



CITY COUNCIL WORK SESSION
City Hall—Shared Vision Room, 3989 Central Ave NE
Tuesday, September 05, 2023
6:00 PM

Mayor
Amada Márquez Simula
Councilmembers
Connie Buesgens
Kt Jacobs
Rachel James
Justice Spriggs
Interim City Manager
Kevin Hansen

AGENDA

ATTENDANCE INFORMATION FOR THE PUBLIC

Members of the public who wish to attend may do so in-person, by using **Microsoft Teams Meeting ID 278 254 427 462, Passcode pfepBS**. For questions please call the Administration Department at 763-706-3610.

CALL TO ORDER/ROLL CALL

WORK SESSION ITEMS

- 1. Discuss Residential Time of Sale Program. (30 Minutes)**
- 2. Safe Streets For All Citywide Safety Action Plan Request For Proposal Discussion. (30 Minutes)**
- 3. SRO Contract Discussion. (20 Minutes)**
- 4. Overview of Proposed 2024 Budget. (25 Minutes)**
- 5. City Council. (5 Minutes)**
***Discussion Regarding Capturing Majority Decisions in Council Minutes.**

ADJOURNMENT

Auxiliary aids or other accommodations for individuals with disabilities are available upon request when the request is made at least 72 hours in advance. Please contact Administration at 763-706-3610 to make arrangements.



CITY COUNCIL WORK SESSION MEETING

AGENDA SECTION	WORK SESSION ITEM
MEETING DATE	09/05/2023

ITEM:	Discuss Residential Time of Sale Program								
DEPARTMENT:	Community Development	BY/DATE:	Mitchell Forney, 8/25/23						
CORE CITY STRATEGIES:	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Healthy and Safe Community</td> <td><input type="checkbox"/> Thriving and Vibrant Destination Community</td> </tr> <tr> <td><input type="checkbox"/> Equitable, Diverse, Inclusive, and Friendly</td> <td><input type="checkbox"/> Strong Infrastructure and Public Services</td> </tr> <tr> <td><input type="checkbox"/> Trusted and Engaged Leadership</td> <td><input type="checkbox"/> Sustainable</td> </tr> </table>			<input checked="" type="checkbox"/> Healthy and Safe Community	<input type="checkbox"/> Thriving and Vibrant Destination Community	<input type="checkbox"/> Equitable, Diverse, Inclusive, and Friendly	<input type="checkbox"/> Strong Infrastructure and Public Services	<input type="checkbox"/> Trusted and Engaged Leadership	<input type="checkbox"/> Sustainable
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<input type="checkbox"/> Trusted and Engaged Leadership	<input type="checkbox"/> Sustainable								

BACKGROUND:

Municipalities in Minnesota are authorized under state statute to create city-based inspection requirements for residential properties prior to sale. These inspections are generally referred to as “Truth in Housing Inspections”, “Point of Sale Inspections” or “Time of Sale Inspections”. The inspections are based upon individual criteria for minimum housing codes that are selected by each city.

Time of Sale (TOS) inspections identify health and safety hazards which are established by the building code and discretionary city standards. When establishing the minimum standards for the City of Columbia Heights, the Building Official has recommended a TOS program that focuses on immediate hazardous items that are a threat to the health and safety of residents. These hazardous items are outlined in the attached TOS program outline prepared by the Building Official. If hazards are identified through the TOS process, the homeowner (seller) or buyer will be responsible for correcting the issues. When crafting a TOS program, city’s must decide a few base parameters that will guide the overall scope of the program. These decision points regarding the running of a potential TOS program are highlighted below.

STAFFING:

Cities that require TOS inspections may choose to have city staff complete the inspections, or they may license independent inspectors to complete the inspections. The following cities require an inspection by a city official prior to sale of a home:

- New Hope
- Richfield
- St. Louis Park
- Bloomington

The following cities require an inspection by an independent home inspection contractor prior to sale of a home:

- Minneapolis
- St. Paul

- South St. Paul
- Maplewood
- Hopkins
- Robbinsdale

When choosing between the two options for Columbia Heights, staff recommend that TOS inspections be completed by City staff. According to data provided by local realtors, there has been an average of 300 homes sold annually in Columbia Heights over the past three years. To inspect this many homes, the City would have to hire one additional staff person in the Community Development Department. This individual would ideally hold a Limited Building Official license and be capable of completing additional inspection work beyond the TOS program. In addition to TOS inspections, the new inspector would track new businesses that enter the city for code compliance (Business use Certificate of Occupancy), assist the Building Official with investigations of illegal unpermitted work, and help with zoning code violations.

In staff's opinion, keeping the inspections in house ensures the quality of inspections. As highlighted in the attached star tribune article "More Minnesota home buyers are skipping an inspection, but should they?" there are very little to no qualifications to become a home inspector. The article goes on to state: "Becoming a real estate agent in Minnesota involves testing, licensing and continuing education. None of that is required to become a Minnesota home inspector. Unlike in other states, in Minnesota there is no exam to pass and no state board to oversee or regulate home inspectors. Several for-profit companies offer educational coursework and training to become a home inspector but there is no law that would prevent someone from starting a small business as a home inspector without any formal schooling." While there are certifications a home inspector could receive, it is very easy to be underqualified within the industry especially compared to a staff member with a Limited Building Official license.

If the new position is approved by the Council, funding for a new inspector would be provided by permit revenue generated by the TOS program, and a general fund levy contribution to cover the expected permit revenue shortfall. Right now, staff expect that the program will generate \$50,000 annually in permit revenue. The expected salary and benefit package of the inspector position is estimated at \$110,000. This means that the general fund will need to provide approximately \$60,000 to fund the position in year one.

IMPLEMENTATION

Depending on the severity of items identified in the inspection program there is only one pathway to remediating possible hazards. The building official would like to focus solely on health and safety issues. If an immediate hazard exists, it must be corrected, and if the dwelling is occupied, corrective action must be taken by the owner or the owner's agent. If the dwelling is vacant, it cannot be occupied until all hazards are corrected. If the owner/seller cannot or will not undertake corrective action, the buyer may elect to assume the immediate hazards identified in the Time-of-Sale Housing Evaluation Report. A buyer intending to assume the hazards must first obtain written consent from the City of Columbia Heights Building Official by signing, in person, a Hazard Correction/Responsibility form.

The responsible party or their contractor(s) must obtain the necessary permits from the City of Columbia Heights and ensure all permits are closed prior to occupancy. To enforce this process/hold liability over the improvements, the program can require an escrow, equal to the valuation of the improvements, be held by the title company to ensure the items are fixed. Alternatively, the city could enter into a contract to fix the items with both parties, but enforcement of the improvements would be more costly. Whereas, holding the

funds in escrow would allow for all parties to complete the necessary improvements. Staff does not recommend that the City act as escrow agent for the transactions. The title company that is closing the sale of the property will be responsible to show proof of the escrow agreement.

Home Sales Included

When deciding what properties to include in the TOS program, there are a few options. The first option would be to apply the program to all single-family, two-family, condominiums, and townhomes offered for sale. Multi-family rental buildings of four or more units would be excluded. Staff believes this option to be the best route for Columbia Heights, as it gives staff an opportunity to see a larger percentage of the City's housing stock firsthand. This option also opens the door to catching more unlicensed contractors and home flippers who are often profiting from unpermitted and structurally deficient work. Finally, this option would also provide a minimum amount of security for all new residents, and most importantly those that are choosing to forgo an inspection from a private home inspector.

The second option would still apply to the same residential structures but would only be applied to homes that had sold within the last five years, or any home that previously held a rental license. The intent of narrowing the focus in this manner would be to home in on illegal house flipping.

Sewer Inspection Required

Of the 12 cities that requires point of sale inspections, only two require sewer inspections as a part of their time of sale inspections. Staff recommend that a sewer inspection be required alongside the TOS inspections. Many other cities require sewer inspections prior to sale to cut down on surprise costs to buyers while also preventing Inflow and Infiltration (I&I) to the sewer line, ultimately saving the City money. This part of the program will require a sewer line to be televised and for proof of the televising to be submitted to the building official and the buyer. Unlike the rest of the program, the sewer inspection will not be required to be fixed or held in escrow but up to the buyer and seller to negotiate.

CONCLUSION:

Staff thought it was timely to bring this topic back to the council for discussion, as a large piece of the program (extra staffing) is a part of Community Developments 2024 Budget request. Staff's recommendation for the layout of the program can be found in attachment #2, the Time of Sale Program Outline. Any changes recommended by the Council can be made before formal adoption of the program and 2024 budget.

ATTACHMENT(S):

1. **"More Minnesota home buyers are skipping an inspection, but should they?" Article**
2. **Time of Sale Program Outline**

HOME & GARDEN

More Minnesota home buyers are skipping an inspection, but should they?

Experts weigh in on the pluses and minuses.

By Kevyn Burger Special to the Star Tribune | JUNE 10, 2022 — 7:30AM

It was a calculated risk but one that prospective homebuyer Kat Dodge felt she had to take.

"I kept bidding on houses where I came close but didn't win. I started looking in February and made offers on six places I didn't get," said Dodge, 28, a communications manager at the University of Minnesota. "Rates are going up and so's my rent. I had to make my offer more competitive."

After walking through a two-bedroom townhouse just hitting the market, she decided to change her game plan. For the first time, she made a bid that waived her right to have a home inspection.

"In this hypercompetitive market, not having an inspection is a way to entice the sellers to pick you," she said.

Home inspections have long been as much a part of a transaction as a "For Sale" sign in a front yard. But in the red hot market of the past few years, with many sellers choosing from multiple above-price offers, more deals are closing without this once-standard element of the sale process.

ADVERTISEMENT



ELIZABETH FLORES. STAR TRIBUNE

Kat Dodge waived a home inspection on her townhouse in Inver Grove Heights. She reviewed homeowner association documents,

Experts weighed in on the pluses and minuses of the growing practice of skipping the home inspection, which has home inspectors, somewhat apprehensively, participating in emerging hybrid models of surveying a home.

To inspect or not to

Skipping the inspection is an option that Chris Galler, CEO of the 22,000-member association of Minnesota Realtors, advises against.

"We've recommended inspections for years and we still do in this market today. Inspections are a good value for consumers purchasing existing homes; new homes have warranties in place," he said.

Inspectors typically provide buyers with a written roof-to-foundation report that reviews and evaluates the condition of a home's interior and exterior structure, its safety and major systems — electrical, plumbing, HVAC. Inspectors spend a few hours on site, poking, prodding and casting their practiced eyes around the property. The inspection fee, which the buyer pays, is based on the size of the home.

According to Galler, the purpose of the inspection is not to detect every defect in the home but rather to provide the buyer with a realistic evaluation.

"An inspection educates the buyer about the property and that will help them be successful in homeownership. The report lets them know that the furnace or maybe the water heater or roof is fine today but in five years or 10 years they'll have to replace it," he said.

While it is ultimately up to the buyer to decide whether to make their offer contingent on an inspection or to forgo it, they often listen to the counsel of their real estate agents.

Realtor Tyler Miller, CEO of the Blaine-based Tyler Miller Team, explains to his clients that deferring the inspection can be used as a strategic tactic when writing a bid.

"You may be negotiating with the seller's agent who mentions they have several offers with the inspection waived. When we're up against that, to win we may have to waive it, too, or be willing to pay more if we don't," he said.

An inspection can reveal problems that the seller may not have been aware of, but once the seller has been informed about them they must disclose them to potential buyers. Miller said that's just one reason why sellers prefer that offers not be contingent on an inspector's report.

"It's a huge win for a seller to avoid the what if," he said. "Around the inspection, there's a time window when buyers can cancel for any reason including buyer's remorse. With no inspection, the seller accepts the offer, it goes pending and they can start packing."

New options

Miller said some buyers seek peace of mind with new inspection variations that have recently emerged.

One is to make the process pass-fail. The buyer still gets an inspection but agrees not to use the findings to renegotiate the price or demand repairs up to a specified cap, like \$5,000. With this option, the buyer preserves their right to walk away if a costly deal-breaker is uncovered.

The other evolution is a walk-through inspection, when the inspector accompanies the buyer during the showing and offers an on-the-spot verbal analysis.

"Not even a full inspection can catch everything, but a good inspector can see a lot during a one-hour mini or rapid inspection," Miller said.

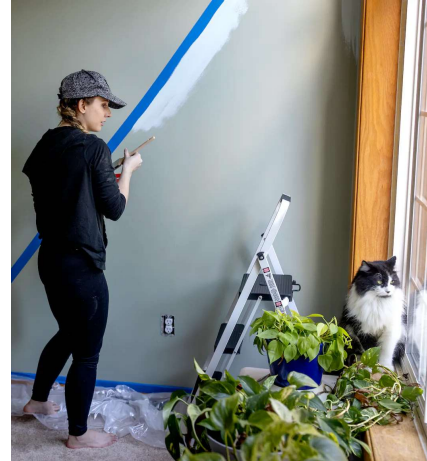
Home inspector Jeremiah Anderson figures about a third of his business now involves these walk-throughs, which he performs for \$125, less than half of what his full inspection report usually costs.

"I was against this at first, but I've come around. There is value in it," he said. "The buyer can ask about specifics and while I'm not a general contractor, I can answer questions about what's possible if they want to remodel."

Since starting JB Anderson Inspections in 1999, Anderson guesstimates he has performed some 5,000 inspections. But as fewer buyers have sought his reports, his business has dropped and he had to let go of two inspectors who worked for him.

He worries that waiving inspections is a desperate desperation move that will catch up with some unsuspecting buyers.

"People are in dire situations; they sold their home and are living with family or in a short-term rental. They want out so bad that they waive the inspection to get the deal," he said. "They're thinking short term, how do I get a house, not about what could come up that they don't have the money to fix because they spent so much for the property."



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ELIZABETH FLORES, STAR TRIBUNE

Kat Dodge painted alongside her cat Tony Bennett in her new home in Inver Grove Heights.

But Miller said he suspects that as the market inevitably cools down, which is already happening, the traditional inspections of old will again become routine.

"We're in uncharted waters," he said. "My team has probably sold 120 houses without inspections. To my knowledge, knock wood, we haven't had one buyer come back to say they got in a house with a lot of problems."

Inspecting the inspectors

Becoming a real estate agent in Minnesota involves testing, licensing and continuing education. None of that is required to become a Minnesota home inspector. Unlike in other states, in Minnesota there is no exam to pass and no state board to oversee or regulate home inspectors.

Several for-profit companies offer educational coursework and training to become a home inspector but there is no law that would prevent someone from starting a small business as a home inspector without any formal schooling.

The American Society of Home Inspectors (ASHI) is the professional association for the industry; ASHI Heartland, based in Minneapolis, represents about 90 home inspectors in Minnesota. To qualify for membership, inspectors must undergo a background check, pass a test and take continuing education classes. After performing 250 inspections as an associate, inspectors can become ASHI-certified and can use that to promote their work.

"It's important that consumers vet their inspector and don't just ask about the price," said ASHI-Heartland's president, Matt Butcher, who has been a home inspector for 19 years.

Butcher said that right now, inspectors have particular value in identifying a new wave of homes that look good until the surface is scratched.

"Nowadays the biggest issue is flipped houses. A DIY'er buys it to resell it quick and they're tackling projects they're not qualified to do," he said. "A good inspector can spot clues on poor work done by someone who learned on YouTube."

Offer accepted

Kat Dodge is settling into her role as a first-time homeowner. Last month she finally made a winning offer and she closed on the southeast metro townhouse without having it inspected. She's busy sprucing up the space to bring it in sync with her style.

"I'm thinking about doing that fad of a geometric design on bedroom walls and maybe an interior lime wash in the bathroom," she said.

Dodge has found "no glaring issues" in her 25-year-old unit and said she isn't excessively worried about the soundness of its interior systems. Her review of documents from the homeowner association was reassuring about the building's exterior.

"I did what I had to do to get a place. First it was really saving my money and then it was waiving the inspection to sweeten my offer," she said. "I'm feeling pretty good about it, but we will have to see how it works out."

Kevyn Burger is a Minneapolis-based writer and broadcaster.

Time-of-Sale (TOS) Housing Inspection Program

Scope:

In the current housing market home buyers are faced with bidding wars for limited housing stock and a growing number of home buyers are opting to forgo home inspections in order to make their offers appear hassle-free. This proposal is intended to provide an additional layer of oversight to catch hazardous conditions that could lead to costly repairs. The Time-of-sale housing inspection program will also be used to catch and track people illegally flipping homes in the city.

The Time-of-Sale (TOS) Housing Inspection Program provides potential purchasers with information about the condition of a dwelling and requires the correction of immediate hazards or assumption of hazards by the new buyer.

A Time-of-Sale Housing Inspection must be completed, and a Time-of-Sale Housing Evaluation Report must be filed with the City of Columbia Heights for all single and two-family dwellings, condominiums, townhouses and mobile homes offered for sale. Multi-family rental buildings of four (4) or more units are not included. A Time of Sale Inspection application will need to be filled out, the fee paid before an inspection can be scheduled.

Immediate Hazardous Items:

Nine items not meeting current codes or standards have been identified as immediate hazards which are conditions or defects **likely to cause injury to a person or property if not corrected.**

1. Heating systems that are unsafe due to burned out or rusted heat exchangers; burned out, rusted or plugged flues; no vent; connection with unsafe gas supplies; or incapacity to adequately heat the living space. (requires certification from a licensed contractor may be omitted if appliances have been replaced recently)
2. Water heaters that are unsafe due to burned out or rusted heat exchangers; burned out, rusted or plugged flues; no vent; connection with unsafe gas supplies; or lack of temperature and pressure relief valves. (requires certification from a licensed contractor may be omitted if appliances have been replaced recently)
3. Electrical systems that are unsafe due to dangerous overloading; damaged or deteriorated equipment; improperly taped or spliced wiring; exposed uninsulated wires; temporary distribution systems; ungrounded systems; or extension cords used with permanent appliances (e.g., garage door openers and window unit air conditioners). (requires certification from a licensed contractor)
4. Plumbing systems that are unsanitary due to leaking waste systems, fixtures or traps; lack of an operating toilet; lack of washing and bathing facilities; cross connection of municipal water supply with fixtures or sewage lines; or the lack of water.

5. Structural systems, including walls, chimneys, ceilings, roofs, foundations, floor systems or decks which are not capable of carrying imposed loads.
6. Exterior roofs, walls, chimneys and foundations that are not weather tight and water tight to the extent that it creates an immediate hazard.
7. Abandoned fuel tanks.
8. Refuse, garbage, human waste, decaying vermin or other dead animals, animal waste, vermin infestation or other materials rendering residential building and structures unsanitary for human occupancy.
9. Lack of properly located and operational smoke detectors.

Correcting Hazardous Conditions or Buyer Assumes Hazards:

When hazardous items are identified by the TOS Evaluator, a TOS re-inspection must be scheduled with the City of Columbia Heights to follow up and determine whether the hazardous condition has been corrected.

If an immediate hazard exists, it must be corrected, and if the dwelling is occupied, corrective action must be taken by the owner or the owner's agent. If the dwelling is vacant, it cannot be occupied until all hazards are corrected.

If the owner / seller cannot or will not under take corrective action, the buyer may elect to assume the immediate hazards identified in the *Time-of-Sale Housing Evaluation Report*. A buyer intending to assume the hazards must first obtain written consent from the City of Columbia Heights Building Official by signing, in person, a Hazard Correction/Responsibility form.

Proof of a financial guarantee in the form of a cash escrow at least equal to the determined valuation of repairs must be posted with an attorney, closing company or Title Company to ensure the completion of the necessary corrections. The minimum escrow amount is \$500. The city does not hold escrow checks.

The owner or the owner's contractor(s) must obtain the necessary permits from the City of Columbia Heights and the dwelling is subject to City of Columbia Heights re-inspection of all open permits prior to occupancy.

Sewer Line Inspection:

As part of this program the seller is required to have the sewer line of the house televised. Proof of the inspection must be submitted to both the building official and any potential buyer of the property. Unlike other hazards or corrections, proof of escrow is not required but the required repairs follow the same assumption of responsibility outlined above.

Item 1.



⚠️ VERBODEN TOEGANG AAN DE WERKRUIMTE
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me te betreden. Het is niet toegestaan de lift te gebruiken voor
andere doeleinden dan die bedoeld zijn in de gebruiksaanwijzing.
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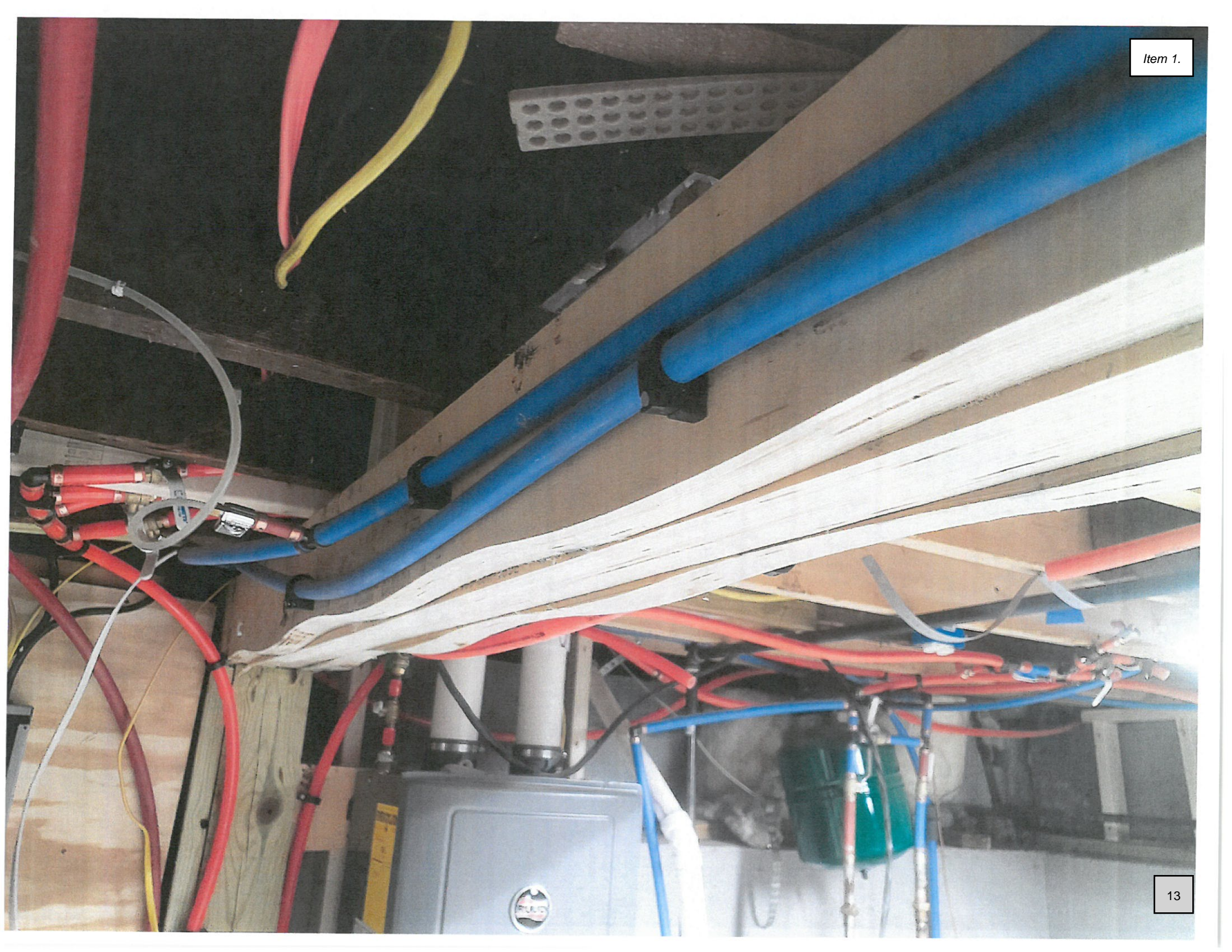
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LUMBIA HEIGHTS
OF INSPECTION
706-3570

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Item 1.









ENERGYGUIDE
Compare the Energy Use of this Water Heater with Others Before You Buy.
This Model Used 4800 kWh/year
Use most Energy 6700

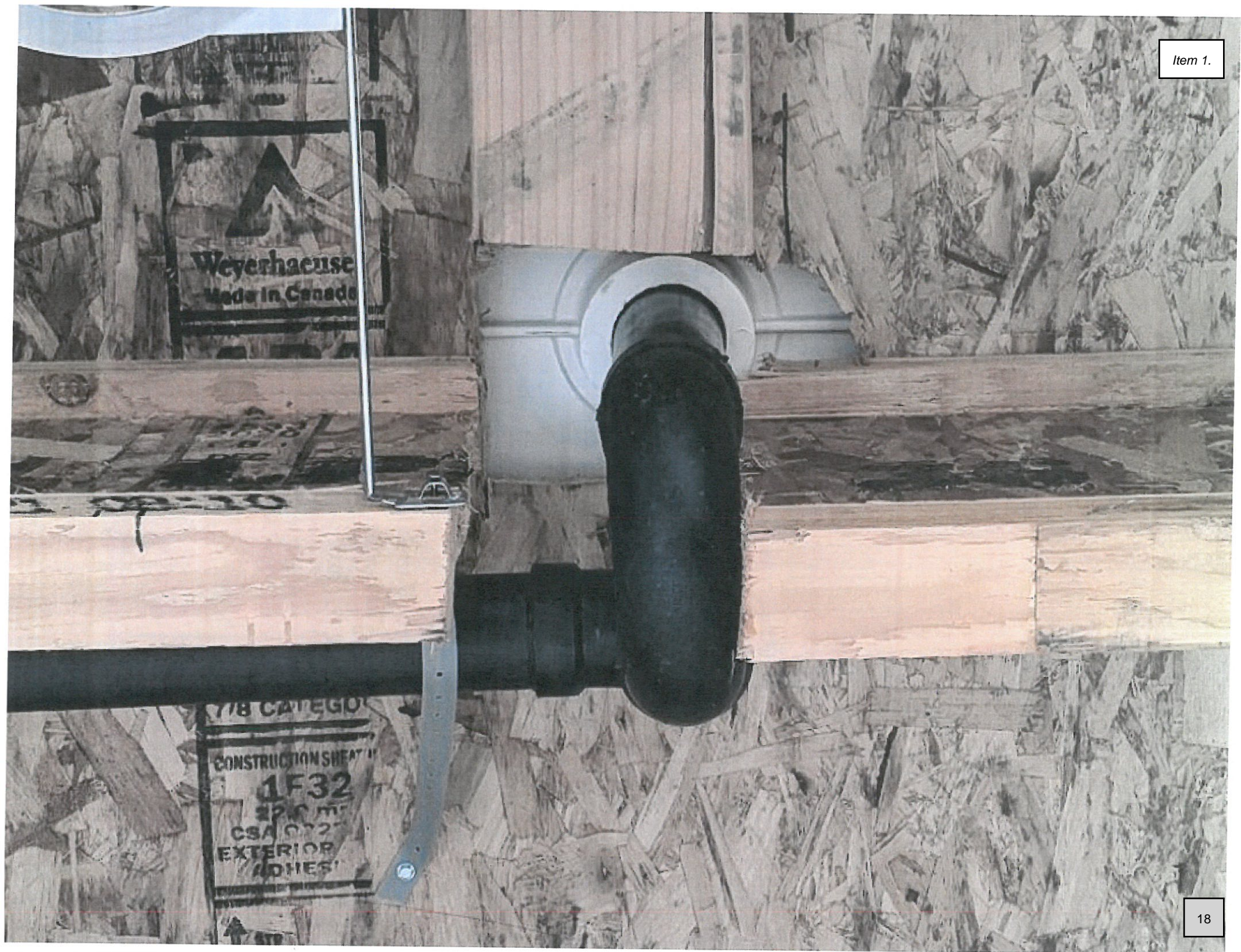
For the electrician's use
Electric Water Heaters
3-Phase Applications
Therm-O-Stat
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THIS POUCH CONTAINS A MANUAL WITH
INSTALLATION INSTRUCTIONS AND WARNINGS.
DO NOT REMOVE.
INSTALLER-PLEASE REMOVE FROM HEATER
OR AFFIX ADJACENT TO HEATER.

Item 1.



Item 1.







CITY COUNCIL WORK SESSION MEETING

AGENDA SECTION	WORK SESSION ITEM
MEETING DATE	SEPTEMBER 5, 2023

ITEM:	Safe Streets For All Citywide Safety Action Plan Request For Proposal Discussion.		
DEPARTMENT:	Engineering	BY/DATE:	City Engineer / August 29, 2023
CORE CITY STRATEGIES: <i>(please indicate areas that apply by adding an "X" in front of the selected text below)</i>			
<input checked="" type="checkbox"/> Healthy and Safe Community		<input type="checkbox"/> Thriving and Vibrant Destination Community	
<input type="checkbox"/> Equitable, Diverse, Inclusive, and Friendly		<input checked="" type="checkbox"/> Strong Infrastructure and Public Services	
<input type="checkbox"/> Trusted and Engaged Leadership		<input type="checkbox"/> Sustainable	

BACKGROUND:

The City of Columbia Heights has been awarded a federal grant for development of a citywide safety action plan through the Safe Streets for All (SS4A) program funded by the Federal Highway Administration (FHWA). The focus of the citywide safety action plan will be to significantly reduce or eliminate roadway fatalities and serious injury crashes within Columbia Heights.

To help with developing the citywide safety action plan, the City will hire a qualified consultant to complete the project. A request for proposal (RFP) document will be prepared by the City to outline the requirements and expectations of the project in order to solicit competitive bids or proposals from potential consultants.

SUMMARY OF CURRENT STATUS:

The Council has approved the SS4A grant agreement between the City of Columbia Heights and FHWA at the August 28, 2023 City Council meeting. Once FHWA returns a fully signed copy of the grant agreement to the City as well as providing approval of the National Environmental Policy Act (NEPA) document required for federally funded projects, the City will be able to get started on developing the citywide safety action plan. Preparing a RFP document is the next step in finding a consultant to help with completing the project.

STAFF RECOMMENDATION:

Staff is requesting feedback and thoughts from the Council on any items that should be included in the RFP document to ensure that the City receives well-considered and comprehensive proposals from qualified consultants.

RECOMMENDED MOTION(S):
MOTION: None – discussion only.



AGENDA SECTION	WORK SESSION ITEM
MEETING DATE	SEPTEMBER 5, 2023

ITEM:	School Resource Officer Contract Discussion.		
DEPARTMENT:	Police	BY/DATE:	Lenny Austin, 8/30/2023
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>			
_ Safe Community		_ Diverse, Welcoming "Small-Town" Feel	
_ Economic Strength		_ Excellent Housing/Neighborhoods	
_ Equity and Affordability		_ Strong Infrastructure/Public Services	
_ Opportunities for Play and Learning		_ Engaged, Multi-Generational, Multi-Cultural Population	

ATTACHMENT(S):
 SRO Program Contract Between CHPD and CHPS for January 1, 2023 through December 31, 2023.

SCHOOL RESOURCE OFFICER PROGRAM

**January 1 through
December 31, 2023**

Columbia Heights Police Department

and

Columbia Heights Public Schools

Prepared and Submitted by:

Chief Lenny Austin
October 3, 2022

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MISSION, GOALS AND PRIMARY RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

Mission Statement:

The School Resource Officer is placed in the school environment to identify, correct, and prevent delinquent behaviors and activities, and to create a positive relationship between youth, police, and other authority figures.

Goals:

To work with and through school administrators, counselors, teachers, and students to develop a better understanding and a more positive attitude among students as to the role of a police officer.

To work in Resource with school officials to provide, as much as possible, a safe and crime-free environment for students and staff.

To act as a law enforcement consultant and educator to Columbia Heights School District #13 schools located in Columbia Heights and Hilltop.

Primary Responsibilities:

Law Enforcement

The School Resource Officer shall function as a law enforcement officer within the school environment and under the direction of the Columbia Heights Police Department Captain. The School Resource Officer shall act as a resource for students, teachers, counselors, school administrators and parents. The School Resource Officer shall remain conscious that the primary responsibility is that of a law enforcement officer.

The School Resource Officer plans and coordinates all functions of investigations relating to juveniles and children, in both criminal and non-criminal matters to effectively solve criminal cases and build a basis for successful prosecution when warranted and/or make all appropriate dispositions of non-criminal matters.

The School Resource Officer also develops and presents investigative reports to the County Attorney and/or City Prosecuting Attorney for complaints and coordinates with other juvenile referral agencies to appropriately handle juvenile criminal and non-criminal acts that have come to the attention of the Department.

Education

The School Resource Officer also has additional responsibilities to help educate students, staff and parents. The School Resource Officer does presentations on safety, internet crime, substance abuse and other relevant topics.

School Resource

The School Resource Officer shall act as a resource for students, teachers, counselors, school administrators and parents.

THE OBJECTIVES OF THE SCHOOL RESOURCE OFFICER POSITION ARE:***Objective #1:***

To provide a formal process or rationale to:

- a. Enhance the general safety to students and faculty staff in and around public schools.
- b. Monitor and/or prevent juvenile gang activity and provide intelligence.
- c. Reduce the use of uniform officer intervention at school sites for response to school related service demands.
- d. Maintain community contact for:
parents, students, neighborhoods, community organizations (PTA and other service providers)
- e. Handle incidents such as minor assaults, thefts, and threats as they occur in the officer's assigned schools.

Indicator #1:

Lack of formal or informal complaints or concerns, either written or verbal.
Receipt of letters, phone calls or personal verbal contacts regarding individual or program successes.

Objective #2:

To provide the following services to Columbia Heights School District #13 schools located in Columbia Heights and Hilltop:

- a. To coordinate and directly provide for, in appropriate circumstances, the general safety of students and staff.
- b. To monitor gang activity throughout school property and respond appropriately to non-school related intelligence regarding gang activity.
- c. To reduce the number of calls responded to by uniform officers at school sites.

Indicator #2:

Maintain adequate knowledge through review of daily reports, keeping abreast of the above current problems and disseminating information to Investigations and Patrol.

Objective #3:

Complete all investigations assigned or generated in the field to their proper conclusion.

Indicator #3:

Pass Resource supervisor's review of completed cases. One hundred percent of cases must pass this review.

Objective #4:

Improvement and continual update of Resource Program.

Indicator #4:

A School District representative and Police Department representative will meet quarterly to discuss the Resource Office program. Yearly evaluations to be prepared by School Officials, Police Department and Resource Officer for annual review and evaluation.

Objective #5:

Provide cultural relevant services in schools.

Indicator #5:

Participate in annual cultural competency and equity training offered by the district including onsite and offsite training.

**POSITION DESCRIPTION - SCHOOL RESOURCE OFFICER
ACCOUNTABILITY AND EDUCATION REQUIREMENTS**

The School Resource Officer is a member of the department below the rank of Sergeant. Officer may be assigned from the rank of police officer to serve as School Resource Officer. Officers who desire to serve in this assignment may submit their requests in writing to the Police Captain. Officers serving in the assignment may be removed at the discretion of the Chief of Police. The appointed School Resource Officer may vacate this position with thirty days written notice to the Chief of Police. While serving in this assignment, officers shall receive a pay differential in accordance with the labor agreement in effect at the time of the assignment.

Accountable to:

The School Resource Officer reports to and is directly accountable to the Chief of Police or his designee.

Education and Training Requirements:

POST licensed, supplemented by course work in investigative techniques, interview and interrogation techniques and crime scene processing techniques.

**POSITION DESCRIPTION - SCHOOL RESOURCE OFFICER
QUALIFICATIONS**

1. Considerable knowledge of the principles of modern investigation techniques.
2. Thorough knowledge of scientific methods of crime detection and criminal identification.
3. Thorough knowledge of federal, state and local laws and ordinances that are enforced by the department.
4. The ability to communicate effectively both orally and in writing.
5. The ability to analyze complex criminal transactions and trends and to use information obtained to successfully charge criminal offenders.
6. The ability to develop informants.
7. The ability to independently manage a number of investigations at any one time.
8. The ability to manage time effectively.
9. The ability to speak effectively in public.
10. The ability to work effectively with juveniles.
11. The ability to gain cooperation, support, and assistance of the area church organizations, County Welfare, County Court Services, Juvenile Court, County and City law enforcement, and other agencies in the community.
12. To meet as needed with members of the personnel team and police department representatives to discuss individual student and student body problems that affect school or police department objectives.
13. The ability to provide educational materials and lectures for the students, the school staff and the community on juvenile problems and problem areas, available assistance services for the students and their parents, and other topics deemed important.
14. The ability to assist in the classroom in the teaching of physical, mental and social effects of alcohol and narcotic use and abuse.
15. The ability to train the school staff in matters of school security, symptoms of drug abuse, etc.

16. The ability to identify and take proactive steps to prevent activities that lead or could lead to delinquent behavior and/or activities.
17. The ability to establish a favorable rapport with students as a means for preventing delinquent behavior and activities.
18. The ability to maintain the police image. The School Resource Officer is responsible for the enforcement of city and state law, but whose treatment is fair and recognizes he/she is working in a juvenile environment. The School Resource Officer must assure the students and the staff that he/she is not in the school to create a police state, he/she is there to assist the administrative staff and students.
19. The ability to promote informal contacts between the students and the police, to increase communication and understanding between the two.
20. The ability to meet all other requirements and performance criteria defined for patrol officer position.
21. The ability to serve as a resource person for law enforcement and juvenile court procedures. The officer will be in a position with the school to develop a better understanding and have additional pertinent information for juvenile court determinations.
22. The School Resource Officer is often in a favorable position to work on many creative programs and can work with juvenile group leaders trying to interest them in constructive activities of a recreational or social nature.

**MAJOR AREAS OF ACCOUNTABILITY OF THE SCHOOL RESOURCE
OFFICER POSITION**

1. To attend school staff meetings as a resource person in developing and adopting procedures that will contribute to the prevention of juvenile delinquency.
2. To communicate and cooperate with county welfare officers, probation personnel, and other members of the professional community when appropriate.
3. To assist school staff members in understanding the Anoka County Juvenile Court System, law enforcement ramifications, and the technique of court referrals when necessary.
4. To be a part of the total team effort to provide role models and prevent undesirable behavior patterns from developing. Endeavor to build and maintain rapport between youth, school, and police by day-to-day contact as a resource person.
5. To become involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. Participate in community affairs as requested or assigned, and be available for lectures to school and community groups.
6. To facilitate education programs for students; i.e., acts as a resource person in the continuing development of drug education, etc.
7. To assist and advise in security matters regarding school buildings and properties that are normally supervised by school staff members upon request of appropriate school official(s).
8. To maintain individual police skills, including physical conditioning. Stay abreast of developments in the crime prevention and youth relations fields and changes in related laws and ordinances.
9. To prepare and submit necessary case files regarding cases assigned or investigated.
10. To work under the direction of the investigative supervisor and will accept input from appropriate school administrative personnel.
11. Investigates reported crimes, both in and out of the school environment, for the purpose of collecting evidence and identifying, locating, questioning witnesses and suspects, and making legal arrests as justified by the facts developed.
12. Obtains and processes physical evidence. Handles or arranges for the processing of a crime scene including measurements, fingerprints, photos and drawings, etc.
13. Ensures proper development of cases for prosecution, builds an accurate and

complete case file through reports of actions and findings. Coordinates the disposition of all juvenile matters to provide for unified approach.

14. Ensures proper disposition of cases for prosecution, builds an accurate and complete case file through reports of actions and findings. Coordinates the disposition of all juvenile matters to provide for a unified approach.
15. Ensures proper disposition of all assigned cases, meets with the Police Captain regularly to review the status of all cases and determines whether to pursue, delay or close the matter.
16. Confers with parents, other members of the Criminal Justice System, and those private and public agencies within the community which are involved in the case, counseling or treatment of juveniles, children or family units, in the disposition of matters involving juveniles and/or children.
17. Preparation and presentation of appropriate material to students of elementary, junior and senior high schools.

GUIDELINES FOR THE SCHOOL RESOURCE OFFICER POSITION

1. Work week will be based on a 40-hour week.
2. Work hours will be proximate to the school day.
3. Will be assigned a department vehicle while on-duty.
4. Time commitment is appropriately divided in each of the following categories:
 - a. In-school activity at high school or middle school
 - b. Case investigation, training, and meetings as scheduled
 - c. Elementary schools
5. Primarily reports to the Police Captain. Secondary supervisor is the on-duty police supervisor.
6. Must report to a supervisor daily, but is authorized to report immediately to the school each day if approved.
7. Must be prepared to perform all police functions, as the officer is subject to immediate call-out for other activities, but must be discreet in the visibility of police equipment.
8. Will be assigned a cellular phone, and the phone must be operational during all hours when on duty.
9. Break time will be as defined in the union agreement.
10. Will be assigned desk space at the Police Department and will be provided appropriate office space and supplies by the schools.
11. Must dress in a manner that is acceptable to school administrators and with the approval of the Chief of Police.
12. The officer is at all times under police supervision, but is expected to work closely with school administrators and staff. The objective is to solve problems, assist school staff, and to assist students.

JOINT POWERS AGREEMENT

This Joint Powers Agreement dated this ____ day of _____ is made pursuant to M.S. 471.59 by and between the *City of Columbia Heights (City)* and *Columbia Heights Public Schools (School District)*.

1. **Purpose:** The purpose of this agreement is to create, fund, and implement the positions of **Police School Resource Officer**.
2. **Duties and Responsibilities:** The job description for the School Resource Officer is attached.
3. **Selection Process:** From applications of qualified applicants for the position of School Resource Officer, one or more candidates will be selected by a selection board made up of School District #13 personnel and appointed Police Department personnel. Oral interviews are to be administered by the same selection board. The final appointment of the School Resource Officers are at the discretion of the Chief of Police. The assigned officer may be removed from the School Resource position by a written request from the School District or at the discretion of the Chief of Police.
4. **Funding:** The School District and City will share the following expenses equally during the school year, except in no event may the School District's share of the expenses exceed 1/2 of 9/12 of the total officer compensation and benefit package for the High School Resource Officer and the Middle School Resource Officer.
 - A. Officer's Salary
 - B. Position Grade Enhancement
 - C. Holiday Pay
 - D. F.I.C.A.
 - E. Workers Compensation
 - F. P.E.R.A.
 - G. Hospitalization
 - H. Training and Equipment
 - I. Vehicle-related Costs

The cost breakdowns for the period of January 1, 2023 through December 31, 2023 are attached.

5. **Billing:** The City shall submit a bill to the School District, which will be paid within thirty days of receipt.
6. **Term:** This agreement shall commence on **January 1, 2023**, and shall end on **December 31, 2023**.
7. **General Provisions:** The Police School Resource Officer is a city employee and shall not be considered an employee of the School District for any purpose, including but not limited to salaries, wages, other compensation or fringe benefits, Workers Compensation, Unemployment Compensation, P.E.R.A., Social Security, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights. The officer will report to and be directed by the Police Captain, but will consult regularly with the School District officials. The officer will have office space and phone at the assigned school without cost to the City.
8. **Indemnification by City:** The School Resource Officer is a city employee. The City shall indemnify, hold harmless, and defend the School District, its elected officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the School District, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the City, its agents or employees, in the execution, performance, or failure to adequately perform the City's obligations pursuant to this agreement.
9. **Indemnification by School District:** The School District shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or action which the city, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the School District, its agents or employees, in the execution, performance or failure to adequately perform the School District's obligations pursuant to this agreement.
10. **Termination of Agreement:** Ninety day written notice by either School District or City is required to terminate the program. The Resource Officer can be removed at any time following the written notification of termination of the program.
11. **Temporary Reassignment:** Temporary reassignment of the Resource Officer is at the discretion of the Chief of Police not to exceed thirty consecutive days, contract to be renegotiated after thirty days.

12. The resolution of unforeseen problems arising in this program shall be negotiated by representatives appointed by the School District and the Chief of Police.
13. ***Learning Model Changes.*** The above terms assume a normal, in-person learning model at the Middle School and High School. Due to the COVID-19 pandemic, the School District may switch to a Modified Hybrid or Distance Learning model, resulting in fewer or no students in the Middle School and/or High School. In the event the School Board changes either School to a Modified Hybrid or Distance Learning model, no Liaison Officer will be needed in the school(s) and the District will not incur any costs under this Agreement relating to the school(s) operating under those models from the date the learning model is changed until such time that the District moves to either the in-person or Full Hybrid learning model in that School. While a School is operating under an in-person or Full Hybrid learning model, liaison officers will be utilized and the District is obligated to pay the full cost of liaison services as contemplated by this Agreement.

**COST FACTOR BREAKDOWN
MIDDLE SCHOOL RESOURCE OFFICER PROGRAM**

2023

Base Wage – Middle School Resource Officer:

Patrol Top Wage	\$ 91,624.00/year
Resource Officer Premium	\$ 3,000.00/year
Longevity	\$ 4,776.00/year
Holiday pay	\$ 7,921.00/year
Deferred Compensation	\$ 450.00/year
Overtime Allocation	<u>\$ 7,693.00/year</u>
<i>Total Base Wage</i>	\$115,464.00/year

Compensation and Fringe:

F.I.C.A.	\$ 1,674.00/year
Workers Comp	\$ 11,177.00/year
P.E.R.A.	\$ 20,358.00/year
Employee Insurance	<u>\$ 12,540.00/year</u>
<i>Total Fringe Benefit Costs</i>	\$ 45,749.00/year

Miscellaneous Costs:

Training and equipment allowance	\$ 2,047.00/year
Vehicle related expense	<u>\$ 1,220.00/year</u>
<i>Total Miscellaneous Costs</i>	\$ 3,267.00/year

Total Yearly Costs **\$164,480.00/year**

To compute monthly total:

\$164,480.00 divided by 12 months = \$ 13,707.00

To compute school year total:

\$13,707.00 X 9 months (school yr) = \$123,363.00

To compute School District cost:

½ of 9/12 funding formula = \$ 61,682.00

***Total Cost to Columbia Heights Public Schools
For Middle School Officer for 2023:*** **\$ 61,682.00**

**COST FACTOR BREAKDOWN
HIGH SCHOOL RESOURCE OFFICER PROGRAM**

2023

Base Wage – High School Resource Officer:

Patrol Top Wage	\$ 91,624.00/year
Resource Officer Premium	\$ 3,000.00/year
Longevity	\$ 2,988.00/year
Holiday pay	\$ 7921.00/year
Deferred Compensation	\$ 450.00/year
Overtime Allocation	<u>\$ 7,693.00/year</u>
<i>Total Base Wage</i>	\$113,676.00/year

Compensation and Fringe:

F.I.C.A.	\$ 1,648.00/year
Workers Comp	\$ 11,004.00/year
P.E.R.A.	\$ 20,041.00/year
Employee Insurance	<u>\$ 12,540.00/year</u>
<i>Total Fringe Benefit Costs</i>	\$ 45,233.00/year

Miscellaneous Costs:

Training and equipment allowance	\$ 2,047.00/year
Vehicle related expense	<u>\$ 1,220.00/year</u>
<i>Total Miscellaneous Costs</i>	\$ 3,267.00/year

Total Yearly Costs **\$162,176.00/year**

To compute monthly total:

\$162,176.00 divided by 12 months = \$ 13,515.00

To compute school year total:

\$13,515.00 X 9 months (school yr) = \$121,635.00

To compute School District cost:

½ of 9/12 funding formula = \$ 60,818.00

***Total Cost to Columbia Heights Public Schools
For High School Officer for 2023:*** **\$ 60,818.00**

LAW ENFORCEMENT SERVICES AGREEMENT

This Agreement is by and between the City of Columbia Heights, Minnesota (“City”) and Independent School District No. 13 (“District”). The District and the City are collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, the Parties desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity at District-sponsored events and activities; and

WHEREAS, the District seeks to contract for law enforcement services and functions beyond what is provided by the School Resource Officer; and

WHEREAS, the City is agreeable to rendering such services on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency and receipt of which is acknowledged, the Parties agree as follows:

1. **Term and Termination.** This Agreement is for a term beginning on January 1, 2023 and ending on December 31, 2023. Either Party may terminate this Agreement, with or without cause, by delivering to the other Party a written notice of termination not less than 90 days prior to the date of termination of this Agreement. All payments due under this Agreement shall be prorated in the event of such termination.
2. **Scope of Services.**
 - A. During agreed upon District-sponsored events and activities, the City, through its Police Department, shall provide law enforcement services, including but not limited to the following:
 1. Patrol services;
 2. Enforcement of Minnesota Statute Statues and Ordinances of the City, except ordinances which are primarily regulatory in nature such as zoning ordinances and building codes;
 3. Responding to police, medical, fire, and other emergencies at the event site;
 4. Dispatching and other necessary communication services;
 5. Special event patrol services; and

6. Such other law enforcement functions and services as may be requested and which encompass the duties and functions of the type customarily performed by a municipal police department.
- B. Law enforcement services shall be provided during District-sponsored events and activities by the City upon request of the District. The District shall make a request for law enforcements services to Captain Matt Markham at 763-706-8109 or mmarkham@columbiaheightsmn.gov identifying the date and duration of the event, and the number of law enforcement personnel for the event. The request shall also include a description of the event.
- C. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the City. The City shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide the law enforcement services. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Chief of Police of the City shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section 2.D.
- D. In the event the District, through Bryan Hennekens, Director of Finance and Operations for District, or another authorized agent, notifies the City that the District is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the City shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the City to provide services in its jurisdiction in a timely and efficient manner.
3. **Compensation and Payment.** The Parties agree that the provision of law enforcement services under this Agreement will be billed at \$85 per hour for Officers and \$105 per hour for Sergeants. The City shall submit a bill to the District on a monthly basis, which will be paid within 30 days of receipt.
4. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party. The parties understand and agree that this Agreement does not create any rights or obligations beyond those expressly contained herein, including, but not limited to, any rights or obligations to any third party.

- 5. **Liability and Indemnification.** Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing this Agreement may be deemed to constitute a waiver of those limits.
- 6. **Assignment.** Neither party may assign this Agreement to any other person or entity without the written consent of the other party.
- 7. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota, without regard to its conflict of laws provisions. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
- 8. **Entire Agreement, Changes, and Effect.** This Agreement constitutes the entire agreement between the District and the City regarding the matters contained herein. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

In witness whereof, the parties have executed this agreement the day and year first written above.

City of Columbia Heights

Columbia Heights Public Schools



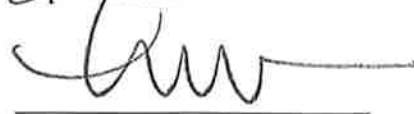
Anáda Márquez Simula
Mayor



Zena Stenvik
Superintendent of Schools



Lenny Austin
Chief of Police



Lorien Mueller
School Board Chair



AGENDA SECTION	WORK SESSION ITEM
MEETING DATE	SEPTEMBER 5, 2023

ITEM:	Overview of Proposed 2024 Budget									
DEPARTMENT:	Finance	BY/DATE: Joseph Kloiber, Finance Director/Aug 30, 2023								
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input checked="" type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input checked="" type="checkbox"/> Equity and Affordability</td> <td><input checked="" type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>			<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input checked="" type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input checked="" type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
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BACKGROUND:

A PowerPoint presentation on this topic will be shown at the work session, followed by a discussion facilitated by the Finance Director. The presentation will be based on pages 2-4 from the City Manager’s 2024 Proposed Budget distributed to the City Council on August 28nd. Copies of that document are also available within the Finance Department section of the City website.