional information.

This program is related to the RCP Program: Capital Construction Grants, known in *eCivis Grants Network* as US17225.

Last Updated: July 30, 2024

Keywords **Categories**

Grant Keywords

Reconnecting Communities and Neighborhoods Program, Community Planning Grants, DOT, OST, DOT OST, planning, Reconnecting Communities Pilot, RCP, Reconnecting Communities Pilot Discretionary Grant Program, Bipartisan Infrastructure Law, BIL, plan, feasibility, study, studies, impact, remove, removal, retrofit, retrofitting, mitigate, mitigation, mitigating, planning activities, design, project design, community connectivity, connectivity, connection, connect, replace, replacement, transportation, transit, transport, infrastructure, facility, facilities, barrier, mobility, mobile, access, accessibility, accessible, economic development, highway, street, road, parkway, railroad track, high speed, grade separation, design factor, neighborhood revitalization, redevelopment, refurbish, rehab, rehabilitate, rehabilitation, renewal, renovate, renovation, repair, restoration, restore, sustainable development, urban renewal, disabilities, disability accommodation, disabled individuals, maintain, maintenance, overpass, public transit, revitalization, USDOT, mobility disadvantaged, transit dependent, network, underpass, interchange, interstate, roadway, bridge, grade-separated, transit-oriented development, railroad crossing, train track, traffic pattern, traffic study, street network, transportation network, network capacity, roadway design, right-of-way, ROW, freight, people, freight mobility, personal mobility, traveling public, public safety, traffic safety, cost study, planning study, planning studies, economic impact, environmental impact, public engagement, community outreach, community engagement, public input, covert, conversion, community education, community participation, community project, involvement, outreach, public awareness, collaborate, collaborative, partner, partnership, Infrastructure Investment and Jobs Act, IIJA, tribe, tribal, territory, territories, building, construction, construct, build, capital project, US17225, technical assistance, TA, US18139, Reconnecting Communities and Neighborhoods, RCN, RCN Program, Neighborhood Access and Equity Program, Neighborhood Access and Equity, NAE, NAE Program, RCP Program, human services, disadvantaged, disadvantaged community, disadvantaged communities, underserved, unserved, underrepresented, equity, Justice40, community cohesion, community planning, Reconnecting Communities Pilot Program, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, Virgin Islands, District of Columbia

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: Resolution Authorizing the City of Brooklyn Center to Enter into Contracts with Hennepin County Human Services and Public Health Department and Canopy Roots for Expanded Response Team Pilots and Authorizing the City Manager to Execute Such Contracts

Requested Council Action:

- *Motion to approve the contracts for Expanded Response Pilot program.*

Background:

The concept of expanded response teams originated from the growing recognition that traditional first responders, such as police and fire departments, are often overextended and lack the resources needed to effectively address the overwhelming needs of the growing mental health crises. Over time, many cities have adopted models that integrate mental health professionals or crisis intervention specialists as part of the first response to 911 calls involving individuals in crisis. These teams offer a more comprehensive and compassionate approach to addressing mental health issues, reducing the likelihood of escalation, and promoting long-term positive outcomes for individuals in mental health crisis or need.

The introduction of expanded response teams has had a profound positive impact on the community. By providing timely, culturally sensitive, and trauma-informed care, these teams help de-escalate mental health crises, reduce the use of force, and improve trust between residents and emergency services. Communities that have adopted this model report fewer hospitalizations, arrests, and incidents of violence during mental health-related 911 calls. Moreover, by addressing mental health crises at their root, these teams help break the cycle of crisis and criminalization, contributing to a healthier and more resilient community.

The addition of mental health professionals to 911 responses provides much-needed relief for police officers and firefighters. Traditionally first responders are not always equipped with the specialized knowledge to address mental health issues, which can lead to stressful and prolonged responses. By shifting the responsibility for mental health crises to trained professionals, first responders can focus on their core duties, reducing burnout, stress, and the potential for adverse outcomes. This collaborative approach also fosters better decision-making and safer interactions during calls for service.

Expanded response teams are a vital investment in both public safety and public health, providing measurable benefits to the community, first responders, and long-term fiscal outcomes.

Budget Issues:

The expanded response model, while requiring initial investment, offers long-term cost-saving benefits by shifting resources toward prevention and early intervention. Communities that have implemented similar

models have reported reduced costs associated with hospital admissions, repeat 911 calls, and incarceration. By providing mental health services at the crisis moment, these teams help prevent situations from escalating to the point where costly interventions, such as emergency room visits or police detainment, are needed. Over time, these cost savings contribute to the sustainability of public health and safety initiatives, while supporting a fiscally responsible approach to community care.

The Expanded Response Teams will be funded by several funding sources outside of the general fund for the 2 year pilot. The general fund will account for less than 12% of the total funding for the pilot. The other funding sources (plus 82% of total pilot funding) include the Pohlad Collaborative Solutions grant, Blue Cross Blue Shield grant, County grant funds, and ARPA funds.

Inclusive Community Engagement:

Planning and preparation for the intent, scope, deliverables and calls for service were recommended, presented and created in collaboration with community stakeholders, community partners, service contractors and city staff over the past two years through community engagements, surveys and planning meetings.

Antiracist/Equity Policy Effect:

The expansion of the first responder team aligns with our city's equity priority by incorporating an additional responder specifically trained in mental health crisis intervention. This approach ensures that calls for service are handled with the cultural sensitivity and awareness necessary to meet the diverse needs of our community. The expanded team model will improve the effectiveness of emergency responses by integrating professionals who are equipped to de-escalate situations and provide immediate, compassionate care, reducing the likelihood of harm.

By prioritizing culturally appropriate interventions, we are fostering a more inclusive public safety system that acknowledges and respects the unique challenges faced by strategically undervalued communities. This initiative is a significant step toward ensuring that all residents receive equitable care during crises, with a particular focus on mental health, which has historically been underserved in many communities.

Strategic Priorities and Values:

Maintain and enhance public places, Improve community and employee safety, Provide quality services with fair and equitable treatment, Be an effective partner with other public entities

ATTACHMENTS:

Description	Upload Date	Type
Expanded Response 1	9/4/2024	Backup Material
Canopy Roots PSA	9/6/2024	Backup Material
Resolution	9/6/2024	Resolution Letter

AGREEMENT
BETWEEN HENNEPIN COUNTY, CITY OF BROOKLYN CENTER, AND NORTH MEMORIAL HEALTH CARE

This agreement ("Agreement") is made and entered into by and between the County of Hennepin, 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, North Memorial Health Care, 3300 North Oakdale Avenue, Robbinsdale, Minnesota 55422 ("NORTH MEMORIAL" or "CONTRACTOR"); and City of Brooklyn Center ("BROOKLYN CENTER"), 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430, on behalf of its police department ("POLICE DEPARTMENT"). 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 and Sheriff's Office are empowered to provide general and emergency public services, including "911" dispatch services and response to non-emergency calls, ("911 call(s)") that support and protect the physical, mental and behavioral health of individuals in Hennepin County; and

WHEREAS, BROOKLYN CENTER is a municipal corporation in Hennepin County organized under the laws of the State of Minnesota and its POLICE DEPARTMENT 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 BROOKLYN CENTER; and

WHEREAS, NORTH MEMORIAL is a nonprofit corporation organized under applicable state laws whose purpose includes providing health services, including community paramedic services; and

WHEREAS, the Parties desire to pilot a new alternative response to low-risk 911 calls related to mental/behavioral health, substance use, and/or low level crime 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.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each Party, the Parties agree as follows:

1. PURPOSE

   The purpose of this Agreement is to enable COUNTY to provide an alternative response for select 911 calls in a manner that most effectively and efficiently supports and protects the physical, mental, and behavioral health of individuals in Hennepin County as detailed herein, and for BROOKLYN CENTER and 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 develop and perform services associated with the Alternative Response Team ("ART") Pilot Program (the "Program"), as further

described and outlined herein, including but not limited to 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 January 1, 2024, through December 31, 2025, unless terminated earlier in accordance with the provisions of this Agreement.

4. PAYMENT

A. In accordance with the provisions herein, BROOKLYN CENTER shall pay COUNTY as follows for one (1.0) full-time social worker (SW). SW is employed by COUNTY.

1. For the period January 1, 2024, through December 31, 2024, BROOKLYN CENTER shall pay COUNTY Eighty-Two Thousand Seven Hundred Seventeen dollars ($82,717).

2. For the period of January 1, 2025, through December 31, 2025, BROOKLYN CENTER shall pay COUNTY Eighty-Eight Thousand Four Hundred Thirty-One dollars ($88,431).

B. In accordance with the provisions herein, COUNTY shall pay NORTH MEMORIAL as follows for the provision of the Contracted Services as that term is defined in Exhibit A:

1. For the period January 1, 2024, through December 31, 2024, COUNTY shall pay NORTH MEMORIAL One Hundred Sixty-Nine Thousand Three Hundred Fifteen dollars ($169,315).

2. For the period January 1, 2025, through December 31, 2025, COUNTY shall pay NORTH MEMORIAL One Hundred Ninety-Seven Thousand Nine Hundred Seventy-Four dollars ($197,974).

C. Any Party designated to receive payment hereunder shall submit an invoice to the indicated Party on a quarterly basis for the applicable payment portion. In the event an indicated position is not staffed for a portion of the billing cycle, the payment shall be prorated accordingly.

D. Parties will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, the Party will notify the applicable Party. Upon receiving the corrected invoice, the paying Party will make payment within thirty-five (35) days.

5. LIABILITY AND NOTICE

A. COUNTY and BROOKLYN CENTER each shall be liable for their own acts and the results thereof to the extent provided by law and, further, each 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 applicable law, including but not limited to Minnesota Statutes, Chapter 466, shall apply to claims brought against COUNTY and BROOKLYN CENTER as a result of this Agreement or performance hereunder.

B. NORTH MEMORIAL shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of NORTH MEMORIAL, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure NORTH MEMORIAL to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of NORTH MEMORIAL personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

C. Each Party shall promptly notify the other Parties 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 services provided under this Agreement.

6. INSURANCE

A. COUNTY and BROOKLYN CENTER, on behalf of POLICE DEPARTMENT, warrant that they each have purchased insurance or operate under a self-insurance program in accordance with applicable law and sufficient to manage potential liability arising hereunder, including but not limited to workers compensation insurance. In the event of a determination that liability has arisen directly due to the negligence, acts or omissions of COUNTY or BROOKLYN CENTER respectively or their employees, agents or representatives, COUNTY's or BROOKLYN CENTER's self-insurance program respectively shall be primary insurance and any insurance maintained by NORTH MEMORIAL shall be in excess of and non-contributory with COUNTY's or BROOKLYN CENTER's insurance. COUNTY's or BROOKLYN CENTER's liability is limited by Minnesota Statutes Chapter 466 and other applicable law and nothing herein shall be construed as a waiver of said limitations. If necessary, COUNTY and BROOKLYN

CENTER agree to endorse the required insurance policies to permit waivers of subrogation in favor of NORTH MEMORIAL.

B. NORTH MEMORIAL shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by NORTH MEMORIAL personnel. Such insurance and required coverage shall be in forms acceptable in its industry. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover NORTH MEMORIAL, and others for whom and/or to whom NORTH MEMORIAL may be liable, for liabilities in connection with work performed under this Agreement. NORTH MEMORIAL is required to have and keep in force the following minimum insurance coverages or actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	**MINIMUM**
	Commercial General Liability (CGL)	
	General Aggregate	$2,000,000
	Products--Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence--Combined Bodily Injury and Property Damage	$1,500,000
	Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	
	Workers' Compensation and Employer's Liability	
	Workers' Compensation	Statutory
	Employer's Liability: Bodily injury by accident--Each Accident	$500,000
	Employer's Liability: Bodily injury by Disease--Policy Limit	$500,000
	Employer's Liability: Bodily injury by Disease--Each Employee	$500,000
	Coverage will comply with Minnesota law. In the event that NORTH MEMORIAL should subcontract this work, NORTH MEMORIAL shall obtain evidence of the required insurance from such subcontractor and submit an updated certificate.	
	Professional Liability (PL/E&O)	
	Per Claim	$1,500,000
	Aggregate	$2,000,000
	Coverage is required in cases where NORTH MEMORIAL's staff or volunteers are performing licensed professional services under this Agreement. The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of NORTH MEMORIAL or any entity for which NORTH MEMORIAL is legally responsible in the providing of services under this Agreement. Throughout the term of this Agreement, the PL/E&O policy shall include full prior acts coverage.	

	Automobile Liability NORTH MEMORIAL shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of NORTH MEMORIAL.	$2,000,000
	Cyber Security and/or Privacy Liability Insurance shall cover claims, which may arise from failure of NORTH MEMORIAL's security resulting in harm, including but not limited to computer attacks, unauthorized access, disclosure of not public, confidential or private data/information, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.	$2,000,000
	Employee Dishonesty Coverage is required in cases where money has been advanced to NORTH MEMORIAL or where money belonging to Eligible Persons is in the custody and control of NORTH MEMORIAL.	$50,000

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

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

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

D. The above establishes minimum insurance requirements. It is the sole responsibility of NORTH MEMORIAL to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, NORTH MEMORIAL shall promptly submit Certificates of Insurance evidencing such coverage to COUNTY.

E. NORTH MEMORIAL shall ensure that any of its subcontractors providing services hereunder (i) independently carry insurance appropriate to cover such subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under NORTH MEMORIAL's policies; or (iii) or both. NORTH MEMORIAL is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by NORTH MEMORIAL and shall be supplied to COUNTY upon request.

F. NORTH MEMORIAL shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless

expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by NORTH MEMORIAL, if allowed by COUNTY, shall be the sole responsibility of NORTH MEMORIAL. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, NORTH MEMORIAL shall assume such notice obligations. If NORTH MEMORIAL receives notice of cancellation/termination from an insurer, NORTH MEMORIAL shall fax or email a copy of the notice to COUNTY within two (2) business days.

G. NORTH MEMORIAL shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If NORTH MEMORIAL fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute.

H. If NORTH MEMORIAL is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, NORTH MEMORIAL must immediately provide written notice to COUNTY as required by the provisions of the Notices Section of this Agreement. NORTH MEMORIAL shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, NORTH MEMORIAL shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.

I. In the event of a determination that liability has arisen solely and directly due to the negligence, acts or omissions of NORTH MEMORIAL or its subcontractor(s), NORTH MEMORIAL or, as applicable, its subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY or BROOKLYN CENTER shall be in excess of and non-contributory with NORTH MEMORIAL'S insurance. NORTH MEMORIAL waives all rights against COUNTY or BROOLYN CENTER, their officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of NORTH MEMORIAL. If necessary, NORTH MEMORIAL agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY or BROOKLYN CENTER.

J. If NORTH MEMORIAL's subcontractor(s) independently carries insurance in accordance with the provisions herein, NORTH MEMORIAL shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

7. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

A. Records

(1) NORTH MEMORIAL shall maintain the following records:

(a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred

in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.

(b) Performance, program and service delivery records, as required by COUNTY and by the state of Minnesota. Such records may include, but not be limited to: individual Eligible Person case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information.

(c) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) NORTH MEMORIAL shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, NORTH MEMORIAL shall retain records for the period requested.

(3) NORTH MEMORIAL shall maintain records on the county of financial responsibility for each Eligible Person served under this Agreement. Such records shall be available for inspection by COUNTY upon request.

B. Reports and Information Requirements

(1) NORTH MEMORIAL shall submit the following reports:

(a) Annual agency-wide and Program-specific only Line Item Revenue and Expense Statements and Administrative Allocation Schedule, including methodology used, within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by COUNTY.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

C. Financial Statements/Audit Requirements

(1) Independent Audits

(a) COUNTY requires NORTH MEMORIAL, if a nonprofit organization, to hire a Certified Public Accountant annually for the purpose of an Independent External Audit of NORTH MEMORIAL 's financial statements if the total revenue threshold of $750,000 is met.

(b) Any time an independent audit is performed, NORTH MEMORIAL shall provide to COUNTY a full set of audited financial statements containing all disclosures required by Generally Accepted Accounting Principles (GAAP) and a copy of the Management Letter (Report on Internal Controls) from the independent auditor

within thirty (30) days of completion, but not later than 180 days after the end of NORTH MEMORIAL 's accounting year.

(c) Providers who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a "Single Audit", within thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) Financial Statement Review or Compilation

If NORTH MEMORIAL does not have an independent audit performed as required by the provisions herein above and has total receipts arising out of all COUNTY contracts for the preceding calendar year at or exceeding $200,000, COUNTY requires NORTH MEMORIAL to hire an external accountant to perform a compilation or review of the financial statements. Compilation or reviews must include Statement of Financial Position, Revenue and Expense Statement, Statement of Cash Flows, and all other disclosures required by GAAP. A copy of the compilation or review must be submitted within thirty (30) days of completion, but not later than 270 days after the end of NORTH MEMORIAL 's accounting year.

(3) Minimal Financial Reporting

If NORTH MEMORIAL does not have an independent audit performed as required by the provisions herein or an external review or compilation as required by the provisions herein above, COUNTY requires an unaudited financial report containing an agency wide Balance Sheet and Revenue and Expense Statement to be prepared by NORTH MEMORIAL 's internal accountant. These statements must be submitted within ninety (90) days of the end of NORTH MEMORIAL's accounting year.

In no instance shall a Balance Sheet and Revenue and Expense Statement prepared as part of NORTH MEMORIAL 's income tax return or IRS Form 990 meet COUNTY's financial reporting requirements.

D. Audit and Monitoring Procedures

(1) COUNTY, the state of Minnesota, the U.S. Department of Health and Human Services, Legislative Auditor and the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any Program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of NORTH MEMORIAL which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subd. 5, now in force or as hereafter enacted. Such materials shall be

maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

(2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of NORTH MEMORIAL.

(3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

8. INDEPENDENT PARTIES

It is agreed that, notwithstanding any other formal, written agreements or contracts which may exist between the Parties, 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 any Party as the agent, representative, or employee of any 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 any other Party and will not be considered employees of any other Party. No Party shall be responsible for any claims related to or on behalf of any of the other Parties' 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 another 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 another party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

9. NONDISCRIMINATION

In accordance with COUNTY's policies against discrimination, the Parties 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 any protected status or class, including but not limited to race, color, creed, religion, age, sex, gender expression, gender identity, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

10. NO THIRD PARTY BENEFICIARY

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

11. DATA

The Parties, including 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 Exhibits A and B. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, NORTH MEMORIAL will make its books, records, documents, and accounting procedures and practices that are relevant to this Agreement or the ART Program available for examination by COUNTY, BROOKLYN CENTER, POLICE DEPARTMENT, and either the State Auditor or the Legislative Auditor, or any of their authorized representatives, as appropriate, for a minimum of six (6) years.

13. 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.

14. DEFAULT AND CANCELLATION/TERMINATION

A. If any 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, and such failure is not cured within thirty (30) days of written notice, it shall be in default. Unless the Party's default is excused in writing by both non-defaulting Parties, either non-defaulting Party may upon written notice immediately cancel or terminate this Agreement in its entirety.

B. This Agreement may be canceled/terminated with or without cause by any Party upon thirty (30) days written notice. Any Party may immediately cancel or terminate this Agreement if the terminating Party determines that the health or welfare of a member of the public is at risk.

C. Any 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 express remedies herein shall be in addition to any other right or remedy available to any Party under this Agreement, law, statute, rule, and/or equity.

15. 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 and HCSO at detailed below. Notices to BROOKLYN CENTER shall be sent to the address stated in the opening paragraph of this Agreement with a copy to POLICE DEPARTMENT as detailed below. Notices to NORTH MEMORIAL shall be sent to the address stated below.

HSPHD:

Leah Kaiser
Director of Behavioral Health
Hennepin County Human Services and Public Health Department
300 South 6th Street
Minneapolis, Minnesota 55487

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

BROOKLYN CENTER:

Dr. Reginald Edwards
City Manager
City of Brooklyn Center
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430

Garett Flesland
Chief of Police
Brooklyn Center Police Department
6645 Humboldt Avenue North
Brooklyn Center, Minnesota 55430

LaToya Turk
Health and Safety, Director
Office of Community Prevention,
6301 Shingle Creek Parkway
Brooklyn Center, Minnesota 55430

NORTH MEMORIAL:

Jeffrey Connors, NRP, CCP-C
Director of Ancillary Services
North Memorial Health Care Community Paramedics
4501 68th Avenue North
Brooklyn Center, Minnesota 55429

16. 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.

17. MARKETING AND PROMOTIONAL LITERATURE

BROOKLYN CENTER and NORTH MEMORIAL agree that the terms, “Hennepin County”, “Hennepin County Human Services and Public Health Department” and ”Hennepin County Sheriff’s Office”, 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.

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.

(The remainder of this page intentionally left blank.)

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

Reviewed for HSPHD by
the County Attorney's Office:

_____

Date: _____

Reviewed for HCSO 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: _____

And: _____
County Administrator
Date: _____

CITY OF BROOKLYN CENTER

By: _____

Title:_____

Date: _____

By: _____

Title:_____

Date: _____

NORTH MEMORIAL HEALTH CARE

By: _____

Title:_____

Date: _____

Subject to the provisions in the Agreement, including but not limited to provisions regarding data and data sharing, HSPHD, HCSO, POLICE DEPARTMENT and NORTH MEMORIAL shall cooperate and collaborate to develop and perform services associated with the Program. The Parties agree that, subject to performance and outcomes under this Agreement, additional teams may be developed, agreed upon, and implemented.

Program Objectives:
Objective 1. SW and NORTH MEMORIAL personnel responding to low-risk 911 calls related to mental/behavioral health, substance use, and/or low level crime as ART will assess and refer Individuals to community resources as set forth herein.

Objective 2. Decrease the number of low-risk 911 related to mental/behavioral health, substance use, and/or low level crime calls that have a law enforcement response.

Objective 3. Reduce the need for future 911 calls for individuals served by ART.

Objective 4. Reduce the use of emergency medical services by teaching prevention strategies and promoting community stabilization.

Program Overview:
HSPHD, POLICE DEPARTMENT, HCSO and NORTH MEMORIAL seek to pilot a new Alternative Response Team in the POLICE DEPARTMENT. Mental health calls require a specific skill set which may differ from the training of the current emergency response structure made up of police, fire, and emergency medical services.

As further described herein, ART may be asked to respond to situations in the following manner: (i) HCSO may dispatch ART in response to a 911 call; (ii) POLICE DEPARTMENT may, following assessment of a situation, request that HCSO dispatch ART; or (iii) ART may self-initiate a response.

Program Guidelines:
To achieve the objectives, the Parties shall exercise best efforts to assign personnel and to perform in accordance with the following program specifications, including but not limited to HCSO 911 Dispatch Guidelines and Police Department Guidelines.

HCSO 911 Dispatch Guidelines:
HCSO may, in its sole discretion, dispatch ART if an CTNC (call type nature code) (as described below) is assigned in response to: (i) a 911 call; or (ii) a request for ART dispatch from POLICE DEPARTMENT.

HCSO, as agreed upon with the other Parties, shall train dispatch personnel to recognize situations where dispatching ART may be appropriate. which may include situations categorized into the following CTNCs:

1. ASTPOL-ASSIST/POLICE

2. ATL-LOCATE ATTEMPT
3. CALL-PHONE CALL
4. CIVIL-CIVIL MATTER
5. CUSTOM-CUSTOMER TROUBLE
6. DISTUR-DISTURBANCE
7. DK-DRUNK PROBLEM
8. FALL-FALL
9. LIFTAST-LIFT ASSIST
10. MENTAL-MENTAL PROBLEM
11. NEIGH-NEIGHBOR TROUBLE
12. OD-DRUG OVERDOSE
13. RUN-RUNAWAY
14. TRES-TRESPASSING
15. SAFETY-SAFETY CHECK
16. UNWANT-UNWANTED PERSON
17. WELFAR-WELFARE CHECK

The Parties may modify the CTNCs at any time. HCSO may request that the other Parties contribute resources to define and/or develop the CTNCs in the context of ART.

The Parties each expressly acknowledge and agree that nothing herein shall modify or alter HCSO's primary obligation to ensure public safety and to keep and preserve the peace. HCSO and HCSO personnel shall exercise their sole discretion in deciding whether to dispatch ART. Nothing herein is intended to nor shall be construed as requiring that HCSO dispatch ART.

Police Department Guidelines:
POLICE DEPARTMENT, in collaboration with the other Parties, shall train law enforcement personnel to recognize situations where requesting dispatch of ART to calls that are not initially dispatched to ART by HCSO but where POLICE DEPARTMENT's responding officer(s) subsequently observe what they believe to be situations where ART response may be appropriate.

If POLICE DEPARTMENTS request that HCSO dispatch ART, POLICE DEPARTMENT's officers will, to the extent possible, include known data about the Individual.

Generally:
HCSO shall not dispatch ART and POLICE DEPARTMENT shall not request ART if either is aware of any of the following:

1. a weapon may be involved;
2. violence may be involved;
3. a crime other than a low-level crime may have been committed;
4. anyone may be injured; or
5. there is an immediate need for police, fire or EMS.

ART shall only be dispatched/requested if the identified location is within the jurisdictional limits of the POLICE DEPARTMENT.

If ART is not available to respond, HCSO will follow standard dispatch policy and procedure.

Each Party shall follow its applicable policy, procedure, and training, including but not limited to documenting and reporting.

ART Team Guidelines:
ART will assess and respond to individuals encountered in an ART response ("Individual(s)"). As appropriate, a responding ART may refer to needed resources, complete a crisis plan, connect to existing supports and transport to appropriate locations.

POLICE DEPARTMENT and NORTH MEMORIAL will work with HSPHD to establish a process/rules for tracking Individual referrals.

Each Party expressly agrees to comply with the data and information provisions set forth in Exhibit B.

Parties' Responsibilities:
In addition to the responsibilities described above, the Parties shall generally be responsible as follows:

HSPHD Responsibilities:

1. HSPHD shall assign a SW or other personnel as necessary to meet the guidelines and obligations set forth herein. At all times during this Agreement, the SW will be COUNTY employees and be supervised by HSPHD.
2. The SW will be available for ART response at times agreed upon by Parties.
3. The SW will provide services in person.
4. HSPHD shall provide the SW with all equipment deemed necessary to provide the services under this Agreement by HSPHD, which may include a cell phone, computer equipment and a uniform.
5. The SW will make a reasonable attempt to respond to all calls dispatched in the order they are received when ART is logged into the dispatching system and available.
6. HSPHD will provide services in an ethical and culturally sensitive manner.
7. The SW will make a reasonable attempt to obtain a Release of Information (ROI), in order to permit relevant information to be subsequently shared with POLICE DEPARTMENT and/or NORTH MEMORIAL.
8. HSPHD will track Program Data, as agreed upon by all Parties. The Parties expressly agree that Program Data will be aggregated and/or de-identified in a manner that ensures that no individual may be directly or indirectly identified in any manner.

HCSO Responsibilities:

1. Subject to applicable law, HCSO will dispatch ART in accordance with the provisions and guidelines herein.
2. Before Program implementation, HCSO will work with the HSPHD Social Work Unit Supervisor, Project Manager, POLICE DEPARTMENT and NORTH MEMORIAL to develop a workflow for dispatching calls to ART.

POLICE DEPARTMENTS Responsibilities:

1. BROOKLYN CENTER will provide office space, desks, wi-fi etc. for SW(s).
2. BROOKLYN CENTER shall track Program Data. The Parties expressly agree that Program Data will be aggregated and/or de-identified in a manner that ensures that no individual may be directly or indirectly identified in any manner.

NORTH MEMORIAL Responsibilities:

1. NORTH MEMORIAL will provide the following services as requested ("Contracted Services"):
   a) Medication reconciliation/monitoring, dressing changes, checking vital signs.
   b) Health education including but not limited to, diabetes prevention/treatment, hypertension, Congestive Heart Failure (CHF), Chronic Obstructive Pulmonary Disease (COPD), nutritional assessment, health assessment and education.
   c) Health/injury preventative services, falls/home safety assessment, geriatric frailty visits, vaccinations, serve as community resource contacts.
   d) Determine social supports necessary to help Individual maintain their health.
   e) Complete appropriate documentation and templates for the Community Paramedic Program and ART Program, clearly communicate Individual's progress, concerns, outcomes with accurate, concise reports.
   f) Care coordination with all members of care team, coordinate appointments and follow-up with physicians, therapists, and hospitals as needed.
   g) Other services as mutually agreed to by the Parties from time to time.
2. NORTH MEMORIAL shall assign a 1.0 full-time community paramedic and/or other qualified NORTH MEMORIAL personnel with the level of education and experience necessary to provide the Contracted Services in accordance with the guidelines and obligations set forth herein. At all times during this Agreement, the NORTH MEMORIAL personnel will be NORTH MEMORIAL employees and will be supervised by a NORTH MEMORIAL medical director. NORTH MEMORIAL shall be solely responsible for ensuring that NORTH MEMORIAL personnel are aware of all obligations herein and are properly trained to perform in accordance with this Agreement and relevant Minnesota Department of Human Services standards of conduct and law, and if required certified by Emergency Medical Services Regulatory Board.
3. The NORTH MEMORIAL personnel will work during reasonable hours as needed to support the Program and as agreed to by the Parties from time to time.
4. The NORTH MEMORIAL personnel will provide the Contracted Services in person.
5. NORTH MEMORIAL shall provide the NORTH MEMORIAL personnel with all equipment deemed necessary to perform the Contracted Services under this Agreement, which may include a cell phone, computer equipment, a uniform and medical supplies.
6. The NORTH MEMORIAL personnel will make a reasonable attempt to respond to all calls dispatched in the order they are received during reasonable hours as needed to support the Program and as agreed to by the Parties from time to time.
7. The Contracted Services will be provided in an ethical and culturally sensitive manner.

Exhibit B
Data and Information

Contract # A2311903

As used herein, "Program Data" shall mean all information and data collected, created, received, maintained or disseminated by any Party pursuant to this Agreement regardless of its physical form, storage media or conditions of use.

The Parties expressly acknowledge and agree that Program Data provided or exchanged between Parties shall be subject to the provisions of this Agreement and applicable law.

Each Party shall create, collect, and maintain Program Data in accordance with the Party's data and information policies. In the event of any conflict between a Party's policy and this Agreement, the order of precedence shall be 1) this Agreement; then 2) the Party's policy.

However, notwithstanding any Party's policy, each Party is expressly prohibited from sharing, distributing, or disseminating any Program Data to/with any other Party or with any third-party except: (i) pursuant to valid authorization from the data subject; (ii) if COUNTY and POLICE DEPARTMENT each agree that the Program Data is classified as public data by applicable law, including but not limited to the Minnesota Government Data Practices Act; (iii) the sharing, distribution, or dissemination is authorized by applicable law, including but not limited to Minn. Stat. §§ 13.46, 13.82, & 144.294; or (iv) the sharing, distribution, or dissemination occurs in connection with an emergency and is necessary to protect the health or safety of an individual or individuals. Any Program Data shared, distributed, or disseminated should be limited to the minimum necessary in accordance with applicable law.

If HSPHD, HCSO, BROOKLYN CENTER or POLICE DEARTMENT provide or exchange Program Data with NORTH MEMORIAL, the providing entity hereby grants NORTH MEMORIAL a restricted, limited license to use the Program Data solely for NORTH MEMORIAL's internal business purposes and in accordance with the provisions of this Agreement.

In regard to the Program Data, each Party shall:

(i) access, use, control, protect and safeguard all Program Data in compliance with the terms of the Agreement, generally accepted industry standards, all applicable laws, and the Party's then applicable policies, procedures, rules, and directions; to the extent of any inconsistency between any of the foregoing, applicable law shall prevail;

(ii) immediately notify all other Parties of any known or suspected security breach or unauthorized access to Program Data, then comply with all responsive directions provided by the other Parties;

(iii) only access/use Program Data as reasonable and necessary for performance under the Agreement;

(iv) restrict access to Program Data to only those personnel that need such access for the purpose of performance under the Agreement;

(v) advise its personnel that may have access to Program Data of the obligations imposed by this Exhibit; and

(vi) immediately notify the other Parties in the event it receives a request or demand for data, including but not limited to a request/demand made under the MGDPA, subpoenas, Court Orders or other legal processes.

Nothing in this Agreement is intended to nor shall be construed as conveying by one Party to another Party, either expressly or by implication, any right, title or interest in any of the Party's information or data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

Federal Award Contract Provisions Addendum

This Federal Award Contract Provisions Addendum is attached and incorporated into the foregoing agreement (the "Agreement").

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term "contract" shall mean the "Agreement"; the terms "contractor", "Contractor", and "CONTRACTOR" shall mean the party identified as "CONTRACTOR" or "PROVIDER" in the Agreement; and the terms "APPLICANT" and "COUNTY" shall mean the COUNTY OF HENNEPIN, STATE OF MINNESOTA. Citations included throughout this Addendum are for guidance and not determinative.

The provisions below may be applicable pursuant to (i) applicable federal law, including 2 C.F.R., Part 200, Appendix II (see, especially, 2 C.F.R. §200.327); (ii) COUNTY's application of federal awards to this transaction; and/or (iii) the nature and cost of the transaction.

In addition to CONTRACTOR's compliance with applicable provisions, CONTRACTOR shall ensure that its subcontractors or other parties performing on CONTRACTOR's behalf comply with the applicable provisions and confirm the same with necessary provisions in its subcontracts.

1) Remedies.

The remedy provisions in the Agreement shall apply.

2) Termination For Cause and/or For Convenience.

The termination provisions in the Agreement shall apply.

3) Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H, of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the federal award associated with this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

4) Davis-Bacon Act.

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

5) Copeland Anti-Kickback Act.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6) Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this subsection.

7) Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

8) Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds $150,000.

B. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds $150,000.

9) Debarment and Suspension.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

11) Procurement of Recovered Materials.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or
(3) At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

A. Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

13) Domestic preferences for procurements.

A. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.

B. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SUBRECIPIENT COMPLIANCE ADDENDUM

SUBRECIPIENT shall comply with the Single Audit Act, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). SUBRECIPIENT shall maintain a system of internal control over all programs in order to demonstrate compliance with the Single Audit Act, Uniform Guidance and other pertinent laws and regulations. SUBRECIPIENT shall respond to audit findings, questioned costs or other compliance measures issues which may include taking requisite corrective action, executing necessary documents and other requirements;

If SUBRECIPIENT is a nonprofit organization, SUBRECIPIENT's signature on this Agreement assures and certifies it has met federal, state and local requirements regarding SUBRECIPIENT's financial management system.

SUBRECIPIENT is hereby notified of the following Federal Award Identification Information:

1. Subrecipient name (which must match registered name in DUNS): North Memorial Health Care
2. Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS) *number*): K3MWP752NSM4
3. Unique Federal Award Identification Number (FAIN): 15PBJA-22-GG-02985-MENT
4. Federal Award Date (see § 200.39 Federal award date): 10/01/2022-9/30/2025
5. Subaward Period of Performance Start and End Date: 1/1/2024-9/30/2025
6. Amount of Federal Funds Obligated by this action: $426,149
7. Total Amount of Federal Funds Obligated to the subrecipient: $367,289
8. Total Amount of the Federal Award: $549,205
9. Budget Approved by Hennepin County: $763,878
10. Total Approved Cost Sharing or Matching, when applicable: $214,674
11. Federal award project description, as statutory requirements for example Federal Funding Accountability and Transparency Act (FFATA): 2022 BJA FY 22 Connect and Protect: Law Enforcement Behavioral Health Response Program, Hennepin County Behavioral Health will implement a 911 Alternative Response (ALT) pilot
12. Name of Federal awarding agency, pass-through entity (Hennepin County), and contact information for Hennepin County representative:
    United States Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
    Hennepin County
    Leah Kaiser, Director
    Human Services Public Health, Behavioral Health Division
    300 S. 6th Street
    Minneapolis MN 55487
    Leah.Kaiser@hennepin.us
13. CFDA Number (Catalog of Federal Domestic Assistance) and Grant Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement:
    16.745 Criminal and Juvenile Justice and Mental Health Collaboration Program

2022 BJA FY 22 Connect and Protect: Law Enforcement Behavioral Health Response Program
Anticipated Total Amount to be Awarded Under Solicitation15,000,000.00,
Anticipated Number of Awards Anticipated 27
Maximum Dollar Amount of Awards 550,000.00

14. Identification of whether the award is R&D:
R&D means Research and Development. OMB Uniform Grant Guidance defines "Research" as the systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is defined as the systematic use of knowledge or understanding gained from research. N/A
15. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs) and: 10% De Minimis
16. Identification of whether the award is used as loans or loan guarantees: N/A

As applicable, SUBRECIPIENT shall confirm in writing that SUBRECIPIENT did not expend $750,000 or more in total federal funds in a fiscal year. If SUBRECIPIENT expends $750,000 or more of federal funds in a fiscal year, SUBRECIPIENT shall complete financial and compliance audits in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. SUBRECIPIENT shall cooperate fully in the following:

1. During the term of this Agreement and as necessary after the expiration of this Agreement, to ensure compliance with applicable law, SUBRECIPIENT agrees to provide an annual audit report consistent with the provisions of the Single Audit Act and/or OMB Uniform Grant Guidance in accordance with government auditing standards, as applicable, within nine (9) months after SUBRECIPIENT's fiscal year-end. The cost of an audit is not reimbursable from funds received through this Agreement.

2. SUBRECIPIENT shall provide all information requested by COUNTY and report as directed by COUNTY.

As applicable, SUBRECIPIENT shall maintain property records that include a description of the applicable property, a serial number or other identification number, the source of the property, who holds title, the acquisition date and cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property. SUBRECIPIENT shall make said records available to COUNTY within five (5) business days of COUNTY's written request.

Failure to comply with the above requirements may result in forfeiture of funds. Without limiting any other remedies available at law, COUNTY reserves the right to recover from SUBRECIPIENT the full amount of any funds found to be improperly expended or otherwise disallowed.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS:

The prospective lower tier participant (SUBRECIPIENT) certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the City of Brooklyn Center, a Minnesota municipal corporation, located at: 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430 (the "City") and Canopy Roots, LLC, a Minnesota limited liability company located at: 615 NE 1st Ave. Suite 500, Minneapolis, MN 55413 ("Consultant"). The City and the Consultant may hereinafter be referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Minnesota and its Police Department 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 the City;

WHEREAS, the City desires to establish a pilot program providing a new alternative response to low-risk 911 calls related to mental and behavioral crises and welfare checks in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in the City;

WHEREAS, the City is concurrently establishing a similar pilot program with Hennepin County ("County"), a political subdivision of the State of Minnesota, and North Memorial Health Care ("North Memorial"), a Minnesota nonprofit corporation;

WHEREAS, the City, the Consultant, the County and North Memorial will coordinate and collaborate to provide the desired services in an effective and efficient manner;

WHEREAS, the Consultant represents that it has the necessary skill, equipment, licensing, and personnel to provide the requested services to the City; and

WHEREAS, the City desires to contract with the Consultant to provide, and the Consultant desires to provide, the requested professional services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the City and the Consultant hereby agree as follows:

1. Purpose. The purpose of this Agreement is to enable the Consultant to provide an alternative response for select 911 calls in a manner that most effectively and efficiently supports and protects the physical, mental, and behavioral health of individuals in the City as detailed herein, and for the City to secure such services from the Consultant and to establish the terms under which such services shall be provided.

2. Consultant Services. The Consultant agrees to provide the City the professional services set forth in its proposal ("Services"), a copy of which is attached hereto, and incorporated herein by reference, as Exhibit A, as such services may be further defined herein or expanded pursuant to written orders or supplemental letter agreements agreed to by the parties. Any such written

orders or supplemental agreements mutually approved by the parties are incorporated in and made part of this Agreement by reference. All Services provided by the Consultant shall be of similar quality to other professionals who provide similar services and consistent with any applicable professional standards. If any provision in the Exhibit A conflicts with any provision of this Agreement, the provisions of Exhibit A shall be controlling related to scope of services, tasks, deliverables, included in Exhibit A.

3. Term. This Agreement shall commence as of the date first written above and, unless terminated earlier as provided herein, it shall continue until May 29, 2026. The parties may, however, agree in writing to extend the term of this Agreement for such additional periods as they deem appropriate, and upon the terms and conditions as herein stated or as may be stated in the written extension.

4. Compensation for Services. The City agrees to pay the Consultant for providing the Services an amount not to exceed $750,000, in accordance with the following payment schedule:

- For the period from May 29, 2024 to December 31, 2024 - $330,000 due July 9, 2024
- For the period from January 1, 2025 to December 31, 2025 - $320,000 due January 1, 2025
- For the period from January 1, 2026 to May 29, 2026 - $100,000 due January 1, 2026

No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement. Additionally, the City shall not be responsible for payment for any work performed by the Consultant that is not expressly listed in Exhibit A unless otherwise expressly agreed to by the City in writing.

5. Request for Payment. The Consultant must submit itemized bills for the Services provided to the City using the Invoice Template (attached as Exhibit C). Payments will be made by the City to the Consultant within 35 days of the date of the invoice. If the invoice is incorrect, defective, or otherwise improper, the City will notify the Consultant. Upon receiving the corrected invoice, the paying City will make payment within thirty-five (35) days.

6. Amendments. No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services or deliverables, is valid unless it is in writing and signed by the parties.

7. Default and Termination. If either party fails to perform any of the provisions of this Agreement, takes an action that puts the health or welfare of a member of the public at risk, or otherwise breaches or fails to comply with any of the terms of this Agreement, and such failure is not cured within thirty (30) days of written notice, it shall be in default. Any such notice of breach shall specifically identify the alleged material breach and what is required to cure it. Unless the party's default is cured in the specified timeframe or excused in writing, the non-defaulting party may upon written notice terminate this Agreement in its entirety at the conclusion of the cure period.

On or after January 1, 2025, this Agreement may be terminated by the City for any reason upon 90 days' written notice provided to the Consultant. Upon termination under this provision, the

Consultant will be paid for Services properly rendered until the effective date of termination. The Consultant's indemnification, audit disclosure, and data practices obligations shall survive the termination of this Agreement.

8. Services Products and Ownership of Documents. Except as limited herein, all deliverables and products specifically required to perform the Services including, but certainly not limited to, complete and incomplete records, materials, information, policies, reports, recommendations and plans shall become the property of the City, but only to the extent such deliverables and products are not based in whole or part on the preexisting intellectual property of the Consultant. Consultant may retain copies of such deliverables and products that have become the property of the City and may use such deliverables and products with the express, written, consent of the City prior to use. Such consent will not be unreasonably withheld but may be given with conditions.

9. Data Practices. The Consultant shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act") 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. The parties shall also abide by the data and data sharing provisions set forth in Exhibit B.

10. Audit Disclosure. The Consultant must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Consultant's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

11. Force Majeure. Neither party shall be deemed in default under this Agreement, nor shall a party hold the other party responsible, for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the party relying on this section gives the other party prompt written notice thereof and takes all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event. If this event extends for a period of more than 30 days, either party may immediately terminate this Agreement.

12. Subcontractor. The Consultant must not enter into subcontracts for any of the Services provided for in this Agreement without the prior express written consent of the City.

13. Independent Contractor. The Consultant shall be deemed an independent contractor. The Consultant's duties will be performed with the understanding that the Consultant has special expertise as to the Services which the Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the Services are performed shall be controlled by the Consultant; however, the nature of the Services and the results to be achieved shall be specified by the City. The Consultant is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein. All Services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose including, but not

limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.

14. Not Exclusive. This Agreement does not constitute an exclusive contract between the City and the Consultant. The City remains free to contract for similar services from other consultants and the Consultant remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of the Services under this Agreement.

15. Assignment. Neither party will assign any part of this Agreement, nor any interest arising herein, without the written consent of the other party.

16. Services Not Provided For. No claim for services furnished by the Consultant not specifically provided for and identified herein as part of the Services will be honored by the City. For the sake of clarification, the only Services authorized by the City herein are those identified in Exhibit A. The parties may enter into subsequent agreements for additional services at rates and costs established by mutual agreement of the parties. Any subsequent agreement for additional services shall be in writing and signed by both Parties.

17. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

18. Publicity. The Consultant may work with the City to create public and promotional announcements or press releases relating to the relationship set forth in this Agreement. All public announcements by one party which specifically mention the other party shall be subject to prior review and approval by said other party.

19. Entire Agreement. This document, including the above recitals, the attached exhibits, and documents expressly incorporated herein by reference, constitute the entire agreement between the parties and it supersedes all oral agreements and negotiations between the parties regarding the subject matter of this Agreement.

20. Compliance with Laws and Regulations. In providing the Services hereunder, the Consultant must abide by all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

21. Equal Opportunity. During the performance of this Agreement, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. Violation of any part of this provision may lead to the immediate termination of this Agreement.

22. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

23. Indemnification. To the fullest extent permitted by law, the Consultant, and the Consultant's successors or assigns, agree to defend, indemnify and hold harmless the City, its officials, agents, and employees from third-party liabilities, claims, damages, costs, judgments, lawsuits and expenses of defending the same including but not limited to professional services, and other technical, administrative, or professional assistance resulting from or court costs arising out of the alleged negligence, breach of contract, or willful misconduct of the Consultant, its subcontractors, agents, or employees related to or arising out of the performance of, or failure of the Consultant to perform its obligations under this Agreement . Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

The City will defend, indemnify and hold harmless the Consultant and its employees from third-party liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs arising directly from the alleged negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Agreement. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

24. Insurance. During the entire term of this Agreement, the Consultant must maintain the following types and limits of insurance:

	REQUIRED INSURANCE COVERAGES	**MINIMUM**
	Commercial General Liability (CGL)	
	General Aggregate	$2,000,000
	Products--Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence--Combined Bodily Injury and Property Damage	$1,500,000
	Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	
	Workers' Compensation and Employer's Liability	
	Workers' Compensation	Statutory
	Employer's Liability: Bodily injury by accident--Each Accident	$500,000
	Employer's Liability: Bodily injury by Disease--Policy Limit	$500,000
	Employer's Liability: Bodily injury by Disease--Each Employee	$500,000
	Coverage will comply with Minnesota law. In the event that Consultant should subcontract this work, Consultant shall obtain evidence of the required insurance from such subcontractor and submit an updated certificate.	
	Professional Liability (PL/E&O)	
	Per Claim	$1,500,000
	Aggregate	$2,000,000

	Coverage is required in cases where Consultant's staff or volunteers are performing licensed professional services under this Agreement. The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of Consultant or any entity for which Consultant is legally responsible in the providing of services under this Agreement. Throughout the term of this Agreement, the PL/E&O policy shall include full prior acts coverage.	
	Automobile Liability Per Accident Consultant shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Consultant.	$2,000,000

The Consultant shall provide such additional insurance coverages and specific minimum amounts of coverage as may be required by the City. The insurance shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required and shall cover the City for liabilities in connection with the Services provided under this Agreement. These policies shall name the City, its officials, employees, and agents as an additional insured for the Services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss.

Prior to the start of Services, the Consultant shall promptly submit Certificates of Insurance evidencing coverage to the City. The Consultant shall not commence work until it has obtained required insurance and filed with the City a properly executed Certificate of Insurance establishing compliance. The Consultant shall furnish to the City updated certificates during the term of this Agreement as insurance policies expire. If the Consultant fails to furnish proof of insurance coverages, the City may withhold payments and/or pursue any other right or remedy allowed under the Agreement, law, equity, and/or statute.

25. Third Party Rights. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

26. 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 via registered or certified mail. Mailed notices to the City shall be sent to the City Manager at the address given in the opening paragraph of this Agreement. Mailed notices to the Consultant shall be sent to Gina Obiri, Contract Operations Manager, at the address given in the opening paragraph of this Agreement.

27. 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.

28. Governing Law and Venue. This Agreement will be controlled by 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 Minnesota in Hennepin County, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties hereto agree to be bound by the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be duly executed by their duly authorized representatives as of the date and year first written above.

CITY OF BROOKLYN CENTER:

By: _____
April Graves

Its: Mayor

By: _____
Dr. Reginald Edwards

Its: City Manager

CONSULTANT:
CANOPY ROOTS, LLC

By: _____
Taylor Crouch-Dodson

Its: Director of External Affairs

EXHIBIT A
Scope of Work

The purpose of this Scope of Work ("**SOW**") is to describe the work, services, tasks and/or deliverables that Canopy Roots will provide to the City pursuant to the Professional Services Agreement between the Parties (the "**Agreement**"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the specific work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Canopy Roots hereunder.

I. Consultant Deliverables

A. Scope of Services

Canopy Roots ("Canopy") will co-design Alternative Response solutions with subject matter experts from the City of Brooklyn Center (the "City") to ensure the results of the program are sustainable and appropriate to the needs of recipients, community members, and first responders.

Canopy Roots will:

- Recruit, hire, and supervise a pilot unit that will respond to eligible calls via 911
- Administer professional development training to Canopy's unit that aligns service delivery between public safety agencies and centers trauma-informed and culturally responsive care
- Operate a pilot unit during the following times:
  - 6PM to 11PM on Mondays, Thursdays, Fridays
  - 4PM to 1AM on Saturdays, Sundays

B. Unit Operation Team

- Canopy's unit will be comprised of 2 mental health practitioners, at least 1 of which will be a licensed professional.
- Canopy will deploy Float responders who can fill shifts of Canopy's full-time Responders should they need time off. Floats hold the same qualifications as full-time Responders.
- Canopy will employ the following staffing model using 8-hour shifts:

City of Brooklyn Center Alternative Response Team (ART)
Staffing Model by Canopy Roots

Mid Shift		MON	THU	FRI	SAT	SUN
8 HR M, TH-F	Weekday 3:30 PM - 12:00 AM	CANOPY				
8 HR SA-SU	Weekend 4:00 PM - 12:30 AM				CANOPY	

- Weekday evening coverage will start at 3:30pm in order for staff to work a full 8-hour shift and provide space for supervision or training activities.
- The exact hours of the Canopy unit's operations and staffing structure are subject to change based on the needs of the City.
- First responder services will be unarmed.

C. Deliverables

Following is a detailed list of deliverables to be completed by Canopy Roots for each Phase of work. Work will begin on approximately May 29, 2024 with a focus on program development. After which, Canopy Roots will prepare to launch the Canopy unit in January 2025 .

NOTE: The Canopy unit launch date is subject to the prior completion of all activities in Phases 1-4.

This work plan uses an estimated timeline for each Phase of the project. Each phase includes activities led by either Canopy, the City, or the County. Project schedule and relevant milestones for Canopy-led activities will be managed by Canopy staff with regular updates to City leadership. Therefore, should any of the City- or County-led components take longer than anticipated, the timeline of the remaining activities could be pushed out. In the event of an unforeseen timeline modification, the Parties will work together to readjust deliverable to ensure a successful launch of the Canopy unit in 2024.

Phase 1: Partnership launch | completed by September 30, 2024	**Lead**	**Participant**
A. Establish partnership project team and gain access to data management tools	City	Canopy & County
B. Host consultant kick-off meetings with City & County leadership and partners	City	Canopy & County
C. Orientation to Hennepin County ART model to align policies & procedures	City	Canopy & County

D. Gather policies & procedures for relevant Hennepin ECC & EMS protocols and BCPD policies for responding to ART-eligible 911 call types (e.g. behavioral crisis, substance use, houselessness)	City	Canopy & County
E. Meet with City and County main point of contact and ECC Administrator re: tech equipment needs	City	Canopy & County
Phase 2: Program development | completed by October 31, 2024	**Lead**	**Participant**
A. Ride-along and visit the County ART operations in City of Brooklyn Park	Canopy	County & City
B. Co-develop policies and procedures for all ART units when resolving 911 calls	Canopy	County & City
C. Co-develop KPIs for pilot units based in trauma-informed & culturally affirming care to recipients	Canopy	County & City
D. Design co-branded clothing, equipment, tech, supplies for Canopy ART unit	Canopy	City
E. Order and outfit Canopy Responder van	Canopy	City
Phase 3: Workforce development | completed by November 30, 2024	**Lead**	**Participant**
A. Recruit, hire, onboard staff to Canopy Roots	Canopy	
B. Complete background checks & CJIS certification	Canopy	BCA
C. Develop onboarding handbook and training materials for Canopy's staff	Canopy	
Phase 4: Administer training | completed by December 31, 2024	**Lead**	**Participant**
A. Train & onboard Canopy's staff in culturally responsive & trauma-informed protocols	Canopy	
B. Train & onboard Canopy's staff in Brooklyn Center / Hennepin County Alternative Response Team protocols	County	Canopy & City
C. Train Canopy's staff in Hennepin County 911 CAD & radio protocols	County	Canopy
Phase 5: Launch the Canopy ART unit | All deliverables to be completed by May 29, 2026	**Lead**	**Participant**
A. Launch the pilot unit by Canopy Roots in January 2025	Canopy	City & County

B. Collaborate with City and County leadership for continuous improvement of units by: (i) establishing & participating in Implementation Team Meetings to identify areas for improvement (ii) sharing performance updates with stakeholders	Canopy	County & City
C. Continuously build awareness of pilot unit in the community by: (i) supporting community engagement events and initiatives in the Brooklyn Center community, (ii) establishing feedback channels for service recipients to share their lived experiences	Canopy	City & County

D. Rates

All costs associated with program development are based on the rates specified in Section E herein. Rates are based on a twenty-four-month contract term.

E. Budget

- **Vehicles**: 1 Responder Van with maintenance, fuel, and supplies
- **Staffing**: inclusive of program supervisor and responder staff (full-time and float) employed by Canopy assigned to work on the pilot unit.
- **Operations**: inclusive of program development, personnel costs, benefits, uniforms, finance, legal, training, tax preparation, IT services, hiring, recruitment, and background checks

City of Brooklyn Center ART & Canopy Roots

Category	Apr-Dec '24	Jan-Dec '25	Jan-Apr '26
Vehicles	$100,000	$40,000	$30,000
Staffing	$30,000	$200,000	$40,000
Operations	$200,000	$80,000	$30,000
Subtotal per year	**$330,000**	**$320,000**	**$100,000**
Total			**$750,000**

For any additional service expenses for the City, Canopy will require an evaluation of the new professional services fees and overhead costs. Additional services may require a contract amendment.

II. City Deliverables

A. Equipment

The City will provide the following equipment:

Access & technology The City of Brooklyn Center, in partnership with Hennepin County, provide the following equipment, training, and services to Canopy responders to ensure they have the same access as the County ART Team to essential databases and incident management systems:

- Staff identification badges for Canopy Responders - total of 5
- City & CAD login credentials - total of 5
- CAD-enabled laptops - total of 2
- Police radios - total of 3
- Training on badges, logins, CAD, radios - once for 2024 cohort
- Canopy will have access to fuel at the City Public Works Fuel Station. Canopy will be responsible for costs of fuel.
- Equipment repair & replacement.

Van equipment

- Canopy to cover vehicle insurance and maintenance costs.
- CAD laptop docking station & installation - total of 1.
- Vehicle location tracking equipment & installation - total of 1
- Decal for vans with shared City & Canopy logos - total of 1
- Hazard lights for vans - total of 1
- **Wheelchair ramp & installation – Not included in this scope; to be negotiated at a later date and time.

EXHIBIT B

Data and Information

As used herein, "Program Data" shall mean all information and data collected, created, received, maintained or disseminated by any party pursuant to this Agreement regardless of its physical form, storage media or conditions of use.

The parties expressly acknowledge and agree that Program Data provided or exchanged between parties shall be subject to the provisions of this Agreement and applicable law.

Each Party shall create, collect, and maintain Program Data in accordance with the party's data and information policies. In the event of any conflict between a party's policy and this Agreement, the order of precedence shall be (1) this Agreement and then (2) the Party's policy.

However, notwithstanding any party's policy, each party is expressly prohibited from sharing, distributing, or disseminating any Program Data to/with any other party or with any third-party except: (1) pursuant to valid authorization from the data subject; (2) if the City agrees that the Program Data is classified as public data by applicable law, including but not limited to the Minnesota Government Data Practices Act; (3) the sharing, distribution, or dissemination is authorized by applicable law, including but not limited to Minnesota Statutes, sections 13.46, 13.82, & 144.294; or (4) the sharing, distribution, or dissemination occurs in connection with an emergency and is necessary to protect the health or safety of an individual or individuals. Any Program Data shared, distributed, or disseminated should be limited to the minimum necessary in accordance with applicable law.

If the City provides or exchanges Program Data with the Consultant, the City hereby grants the Consultant a restricted, limited license to use the Program Data solely for the Consultant's internal business purposes and in accordance with the provisions of this Agreement.

With regard to the Program Data, each Party shall:

(1) access, use, control, protect and safeguard all Program Data in compliance with the terms of the Agreement, generally accepted industry standards, all applicable laws, and the party's then applicable policies, procedures, rules, and directions; to the extent of any inconsistency between any of the foregoing, applicable law shall prevail;

(2) immediately notify all other parties of any known or suspected security breach or unauthorized access to Program Data, then comply with all responsive directions provided by the other parties;

(3) only access/use Program Data as reasonable and necessary for performance under the Agreement;

(4) restrict access to Program Data to only those personnel that need such access for the purpose of performance under the Agreement;

(5) advise its personnel that may have access to Program Data of the obligations imposed by this Exhibit; and

(6) immediately notify the other parties in the event it receives a request or demand for data, including but not limited to a request/demand made under the MGDPA, subpoenas, Court Orders or other legal processes.

Nothing in this Agreement is intended to nor shall be construed as conveying by one party to another party, either expressly or by implication, any right, title or interest in any of the party's information or data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

EXHIBIT C

Invoice Template

Member _____ introduced the following resolution and move its adoption:

CITY OF BROOKLYN CENTER
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF BROOKLYN CENTER TO ENTER INTO CONTRACTS WITH HENNEPIN COUNTY HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT AND CANOPY ROOTS FOR EXPANDED RESPONSE TEAM PILOTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH CONTRACTS

WHEREAS, Hennepin County Human Services and Public Health Department and Canopy Roots issue contracts for Expanded Response services in the City of Brooklyn Center; and

WHEREAS, Hennepin County Human Services and Public Health Department and Canopy Roots submitted proposals for deliverable services; and

WHEREAS, the collaboration of Brooklyn Center, Hennepin County Human Services and Public Health Department, North, Memorial, Hennepin County Sheriff's Office and Canopy Roots was issued contracts for in which Brooklyn Center 's portion of the contract to Hennepin County is:

1. For the period January 1, 2024, through December 31, 2024, BROOKLYN CENTER shall pay COUNTY Eighty-Two Thousand Seven Hundred Seventeen dollars ($82,717).

2. For the period of January 1, 2025, through December 31, 2025, BROOKLYN CENTER shall pay COUNTY Eighty-Eight Thousand Four Hundred Thirty-One dollars ($88,431).

WHEREAS, the collaboration of Brooklyn Center, Hennepin County, North Memorial, and Canopy Roots was issued contracts for in which Brooklyn Center 's portion of the contract to Canopy Roots is:

For the period from May 29, 2024 to December 31, 2024 - $330,000 due September 9, 2024
For the period from January 1, 2025 to December 31, 2025 - $320,000 due January 1, 2025
For the period from January 1, 2026 to May 29, 2026 - $100,000 due January 1, 2026

WHEREAS, the contract timeframe is January 1, 2024 and continues through May 21, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center, Minnesota, authorizes the City of Brooklyn Center to enter into contracts with Hennepin County Human Service and Public Health Department and Canopy Roots and authorizes the City Manager to execute such contracts.

September 9, 2024
Date

_____
Mayor

_____
City Clerk

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

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: Highway 252/I-94 Environmental Review: Presentation by the 252 Safety Taskforce

Requested Council Action:

- *Motion to accept the presentation from the 252 Safety Task Force*

Background:

The Minnesota Department of Transportation (MnDOT), along with local and federal project partners, are currently studying proposals to reduce congestion, improve safety and address reliability on Hwy 252 between Hwy 610 in Brooklyn Park and I-694 in Brooklyn Center, and on I-94 from I-694 in Brooklyn Center to downtown Minneapolis.

As part of this effort, MnDOT is preparing a multi-year environmental impact statement (EIS), that outlines the impact a potential construction project could have on the surrounding area, including effects to the social, historical and natural environment in the proposed project area.

In January 2020, the Brooklyn Center City Council designated the "252 Safety Taskforce" as an independent task force of concerned Brooklyn Center citizens, to examine the impacts of the project and consider the best solution for the City of Brooklyn Center regarding all aspects of the project.

At this meeting, the 252 Safety Taskforce will be presenting their latest comments on the project and the EIS process.

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

ATTACHMENTS:

Description	Upload Date	Type
POWERPOINT	10/17/2024	Backup Material

HIGHWAY 252 SAFETY TASK FORCE

City Council Update September 9, 2024

Presenters

Lisa McNaughton

Tom Kouri

Tara McCarthy

Bill Newman

Stephen Cooper

Highway252.org

Empty Promises: MnDOT's Actions Ignoring Brooklyn Center

Project Objectives **(unmet)**

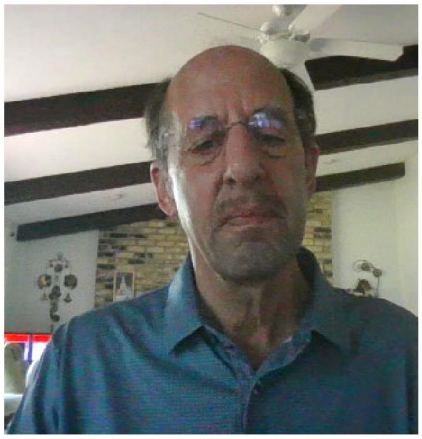
MnDOT/FHWA 7-Pillar Livability Framework **(not followed)**

Presidential Executive Order 13985 **(not adhered to)**

Equity and Health Advisors (EHA) recommendations **(not adopted)**

Fixing Earlier Transportation Harms **(not considered)**

Lack of Project Vision to Enhance Brooklyn Center **(not attempted)**



Unmet Project Objectives Hurting Brooklyn Center

Achieve equitable social, environmental, and economic outcomes

Reduce injuries and fatalities

Support reliable transit service

Minimize the need to acquire additional property.

Ensure solutions are consistent with your local government's planning

Why isn't MnDOT doing this?

What is the MnDOT Livability Commitment to Brooklyn Center?

"we refined it to apply broadly to all projects in the Metro District" (MnDOT website)

Health and environment bolsters health and well-being

Economics

Sense of place – supports neighborhood sense of place

Safety

Connections: A livable transportation system

Equity: Benefits and burdens are fair and just'

Trust: Build stakeholders' trust

Why isn't MnDOT doing this?

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered:

(Presidential Executive Order 13985 - January 20, 2021)

"It is therefore the policy of my Administration that the Federal Government should pursue a comprehensive approach to advancing equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality."

"Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of our Government."

Why Reject Equity & Health Advisor Recommendations?

1. Advance alternatives that were eliminated in the SDD, including the 4-lane low speed freeway and non-freeway alternatives
2. Continue to analyze the alternatives according to EHA priorities.
3. Revisit the purpose and need statement to include equity.
4. Analyze and share how alternatives distribute benefits and burdens between the local community and commuters and distribute benefits and burdens across BIPOC and white areas.
5. Prioritize alternatives that have the lowest projected traffic volumes, crashes, property impacts, and air and water quality impacts.
6. Identify ways to improve or enhance pedestrian and bike networks, aesthetics and green space, and public transit.

Not accepted

Make Brooklyn Center "The Place to Live"

Noise – MPCA Residential Statutory Limit for (one-hour monitoring) (Minn. R. 7030.0040)

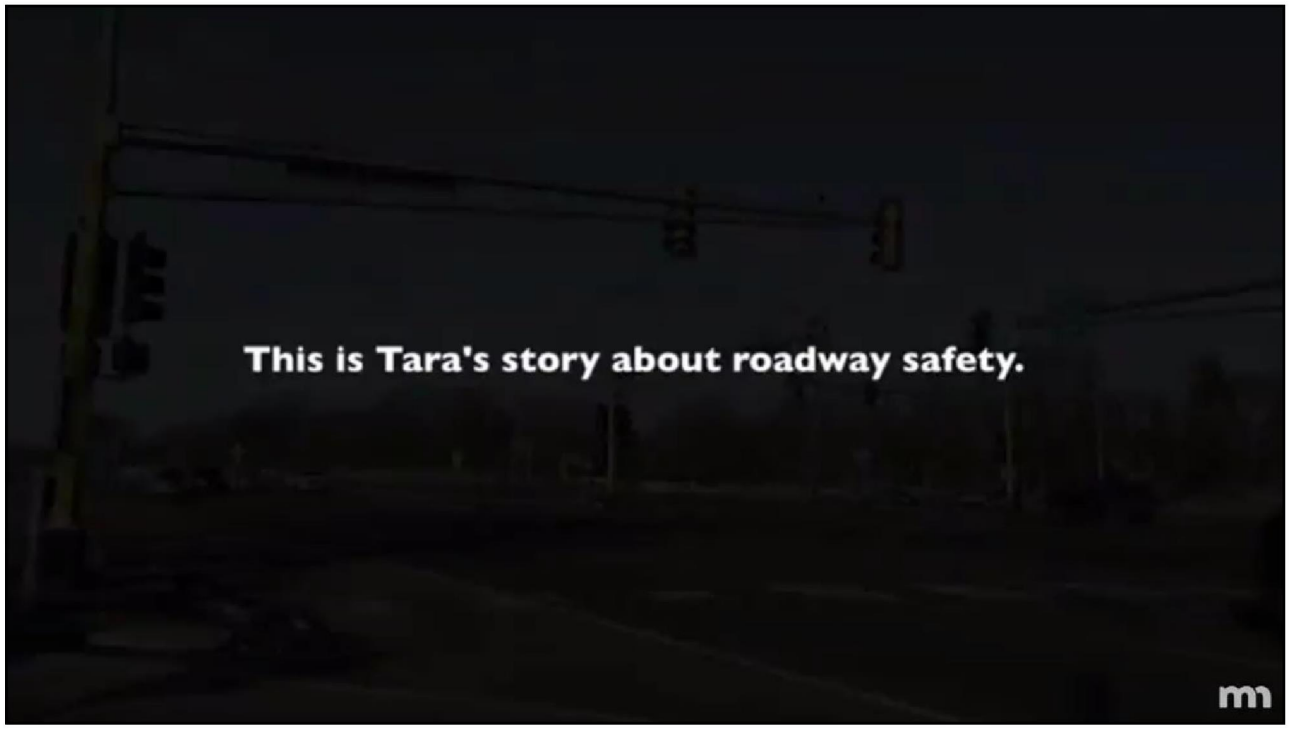
Daytime cannot exceed 65 dBA more than six min. and cannot exceed 60 dBA more than 30 min. Night limits 55 dBA/50 dBA. Many Corridor Residences currently exceed the limit.

MnDOT is using transportation law exemptions that will increase noise and make us worse off. Why isn't MnDOT fixing existing noise. Why must noise increase be at least 5 dBA and exceed 65 dBA and meet MnDOT-defined cost limits? Brooklyn Center needs all corridor residences to meet the limits.

West Mississippi River trail location – Why is the trail to be determined after the highway is planned?

Platform over Hwy 252 near 66th like Hiawatha at Minnehaha Creek; I-35/Rose Garden Duluth – Why aren't solutions like platforming being explored?

Why isn't MnDOT enhancing our City?



HIGHWAY 252 SAFETY

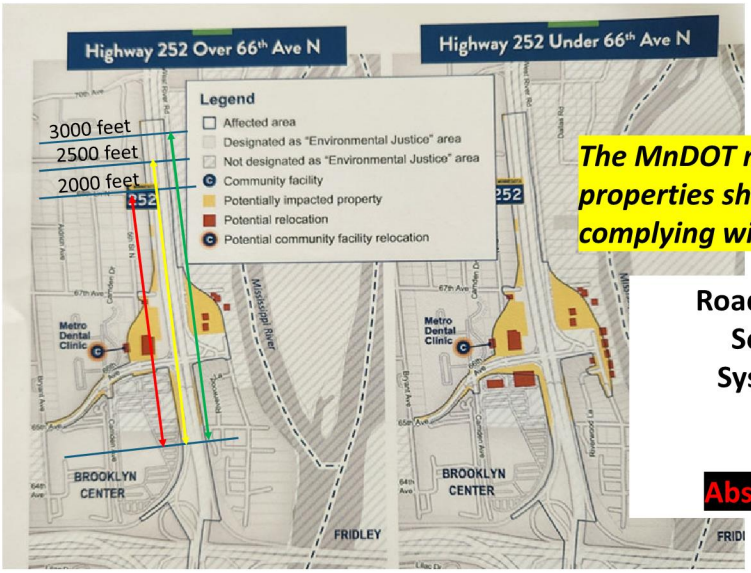


- Highway 252 is currently an **"Expressway"** with at grade stoplight intersections – **Crash rates at the 85th intersection and the 66th intersection are 300% and 500% higher respectively that the state average!**
- ***A "Freeway" with grade separated on ramps and off ramps that follows good design safety practices should be safer than an Expressway.***
- **The MnDOT Six Lane Freeway plans ignore good design and safety practices and will result in "Poor" network crash safety and only "Fair" mainline crash safety!**

MNDOT REFUSES TO MODEL INTERCHANGE SAFETY

- For almost a decade we have asked for location specific safety modeling comparing 66th to other locations farther from 694
- ***The draft scoping document describes a "comprehensive study" of closely spaced metro area interchanges.***
- **NO SUCH STUDY EXISTS!** Using a MN Data Practices request we received the "comprehensive study" a two-page memo comparing crash rates for interchanges with slightly less than a one mile spacing to those with over one mile.
- **The "study" has nothing to do with the 66th interchange less than a third of a mile from major system to system freeway interchange!**

MNDOT CANNOT FOLLOW RAMP SPACING RULES AT 66TH



The MnDOT map of potentially impacted properties shows that it has no intention of complying with safe ramp spacing at 66th

Road Design Manual Chapter 6
Service Road On Ramp To System to System Off Ramp
Desirable 3000 Feet
Adequate 2500 Feet
Absolute Minimum 2000 Feet

WHY RAMP SPACING MATTERS!

From MnDOT RDM Chapter 6

"Entrance ramps offer a greater potential for vehicle conflict than exit ramps. Entering a highway may be the most complicated task a driver encounters, particularly where traffic volumes are high. The driver must simultaneously keep his vehicle in the lane, accelerate the vehicle, look over his shoulder or in the mirrors to select a gap in the mainline traffic stream, and watch for slowed or stopped vehicles ahead in the acceleration lane."

WHY RAMP SPACING MATTERS!

Time and Distance Traveled

How much time would you need to safely weave?

- ***Southbound cars entering at 66th must weave to cross two lanes.***
- ***Southbound cars exiting at 66th onto 694 must weave to cross two lanes in the opposite direction.***

Cars driving at 65 miles per hour travel 95.33 feet per second. Many people drive faster!

31 seconds to weave – Desirable ramp spacing 3000 feet

26 seconds to weave – Adequate ramp spacing 2,500 feet

21 seconds to weave – Absolute minimum spacing 2000 feet

8.7 seconds – Proposed ramp spacing 830 feet at 66th

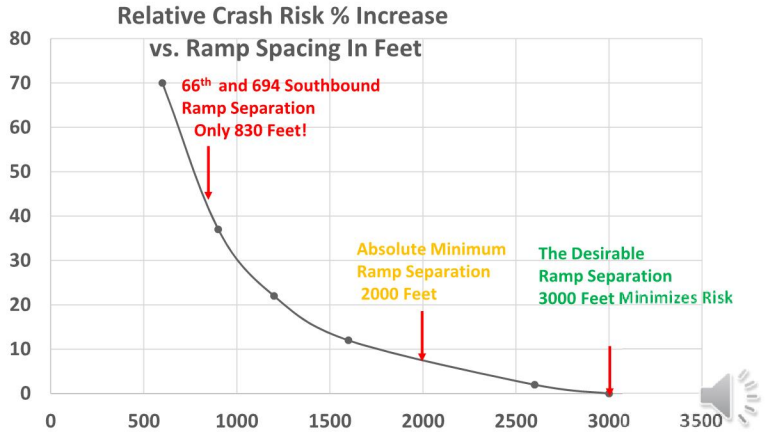


WHY RAMP SPACING MATTERS!

Crash Risk Increases Exponentially With Inadequate Spacing

Federal Highway design guidelines require a minimum of one mile between urban interchanges. An interchange at 66th is 1/3 of a mile!

A crash curve plot from NCHRP Report 687 Predicts a 45% Crash Risk Increase for the proposed ramp spacing at 66th vs. MnDOTs "Desirable" 3000 foot ramp separation Chapter 6 of MnDOT RDM



SAFETY RECOMMENDATIONS

- Evaluate how the Interim Safety Measures have improved traffic safety – This should be the new "baseline" for the "no-build" option.
- Include a Six Lane Expressway option with additional safety improvements in the EIS as recommended by the BC City Council.
- A freeway has many negative impacts to our community but if properly designed it could improve traffic safety. We must demand that MnDOT follow basic safety design rules and evaluate any safety improvements relative to newly constructed freeways! Not the old dangerous Expressway!

HIGHWAY 252 SAFETY TASK FORCE

City Council Update September 9, 2024

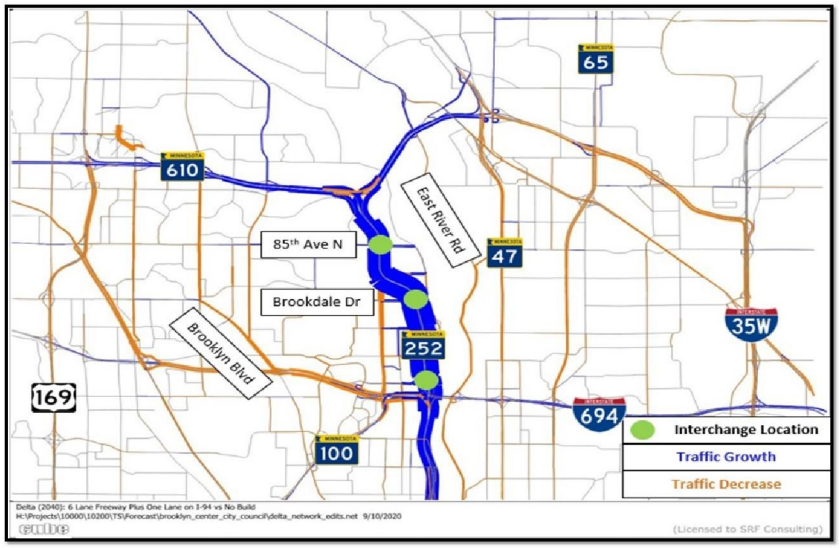
Presenters

Lisa McNaughton
Tom Kouri
Tara McCarthy
Bill Newman
Stephen Cooper

Highway252.org

THE "ROUTE" OF THE PROBLEM

Is it fair to solve other communities traffic problems by dumping them on us?



(Blue Lines)
MnDOT predicts that a six-lane freeway will divert traffic from other communities onto 252.
24 MILLION CARS AND TRUCKS A YEAR!

(Orange Lines)
On all other North-South Routes including 35W and 169 traffic decreases.

MnDOT HAS A HISTORY OF FAILING US ON SAFTEY

June 30, 2022 response to FHWA about not meeting safety goals

DEPARTMENT OF TRANSPORTATION

Text enlarged from the 2022 MnDOT memo

Highway Safety Improvement Program Implementation Plan

Date: 06/30/2022

To: Wendall L. Meyer
Minnesota Division Administrator
Federal Highway Administration

From: Derek Leuer, PE
Minnesota State Traffic Safety Engineer
Office of Traffic Engineering
Minnesota Department of Transportation

"... Safety Performance Targets has indicated that the State of Minnesota has failed to meet the targets or make significant progress. This was based on the targeted crash type performance ..."

Introduction

On April 21, 2022, the Minnesota Department of Transportation (MnDOT) was notified by the Federal Highway Administration (FHWA) that the assessment of the 2020 Safety Performance Targets has indicated that the State of Minnesota has failed to meet the targets or make significant progress. This was based on the targeted crash type performance of Calendar Year (CY) 2020 benchmarked against the five-year average from CY 2014 to CY 2018. The metrics and the established rates are shown in Table 1.

A FEW OF THE OBVIOUS NEGATIVE IMPACTS

- **SAFETY:** MnDOT ignored safety rules and set no safety goals. It plans to build a freeway with "poor" network crash safety and "fair" mainline crash safety. We deserve better!
- **POLLUTION:** Air pollution and noise pollution will travel farther resulting in more impacts to health and our quality of life.
- **NO BENEFIT TO OUR CITY:** MnDOT has been unable to specify any benefit to our city. Negative impacts include lost homes and businesses, lost tax revenue etc.
- **MnDOT MAKES DECISIONS BEFORE COLLECTING DATA:** They have eliminated safer, less expensive options, making decisions before evaluating them in the EIS process.
- **IGNORES LOCAL GOVERNMENT AND PUBLIC INPUT:** MnDOT ignored our City's request to consider safer less harmful options in the EIS process. Over 600 public comments (mostly negative) about the draft Scoping Document have been ignored.
- **WHY HERE?:** Highway 252 is very close to homes and businesses. Freeways like US 169 and I 35 are below grade or have more room (setbacks from properties) to add lanes with minimal community impacts.
- **EQUITY:** MnDOT has a history of placing the burden of roads on poor and diverse communities. The 252 freeway will do that yet again.
- **THREAT TO OUR CITY WATER SUPPLY:** Our city water supply wells are very close to 252. The sandy permeable soils in the surficial aquifer and the shallow bedrock wells makes our water supply vulnerable to toxic spills. A freeway greatly increases truck traffic and the risk of a toxic release poisoning our water supply.

HIGHWAY 252 SAFETY TASK FORCE

City Council Update September 9, 2024

Presenters

Lisa McNaughton

Tom Kouri

Tara McCarthy

Bill Newman

Stephen Cooper

Highway252.org

Council Regular Meeting

DATE: 9/9/2024

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

SUBJECT: ARPA Fund Update

Requested Council Action:

- *Staff request that the Council accept an update report on the American Rescue Plan Act funding.*

Background:

In 2020, the Federal Government responded to COVID by providing funding to state and local governments. This funding was made available through the governmental and tribal governments to address challenges related to COVID. Funding was made available through the CORONAVIRUS-19 CARES ACT. There was a total of $150 billion made available across the country. The State of Minnesota received $841 million and Brooklyn Center received a total of $2.433 million. Funding was used both internally and within community in the following ways:

-Touch Free Faucets, Entry Doors, Internal Doors
-HVAC upgrades-filtration air quality
-IT System updates and equipment
-Laptops, Monitors, Conference Room, Display Boards
-Emergency Response Systems Upgrades
-EOC Audio, Video, Communications
-Emergency Alert Systems
-Personal Protective Supplies and Equipment
-Enhanced Breathing Masks
-Letter Vacuum Hands Free Equipment
-CARS Pool and Event Podding
-Forgivable Loan (EDA reimbursement)
-Virtual Programming
-Senior I-Pads/Tablet Initiative
-Wi-Fi Neighborhood Parks
-Health on the Go
-Back to School Safety Kits
-Food Security and Community Service Grants
-Public Art Transit/Mental Health Initiative

COVID-19 was pernicious and severe. The negative impact on the health of people and the national economy lasted longer than what was anticipated. Thereby, in late 2021 additional funding was made available by the Federal Government through the American Rescue Plan Act (ARPA) funds. Nationally there

was a total of $1.9 billion made available of which Brooklyn Center received $3,264,133.

While CARES Act funding was directed as relief primarily to governments for addressing operational, health and safety needs, ARPA funding was to focus more on capacity, health and safety needs within communities.

Almost all of the funding has been either expended or committed. All funding must be committed by December, 2024. Funding has been used both internally and within community in the following ways:

-Small Business Resource Hub
-Food Access
-Commercial Property Development Fund
-Youth Outreach and Engagement
-Workforce Development Program
-LOGIS Software Upgrade/M365
-2024 Golf Course Transfer
-2024 Police Overtime
-LOGIS Software Conversion
-Digital Message Boards
-Code Red Emergency Notice System
-Police Retention Incentive
-Front Line Retention and Recognition Incentive
-Public Safety Project Manager
-Quantifit2 Respirator Testing System
-Air Filters
-Police Labor Study
-Public Art Matching Fund
-Central Beautification and Business Improvement District
-Health-On-The-Go
-Humboldt Neighborhood Peace, Harmony and Prosperity Small Area Plan

Staff will present both past and current use of ARPA funding.

Budget Issues:

Through the American Rescue Plan Act (ARPA) funds Brooklyn Center received $3,264,133.

Inclusive Community Engagement:

- Since June 2021, the City has coordinated with community partners, residents, local businesses, nonprofits and other city staff to develop an investment plan for the funds
- Evolving Brooklyn Center: A Community-Centered City
- Key areas critical to stabilizing community
  - Public Safety/Security
  - Economic Development
  - Public Health
  - Community Life Resources (food and housing)

•Cross-department staff team met to identify possible uses for funds and develop process for identifying allocation proposals.

•Community group convened twice over two weeks:

– Meeting 1: established guidelines and reviewed proposed programs and initiatives. Identified gaps.

– Meeting 2: Built consensus on priorities for use of funds and programs to be funded

Antiracist/Equity Policy Effect:

Through community engagement and use of funding, antiracist and equity values were incorporated.

Strategic Priorities and Values:

Maintain a strong financial position, Maintain and enhance public places, Improve community and employee safety, Provide quality services with fair and equitable treatment, Strengthen community and employee engagement in key decisions, Be an effective partner with other public entities, Strengthen and diversify business development and housing, Improve employees' experience

ATTACHMENTS:

Description	Upload Date	Type
PPT Presentation	9/6/2024	Cover Memo

Allocation of American Rescue Plan Act Funds - Update

Brooklyn Center City Council Presentation

Monday, September 9, 2024

CORONAVIRUS-19
CARES FUNDING

Available Funding and Use

- $150 billion CARES funding to support state, local and tribal governments.

- $841 million - States of Minnesota allocated $75.34 per capita to local governments

- $ 2.433 million – City of Brooklyn Center per capita share

Eligible Use and Requirements

- Necessary expenditures incurred due to the public health emergency with respect to COVID-19
- Not accounted for in the previously approved budget
- Incurred during the period March 1- thru December 30 (November 15 Minnesota rule)
- Unspent balance returned to medical facilities chosen by the City of Brooklyn Center
- Federal Legislation under consideration may extend deadline and may expand to include revenue replacement. Very uncertain at this time.

Staff Recommendation Priorities

- Personnel Costs
- Unemployment Costs (2nd & 3rd Quarters)
- Business Forgivable Loans
- Non-profit grant program
- Food Shelf Contributions
- Supply Costs/Equipment
- Other supplies

Anticipated Emergency Response and Health Related Costs

- Forgivable Loan (EDA reimbursement)
- Health related facility upgrades/improvements
  - Touch Free Faucets, Entry Doors, Internal Doors
  - HVAC upgrades-filtration air quality
- IT System updates and equipment
  - Laptops, Monitors, Conference Room, Display Boards
- Emergency Response Systems Upgrades
  - EOC Audio, Video, Communications, Emergency Alert Systems
- Personal Protective Supplies and Equipment
  - Enhanced Breathing Masks, Letter Vacuum Hands Free Equipment, CARS Pool and Event Podding, Virtual Programming, General PPE

Implementation of BC Beyond COVID-19 Innovation Pilots

- Senior I-Pads/Tablet Initiative
- Wi-Fi Neighborhood Parks
- Health on the Go
- Back to School Safety Kits
- Food Security and Community Service Grants
- Public Art Transit/Mental Health Initiative

American Rescue Plan Act (ARPA)

ARPA Funds - Background

- March 11, 2021 the American Rescue Plan Act was signed into law
- Provides $1.9 trillion in relief to respond to the COVID-19 pandemic
- Funding is primarily allocated based on population
- Brooklyn Center is projected to receive $3,264,133 in ARPA funds
- Half of the funds were received in 2021. The balance of fuds will be received in 2022.
- Funds must be spent by December 2024

ARPA Funds - Background

- When CARES Act funds were allocated in 2020, the timeline to spend down was very short. As a result, most of the funding went to cover costs incurred by the City, or were otherwise focused internally.
- CARES Act funding supported a variety of projects including HVAC system upgrades, employee wages, small business support, food shelf operations, and community innovative initiatives.
- The City abided by several principles including:
  - Erring on the side of safety of staff and the public
  - Recover or reimburse the City for expenditures made in response to the COVID-Pandemic
  - Helping residents survive, respond and thrive beyond (up to 18 months) the COVID-19 Pandemic

ARPA Funds - Background

Guiding Principles:

- Serving a clear and direct public purpose and benefit
- Take measures that err on the side of improving the safety/health of staff and the public related to the COVID-19 Pandemic
- Bolstering Long-term Communication Capacity between the City and residents (Citywide and Emergency communications – Electronic and otherwise) – promoting public health through encouraging vaccines, COVID awareness in general, Etc. Bolstering communications throughout the City related to events, facilities, accessibility, and services. Enhanced communication for various emergency and safety campaigns (i.e. code red, vaccines, etc.)
- Recovering or reimbursement for operational financial hardship
- Maximize use of funds to invest and increase capacity within the community to recover and thrive beyond the COVID-19 Pandemic
  - Year One - 60% community investment and 40% operational investment
  - Year Two - 70% community investment and 30% operational investment
- Use funding in a manner that provides long-term, multi-generational wealth building and economic stability.
- Use funding in a manner that lowers overall tax burden of residents
- Any new programs developed or funded with ARPA funds will have a sustainability plan for how they will continue after funding period is over.

Community Engagement Process

- City coordinated with community partners, residents, local businesses, nonprofits and other city staff to develop an investment plan for the funds
- Evolving Brooklyn Center: A Community-Centered City
- Key areas critical to stabilizing community
  - Public Safety/Security
  - Economic Development
  - Public Health
  - Community Life Resources (food and housing)
- Cross-department staff team met to identify possible uses for funds and develop process for identifying allocation proposals.

ARPA Funding Plan

- Out of the community engagement process, and through the work of identifying program funding, several themes arose around which ARPA funded initiatives revolved. The funding focuses on programs that:
  - Build capacity. This focus is achieved through leveraging existing assets in the community, strengthening partnerships and investing in community.
  - Center economic development and youth. A majority of the programs and initiatives that were prioritized through the community engagement process involved a focus on multi-generational wealth building and youth engagement.
  - Building community. The process to create the ARPA investment plan was imbedded in community, and involved community-based visioning. The funding centers around strengthening community partnerships and resources.

ARPA Funding Plan

- 75% of funding is allocated externally – with community partners
- 25% of funding is allocated on internal projects and initiatives
- ARPA Investment Plan allows for flexibility over time – adjustments may be needed as more information becomes known about individual initiatives
- Project will be moved forward based on timing and availability of funds
- Staff will provide annual report on the use of the funds and program implementation

ARPA Funding Plan

Program item	Key Area	Purpose/description	Cost *(Through 2024)*
External/Community Partnerships			
Workforce Development Program	Economic Development (Resident and Business Economic Stability)	Sub-grants to community parnter organizaitions to deliver workforce development training (Parntership with Brooklyn Park) Youth Entreprenuership Program - Expansion of Brooklynk Services and programming (Parnterhsip with Brooklyn Park) Connect higher barrier youth and Black Indigenous Person of Color (BIPOC) job seekers to jobs Career Pathways Program - Focused on Adult (24+) workforce development (Partnerhsip with Brooklyn Park)	$ 560,000
Youth Outreach and Engagement	Community Life Resources, Public Safety, Public Health, Economic Development	Contract with community partners to establish a Youth Outreach team Youth onBoards Online and in-person youth outreach to enhance and expand youth and family participation and engagement	$ 158,133
Commercial Property Development Fund	Economic Development (Business Economic Stability)	Establish a fund to support local small businesses with the acquisition of bricks and mortar real estate. Funds will be used to provide equity to leverage private lending, and to provide gap financing for commercial development that supports small businesses.	~~$700,000~~ $425,000
Food Access	Community Life Resources	Funding to support food distribution operations in the City and expand access through the cretion of a mobile food distribution program in partnership with CEAP and CAPI	$ 125,000
Small Business Resource Hub	Economic Development (Business Economic Stability)	Community-based space to support workforce development, co-working space, innovation lab, and hub for small business technical support	~~$250,000~~ $200,000

ARPA Funding Plan

Program item	Key Area	Purpose/description	Cost *(Through 2024)*
External/Community Partnerships			
Humboldt Neighborhood Peace, Harmony and Prosperity Small Area Plan	Community Life Resources	Develop a community-led vision for the future of the Humboldt Neighborhood that includes goals for housing, open space, streetscaping and business development. Identify short and longer-term implementation strategy and support an initial investment in the neighborhood to catalyze the vision.	~~$250,000~~ $200,000
Health on the Go	Public Health	Expand upon the partnerships created as part of the pilot Health on the Go program and expand services to residents	$ 225,000
Central Beautification and Business Improvement District	Public Safety and Community Life Resources	Utilize funds to establish a central Business Improvement District to enhane clean-up, snow removal, seasonal lights and greenery, and placemaking (programming to be designed in partnership with district businesses)	$ 75,000
Public Art Matching Fund	Community Life Resources	Funding to cost share public art initiatives on private property	$ 75,000
Daunte Wright Memorial	Community Life Resources	Commission art memorial	$ 25,000
External Total			~~$2,443,133~~ $2,043,133

ARPA Funding Plan

Program item	Key Area	Purpose/description	Cost *(Through 2024)*
Internal Programs/Initiatives/Revenue Replacement			
Digital Message Boards	Public Health, Public Safety	External digital message boards at City facilities to promote better commuication strategies	$ 122,000
Code Red	Public Health, Public Safety	Revenue replacement to pay for Code Red services for three years	$ 24,000
Police labor study	Public Safety	Study to determine number of police officers needed to maintain services	$ 130,000
Air Filters	Public Health	Installation of clean air filters in the cabs of fire trucks	$ 12,000
Quantifit2 respirator testing system	Public Health	Purchase a respirator testing system to test respirator fit - testing required annually	$ 13,000
Front Line Retention and Recognition Incentive	Community Life Resources	Provide hazzard pay for essential frontline employees who worked in-person through the pandemic	$ 28,000
Public Safety Project Manager	Public Safety	New position to assist with coordinating the Public Safety Resolution Implementation Committee. This includes 1 FTE and supplies for 12 months.	$ 150,000
Police Retention Incentive	Public Safety	This measure was taken as part of negotiations and a means to stabilize and retain police officers.	$ 192,000
Heritage Center		Revenue replacement for the Heritage Center - utilize funds to explore ways to expand and enhance the Heritage Center's community benefits	$ 150,000
Internal Total			**$ 821,000**

ARPA Funding Modification

Modified Programs/Initiatives/Revenue Replacement				
LOGIS Software Conversion	Operations	Internal efficiencies	$	200,000
2024 Police Overtime	Public Health & Safety	Cost recovery	$	69,238
2024 Body Worn Cameras	Public Safety	Data gathering tool	$	76,000
2024 Golf Course Transfer	Public Health & Recreation	Cost recovery	$	88,405
HR Salary Analysis	Operations	Internal staffing recovery	$	60,000
LOGIS Software Upgrade/M365	Operations	Internal efficiencies	$	106,022
Expanded Response	Public Health & Safety	Community health services/work space	$	55,000
City Hall Security Cameras	Public Safety	Data gathering tool	$	36,000
Modified Fund Total			**$**	**690,665**

Questions?

Council Regular Meeting

DATE: 9/9/2024

TO: City Council
FROM: Dr. Reggie Edwards, City Manager
THROUGH: N/A
BY: Elizabeth Heyman, Director of Public Works

SUBJECT: Resolution Approving the Adoption of the Emerald Ash Borer Mitigation Plan

Requested Council Action:

- *Motion to approve a resolution approving the adoption of the Emerald Ash Borer Mitigation Plan*

Background:

The City of Brooklyn Center has developed a comprehensive plan to mitigate the impact of the Emerald Ash Borer (EAB) on public ash trees in the community. EAB, a non-native beetle, has been responsible for significant damage to all native species of ash trees across Minnesota since its discovery in 2009. The insect burrows into the trees, consuming the phloem tissue, which disrupts the transportation of nutrients and water, leading to the eventual death of the tree within 2 to 7 years. The invasive pest is a serious threat to the City's urban forest. If not adequately managed, EAB infestations can brittle ash trees, creating safety hazards as weakened branches fall. The City's plan includes an ash tree removal program and a re-planting initiative. To read more about the Emerald Ash Borer Mitigation Plan, see its totality in the attachments.

Additionally, the City is a participant in Great River Greening's Urban and Community Tree Canopy Program, which is funded by a $10 million grant from the USDA Forest Service Urban and Community Tree Program. Great River Greening has also received grant funds from Minnesota's Environmental and Natural Resources Trust fund that will also help the City with EAB mitigation. Great River Greening just recently received official approvals to move forward with both grant funded initiatives. Public Works staff and Great River Greening are now moving forward on charting a partnership that will result in the removal of the large majority of the City's public ash trees and the re-planting of 700 trees across the City.

Public Works staff presented the draft plan to the Park and Recreation Commission on August 20, 2024. The Commission had no comments on the plan and recommended that the plan be brought before the City Council for adoption.

Budget Issues:

Adopting the Emerald Ash Borer Mitigation Plan has no impact on operating or capital budgets. Funding for EAB removal will largely come from the grant funding received by Great River Greening. The City also has an existing Hazardous Tree Management and Reforestation line item, which is $150,000 annually, that will help support this work.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

Maintain and enhance public places, Improve community and employee safety

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/12/2024	Resolution Letter
EAB Mitigation Plan	8/12/2024	Exhibit

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ADOPTION OF THE EMERALD ASH BORER MITIGATION PLAN

WHEREAS, the Emerald Ash Borer (EAB) is an invasive pest that has caused significant damage to ash trees across Minnesota, including the City of Brooklyn Center; and

WHEREAS, the City of Brooklyn Center recognizes the environmental, economic, and social value of its urban forest and the importance of managing the EAB threat to preserve this resource; and

WHEREAS, the City has developed an Emerald Ash Borer Mitigation Plan to address the removal of infested and at-risk ash trees, replanting with diverse species, and educating the public on EAB management strategies; and

WHEREAS, the adoption of this plan will allow the City to take a proactive approach in managing EAB, reducing the risks posed by dying trees, and ensuring the long-term health and diversity of the urban tree canopy;

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

1. The Emerald Ash Borer Mitigation Plan is hereby approved and adopted.

2. City staff is authorized to carry out the plan effective immediately.

_____ _____

Date Mayor

ATTEST: _____
City Clerk

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

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

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

DRAFT Emerald Ash Borer Mitigation Plan









City of Brooklyn Center
Emerald Ash Borer Mitigation Plan

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Introduction and Goals

The goal of this plan is to mitigate the damage of the insect Emerald Ash Borer on ash trees on public lands and rights-of-way in the City of Brooklyn Center. Emerald ash borer (EAB), *Agrilus planipennis*, is a non-native beetle that feeds on and causes widespread mortality in all native species of ash (genus *Fraxinus*). The insect bores into the tree, eating the phloem tissue, the innermost layer of bark, and disrupts the transportation of nutrients and water. If left alone, EAB can kill an ash tree in 2 to 7 years, depending on age, size, and initial tree vigor. This invasive pest that kills ash trees has been spreading through Minnesota since 2009. For an interactive map showing confirmed EAB infestations visit https://mnag.maps.arcgis.com/apps/webappviewer/index.html?id=63ebb977e2924d27b9ef0787ecedf6e9.

EAB has been found in Brooklyn Center and the Minnesota Department of Agriculture has confirmed infestations nearby (Brooklyn Park, Robbinsdale and Minneapolis). All ash trees will eventually succumb to EAB. EAB infestations cause trees to become brittle and a safety hazard.

Trees considered in this plan have been the subject of a City-wide inventory on public lands and rights-of-way. This inventory includes all public ash trees in landscaped areas of city parks, as well as trees in the boulevard or right-of-way of streets maintained by the city. At the time of writing, in the summer of 2024, the City of Brooklyn Center is responsible for 386 ash trees on municipal property. This total does not include ash trees on private properties, many of which are at or near the end of their natural life.

Because trees have many direct and indirect benefits, the impact of losing such a large population of trees in an urban area is important to consider when managing the pest. Trees allow for reduced electricity use for air conditioning in summer as they shade homes and businesses. The reduced energy use consequently lowers emissions. Trees also directly contribute to reductions in atmospheric CO2, through respiration and sequestration of carbon in their leaves and stems, as well as reductions in airborne particulate pollution. Another benefit of trees in the urban landscape is the reduction of storm water runoff through rainfall interception. Indirect benefits of urban trees to humans include reduced incidence of cardiovascular disease and asthma, faster recovery from surgery, increased physical activity, and increases in property values within communities.

This plan with help the City mitigate the impacts of the EAB infestation while working towards growing a healthy and diverse tree canopy across the City.

Public Ash Trees

Trees in the city's inventory include all public ash trees in landscaped areas of city parks, as well as trees in the boulevard or right-of-way of streets maintained by the City including ash trees in natural or greenspace areas owned by the City. Public and park ash trees will be selectively removed, and in very rare cases treated, or managed by the City of Brooklyn Center.

Private Trees

Treatment or removal of trees on private land will be the full responsibility of the owners. Trees on private property will be expected to be treated or removed at the owner's expense. The City of Brooklyn Center is not responsible for any damages or injury caused by trees on private land. Resources are available on the City's webpage for licensed arborists and contractors who can legally remove trees safely, at https://www.brooklyncentermn.gov/government/departments/public-works/forestry.

Ash Tree Removal Program

The City of Brooklyn Center will proactively manage ash trees by removing them before they become

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infested or hazardous, starting with the weakest ones (those with high or medium risk ratings, planted under utility lines, or smaller trees). This approach spreads the costs over several years, avoiding the need for many emergency removals due to infestations or severe weather. The focus will be on areas with the most damaged or densely packed ash trees, and decisions will be made based on tree condition and the City Forester's judgment. The removal process, which started in Fall 2019, is expected to continue until 2028, depending on available funding.

Re-planting Program

Tree planting will be performed with the aim of maintaining a diverse and healthy urban forest. The replanting of replacement trees will take place as close as possible to where ash trees are removed. Plantings will occur in the spring and fall seasons to optimize survival. All re-plantings will be conducted by City employees and subcontractors; at a replacement rate of 1:1 or greater.

Species selected for replanting will be chosen to help foster a diverse and healthy tree canopy. As conditions allow, tree species that are currently less common will be prioritized to eventually develop a diverse tree population consisting of no more than 20% per genus, 10% per species, and no more than 5% of one species in any one location. To see a list of City approved tree species, please visit the City's website at, https://www.brooklyncentermn.gov/government/departments/public-works/forestry

Chemical Treatment

The City will not treat any ash trees on public lands, parks and/or rights-of-way. A 2023 tree inventory showed that all public ash trees were found to be so degraded that chemical treatment would not be an effective treatment. Instead, the city will be focusing its time and resources on ash removals, coupled with replanting at a rate of 1:1 or greater.

Education

Disseminating information on EAB to the public will occur through mailings, newsletters, public presentations, facility/event displays, and online resources available online on the city's webpage. Staff has participated in numerous metro, state and national level meetings to discuss approaches, history and the future of EAB.

Contingencies and Emergency Events

In the event that there are significant hindrances to the continuation of the EAB plan, the program may be delayed or accelerated by the Public Works Director or their designee. Such significant events may be categorized as catastrophic weather events, budgeting constraints, equipment failure, or lack of resources. Other contingencies may increase priority of ash tree removal.

Ash Wood Disposal

Movement of ash wood waste with bark and sapwood intact, green lumber, ash nursery stock, and all hardwood firewood is regulated by the Minnesota Department of Agriculture. Movement from a quarantine area to a non-quarantine area is prohibited within the State of Minnesota. A secured collection and staging area will be established by the City. This site will be available for City of Brooklyn Center staff and tree contractors working for the City to dispose of ash trees, limbs, and wood chips.

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Budget

Ash Tree Removals

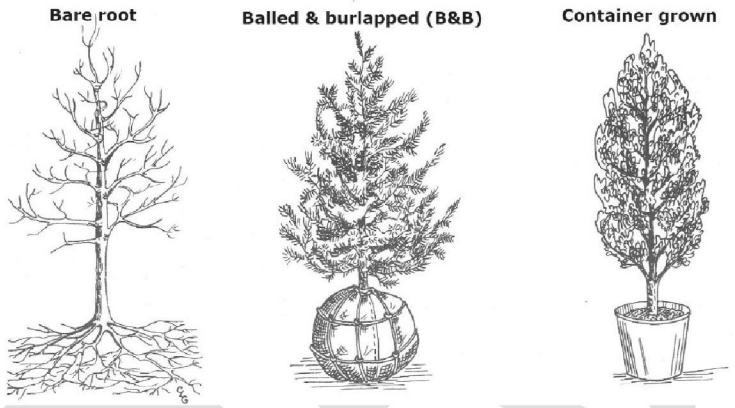
The estimated typical cost of removal and stump grinding per tree is approximately $1,500, however that cost can be much higher if a tree is larger or in a location that is difficult to access (i.e. close to a power line). Therefore, the total estimated removal cost of Brooklyn Center's ash trees is $750,000 - $1,000,000.

Replanting Program

The cost of replacing and replanting trees is driven by two main things: the stock type of the new tree and tree maintenance costs during the establishment period.

STOCK TYPE

Stock type refers to how the tree sapling has been grown. Stock types includes bareroot, containerized, and bland and burlap, as shown in the figure below. The costs of each type of stock vary, with bald and burlap being the most expensive, followed by containerized, and then bareroot. When choosing a stock type, the type of planting equipment available as well as the planting location must be considered.



Three different types of tree stock

MAINTENANCE DURING ESTABLISHMENT PERIOD

Necessary maintenance tasks during the establishment period for a tree include watering, staking (i.e. attaching anchors to a sapling to help it grow straight), and mulching.

TREE SURVIVAL RATE

Given the many unpredictable variables (i.e. storms, extreme droughts, etc.) that can influence a tree re-planting program, it is important to factor in expected tree survival rates when planning for program funding. It can be expected that, despite proper maintenance, up to 15% of new trees will not survive the establishment period.

Taking all three planting components (i.e. stock type, maintenance needs, tree survival rates) into account, it is expected that the re-planting program will cost $160,000 - $200,000.

Funding

Starting in 2023, the city has set aside $150,000 annually in the Hazardous and Diseased Tree Capital

Improvement Program. This program covers the cost of tree removal, stump grinding, and tree care maintenance (i.e. watering, etc.). Moreover, the program funding is used for matching dollars for EAB grant programs. Leveraging local funds has helped City staff accelerate EAB mitigation strategies.

Additionally, the City is partnering with Great River Greening, a Minnesota non-profit, on EAB mitigation. Great River Greening is the recipient of multiple large federal and state grants related to urban forestry. City staff will be working closely with the non-profit on ash tree removals and tree replanting across the City.

Development

Developers will not be permitted to plant ash trees that are subject to Emerald Ash Borer. As part of the development review process, the City will recommend that developers remove ash trees from all development sites. Developers are encouraged to align development or redevelopment plans with the City's tree bio-diversity goal; aiming towards 20% per genus, and 10% per species, and no more than 5% of one species in any one location.

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Appendix A

Structural Problems

Codominant stems



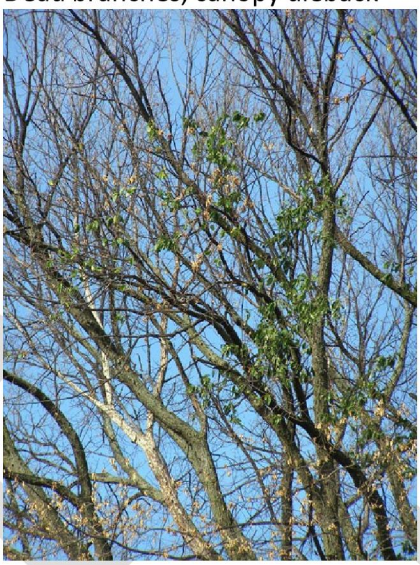
Cracks or splits in the trunk



Mechanical damage



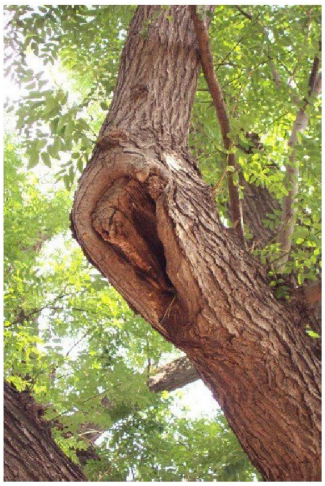
Dead branches, canopy dieback



Detached branches



Internal decay



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