

Council Study Session

VIRTUAL meeting being
conducted by electronic
means in accordance with
Minnesota Statutes, section
13D.021 Public portion
available for connection via
telephone Dial: 1-312-535-
8110 Access Code: 280
470 577
May 26, 2020

AGENDA



The City Council requests that attendees turn off cell phones and pagers during the meeting. A copy of the full City Council packet is available to the public. The packet ring binder is located at the entrance of the council chambers.

- 1. City Council Discussion of Agenda Items and Questions - 6 p.m.**
- 2. Miscellaneous**
 - a. Report to City Council Regarding Tobacco Regulations
- *Continue discussion on bringing tobacco regulations to an upcoming worksession*
 - b. Local Emergency Limit of Five (5) person vs. Ten (10) State Limitation for Public Gatherings
Direction regarding Local Emergency Provision
- 3. Discussion of Work Session Agenda Item as Time Permits**
- 4. Adjourn**

Council Study Session

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Cornelius Boganey, City Manager

SUBJECT: Report to City Council Regarding Tobacco Regulations

Background:

At the May 11, 2020, Study Session meeting, Councilmember Ryan and Councilmember Kris Lawrence-Anderson indicated they met with Emily Anderson from Smoke-Free Minnesota and Jess Nolan from the American Heart Association to discuss proposed revisions to the cigar pricing ordinance.

Ms. Anderson and I had a fairly robust conversation regarding the issues that she is asking the Council to consider. Based on the data collected she and her organization believe that one way to reduce the costs health associated with smoking is to increase the purchase price of tobacco products. In addition she her organization would like to present information that illustrates that flavored and menthol tobacco products make it easier to start or more difficult to quit using tobacco products, In addition menthol products are particularly attractive to particular communities, including, African America, Native America, LGBTQ and Youth. In addition she indicated that the data does not support the argument the sales of tobacco products are essential to convenience store profitability and the Economic impact on health care and lost work productivity are exceptionally high.

Thus far several cities have taken steps to restrict or ban flavored/menthol tobacco products (attached). This discussion tonight is to confirm the Council wants to go forward with scheduling a work session item.

Strategic Priorities and Values:

Enhanced Community Image

ATTACHMENTS:

Description	Upload Date	Type
Information	5/20/2020	Backup Material

What Are Other Minnesota Communities Doing?

- In 2015 and 2016, Minneapolis and Saint Paul were the first cities in Minnesota to restrict fruit- and candy-flavored tobacco products to adult-only stores.
- In 2017, with support from the Minnesota Menthol Coalition, Minneapolis and Saint Paul added menthol to their flavored tobacco restriction. I
- Since then, other Minnesota cities have restricted or fully banned the sale of flavored tobacco products.
- As of January 2020, Shoreview, St. Louis Park, Robbinsdale and Rushford restrict the sale of fruit- and candy-flavored tobacco products. Duluth, Falcon Heights, Mendota Heights, Lauderdale, Lilydale, Hennepin County and Golden Valley have restricted or banned the sale of all flavored tobacco products, including menthol.

Council Study Session

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Cornelius Boganey, City Manager

SUBJECT: Local Emergency Limit of Five (5) person vs. Ten (10) State Limitation for Public Gatherings

Background:

ON March 17th the City Council approved the Mayoral Local Emergency Declaration. The declaration included the following provision. In accordance with the latest advise from health professionals, events and other social interactions involving gatherings of five or more people to be avoided.

This local provision is inconsistent with the limitations established by the Governor and the CDC which advise that groups of 10 or more unrelated persons should be avoided. We believe this local language conflict adds more confusion than value to the general public and staff who are expected to abide by it. In the future it may create barriers to the City's ability to provide programming for youth and others seeking City services.

Is the Council interested in amending the Local Emergency declaration so that it is consistent with Governors orders?

Budget Issues:

CITY COUNCIL MEETING

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AGENDA



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

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

I will first call on those who notified the Clerk that they would like to speak during open forum, and then I will ask if anyone else connected to this meeting would like to speak. When I do, please indicate your name and then proceed when I call on you. Please be sure to state your name and address before speaking.

2. Invocation - 7 p.m. - Ryan

3. Call to Order Regular Business Meeting

This meeting is being conducted electronically under Minnesota Statutes, section 13D.021 due to the pandemic. For those who are connected to this meeting, please keep your microphone muted. If there is an opportunity for public comment, you may unmute and speak when called upon. Please do not talk over others and anyone being disruptive may be ejected from the meeting. The packet for this meeting is on the City's website, which is linked on the calendar or can be found on "City Council" page.

4. Roll Call

5. Pledge of Allegiance

6. Approval of Agenda and Consent Agenda

The following items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered at the end of Council Consideration Items.

a. Approval of Minutes

- Motion to approve the following minutes:

- *May 11, 2020 Study Session*
 - *May 11, 2020 Regular Session*
 - *May 11, 2020 Work Session*
- b. Approval of Licenses
- *Motion to approve licenses as presented*
- c. Resolution Approving the Labor Agreement for Law Enforcement Labor Services (LELS) Local 82 (Police Officers and Detectives) and the City of Brooklyn Center for the Calendar Year 2020
- *Approve the resolution for the labor agreement between the City of Brooklyn Center and Law Enforcement Labor Services (LELS) Local 82 for the period of January 1, 2020 - December 31, 2020.*

7. Presentations/Proclamations/Recognitions/Donations

- a. Transition from Uniform Crime Reports (UCR) to National Incident-Based Reporting System (NIBRS)
- *No Council action requested at this time*

8. Public Hearings

The public hearing on this matter is now open. I will first call on those who notified the Clerk that they would like to speak to this matter, then I will ask if anyone else on this meeting would like to speak during this hearing. When I do, please indicate your name and then proceed when I call on you. Please be sure to state your name and address before speaking.

9. Planning Commission Items

10. Council Consideration Items

11. Council Report

12. Adjournment

Council Regular Meeting

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Approval of Minutes

Background:

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

Budget Issues:

- None

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
5-11 Study Session	5/20/2020	Backup Material
5-11 Regular Session	5/20/2020	Backup Material
5-11 Work Session	5/20/2020	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
MAY 11, 2020

CALL TO ORDER

The Brooklyn Center City Council met in Study Session called to order by Mayor Mike Elliott at 6:00 p.m. The meeting was conducted via Webex.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CITY COUNCIL DISCUSSION OF AGENDA ITEMS AND QUESTIONS

City Manager Curt Boganey requested that Consent Agenda Item 6c, Ordinance amending Chapter 3 of the City Code of Ordinances, be moved to Regular Session Agenda Item 10b, to allow for presentation of background information by City Staff.

Mayor Elliott requested that Consent Agenda Item 6d, Resolution expressing support for converting Highway 252 from an at-grade expressway to a graded separated freeway, be moved to Item 10c, for City Council discussion.

Councilmember Ryan stated he and Councilmember Kris Lawrence-Anderson met recently with Emily Anderson from Smoke Free Minnesota and Jess Nolan from the American Heart Association to discuss proposed revisions to the cigar pricing Ordinance. He added he requested that Mr. Boganey arrange for a review of this issue by City Staff. He noted he would like to discuss this issue at an upcoming Work Session. Mr. Boganey agreed.

DISCUSSION OF WORK SESSION AGENDA ITEMS AS TIME PERMITS

CONCEPT REVIEW – 61ST AVENUE AND BROOKLYN BOULEVARD

Community Development Director Meg Beekman reviewed a proposal from CNR Homes for a multi-family housing development on vacant, EDA-owned property at 61st Avenue and Brooklyn Boulevard. She added the developers were available at tonight's meeting to answer questions and provide information.

Ms. Beekman stated this is an informal review and non-binding discussion with the prospective developer. She added this is an opportunity for the City Council to review the proposal, provide comments and ask questions.

Ms. Beekman stated the proposed development would be located on two sites made up of 4 vacant EDA-owned parcels. The proposal is for triplex units in 6 structures on one site and 7 structures on the other site, for a total of 39 units. Zoning code requires 2 parking stalls per unit. The buildings would have the look and feel of large single-family, high quality homes, with patios and lawn space between them.

Ms. Beekman stated the 61st Avenue site would have primary ingress and egress off of 61st Avenue, with a right only exit on Brooklyn Boulevard. She added northern parcel would have primary access from Lee Avenue. She noted the developer is a builder and remodeler of single-family homes and is not requesting subsidies.

Ms. Beekman stated the current property lines are not conducive to this project and the property would need to be re-platted. She added a preliminary and final plat would be required before the proposed projects could move forward.

Ms. Beekman stated the City's 2040 Comprehensive Plan includes an overlay district along the Brooklyn Boulevard corridor that would allow for higher intensity land uses and identifies the area as "neighborhood mixed-use". Parcels along the corridor were re-guided to align with that future land use.

Councilmember Ryan stated direct driveway access from homes along Brooklyn Boulevard is problematic in terms of traffic safety. Ms. Beekman agreed, adding the proposed developments would combine the existing four driveway access points onto Brooklyn Boulevard into one access point.

Councilmember Ryan asked whether it is feasible for the development to be under the required 2 parking stalls per unit. Ms. Beekman stated that issue will be reviewed as part of City Staff's analysis. She added the overall parking for both locations meets requirements. She noted concerns about parking at the northern site have been addressed in the site plan.

Councilmember Ryan stated residents would probably park on Lee Avenue if the limited amount of parking becomes an issue for them.

The developer representing CNR homes stated he appreciates the opportunity to present their proposal to the City Council. He added this proposed development is important to him as he grew up in Brooklyn Center, and has ties to the City. He noted he and his partner have been in the construction business for 28 years, and they want to bring a product to Brooklyn Center that will be a higher end rental development at affordable rates, that will help to stabilize the neighborhood.

The developer stated they intend to have high quality units and amenities, similar to what has been done at Earle Brown Terrace now call the Lux Apartments

Mayor Elliott asked, in terms of affordability, how the developers can build a quality product and make it affordable. He asked who will be able to afford to live in these properties.

The developer stated the triplexes will have three-bedrooms and will be appropriate for families with children. He added there is a tremendous need for 3-bedroom apartments in the metro area.

ADJOURN STUDY SESSION TO INFORMAL OPEN FORUM WITH CITY COUNCIL

Mayor Elliott adjourned the Study Session to Open Forum at 6:53 p.m.

RECONVENE STUDY SESSION

The Study Session was reconvened at 6:54 p.m.

CONCEPT REVIEW – 61ST AVENUE AND BROOKLYN BOULEVARD (Cont'd)

Councilmember Butler asked why the City Council is being asked to enter into an agreement if the proposal has not been vetted by City Staff.

Ms. Beekman stated it is common for developers to seek a preliminary development agreement, which is not a binding agreement, but serves as a letter of intent between the developer and the Economic Development Authority (EDA). She added City Staff will work with the developer to draft a preliminary agreement for City Council review and consideration at a future date.

Councilmember Graves asked how many potential preliminary agreements can be considered at one time, for the same site. Ms. Beekman stated these properties are not being marketed by the City, so it would be unlikely that there would be additional agreements presented to the City. She added it is conceivable that there could be multiple proposals at one time.

Councilmember Graves stated she finds the proposal conceptually interesting. She added she has other questions that would need to be reviewed before making a formal decision.

The developer stated Mayor Elliott asked a question about who would be able to afford to live in these properties. He added the prices have been structured so that they are affordable and similar to a 3-bedroom unit at Section 8 rents. He noted the 3-bedroom units would be affordable for a family that would be able to afford a market rate apartment.

The developer stated their goal is a long-term relationship with Brooklyn Center because of their ties to the community. He expressed their desire to spend market rate dollars for affordable housing in Brooklyn Center while supplying a higher end product. He added they have already invested approximately \$40,000-50,000 in the planning process and want to continue to invest in this project.

Mayor Elliott thanked the developers and Ms. Beekman for presenting this proposal.

Discussion of this item continued and reached conclusion at the May 11, 2020, Work Session.

ADJOURNMENT

Mayor Elliott adjourned the Study Session at 7:00 p.m.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
CITY OF BROOKLYN CENTER)

ss. Certification of Minutes

The undersigned, being the duly qualified and appointed City Clerk of the City of Brooklyn Center, Minnesota, certifies:

1. That attached hereto is a full, true, and complete transcript of the minutes of a Study Session of the City Council of the City of Brooklyn Center held on May 11, 2020.
2. That said meeting was held pursuant to due call and notice thereof and was duly held at Brooklyn Center City Hall.
3. That the City Council adopted said minutes at its May 26, 2020, Regular Session.

Barbara Suciu, City Clerk

Mike Elliott, Mayor

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
MAY 11, 2020

1. INFORMAL OPEN FORUM WITH CITY COUNCIL

CALL TO ORDER INFORMAL OPEN FORUM

The Brooklyn Center City Council met in Informal Open Forum called to order by Mayor Mike Elliott at 6:53 p.m. The meeting was conducted via Webex.

ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, Community Development Deputy Director/HRA Specialist Jesse Anderson, Police Chief Tim Gannon, City Clerk Barb Suci, and City Attorney Troy Gilchrist.

Mayor Elliott opened the meeting for the purpose of Informal Open Forum.

No one wished to address the City Council.

Mayor Elliott closed Informal Open Forum at 6:54 p.m.

2. INVOCATION

Mayor Elliott read the following quotes for the Invocation:

“Alone, we can do so little. together, we can do so much.” -Helen Keller

“There is no power for change greater than a community discovering what it cares about.” -Margaret Whitney

Mayor Elliott stated the global pandemic has devastated communities and posed challenges across the world and in the Brooklyn Center community. He expressed his belief that there is power in the community to come together during this time of struggle.

Mayor Elliott stressed the importance of caring for the most vulnerable community members, and those who will bear the greatest impact of the virus.

3. CALL TO ORDER REGULAR BUSINESS MEETING

The Brooklyn Center City Council met in Regular Session called to order by Mayor Mike Elliott at 7:05 p.m.

4. ROLL CALL

Mayor Mike Elliott and Councilmembers Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, Community Development Deputy Director/HRA Specialist Jesse Anderson, Police Chief Tim Gannon, City Clerk Barb Suci, and City Attorney Troy Gilchrist.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

Councilmember Butler moved and Councilmember Graves seconded to approve the Agenda and Consent Agenda, as amended to remove Item 6c, Ordinance Amending Chapter 3 of the City Code of Ordinances, for consideration as Item 10b and to remove Item 6d, Resolution Expressing Support for Converting Highway 252 from an At-Grade Expressway to a Graded Separated Freeway, for consideration as Item 10c, and the following consent items were approved:

6a. APPROVAL OF MINUTES

-None.

6b. LICENSES

AMUSEMENT DEVICE LICENSE

Metro Coin of Minnesota	7260 Washington Ave S Eden Prairie 55344
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GARBAGE HAULER

Curbside Waste	4025 85th Ave N Brooklyn Park 55443
Darling Ingredients	9000 382nd Ave Blue Earth 56013
Dick's Sanitation Service Inc	8984 215th Street West Lakeville 55044

MECHANICAL LICENSE

4FrontEnergy Solutions	3230 Gorham Ave Ste 1 St Louis Park, 55426
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AES Mechanical Services Group Inc	2171 AL Hwy 229 Tallasse, AL 36078
Air Mechanical Inc	16411 Aberdeen St NE Ham Lake, 55304
B&D Plbg, Htg, & A/C	4145 MacKenzie Ct St Michael, 55376
Blue Ox Heating & Air LLC	5720 International Pkwy New Hope, 55428
Burnsville Heating & A/C, Inc	3451 Burnsville Pkwy Ste 120 Burnsville, 55337
CenterPointEnergy	6161 Golden Valley Rd Golden Valley, 55422
Centraire Htg & A/C Inc	6811 Washington Ave S Edina, 55439
Corporate Mechanical	5113 Hillsboro Ave N New Hope, 55428
Corval Constructors, Inc	1633 Eustis St St Paul, 55108
D J'S Heating & Air Cond.	6060 LaBeaux Ave NE Albertville, 55301
Di5er Inc	820 Tower Drive Medina, 55330
Elite Refrigeration Heating & A/C, LLC	9324 November Dr St Joseph, 56374
Elk River Heating & Air Conditioning Inc	11110 Industrial Cir NW #F Elk River, 55330
Genz-Ryan Plbg & Htg	2200 W Hwy 13 Burnsville, 55337
Glowing Hearth & Home	100 Eldorado Dr Jordan, 55352
Go Fetsch Mechanical LLC	565 Shoreview Park Rd Shoreview, 55126
Harris St Paul Inc	909 Montreal Cir St Paul 55102
Hoffman Refrigeration & Heating	5660 Memorial Ave N Stillwater, 55082
Home Energy Center	2415 Annapolis Ln N Ste 170 Plymouth, 55441
Homeworks Services Co	1230 Eagan Industrial Rd #117 Eagan, 55121
Horwitz Inc	7400 49th Ave N New Hope, 55428
Infinity Heating & Air Conditioning LLC	1017 Meadowwood Dr Brooklyn Park, 55444
KraH Contracting LLC	3415 Ventura Dr Ste 100 Woodbury, 55125

McChesney Heating & Air	8201 175th Ave SE Becker, 55308
McDowall Company	PO Box Waite Park, 56387
Metropolitan Mechanical Contractors	7450 Flying Cloud Dr Eden Prairie, 55344
Minnesota Petroleum Service	682 39th Ave NE Minneapolis, 55421
Minnetonka Plumbing, Inc	520 River Street S Delano, 55328
Neighborhood Plbg & Htg	130 Broadway Ave N Foley, 56329
Northern Heating & A/C Inc	9431 Alpine Dr NW Ramsey, 55303
Quality Refrigeration	6237 Penn Ave S #100 Richfield, 55423
Quality Systems A/C & Refrigeration	16847 Welcome Ave SE Prior Lake, 55372
RTS Mechanical LLC	725 Tower Dr Hamel, 55340
Ray Welter Htg Co	4637 Chicago Ave S Minneapolis, 55407
Royalton Heating & A/C	4120 85th Ave N Brooklyn Park, 55443
Sabre Plumbing, Heating & A/C	15535 Medina Rd Plymouth, 55447
St Cloud Refrigeration	604 Lincoln Ave NE St Cloud, 56304
Schadegg Mechanical, Inc	225 Bridgepoint Dr So. St Paul, 55075
South-Town Refrigeration	6325 Welcome Ave N Ste 200 Brooklyn Park, 55429
Standard Heating & A/C	130 Plymouth Ave N Minneapolis, 55411
Treated Air Conditioning	9954 166th Court Becker, 55308

SIGNHANGER'S LICENSE

Archetype Sign Makers	9611 James Ave S Bloomington, 55431
Elements Inc	10044 Flanders Ct NE Ste 100 Blaine, 55449
Jones Sign Company	1711 Scheuring Rd DePere, WI, 54115
Pajor Graphics Inc	1301 Washington Ave N Minneapolis, 55411
Scenic Sign	Company PO Box 881 St Cloud, 56302
Signart Company	2933 Mondovi Rd

Spectrum Sign Systems Inc	Eau Claire, WI, 54701 8786 W 35W Service Dr NE Blaine, 55449
Topline Advertising	11775 Justen Circle #A Maple Grove, 55369

RENTAL

INITIAL (TYPE IV – one-year license)

5019 61st Ave N	Emmanuel Togbah
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INITIAL (TYPE III – one-year license)

3141 49th Ave N	Matthew Forster/Elbrus Mgt
6418 Girard Ave N	Genet Mahalu Gashaw

INITIAL (TYPE II – two-year license)

5353 72nd Circle	Donovan Gilbert / N & G Financial
3818 Burquest Lane	Ayan I Yusuf/Loving Touch Inc

RENEWAL (TYPE IV – one-year license)

2208 69th Ave N	Eli Mash/3511 Fremont LLC - Mitigation Plan Not Met, Missing Crime Free Housing
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RENEWAL (TYPE III – one-year license)

5316 Colfax Ave N	FYR SFR BORROW LL
5420 Fremont Ave N	Ross Herman
5426 Fremont Ave N	Matthew Klein

RENEWAL (TYPE II – two-year license)

5712 Bryant Ave N	FYR SFR BORROW LL
7019 Morgan Ave N	Cory Lee McClure / Candlewood Home Buyers
6900 Quail Ave N	Michael Johnson

RENEWAL (TYPE I – three-year license)

5305 67th Ave N	Sai Yang
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- 6c. **ORDINANCE NO. 2020-04 AMENDING CHAPTER 3 OF THE CITY CODE OF ORDINANCES** This item was considered as Agenda Item 10b.
- 6d. **RESOLUTION NO. 2020-044 EXPRESSING SUPPORT FOR CONVERTING HIGHWAY 252 FROM AN AT-GRADE EXPRESSWAY TO A GRADED SEPARATED FREEWAY** This item was considered as Agenda Item 10c.
- 6e. **RESOLUTION NO. 2020-039 IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT (LCDA) FUNDING**

AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDS

- 6f. RESOLUTION NO. 2020-040 IN SUPPORT OF THE MEDICARE FOR ALL ACT OF 2019 AND RESOLUTION 2020-041 SUPPORTING THE MN HEALTH PLAN**
- 6g. RESOLUTION NO. 2020-042 AUTHORIZING LETTER OF SUPPORT FOR LEGISLATION TO PROVIDE FUNDING FOR SMALL BUSINESSES**

Councilmembers Graves and Butler and Mayor Elliott voted aye. Councilmembers Lawrence-Anderson and Ryan voted nay. Motion passed.

7. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS/DONATIONS

7a. RECOGNITION OF POLICE WEEK AND PEACE OFFICER'S MEMORIAL DAY

Mayor Elliott read a Resolution in recognition of Police Week and Police Officer's Memorial Day. Mayor Elliott expressed his appreciation for the work of the Police Department in protecting the community.

Councilmember Butler moved and Councilmember Ryan seconded to adopt RESOLUTION NO. 2020-045 Recognizing Police Week and May 15, 2020 as Peace Officer's Memorial Day.

Motion passed unanimously.

7b. THE 2020 BIENNIAL BODY WORN CAMERA AUDIT

Police Chief Tim Gannon gave a presentation on the Brooklyn Center Police Department's Biennial Body Worn Camera (BWC) Audit, required by State statute. The City's BWC Program began in 2017 after a brief trial period, and an independent audit was conducted in 2019, which revealed 3 discrepancies: period for retention of data is inconsistent with software compatibility; determination of whether deleted data in server log report was appropriately destroyed; and use of agency-issued portable recording systems.

Police Chief Gannon stated, with regard to inconsistent retention periods, significant changes were added to classification levels when BWC's were fully implemented.

Police Chief Gannon stated, with regard to software incompatibility, City Staff are working with the software provider to develop a new data query which would pull the necessary information from server logs.

Police Chief Gannon stated, with regard to portable recording systems, the BWC policy has been updated to include statutory language related to use of portable recording systems that have been issued and are maintained by the agency.

Police Chief Gannon stated the audit results must be provided to the Legislative Commission on Data Practices within 60 days of the completion of the audit. A copy of the final report of March 22, 2020 was forwarded to the Commission on April 7, 2020.

Councilmember Graves asked whether the second discrepancy related to software, whether it would make sense to include the date of incident and the date the record was deleted. Police Chief Gannon stated that data is already captured. He added the classification is what was missing.

Councilmember Ryan asked whether other information or references are included in the record so the incident data can be retrieved. Police Chief Gannon stated there is an opportunity for the Officer to leave notes in the file, but the classification is lacking. He added the auditor could review case information, but it was considered a discrepancy as there was no classification. He noted City Staff are working with the software provider to make sure that does not happen again.

Mayor Elliott asked how many videos were missing the required classification. Police Chief Gannon stated he does not have the total number of videos, as the auditor did a random sampling. He added the audit showed the videos that were deleted and counted them toward the discrepancy.

Mayor Elliott stated the classification and retention chart showed that unclassified videos are retained for 90 days. He asked what the circumstances would be wherein a video would go unclassified. Police Chief Gannon stated an Officer may start recording inadvertently and then stop recording, and that would be considered unclassified. He added the classification in that case would be “test” or “accidental”.

Mayor Elliott asked whether there is a process wherein videos are checked to ensure they have the correct classification. Police Chief Gannon stated videos are randomly checked, as the number of videos recorded during a single shift is extremely high. He added priority videos, such as an arrest or use of force, are inspected by a supervisor, and the case is reviewed by a detective. He noted a classification would be provided in that case.

City Manager Curt Boganey thanked Police Chief Gannon for his presentation. He expressed his appreciation to the entire Police Department for a positive report. He noted the discrepancies are technical in nature and all indications suggest the Department has done everything possible to comply with the spirit of the audit, and requirements of statutory legislation, and has had a positive outcome. He commended the Police Chief for his leadership in this process, and for doing an outstanding job.

Mr. Boganey stated City Staff recommends that the City Council accept the audit, rather than approve it, as noted on the meeting agenda.

Councilmember Ryan moved and Councilmember Butler seconded to accept the Brooklyn Center Police 2020 Biennial Body Worn Camera Audit.

Motion passed unanimously.

8. PUBLIC HEARINGS

-None.

9. PLANNING COMMISSION ITEMS

-None.

10. COUNCIL CONSIDERATION ITEMS

10a. RESOLUTION NO. 2020-043 APPROVING A GRANT PROGRAM TO SUPPORT LOCAL NONPROFIT ORGANIZATIONS

Ms. Beekman reviewed a proposal for emergency funding support for local non-profit organizations in Brooklyn Center. She reviewed the background leading to this proposal, including a Resolution approved by the City Council authorizing funding for local organizations for emergency food assistance, which has been fully utilized and spent. She stated City Staff were contacted by the Organization of Liberians in Minnesota (OLM) about potential funding support.

Ms. Beekman stated City Staff have recognized the need from other organizations, including OLM, who are trying to provide assistance to local residents through emergency support services. She added Brooklyn Park adopted a program with an open application process, and City Staff have adopted that model to create the proposed funding support process.

Ms. Beekman stated a grant program would provide funding up to \$3,000 for eligible local nonprofit agencies operating within Brooklyn Center, that serve residents. Funds would be available to provide emergency services including food, shelter, and critical life safety needs, and must be spent by September 1, 2020. She noted organizations that have already received emergency funding from Brooklyn Center would not be eligible.

Ms. Beekman stated, in terms of scoring criteria for recipients, organizations will be asked to enter a grant agreement, and provide a monthly email update to summarize how funds are being used, as well as final report upon completion of the program. She added, if the program is approved this evening, the application period would open Friday, May 15, 2020 with a deadline of May 25, 2020, and applications would be reviewed and scored by an internal staff committee. Selected applicants would enter an agreement the week of June 1, 2020, with funds available within 1 week.

Ms. Beekman stated a total of \$12,000 would be available for this program from the General Fund. She added City Staff will engage in outreach to local organizations and nonprofits increase awareness of the grant program.

Ms. Beekman stated City Staff recommends approval of the establishment of a local nonprofit emergency grant program.

Councilmember Butler asked whether City Staff received a request for funding from OLM, and what services they provide for residents. Ms. Beekman stated representatives from OLM contacted City Staff via email about a funding program similar to Brooklyn Park's program. She added OLM represents local Liberian communities, providing numerous services that are not being met directly by food shelves and other sources.

Mayor Elliott moved and Councilmember Graves seconded to adopt Resolution No. 2020-043 Approving a Grant Program to Support Local Nonprofit Organizations.

Motion passed unanimously.

10b. ORDINANCE NO. 2020-04 AMENDING CHAPTER 3 OF THE CITY CODE OF ORDINANCES

Community Development Deputy Director/HRA Specialist Jesse Anderson reviewed a proposed amendment to Chapter 3 of the City Code, adopting the 2020 State Building Code and 2018 International Building Code. He added the proposed language changes will provide clarified interpretation of the Code. He reviewed proposed changes including modification of egress window requirements; additional roof access requirements for solar energy systems; deck requirement clarifications; and clarification of residential codes for tiny homes.

Mr. Anderson stated, if approved, a public hearing and second reading will be scheduled for June 8, 2020.

Mayor Elliott asked whether tiny homes are allowed in the City's zoning code. Community Development Director Meg Beekman stated the Zoning Code requires that single family homes have a solid foundation that is a minimum of 20 feet in length. She added tiny homes are not prohibited, but they would have to meet these requirements. She noted the Zoning Task Force is not reviewing requirements for tiny homes.

Mayor Elliott asked whether current energy efficiency requirements exceed that which is specified in State or international code. Mr. Anderson stated the current Code does not include efficiency requirements.

Councilmember Graves moved and Councilmember Ryan seconded to approve the First Reading of Ordinance 2020-04 Amending Chapter 3 of the City Code of Ordinances Regarding State Building Code and Calling for a Public Hearing and Second Hearing to be Held on June 8, 2020.

Motion passed unanimously.

10c. RESOLUTION NO. 2020-44 EXPRESSING SUPPORT FOR CONVERTING HIGHWAY 252 FROM AN AT-GRADE EXPRESSWAY TO A GRADED SEPARATED FREEWAY

Mayor Elliott stated he wanted to pull this item from the Consent Agenda for further discussion. He added there are no pressing timelines with regard to Highway 252 and the City Council does not need to vote on this issue. He noted this issue can be addressed after additional information is received from the Minnesota Department of Transportation (MnDOT) and Hennepin County.

Mayor Elliott stated the City of Minneapolis worked out a resolution that includes provisions for different issues of concern, including environmental impacts and public transport. He added the shift to an environmental impact statement will create a more thorough process. He noted it is an opportunity for the City to make a statement about desired project outcomes.

Councilmember Ryan stated, in his opinion, this item should have remained on the Consent Agenda. He added this is a vote in support of improving the safety of Highway 252. He noted he does not understand why the Mayor would wish to obstruct a process that would ultimately ensure public safety.

Councilmember Ryan stated bus rapid transit will be addressed in the environmental impact statement, in the scoping document process. He added this is a document that lists alternatives to be considered and will result in a transit feasibility study. He noted this is the process, and it should be followed, and by setting it aside, the City would send a message that it is indecisive and unresolved. He noted he believes that residents want to see significant safety improvements on Highway 252.

Councilmember Ryan moved to adopt RESOLUTION NO. 2020-044 Expressing Support for Converting Highway 252 from an At-Grade Expressway to a Graded Separated Freeway.

Councilmember Butler requested clarification that in supporting the Resolution, the City Council will not be tied to any specific proposal for Highway 252. She added she thought the City Council had come to an agreement at a recent Work Session to move forward with the highway conversion, but not be tied to a plan.

Mr. Boganey stated he believes Councilmember Butler's perspective is correct, and the City Council consensus at that Work Session was that the conversion from a highway to an expressway is something that the City Council wanted to see happen, presuming that it would improve safety. He added there was reluctance about approving a specific location or plan before environmental and other issues were reviewed, but the City Council agreed to support the conversion.

City Attorney Troy Gilchrist stated, as a matter of procedure, a motion has been made and a second is required before further debate.

Councilmember Graves seconded the motion.

Councilmember Graves stated she recalls there was an agreement during the Work Session, although the full City Council was not present. She added she and Councilmember Lawrence-Anderson had moved to pass this Resolution, and Mayor Elliott and Councilmember Butler opposed the Resolution. Councilmember Ryan was absent. It was agreed that the City Council would wait to vote on this Resolution until the entire Council is present, and that is tonight.

Councilmember Butler stated she is fine with moving forward, as long as the environmental impact study will be expansive, and questions will be addressed.

Mayor Elliott stated he supports addressing safety concerns on Highway 252. He added he does not believe the City is doing due diligence by moving ahead with one plan. He noted he does not believe that taking this vote will achieve anything and passing a blanket resolution without articulating the desired results is a missed opportunity.

Councilmember Ryan stated the EIS process will include a review of transit including enhanced local routes and bus service, which will be a part of the overall plan. He added a “feel good” resolution favoring BRT can be considered but it is not necessary. He stressed the importance of recognizing the planning process.

Mayor Elliott stated he takes exception to Councilmember Ryan’s comment. He added the City of Minneapolis pushed to have a BRT statement in their Resolution. He noted this is not a “feel good” issue but an important process for Brooklyn Center.

Councilmembers Ryan, Graves and Butler voted in favor of same. Mayor Elliott abstained. Motion passed.

11. COUNCIL REPORT

-None.

12. ADJOURNMENT

Councilmember Butler moved and Councilmember Graves seconded adjournment of the City Council meeting at 8:26 p.m.

Motion passed unanimously.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
CITY OF BROOKLYN CENTER)

ss. Certification of Minutes

The undersigned, being the duly qualified and appointed City Clerk of the City of Brooklyn Center, Minnesota, certifies:

1. That attached hereto is a full, true, and complete transcript of the minutes of a Regular Session of the City Council of the City of Brooklyn Center held on May 11, 2020.
2. That said meeting was held pursuant to due call and notice thereof and was duly held at Brooklyn Center City Hall.
3. That the City Council adopted said minutes at its May 26, 2020, Regular Session.

Barbara Suciu, City Clerk

Mike Elliott, Mayor

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

WORK SESSION
MAY 11, 2020

CALL TO ORDER

The Brooklyn Center City Council/Economic Development Authority (EDA) met in Work Session called to order by Mayor/President Mike Elliott at 9:08 p.m. The meeting was conducted via Webex.

ROLL CALL

Mayor/President Mike Elliott and Councilmembers/Commissioners Marquita Butler, April Graves, Kris Lawrence-Anderson, and Dan Ryan. Also present were City Manager Curt Boganey, Deputy City Manager Reggie Edwards, Community Development Director Meg Beekman, City Clerk Barb Suciu, and City Attorney Troy Gilchrist.

CONCEPT REVIEW – 61ST AVENUE AND BROOKLYN BOULEVARD, CONT'D

Councilmember/Commissioner Ryan stated, earlier in the meeting, Community Development Director Meg Beekman described the proposed development, and the advantages of this approach. He added he is comfortable with moving forward and encouraged City Staff to determine whether they will recommend a preliminary development agreement.

Councilmember/Commissioner Graves stated she supports the proposed development and would like to learn more about this particular site. She added there was a similar proposal for a site at 63rd Avenue and Brooklyn Boulevard for an affordable housing development with high-quality amenities. She noted she had asked whether the City Council would consider more than 1 proposal at the same time for a property.

Ms. Beekman stated this site is not the same site as the multi-family development that is proposed at 63rd Avenue. She added this site is narrow, and not deep enough to accommodate a multi-family housing development.

Mayor/President Elliott stated the developers have joined the conversation to answer any questions or provide information.

Ms. Beekman stated City Staff can bring a preliminary agreement for the City Council's consideration at a future meeting, along with a proposed site plan.

Mayor/President Elliott stated he would be interested in seeing a preliminary development agreement. He added this seems like a good project, and he appreciates that there is emphasis on what it will cost to live in the proposed units

ADJOURNMENT

Councilmember/Commissioner Graves moved and Councilmember/Commissioner Butler seconded adjournment of the City Council/Economic Development Authority Work Session at 9:18 p.m.

Motion passed unanimously.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
CITY OF BROOKLYN CENTER)

ss. Certification of Minutes

The undersigned, being the duly qualified and appointed City Clerk of the City of Brooklyn Center, Minnesota, certifies:

1. That attached hereto is a full, true, and complete transcript of the minutes of a Work Session of the City Council of the City of Brooklyn Center held on May 11, 2020.
2. That said meeting was held pursuant to due call and notice thereof and was duly held at Brooklyn Center City Hall.
3. That the City Council adopted said minutes at its May 26, 2020, Regular Session.

Barbara Suciu, City Clerk

Mike Elliott, Mayor

Council Regular Meeting

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Alix Bentrud, Deputy City Clerk

SUBJECT: Approval of Licenses

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.

GARBAGE HAULER

Ace Solid Waste	6601 McKinley St NW Ramsey, 55303
Walters Recycling & Refuse	2830 101st Ave NE Blaine, 55449
Walz Brothers Sanitation	PO Box 621 Osseo, 55369

HOSPITALITY ACCOMMODATIONS

Kasawa Hospitality Inc	6445 James Cir
Super 8 Motel	Brooklyn Center, 55430
Extended Stay America #3504	2701 Freeway Blvd Brooklyn Center, 55430
G6 Hospitality	2741 Freeway Blvd Brooklyn Center, 55430
Seth Oliver-Brooklyn Hotel Partners LLC	6300 Earle Brown Dr
DBA Embassy Suites	Brooklyn Center, 55430

MECHANICAL LICENSE

Absolute Mechanical	7338 Ohms Lane Edina 55439
Elk Mechanical	6361 Sunfish Lake Ct NW Ste 100 Ramsey 55303
Homeworks Plumbing Heating Air	891 Fairmont Ave St Paul, 55105

J-Beard Mechanical	1 Industrial Blvd Sauk Rapids, 56379
Mechanical Air Systems	6995 20th Ave S Centerville 55038
MN Plumbing and Home Services	12040 Riverwood Cir Burnsville 55337
Schwantes Heating and Air Conditioning	6080 Oren Ave S Stillwater, 55082
Wenzl Heating & A/C	4145 Old Sibley Mem Hwy Eagan 55122

MOTOR VEHICLE DEALERSHIP LICENSE

BB Motors Sales LLC	4301 68th Ave N
dba Luther Brookdale GMC	Brooklyn Center 55429
BB Motors Sales LLC	6701 Brooklyn Blvd
dba Luther Brookdale Chevrolet	Brooklyn Center 55429
BCV Motors LLC	6801 Brooklyn Blvd
dba Luther Brookdale Volkswagen	Brooklyn Center 55429
Brooklyn Park Motors	6700 Brooklyn Blvd
dba Luther Brookdale Toyota	Brooklyn Center 55429
Metro Brookdale LLC	4435 68th Ave N
dba Luther Brookdale Mazda Mitsubishi	Brooklyn Center 55429
R.L. Brookdale Motors Inc	6800 Brooklyn Blvd
dba Luther Brookdale Honda	Brooklyn Center 55429

SIGNHANGER'S LICENSE

Signation Sign Group	6840 SHingle Creek Pkwy Brooklyn Center, 55430
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Strategic Priorities and Values:

Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Rental Criteria	5/7/2019	Backup Material
5-26-2020 Rentals	5/20/2020	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 on May 26, 2020								
Property Address	Dwelling Type	Renewal or Initial	Owner	Property Code Violations	License Type	Police CFS *	Final License Type **	Previous License Type ***
1339 67th La N	Single	Renewal	Wagner Property Rentals LLC	4	II	0	II	II
6215 Bryant Ave N	Single	Renewal	Tuuyen Tran	5	II	0	II	II
6618 Camden Dr	Single	Renewal	Hussain Khan - did not meet mitigation plan, missing CPTED	13	IV	0	IV	III
6007 Girard Ave N	Single	Renewal	R B Management	4	II	0	II	IV
5901 Pearson Dr	Single	Renewal	FYR SFR Borrower LLC	5	II	0	II	I
5306 Penn Ave N	Single	Renewal	Sergey Fooks	3	II	0	II	II
5223 Xerxes Ave N	Single	Renewal	TMC Management / Joseph Noonan	25	IV	0	IV	I

* CFS = Calls For Service for Renewal Licenses Only (Initial Licenses are not applicable to calls for service and will be listed N/A.)

** License Type Being Issued

*** Initial licenses will not show Type I = 3 Year Type II = 2 Year Type III = 1 Year

All properties are current on City utilities and property taxes

Council Regular Meeting

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Kelli Wick, Human Resources Director

SUBJECT: Resolution Approving the Labor Agreement for Law Enforcement Labor Services (LELS) Local 82 (Police Officers and Detectives) and the City of Brooklyn Center for the Calendar Year 2020

Background:

The current contract with LELS 82 (Police Officers and Detectives) expired on December 31, 2019. The City and the Union have met and negotiated in good faith to reach a settlement on all issues of concern. This labor agreement covers police officers and police detectives for a total of 38 employees.

The attached agreement has been approved by a vote of the members and upon adoption by the City Council will establish wages and working conditions for the year 2020.

The Articles affected by these negotiations include the following:

Article 3 – Definitions

3.13 Regular Rate of Pay: The employee's hourly or monthly base pay rate, including educational incentive pay, longevity pay, and differential for detective and school liaison officer excluding any other special allowances.

3.14 Base Pay Rate: The employee's hourly or monthly pay rate excluding educational incentive pay, longevity pay, and differential for detective, drug task force and school liaison officer.

Article 24 – Uniforms

The Employer shall provide required uniform and equipment items. In addition, the Employer shall pay to the uniformed officers a maintenance allowance of \$200 per year in 2020.

Article 25 – Longevity Incentive – Effective January 1, 2020

Increase the longevity percentage by 1% in each section; 25.1, 25.2, 25.3, 25.4

Article 29 – Health Insurance

For 2020 the City will offer the best of any agreement that we have for any other employee group for 2020.

Article 30 – Wage Rates

Three percent (3%) increase on general wages for 2020 effective January 1, 2020.

Employees classified or assigned by the Employer to the following job classifications or positions will receive four and one half percent (4.5%) in addition to the base pay rate.

Detective

Detective Trainee

The proposed contract was tentatively agreed upon by the staff and the union for a two year time (January 1, 2020 - December 31, 2021).

However, due to COVID-19 Pandemic the contract was renegotiated to only a one year period (Year 2020). The wage (3% increase) outlined in Article 30 increase is the same wage increase that is currently provided to all other staff both unionized and non-union for the 2020 fiscal year.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Agreement	5/15/2020	Backup Material
Resolution	5/15/2020	Resolution Letter

Master Labor Agreement

Between

City of Brooklyn Center

And

**Law Enforcement Labor Services, Local Number 82
(Police Officers and Detectives)**

January 1, 2020 – December 31, 2020

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ARTICLE 1 – Purpose of Agreement

This Agreement is entered into between the City of Brooklyn Center, hereinafter called the Employer, and Law Enforcement Labor Services, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Minnesota Public Employment Labor Relations Act, for all police personnel in the following job classifications:
- | | |
|-----------|----------------|
| Detective | Police Officer |
|-----------|----------------|
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - Definitions

- 3.1 UNION: Law Enforcement Labor Services.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services.
- 3.3 DEPARTMENT: The City of Brooklyn Center Police Department.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 EMPLOYER: The City of Brooklyn Center.
- 3.6 CHIEF: The Chief of the Brooklyn Center Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services (Local No. 82).
- 3.8 DETECTIVE: An employee specifically assigned or classified by the Employer to the job classification and/or job position of Detective.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 REGULAR RATE OF PAY: The employee's hourly or monthly base pay rate, including educational incentive pay, longevity pay, and differential for detective and school liaison officer excluding any other special allowance.
- 3.14 BASE PAY RATE: The employee's hourly or monthly pay rate excluding educational incentive pay, longevity pay, and differential for detective, drug task force and school liaison officer.
- 3.15 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or

coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 4 - Employer Security

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - Employer Authority

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 – Union Security

- 6.1 The Employer shall deduct the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 - Savings Clause

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Center. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – Constitutional Protection

Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions.

ARTICLE 9 - Seniority

- 9.1 Seniority shall be determined by continuous length of service in all of the job classifications covered by this Agreement. Employees promoted or assigned to classifications covered by this Agreement shall accrue classification seniority in the promoted or assigned classification in addition to bargaining unit seniority. Employees promoted from classifications covered by this Agreement to a position outside the bargaining unit will continue to accrue seniority under this Agreement until the completion of their promotional probationary period or for no longer than twelve (12) months. The seniority roster shall be based on length of service in all of the job classifications covered by this Agreement. Employees lose seniority under this Agreement under the following circumstances: resignation, discharge for cause, or transfer or promotion to a classification not covered by this Agreement after completion of the promotional probationary period or for no longer than twelve (12) months after transfer or promotion.
- 9.2 There shall be an initial probationary period for new and promoted employees of twelve (12) months. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. The Employer shall give the Union and the employees at least two (2) weeks written notice in advance of any layoff. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given assignment preference after eighteen (18) months of continuous full-time employment. Except as noted in the preceding sentence, shift assignments shall be bid on the basis of seniority during the last two weeks of October. The resulting shift assignments will take effect January 1 and span through December 31 of the same year. A new shift bid may occur outside of these dates at the mutual agreement of the city and the Union. A permanent change in the work schedule will not result in re-bidding the work schedule if the permanent change in the work schedule would be effective within 90 days of January 1.

It is agreed that a 'permanent change to the work schedule' is defined as a promotion; permanent departure from employment; and an extended assignment.

In the instance of a permanent change to the work schedule, a 'partial rebid' will be conducted within thirty (30) days of the date that the permanent change to the work schedule takes effect. This bid will be based upon seniority and involve only those officers from the most senior affected officer through the least senior officer who has completed at least eighteen (18) months of continuous full-time employment. A partial re-bid may be waived at the mutual agreement of the City and the Union.

Officers may, through their own mutual agreement and with approval of the Patrol Commander, trade shift assignments at their own discretion. The maximum duration of any such trade shall be sixty (60) calendar days.

- 9.6 The Employer shall consider seniority by classification as the primary factor when calling off-duty employees to duty. Reverse seniority shall be considered the primary factor when scheduling duty changes, provided such employees are deemed qualified.
- 9.7 One continuous vacation period shall be selected on the basis of seniority until December 31st of each calendar year. Bids for the continuous vacation period shall be approved no later than November 15.
- 9.8 The Employer shall recognize seniority as the primary factor when authorizing holiday leave and compensatory time leave.
- 9.9 No time shall be deducted from an employee's seniority accumulation due to absences occasioned by an authorized leave with pay, layoffs of less than two (2) years in duration, or any military draft or government call-up to Reserves or National Guard.

ARTICLE 10 – Work Schedules

- 10.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
 - a. hours worked on assigned shifts,
 - b. holidays,
 - c. assigned training, and
 - d. authorized leave time.
- 10.2 Authorized leave time (including holiday hours) is to be calculated on the basis of the actual hours used for such leave based on the time that the employee would otherwise have been scheduled to work.
- 10.3 Nothing in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 11 - Discipline

- 11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a. oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- 11.2 Suspension, demotions, and discharges will be in written form.

- 11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under direct supervision of the Employer.
- 11.5 A single disciplinary action for failure to attend training, court or tardiness will be removed from the personnel file after 18 months if, during that time, the single incident of discipline for failure to attend training, court or tardiness, is the only occurrence of discipline during that 18-month period.
- 11.6 Discharges will be preceded by a five (5) day suspension without pay.
- 11.7 For purposes of discipline, a day will mean eight (8) hours.
- 11.8 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 11.9 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 12.

ARTICLE 12 – Employee Rights – Grievance Procedure

- 12.1 *Definition of a Grievance* - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 12.2 *Union Representatives* - The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.
- 12.3 *Processing of a Grievance* - It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 12.4 *Procedure* - Grievances, as defined by Section 12.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual Agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

12.5 *Arbitrator's Authority*

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations

having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

12.6 *Waiver*

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

ARTICLE 13 – Overtime

- 13.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest six (6) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 When uniformed patrol employees have less than twelve (12) hours of duty-free time between assigned shifts, they will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for the next shift. For purposes of this Article, shift extensions, elected overtime, voluntary changes of shifts, City-contracted work, training, and court time are considered as duty-free time. The twelve (12) hour requirement may be waived by mutual Agreement between the Employee and the Police Administration.

- 13.8 As an alternative to monetary compensation for overtime, an employee may elect compensatory time off at a rate of one and one-half (1 ½) time. An employee's compensatory time bank shall not exceed sixty (60) hours at any time during the calendar year. Employees with less than 30 hours of compensatory time will be paid out to the employee on or about the first paycheck in December. Employees with thirty (30) or more hours up to the sixty (60) hour limit will have pay placed in the employee's HCSP account on or about the first pay check in December. No compensatory time will be accumulated or used during the month of December. Special overtime duty assignments made available to all positions by the Chief of Police at the police officer's rate of compensation will not be eligible for compensatory time. Compensatory time off shall be granted only at the convenience of the Employer with prior approval of the Employer-designated supervisor.
- 13.9 Employees given less than sixteen (16) hours notice of a scheduled duty change other than their regularly scheduled work period shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked outside of the scheduled work period.

ARTICLE 14 - Court Time

- 14.1 Court Appearances:
- 14.1.1 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. Employees shall not be required to work office or street duty to qualify for the court time minimum.
- 14.1.2 An employee who is required to appear in court during their scheduled off-duty time shall be given 12 hours' prior notification of cancellation of the court appearance. If the notification is not given 12 hours prior to the scheduled court time, the employee will receive the three (3) hour court time minimum.
- 14.2 Standby Pay:
- 14.2.1 Any employee placed on standby on scheduled days on will be paid three (3) hours at one times the employee's regular rate of pay. IE: If an officer is scheduled to work night shift on Monday and Tuesday night and is placed on standby on Monday or Tuesday, then standby pay would be at straight time.
- 14.2.2 An employee who is placed on standby for court during their scheduled off-duty time shall be given 12 hours prior notification of cancellation of the court appearance. If the notification is not given 12 hours prior to the scheduled court time, the employee will receive three (3) hours at one and one-half times the employee's regular rate of pay. If the standby period is extended beyond three hours, the employee will be compensated for the actual time at one and one-half times employee's regular rate of pay.
- 14.2.3 Any employee who is placed on stand-by for court should retain a copy of the notice placing them on stand-by, or obtain the name of the person placing them on stand-by.

ARTICLE 15 - Call Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hours minimum.

ARTICLE 16 - Working Out of Classification

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17 –Standby Pay

Employees required by the Employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 18 – Leaves of Absence

- 18.1 In cases of demonstrated need and where sick leave has not been abused, the Employer shall grant to employees a leave of absence without pay for extended personal illness after the accumulative sick leave has expired. Such leaves of absence shall not exceed ninety (90) calendar days. Upon granting such unpaid leave of absence, the Employer will not permanently fill the employee's position and the employee's benefits and rights shall be retained.
- 18.2 An employee called to serve on a jury shall be reimbursed the difference between the amount paid for such service (exclusive of travel and expense pay) and compensation for regularly scheduled working hours lost because of jury service.
- 18.3 Employees ordered by proper authority to National Guard or Reserve Military Service not exceeding fifteen (15) working days in any calendar year shall be entitled to leave of absence without loss of status. Such employees shall receive compensation from the Employer equal to the difference between his regular pay and the lesser military pay.
- 18.4 Employees called and ordered by proper authority to active military service in time of war or other properly declared emergency shall be entitled to leave of absence without pay during such service. Upon completion of such service, employees shall be entitled to the same or similar employment of like seniority, status, and pay as if such leave had not been taken, subject to the specific provisions of state and federal law.
- 18.5 Members of the bargaining unit will receive such additional leaves as provided for under State or Federal law, as the same laws may be amended from time to time.
- 18.6 Additional leaves of absence may be granted in the City Manager's discretion upon the same terms and conditions as then applicable to non-Union employees pursuant to the City's Personnel policy applicable to non-Union employees at the time of application for a leave of absence.

ARTICLE 19 - Severance

- 19.1 Before terminating employment, the employee shall give the Employer two (2) weeks written notice.
- 19.2 Severance pay in the amount of one-third (1/3) the accumulated sick leave employees have to their credit at the time of resignation or retirement, times their respective regular pay rate, shall be paid to employees who have been employed for at least five (5) consecutive years. If discharged for just cause, severance pay shall not be allowed.
- 19.3 Employees electing to participate in the Health Care Savings Plan will receive 40% of sick leave severance paid into the Health Care Savings Plan. If the employee is not eligible to have a Health Care Savings Plan they will receive the one-third sick leave severance.

ARTICLE 20 – Injury on Duty

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Workers' Compensation insurance payments for a period not to exceed 720 hours per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) calendar day initial waiting period per injury. The three (3) calendar day waiting period shall be charged to the employee's sick leave account if they were regularly scheduled work days less Workers' Compensation insurance payments.

ARTICLE 21 - False Arrest Insurance

The City of Brooklyn Center shall maintain liability insurance that includes a provision for unlawfully detaining an individual when an employee is acting within the scope of their duties on behalf of the City of Brooklyn Center.

ARTICLE 22 - Training

- 22.1 The Employer shall reimburse each employee who is required to maintain a license as a law enforcement officer under Minnesota Statutes, Section 626.84, et seq., for actual expenses of tuition, meals, travel, and lodging incurred in meeting the continuing education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed 48 hours of such training every three (3) years. The Employer need not make such reimbursement for attendance at a course located less than sixty (60) miles from the City of Brooklyn Center and such reimbursement shall not exceed similar allowances for state employees. If the Employer provides in-service training to its employees which meets the continuing education requirements of the Minnesota Police Officers Standards and Training Board, and if the Employer provides its employees with an opportunity to attend such in-service training courses, to the extent that such opportunity is provided to each employee, the obligation of the Employer to reimburse such employee for expenses incurred in attending continuing education courses shall be reduced.
- 22.2 The Employer shall pay each employee a minimum of their regular salary for all scheduled course hours while attending Employer approved or Employer required continuing education courses, whether or not such courses attended are in-service training courses or courses given by instructors other than the Employer. Should a course exceed the scheduled course hours, the Employer shall pay the employee for the actual hours in attendance.

ARTICLE 23 – Post License Fees

The Employer shall pay up to \$90 for the cost of POST license fees for all employees requiring such license during each license period.

ARTICLE 24 - Uniforms

The Employer shall provide required uniform and equipment items. In addition, the Employer shall pay to the uniformed officers a maintenance allowance of \$200 per year for 2020.

Detectives and plainclothes officers, including the trainee, will have the option of selecting either business appropriate attire as defined by the Employer with an allowance of \$300 per year or business professional attire as defined by the Employer with an allowance of \$590 per year.

ARTICLE 25 – Longevity and Educational Incentive

Effective January 1, 2020

- 25.1 After eight (8) years of continuous employment, each employee shall be paid supplementary pay of three percent (3%) of the employee's base rate.
- 25.2 After twelve (12) years of continuous employment, each employee shall choose to be paid supplementary pay of five percent (5%) of the employee's base rate.
- 25.3 After sixteen (16) years of continuous employment, each employee shall choose to be paid supplementary pay of seven percent (7%) of the employee's base rate.
- 25.4 After twenty (20) years of continuous employment, each employee shall be paid supplementary pay of nine percent (9%) of the employee's base rate.
- 25.4 Employees may choose supplementary pay either for length of service or for educational credits no more often than once every twelve (12) months.
- 25.5 Supplementary pay based on educational credits will be paid to employees after twelve (12) months of continuous employment at the rate of:
Bachelor's Degree - 3% of employee's base rate
Master's Degree - 4% of employee's base rate

ARTICLE 26 – Holiday Leave

- 26.1 Employees shall receive eight (8) hours of holiday leave per month. Ninety-six (96) hours of holiday leave shall be advanced to employees on January 1st of each calendar year beginning on January 1st 2002. In the event an employee is not employed for the entire calendar year, the employee's holiday leave shall be reduced by eight (8) hours for each full month that the employee will not have worked in that calendar year.
- 26.2 Employees may use holiday leave with the approval of the Employer.
- 26.3 An employee who works on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, Veteran's Day, Columbus Day, Martin Luther King Day, or President's Day shall receive one and one-half (1 ½) times the employee's regular pay rate for all hours actually worked during the named holiday.

- 26.4 Except as provided in 26.3, overtime pay shall not be authorized for employees for hours worked on holidays when such work is part of the planned schedule.
- 26.5 An employee who is on their regularly scheduled day off for a holiday as specified in 26.3, and is called in to work or kept over to work such holiday due to staff shortage(s), etc., will receive two times the employee's regular pay rate for all hours actually worked during the named holiday in lieu of one and one-half (1 ½) times the employee's regular pay rate under Section 26.3. Employees who accept a shift under 26.6 shall be paid as provided in 26.3 and 26.4 and shall not be eligible for payment pursuant to 26.5.
- 26.6 An employee may request a holiday off, which they are required to work, prior to fourteen calendar days before the holiday. The Employer shall post the open holiday shift to be filled by another employee at the holiday rate of pay. The employee making the request for the holiday off is responsible for working the holiday if the posting is not filled five (5) days prior to the holiday.
- 26.7 Employees beginning employment after January 1st of a calendar year shall receive eight (8) hours of holiday leave per month beginning on the first month in which they are working as of the first day of that month. Such employees shall receive an advance of holiday leave hours equal to eight (8) hours multiplied by the number of whole months they will work through December of the year in which they were first employed.
- 26.8 Any holiday leave not used on or before December 31st of each year will be deemed forfeited and shall not carry over into the next calendar year.

ARTICLE 27 – Vacation Leave

- 27.1 Permanent full-time employees shall earn vacation leave with pay as per the following schedule:
- 0 through 5 years of service - eighty (80) hours per year (accrued at 3.08 hours per pay period)
- 6 through 10 years of service - one hundred twenty (120) hours per year (accrued at 4.62 hours per pay period)
- eight (8) additional hours per year of service to a maximum of one hundred sixty (160) hours after fifteen (15) years of service
- 11 years - 4.92 hours per pay period
- 12 years - 5.23 hours per pay period
- 13 years - 5.54 hours per pay period
- 14 years - 5.85 hours per pay period
- 15 years - 6.15 hours per pay period
- 27.2 Employees using earned vacation leave or sick leave shall be considered working for the purpose of accumulating additional vacation leave.
- 27.3 Vacation may be used as earned, except that the Employer shall approve the time at which the vacation leave may be taken. No employee shall be allowed to use vacation leave during

their initial six (6) months of service. Employees shall not be permitted to waive vacation leave and receive double pay.

- 27.4 Employees may accrue a maximum of two hundred thirty (230) hours of vacation leave. No more than two hundred thirty (230) hours can carry over from year to year.
- 27.5 Employees leaving the service of the Employer shall be compensated for vacation leave accrued and unused.

ARTICLE 28 – Sick Leave

- 28.1 Sick leave with pay shall be granted to probationary and permanent employees at the rate of eight (8) hours per month or ninety-six (96) hours per year (computed at 3.69 hours per pay period) of full time service or major fraction thereof.
- 28.2 Sick leave shall be used for absence from duty because of personal illness or legal quarantine of the employee, or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The employer may limit the use of personal sick leave benefits provided for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child.

Sick leave may be used for the purpose of attending the funeral of immediate family members, defined as an employee's brother, sister, parent, parent-in-law, spouse, children, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchildren of the employee.

- 28.3 Sick leave shall accrue at the rate of eight (8) hours per month or ninety-six (96) hours per year until nine hundred sixty (960) hours have been accumulated (shall be computed at 3.69 hours per pay period). Effective January 1, 1994, after nine hundred sixty (960) hours have been accumulated, sick leave shall accrue at the rate of four (4) hours per month or forty-eight (48) hours per year (computed at 1.85 hours per pay period), and simultaneously vacation leave, in addition to regular vacation leave accrual, shall accrue at the rate of two (2) hours per month or twenty-four (24) hours per year (computed at .925 hours per pay period). Employees using earned vacation or sick leave shall be considered to be working for the purpose of accumulating additional sick leave. Workers' Compensation benefits shall be credited against the compensation due employees utilizing sick leave.
- 28.4 In order to be eligible for sick leave with pay, an employee must:
 - a. notify the Employer prior to the time set for the beginning of their normal scheduled shift;
 - b. keep the Employer informed of their condition if the absence is of more than three (3) days duration;

- c. submit medical certificates for absences exceeding three (3) days, if required by the Employer.

28.5 Employees abusing sick leave shall be subject to disciplinary action.

28.6 An employee who has accumulated 960 hours of sick leave and who uses not more than the equivalent of two regularly scheduled shift's worth of sick leave hours in a calendar year shall receive a wellness incentive equal to one of the employee's regularly scheduled shifts' compensation at the employee's regular rate of compensation.

ARTICLE 29 - Insurance

29.1 *Full-time employees*

For 2020, the City will offer the best of any agreement that we have for any other employee group for 2020.

29.2 Life Insurance and Balance of Cafeteria Funds: The City of Brooklyn Center will provide payment for premium of basic life insurance in the amount of \$10,000. The employee may use the remainder of the contribution (limits as stated above) for use as provided in the Employer's Benefit Plan. The Employer will make a good faith effort to provide the following options for employee selection: group dental, supplemental life, long-term disability, deferred compensation or cash benefits. The Employer will be excused from the requirement of offering a particular option where such becomes unfeasible because of conditions imposed by an insurance carrier or because of other circumstances beyond the City's control.

ARTICLE 30 - Wage Rates

Base Pay Rate: The employee's hourly or monthly pay rate excluding educational incentive pay, longevity pay, and differential for detective, drug task force and school liaison officer.

30.1 Effective January 1, 2020 Police Officer base rate:

There shall be a 3% general wage increase

After 36 months of continuous employment: \$7,090.75

After 24 months of continuous employment: 86% of the 36 months' rate

After 12 months of continuous employment: 79% of the 36 months' rate

Starting rate: 68% of the 36 months' rate

30.2 Employees classified or assigned by the Employer to the following job classifications or positions will receive four and one half percent (4,5%) per month in addition to the base pay rate.

Detective

Detective Trainee

Employees classified or assigned by the Employer to the following job classifications or positions will receive one hundred dollars (\$100) per month or one hundred dollars (\$100) prorated for less than a full month in addition to their regular wage rate.

School Resource Officer

Auto Theft Officer

Street Crimes Unit

Task Force Officers

Juvenile Officer

- 30.3 Detectives Serving On-Call: Detectives will work a schedule which requires them to serve on-call on a rotating basis. The City will pay each Detective serving on-call on a rotating basis two and one half percent (2.5%) in addition to the base pay rate effective January 1, 2017. Detectives who are called back to duty while serving on-call will be paid according to Article 15 of the labor Agreement. Officers assigned to work with the Detectives for training purposes will not receive the two and one-half percent (2.5%) additional pay nor will they be required to serve on-call.
- 30.4 Employees classified or assigned by Employer to the position of Field Training Officer (FTO) will receive .125 hour(s) of vacation time for each one hour of FTO training time.
- 30.5 When there is no Sergeant on duty, and senior management personnel do not assume command of the shift, the senior officer working will be in charge of the shift. The senior officer working the shift will have the choice to opt out of working as officer in charge of the shift. An election to opt out of working as officer in charge of the shift shall be effective for the balance of the calendar year. Officers wishing to make an election to opt out of serving as officer in charge of the shift shall make such election during the first 2 weeks of January. Employees may opt out of working as senior officer in charge of shift on an annual basis at the beginning of each year.

The officer in charge will receive, in addition to their regular hourly pay, two dollars (\$2.00). Officer in charge pay will be calculated to the nearest six (6) minutes.

- 30.6 Field Training Officers while serving in the capacity of a Field Training Officer (working with a new police officer) shall not serve as the senior officer in charge.
- 30.7 Employees classified by the Employer to the canine handler classification will receive the following in addition to their regular wage rate:
- a. The officer will receive the last thirty (30) minutes of each scheduled shift for dog maintenance and care at the officer's home.
 - b. The officer will receive forty-five (45) minutes of overtime pay for dog maintenance, care, and training for each of the officer's scheduled days off.
 - c. When the officer uses time off (sick, vacation, or comp time) for any whole scheduled shift, he must take time equivalent to one-half hour less than whole shift and be paid for whole shift.
 - d. When the officer uses holiday time for any whole schedule shift, he must take eight (8) hours of leave time and will be paid for eight (8) hours.
 - e. When the officer uses a portion of a scheduled shift as sick or vacation time, which is less than the full eight (8) hours, he must take the actual time used in leave time.
 - f. When dog is out of the care of the canine officer, all above items do not apply.

ARTICLE 31 – Benefits for Retirees

Retirees at the time of retirement shall receive the same options and level of City contribution for

insurance coverage upon retirement as are provided by the City's Personnel Policy covering non-Union employees as such options and contributions may be changed by the City from time to time.

ARTICLE 32 – Mileage and Expense Reimbursement

Employees shall receive the same mileage and expense reimbursement rates upon the same terms and conditions as generally provided in the City's Personnel Policy covering non-Union employees as such policy may be changed by the City from time to time.

ARTICLE 33 – Light Duty

Members of the bargaining unit will be eligible for temporary light duty assignment upon approval of the City Manager upon such terms and conditions as would apply to non-Union employees of the City as set forth in the City's Personnel Policy, as the same may be amended from time to time by the City.

ARTICLE 34 – Health Care Savings Plan

- 34.1 The State of Minnesota through Minnesota Statute 352.98 has authorized the Minnesota State Retirement System (MSRS) to establish and administer a Health Care Savings Plan (HCSP.)
- 34.2 Participation in this program is mandatory, based on specific criteria, for all employees covered by this labor agreement.
- 34.3 All employees with a compensatory time balance of 30 hours or more up to the 60-hour limit of pay will be placed in the employee's HCSP account on or about the first pay check in December.
- 34.4 All Employees eligible for retirement according to PERA and who terminate their employment from the City of Brooklyn Center will pay to the Employee's HCSP account at the time of termination, 40% of accumulated sick leave, all of the Employee's accrued vacation up to a maximum of 230 hours, and all of the Employee's accrued compensatory time up to a maximum of 60 hours.

ARTICLE 34 - Agreement Implementation

Employer shall implement the terms of this Agreement in the form of a resolution. If the implementation of the terms of this Agreement require the adoption of a law, ordinance, or charter amendment, the Employer shall make every reasonable effort to propose and secure the enactment of such law, ordinance, resolution, or charter amendment.

ARTICLE 35 -Waiver

- 35.1 Any and all prior Agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 35.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all

terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 36 - Duration

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until the thirty-first (31) day of December, 2020, as noted in the contract.

IN WITNESS THERETO, the parties have caused this Agreement to be executed this _____ day of _____, 2020.

FOR THE CITY OF
BROOKLYN CENTER

FOR LAW ENFORCEMENT
LABOR SERVICES

Mayor

Business Agent

City Manager

Union Steward

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION APPROVING THE LABOR AGREEMENT FOR LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL 82 (POLICE OFFICERS AND DETECTIVES) AND THE CITY OF BROOKLYN CENTER FOR THE CALENDAR YEARS 2020

WHEREAS, Section 2.07 of the City Charter for the City of Brooklyn Center states that the City Council is to fix the salary or wages of all officers and employees of the City; and

WHEREAS, the City has negotiated in good faith with LELS Local 82 (Police Officers and Detectives) for a contract for the year 2020 as attached.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Center to authorize the Mayor and City Manager to execute the attached contract with LELS Local 82 (Police Officers) for calendar year 2020 with such language changes as may be necessary to clarify any terms, provided such language changes do not change the substance or monetary compensation set forth in the attached contract.

BE IT FURTHER RESOLVED that authorized wage and benefit adjustments not to exceed the maximum contained herein shall become effective according to the schedule of the contract which commences January 1, 2020.

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member and upon vote being taken thereon, the following voted in favor thereof:

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

Council Regular Meeting

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Tim Gannon, Police Chief

SUBJECT: Transition from Uniform Crime Reports (UCR) to National Incident-Based Reporting System (NIBRS)

Background:

The FBI has instructed local law enforcement to adopt a new more uniformed means to track and account for crime committed in the community. The current system is the Uniformed Crime Reports (UCR)-Summary Reporting System (SRS) moving forward we will be transitioning to the National Incident-Based Reporting System (NIBRS). The FBI is requiring all agencies transition by January 2021. It is our intention to transition by June of 2020. Our agency as well as several other LOGIS cities will be transitioning at the same time. LOGIS has been an active partner in gaining the technological means to reform our crime reporting processes.

The format and calculations of crimes committed will differ from the previous years reporting. A presentation has been developed to explain the differences as well as the benefits of this new uniformed means to measure criminal activity.

This transition is mandatory as directive by the FBI for consistency of reporting throughout all jurisdictions.

Budget Issues:

1. Does the Council require additional information regarding this crime reporting transition.
2. After the presentation is the Council confident in their ability to explain the transition to citizens if asked? If not what more can the department do to better assist the Council in those situations?

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Powerpoint	5/19/2020	Presentation

Brooklyn Center Police National Incident Based Reporting System (NIBRS)



Council Presentation, 2020
Tim Gannon, Chief of Police

NIBRS

National Incident Based Reporting System



Crime Data Reporting

- FBI has maintained both SRS and NIBRS for several years.
- Effective 1/1/2021, crime data submitted under summary reporting system (SRS) will no longer be accepted by the Bureau of Criminal Apprehension (BCA) or Federal Bureau of Investigation (FBI).
- Crime data reporting will begin submission to NIBRS on 6/1/2020.



Overview

NIBRS

- Technological developments in more recent decades have created the potential for much more sophisticated data collection and reporting systems, such as NIBRS, which started in 1989. NIBRS offers the potential for a sharper, more detailed picture of crime in America.
- NIBRS offenses include many that SRS omits, such as animal cruelty, extortion, and the fraud offense of identity theft.

SRS

- SRS served the nation's law enforcement interests during the decades when a nationwide computer-based system was not feasible; started in 1930.
- SRS collects little information about an incident beyond the initial crime committed, researchers cannot use it to answer many types of questions about the causes of crime. SRS cannot answer how many kidnappings happen at schools or how many robbery victims are related to their robbers.



What is the difference

NIBRS

- 52 Group A offenses and 10 Group B offenses
- Crimes do not follow hierarchy rule, agencies may collect NIBRS data on as many as 10 criminal offenses per incident, yielding a more accurate accounting of the total number of reported crimes.
- NIBRS captures data on incident-related details that are not included in SRS, such as the relationships between victims and offenders, the types and quantities of drugs involved, and the types of property damaged or stolen.
- NIBRS is a more comprehensive system of crime data collection and reporting.

SRS

- 10 Part 1 crimes and 29 Part 2 crimes
- Crimes follow hierarchy rule; SRS does not reflect all the crimes that might have been committed in an incident.
- SRS collects little information about an incident beyond the initial crime committed, researchers cannot use it to answer many types of questions about the causes of crime.
- These weaknesses of SRS limit its statistical value as a guide for well-informed public policy, meaningful public discussion, and strategic policing.



Nationwide Deployment Status



Explore by location and data set

Data Collections

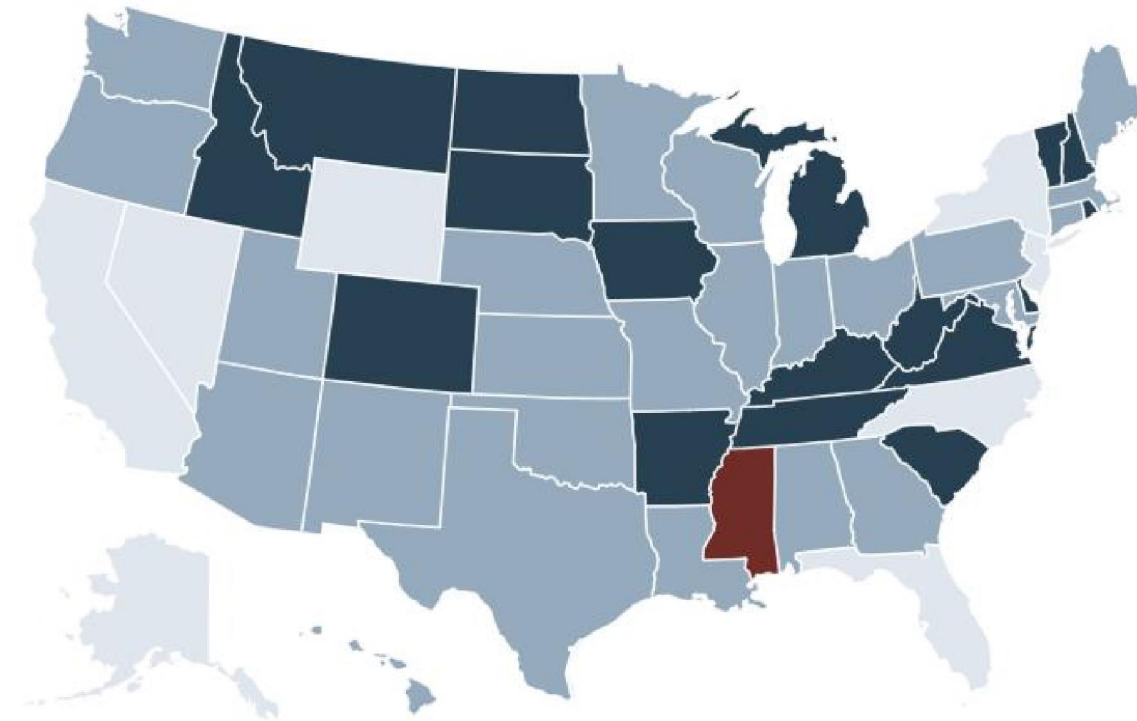
Go

United States

Population: 339,044,592

Number of Agencies: 16,609

Agencies contributing NIBRS: 46%



17 States
NIBRS data only

25 States
NIBRS and SRS data

8 States
SRS data only

1 State
No state program

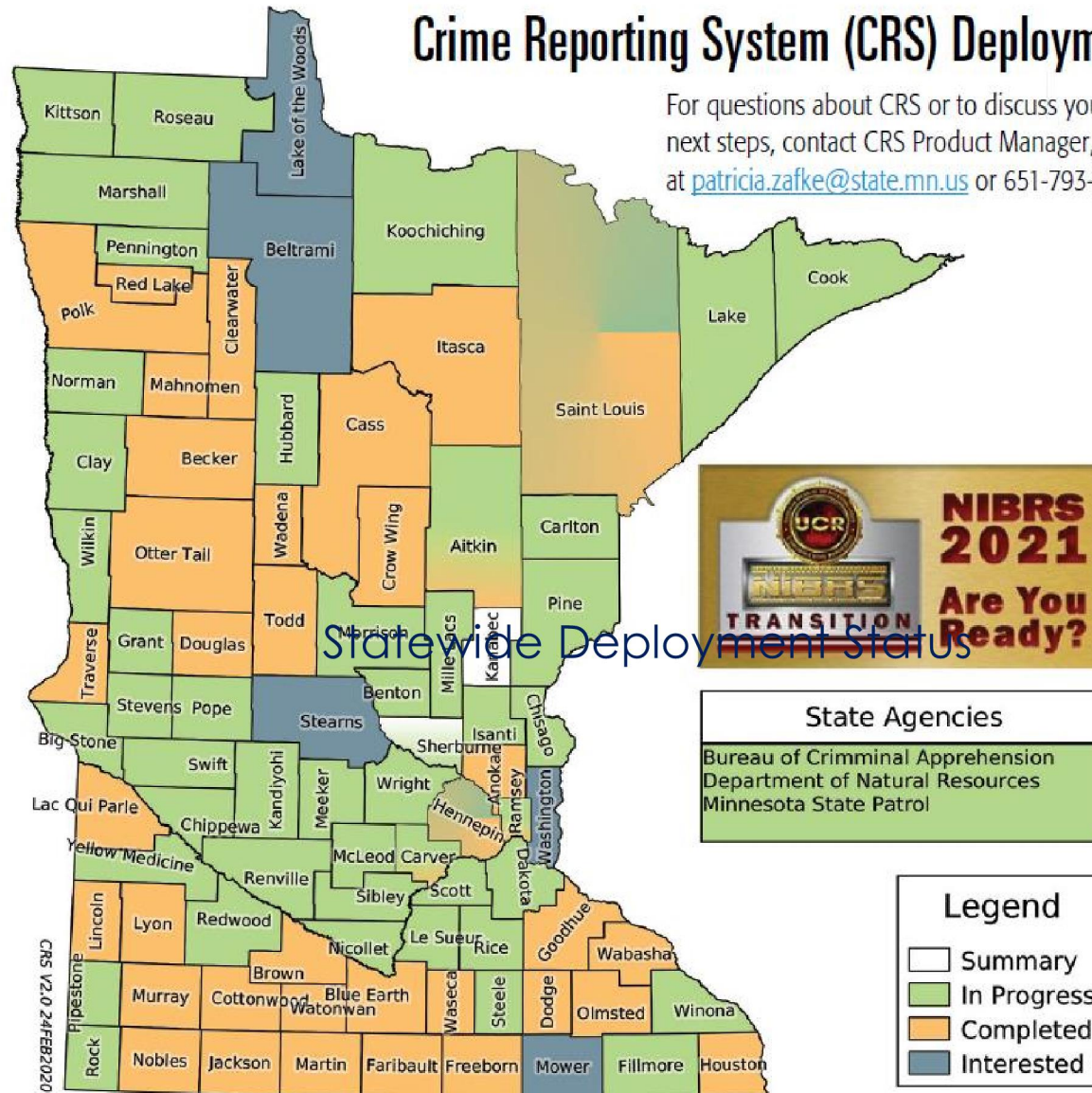


Statewide Deployment Status



Crime Reporting System (CRS) Deployment Status

For questions about CRS or to discuss your agency's next steps, contact CRS Product Manager, Patti Zafke, at patricia.zafke@state.mn.us or 651-793-2453.



Vision

The vision for NIBRS is for it to become the law enforcement community standard for quantifying crime, which will help law enforcement and communities around the state and country use resources more strategically and effectively.

Brooklyn Center
will transition
to NIBRS
reporting on
June 1, 2020.



Summary

- Technology, like crime, has evolved
- FBI has declared NIBRS a top priority
- NIBRS can provide more useful statistics to promote constructive discussion, measured planning, and informed policing.



Questions



**Council/EDA Work
Session**

VIRTUAL meeting being
conducted by electronic
means in accordance with
Minnesota Statutes, section
13D.021 Public portion
available for connection via
telephone Dial: 1-312-535-
8110 Access Code: 280
470 577
May 26, 2020

AGENDA



ACTIVE DISCUSSION ITEMS

1. Review Procedures for Open Forum and Public Hearings
2. COVID-19 Financial Impact Overview and Discussion

PENDING LIST FOR FUTURE WORK SESSIONS

1. Pending Items
 - Strategic Plans for years 2018-2020 and 2021-2023
 - Discussion of Mayor/City Council roles & responsibilities (CommonSense Inc.)
 - Beautification & Public Art Master Plan

MEMORANDUM - COUNCIL WORK SESSION

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Review Procedures for Open Forum and Public Hearings

Recommendation:

- Accept the presentation

Background:

Attached is a presentation which outlines rules for open forums and public hearings.

Strategic Priorities and Values:

Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
Powerpoint	5/19/2020	Presentation

Best Practices for Virtual Public Hearings



Department Heads Meeting, 5/15/2020
Barb Suciu, City Clerk

Background

- Establish best practices for conducting public hearings via virtual meetings
- Looked at other cities practices
- Reviewed information provided by the League of Minnesota Cities
- Staff met with City Attorney to review current practices and how it would change with virtual meetings



4 Points for Public Hearings

- Legal Notice
- Access to Participants
- Participating in the public hearing
- Managing the Meeting



3

Notice (Legal)

- Publish notice in the newspaper
 - (email to: publicnotice@ecm-inc.com)
- Mail notices if the public hearing is zoning related
- Post notice in front window or notice board
- Include language such as:

The City Council meeting will be held by Webex and the public may participate in this public hearing by calling 1-312-535-8110 and entering the access code 801 615 321.

Members of the public wishing to address the City Council during the Webex meeting are encouraged to contact the Barb Suciú before the meeting at 763-569-3306 or email cityclerk@ci.brooklyn-center.mn.us to sign up to speak.



4

Access to Participants

- Website meeting calendar

City Council Meeting

Tuesday, May 26

6:00 PM - Study Session 6:45 PM - Open Forum 7:00 PM - City Council meeting

Date: May 26, 2020

Time: All Day

Address: 5301 Shingle Creek Parkway
Brooklyn Center, MN 55430

Link: [Webex Meeting link](#)

[Download Agenda](#)



5

Access to Participants - continued

- Meeting Agenda

CITY COUNCIL MEETING

VIRTUAL meeting being conducted by electronic means in accordance with Minnesota Statutes, section 13D.021 Public portion available for connection via telephone Dial: 1-312-535-8110 Access Code: 280 470 577 May 26, 2020

AGENDA

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

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

a. VIRTUAL meeting being conducted by electronic means in accordance with Minnesota Statutes, section 13D.021 Public portion available for connection via telephone Dial: 1-312-535-8110 Access Code: 280 470 577 or for video log in to <https://logis.webex.com/logis/j.php?MTID=m05667aaa7197c421d53d059155e08667>

URL that directly connects to the video portion of the meeting



6

Access to Participants - continued

- Ordinance Amendment

Public Notice - Proposed Ordinances

The City's legal notices are published in the official newspaper, the *Brooklyn Center Sun-Post*. New proposed ordinances and proposed amendments to existing ordinances are posted on the City's website at least 10 days before the City Council schedules a final vote. For more information, contact the City Clerk at 763-569-3300.

An Ordinance Amending Chapter 3 of the City Code of Ordinances Relating to Building Codes

[\(Click here for the proposed language\)](#) Public Hearing June 8, 2020

- Publication in newspaper
- Posting on window



7

Participating in Public Hearing

- People that have called prior to the meeting wanting to speak
- People that have emailed questions prior to the meeting
- People that have joined the meeting by telephone the night of the meeting
- People that have joined the meeting by Webex the night of the meeting



8

Participating in Public Hearing - continued

- Rules need to be stated similar to open forum
 - *Example: Remember to keep your screen on mute until the person addressing the City Council is finished. If you are on the telephone, please refrain from any conversations during this time*
- Remember the host of the meeting has the ability to mute participants in the meeting, during the meeting



9

Participating in Public Hearing - continued

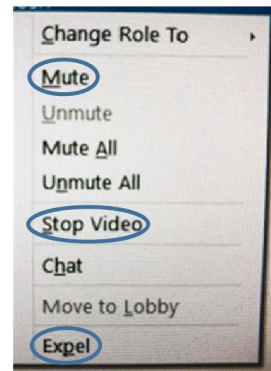
- The people that have expressed interest in participating prior to the meeting go first
 - Called off by name
 - Similar to blue cards
- Ask “is there is anyone else wanting to address the City Council”
 - These individuals would be called upon by the Mayor



10

Managing the Meeting

- What happens if someone gets out of hand
- Host has the ability to:
 - Mute participants
 - Stop video of participants
 - Expel (participants; right click on specific participants)
- Downfall: The participant can re-enter the meeting



11

Managing the Meeting - continued

- Running an efficient meeting is key
- Control of residents wanting to address the council is being address to assist the efficiency piece



12

Recap

- The “Notice” process is set in place and satisfies the State requirements
- Access to participants
 - Adding new means for participation
- Participating in Public Hearing
 - Observing “rules” during the public hearing
- Managing the meeting
 - Control the participants through options in the program



MEMORANDUM - COUNCIL WORK SESSION

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: N/A

BY: Mark Ebensteiner, Finance Director

SUBJECT: COVID-19 Financial Impact Overview and Discussion

Recommendation:

The purpose of this work session item is to provide an update on the COVID-19 pandemic primarily related to anticipated financial impacts to the city.

It is recommended that the City Council consider providing direction to staff regarding the approach on expected revenue shortfalls.

Background:

Policy Issues:

Is the direction city staff is taking to address anticipated financial impacts in keeping with council expectations?

Strategic Priorities and Values:

Enhanced Community Image, Resident Economic Stability, Safe, Secure, Stable Community, Operational Excellence

ATTACHMENTS:

Description	Upload Date	Type
COVID-19 Information	5/21/2020	Backup Material

On March 13, 2020, the Governor of Minnesota issued Executive Order 20-01 and declared a peacetime emergency due to the COVID-19 pandemic. As a result, early the following week, March 17, 2020 the city closed both liquor stores, Earle Brown Heritage Center, and the Community Center. Many other city employees also began working modified schedules, primarily from home if possible as city hall and other city buildings were closed to the public. As we are all aware of, the impacts of the pandemic are significant and far reaching with many unknowns. As city staff began to navigate and consider the financial impacts of COVID19, we evaluated the general fund in detail, initially focused on the impact the pandemic may have on total general fund revenues as well as cash flows.

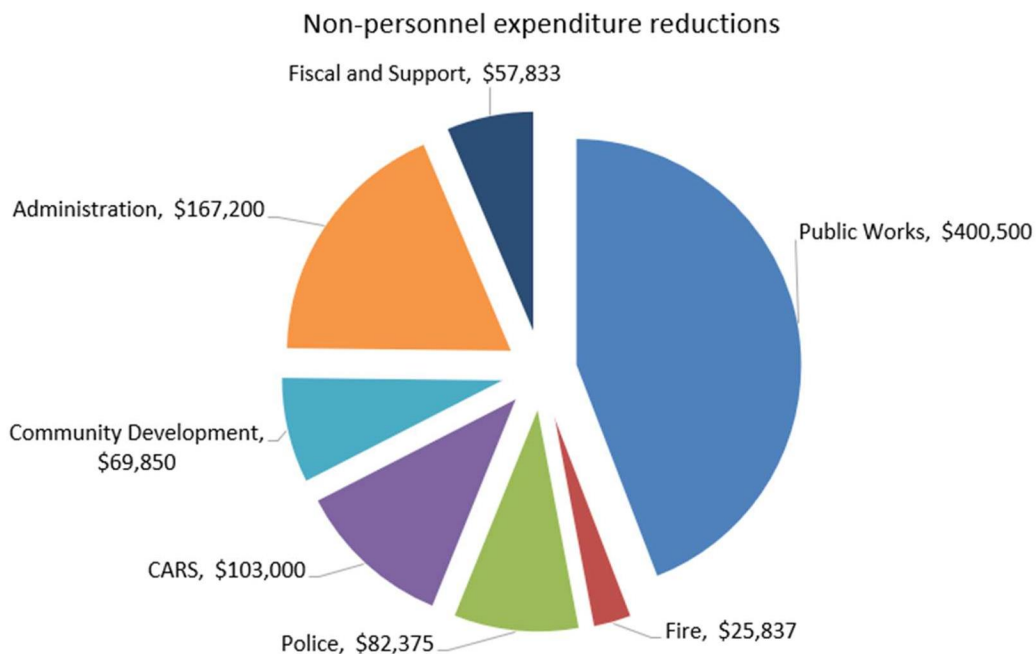
The following depicts our initial estimates in regards to possible revenue shortfalls:

Revenue	Amount
Property Taxes (10% delinquency)	\$ 1,796,786
Lodging Tax (20% collection rate)	493,680
Licenses and permits	160,000
Program Income (net of expenditures)	40,255
Possible revenue shortfall	<u>\$ 2,490,721</u>

Some items to highlight include:

- Property tax delinquency rates during the most recent recession in 2008/2009 were around 7%. We initially estimated 10% as there are so many unknowns. It is important to note that delinquent property taxes will affect current cash flow but are expected to be collected in future years.
- With the stay at home order the lodging industry has been experiencing 80-90% decreases in occupancy. Based on collections through April, the 20% collection rate appears appropriate.
- Program income in the general fund is primarily related to the community center and recreation programs, both of which have been shut down since mid-March.
- These are a work in progress and upcoming data points will be helpful in revenue assumptions, especially after June and July tax settlements are received.

As we completed our initial revenue shortfall estimate we turned to expenditures. Department heads thoroughly reviewed their respective budgets and provided initial possible cuts. We focused on non-personnel cuts which included supplies and other services/charges. These initial reductions amounted to \$906,595. The following chart depicts these by department:



Some divisions were able to trim more expenditures than others due to the nature of services they provide. Public Works see significant spring and summer expenditures related to maintaining fields for baseball and soccer, for example, while Public Safety has seen very little change in workload. Also, although public works had the largest reduction to general fund expenditures, approximately \$300,000 of these are planned to be funded by available municipal state aid.

We then progressed to review personnel savings and reductions. Currently the city budgets \$350,000 for personnel savings in relation to vacancies and turnover. It is important to note that savings will not start until we reach the \$350,000 threshold. Personnel reductions include a combination of recognized savings to date, director identified savings, and possible savings in regards to current vacancies.

The following is a summary of the current and considered personnel reductions:

Current savings

Savings from positions filled in 2020	\$	25,616
Savings from current vacancies through 5/26/2020		122,509
Estimated savings for community center layoffs through 5/26/2020 (net of unemployment)		14,791

Possible reductions/savings

Reduction in Community Development and Public Works seasonals and interns		197,833
Savings if six current vacancies are not filled through 2020		249,823
Total current and possible savings		610,572
Budgeted savings		(350,000)
Net expenditure reduction	\$	260,572

Our initial evaluation of current and possible expenditure reductions resulted in a total of \$1,167,167 summarized as follows:

Non-personnel reductions	\$	906,595
Personnel reductions		260,572
Total identified/possible reductions	\$	1,167,167

Although the expenditure reductions are significant there is an estimated remaining gap of approximately \$1.3 million. In addition, there will be some impact on service levels by implementing these reductions. Approaching week 10 of the shutdown there are still many unknowns so there are many assumptions and estimates that went into these figures. We are confident that there will be a revenue shortfall gap and the following are options, listed in staff recommended order, we have to bridge that gap:

1. **Legislation** – Currently there are two bills at the state level that are being considered that would distribute a portion of the state's allocation of the Federal Coronavirus Relief Fund (CARES Act) to local governments. The separate bills estimate a possible allocation of \$2.8 million or \$1.6 million. However, it should be noted these funds cannot act as a direct supplement to revenue loss and would only cover costs directly related to COVID-19 such as personal protective gear purchases (PPE) and cleaning supplies unless they made additional exceptions. At this point we estimate the city may be eligible the city may be currently eligible for up to \$646,911 if personnel services were also eligible. Current expenditure related to COVID-19 include \$628,081 in personnel services and \$18,830 of supplies primarily related to personal protective equipment.

In addition to the state legislation, the federal government is currently discussing the Heroes Act (Health and Economic Recovery Omnibus Emergency Solutions Act) a massive coronavirus relief bill, which would provide \$375 billion in direct assistance to local governments. City staff are continually monitoring the progress of this legislation but the possibility of approval is currently unknown.

Availability: Yes, if bill/act approved

Potential value: State = \$18,830 up to \$646,911 (expenditures through 5/26/2020)
Federal = \$10.2 million in 2020, \$5.1 million in 2021

Long-term Impacts: This would be a direct reimbursement of expenditures and would have no long-term impacts.

2. **Use of General fund reserves** – The fund balance policy that is currently in place calls for a year end unassigned fund balance of between 50-52% of the following years budgeted expenditures. At 12/31/19 the city has the proper \$12,372,874. If we were to utilize reserves to bridge the gap, each 1% reserve reduction would equate to \$237,940. To bridge the full gap the city would utilize 5.6% of reserves. If this option was utilized, we would propose a temporary change to the policy to the lower percentage with expectations to replenish over a 3-year period.

Under our current operating budget policy, the City Manager may recommend utilizing a portion of fund balance reserves to supplement any revenue shortfall. In addition, with the city's current target of 50-52%, any significant use of fund balance would result if us falling under this percentage. As a result of falling below, we would recommend that council consider modifying the policy and decreasing the targeted balance temporarily.

Availability: Yes

Potential value: Funding of the full potential gap of \$1.3 million would be available.

Long-term Impacts: Use of fund balance to support all or a portion of the shortfall would have an impact on future years. With future balanced budgets there will be challenges replenishing this use depending on general fund activity. By definition this reserve is in place to provide cash flow through tax collections and for unforeseen circumstances.

3. **Additional expenditure reductions** – An option would be to propose additional expenditure reductions including operating expenditures such as payroll, supplies and professional services as well as capital outlay. As an additional note, in regards to personnel services, the average employee of the city costs approximately \$100,000 including salary and benefits. For each employee laid off the city would recognize approximately 65% of savings.

Availability: Yes

Potential value: \$100,000 - \$200,000

Long-term Impacts: May impact the level of services that are provided in the short-term. If positions are not refilled it could have additionally longer-term impacts.

4. **Use of Emergency Reserve** – An emergency reserve fund had been established for unforeseen circumstances. The fund does not have a consistent revenue source other than interest earnings. The last time a portion of the funds were used was to cover costs related to a tornado. At 12/31/2019 the fund had a cash balance of \$1,144,755. Considering COVID-19 is an unforeseen circumstance, use of these fund would be appropriate.

Availability: Yes

Potential value: \$1,144,755

Long-term Impacts: If all or a portion of this emergency balance was used, based on policy, the City Manager would establish a plan to replenish the fund back to \$1,000,000 over future years.

In the end, any combination of these options will bridge the revenue shortfall for 2020, however, with the long-term effects of the pandemic unknown, the impacts will linger as we progress into the 2021 budget session and beyond. This is a very fluid situation and we don't have all the answers to every scenario currently, but staff is continually monitoring the financial impacts as a team.

Does the Council have any questions or concerns about the use of any of the options?

Does the Council agree with staff's recommended order of priority? If not, what revised order does the council prefer?

MEMORANDUM - COUNCIL WORK SESSION

DATE: 5/26/2020

TO: City Council

FROM: Curt Boganey, City Manager

THROUGH: Dr. Reggie Edwards, Deputy City Manager

BY: Barb Suciu, City Clerk

SUBJECT: Pending Items

Recommendation:

- Strategic Plans for years 2018-2020 and 2021-2023
- Discussion of Mayor/City Council roles & responsibilities (CommonSense Inc.)
- Beautification & Public Art Master Plan

Background:

Strategic Priorities and Values:

Operational Excellence