

Crystal (Minn.).
City Council Minutes and Agenda Packets.

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Memorandum

DATE: October 11, 1990

TO:

Nancy Gohman, Assistant Manager FROM:

1990 Contract SUBJECT:

Police Managers

Attached is a copy of the 1990 Labor Agreement between the City of Crystal and the Police Managers. The following has been agreed upon:

- 1. Wages 3.9 percent increase.
- 2. Insurance \$220 per month maximum as City policy.
- 3. Severance Employees terminating their employment with the City after December 31, 1982, with ten years or more of continuous service, except employees who are discharged for cause, will be paid 40 percent of the employees accumulated sick leave to a maximum cap of 960 hours. Employees who have accumulated more than 960 hours of sick leave at the date of this contract will be capped at their existing amount, however, if such employee uses and falls below the existing amount, their cap will be adjusted to that maximum amount or 960 hours whichever is greater. Once an employee originally capped at a higher rate falls below 960 hours, their maximum cap will be 960 hours.
- 4. Comp time Maximum cap on comp time is 40 hours.

As usual, this contract is retroactive to January 1, 1990. I recommend that this be forwarded to the City Council for their approval.

NG/js

1990

LABOR AGREEMENT

BETWEEN

THE CITY OF CRYSTAL

AND

POLICE MANAGERS

FOR THE CITY OF CRYSTAL

LABOR AGREEMENT

INDEX

<u>ITEM</u>			1	PAGE
Section	I -	Purpose of Agreement	٠	1
Section	II -	Recognition	٠	1
Section	III -	Definitions	٠	1
Section	IV -	Employer Security	•	2
Section	v -	Employer Authority	٠	2
Section	VI -	Employee Rights: Grievance Procedure.	•	3
Section	VII -	Savings Clause	•	8
Section	VIII -	Seniority	•	8
Section	IX -	Discipline	٠	9
Section	x -	Constitutional Protection	٠	10
Section	XI -	Work Schedules		10
Section	XII -	Sick Leave		10
Section	XIII -	Tuition	٠	11
Section	xiv -	Vacation Schedule		11
Section	xv -	Working Out of Classification		12
Section	XVI -	Insurance		12
Section	XVII -	Standby Pay	•	13
Section	XVIII -	Uniforms		13
Section	XIX -	Injury on Duty		13
Section	xx -	Longevity and Educational Incentive		13
Section	XXI -	Compensatory Time		15
Section	XXII -	Severance	•	15
Section	XXIII -	Union Security	١.	16
Section	XXIV -	Waiver	•	16

ITEM															2	PAGE
Section XXV -	Duration		•		•	•	•	•	•	•	•	•	•	•	•	17
Appendix A			٠	•	•	•	•	•	•	•	٠	•	•			18
Appendix B		•1				•	•		•	٠	•			•		19

LABOR AGREEMENT

BETWEEN

POLICE MANAGERS

AND

THE CITY OF CRYSTAL

SECTION I PURPOSE OF AGREEMENT

This Agreement is entered into as of _______, 1990, between the City of Crystal, hereinafter call the EMPLOYER, and the Law Enforcement Labor Services, Inc., Local #56, hereinafter called the EMPLOYEES.

It is the intent and purpose of this Agreement to:

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

SECTION II RECOGNITION

2.1 The EMPLOYEES covered by this Agreement are: Police Managers.

SECTION III DEFINITIONS

- 3.1 EMPLOYEE: Police Managers.
- 3.2 DEPARTMENT: The City of Crystal Police Department.
- 3.3 EMPLOYER: The City of Crystal.
- 3.4 CHIEF: The Chief of the City of Crystal Police Department.
- 3.5 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

- 3.6 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.7 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.8 STRIKE: Concerted action in failing to report for duty; the willful absence from one's position; the stoppage of work, slow-down 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.

SECTION IV EMPLOYER SECURITY

The EMPLOYEE agrees that during the life of this Agreement that the EMPLOYEE will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

SECTION V EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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.

SECTION VI EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 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.

6.2 Processing of a Grievance

It is recognized and accepted by the EMPLOYEE and 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 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 has 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.

6.3 Procedure

Grievances, as defined by Sub-Section 6.1, shall be resolved in conformance with the following procedure:

An EMPLOYEE claiming a violation concerning Step 1. 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 EMPLOYERdesignated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the EMPLOYEE within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the EMPLOYEE and discussed with the EMPLOYER-designated designated Step 2 representative. The EMPLOYER-designated representative shall give the EMPLOYEE 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 EMPLOYEE within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the EMPLOYEE and discussed with the EMPLOYER-designated designated Step 3 representative. The EMPLOYER-designated representative shall give the EMPLOYEE the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such 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 in Step 3. Any grievance not appealed in writing to Step 4 by the EMPLOYEE within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the EMPLOYEE shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.4 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, and 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 EMPLOYEE, 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 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 EMPLOYEE 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 EMPLOYEE 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.

6.5 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 EMPLOYEE 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 EMPLOYEE in each step.

6.6 Choice of Remedy.

If, as a result of the written EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Section VI or a procedure such as:

Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Section VI, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section VI. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Section VI or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Section VI.

SECTION VII SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Crystal. In the event any provision of this 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 discussed at the written request of either party.

SECTION VIII SENIORITY

- 8.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 8.2 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 his previous position at the sole discretion of the EMPLOYER.
- 8.3 A reduction of work force will be accomplished on the basis of seniority. 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 his layoff before any new employee is hired.

- 8.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 8.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous fulltime employment.
- 8.6 One continuous vacation period shall be selected on the basis of seniority until March 15 of each calendar year.

SECTION IX DISCIPLINE

- 9.1 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.
- 9.2 Suspensions, demotions and discharges will be written form.
- 9.3 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. The EMPLOYEE will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Discharges will be preceded by a five (5) day suspension without pay.

9.6 Grievances relating to this Section shall be initiated by the EMPLOYEE in Step 3 of the grievance procedure under Section VI.

SECTION X CONSTITUTIONAL PROTECTION

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

SECTION XI WORK SCHEDULES

- 11.1 The normal work year is two thousand and eighty (2,080) hours to be accounted or by each employee through:
 - a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training; and
 - d) authorized leave time.
- 11.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 11.3 Nothing contained in this or any other Section shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

SECTION XII SICK LEAVE

All full-time employees in the classified service will accrue eight (8) hours sick leave per month at the rate of three point six seven eight (3.678) hours per pay period. No accrued sick leave can be used during the first six (6) months period.

Sick leave may be granted only for the absence from duty because of illness, doctor's appointments, legal quarantine, or death or serious illness in the immediate family. Employees claiming sick

leave may be required to provide evidence in the form of a certificate from the attending physician or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave is granted.

EMPLOYEE, or a person designated by the EMPLOYEE, is expected to notify his/her supervisor before beginning of shift on each day of his/her absence by reason of illness or accident. Failure to notify the City of Crystal as outlined above maybe cause for disciplinary action.

SECTION XIII TUITION

13.1 A police manager will receive reimbursement by the City of Crystal of sixty (60%) of tuition and books for a "C" or better grade in a job affiliated course.

SECTION XIV VACATION SCHEDULE

The following vacation schedule is hereby established:

0 thru 5 completed years of service --- 12 days earned per year

After 5 years of completed service through 10 completed years of service --- 17 days earned per year

Starting on year 11 and each
additional year following --- One (1) additional
day per year, not to
exceed 24 days

Vacation time may be accumulated and carried over to the following year. Such accumulation, including the current vacation earned, from year to year may not exceed a total accumulation equal to one and one-half (1-1/2) times the number of hours the employee is currently earning in one

year. In no case may the total number of vacation hours accrued exceed two hundred forty (240) hours.

SECTION XV 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 of the duration of the assignment.

SECTION XVI INSURANCE

The Employer will contribute up to a maximum of two hundred twenty dollars (\$220.00) per month per employee in 1990 toward health and life insurance. In 1990, up to fifteen dollars (\$15.00) of the maximum amount may be used for dental insurance. Employees may elect to participate in the employee flexible benefit account.

All employees who retire after January 1, 1986, under a full, unreduced retirement benefit from the Public Employees Retirement Association or the Crystal Police Relief Association and all present retirees, who are currently members of the City of Crystal group hospitalization insurance plan, who have retired under a full, unreduced retirement benefit from the Public Employees Retirement Association or the Crystal Police Relief Association, shall have the option of retaining membership in the City of Crystal's group hospitalization insurance plan for which the City will pay the single person premium until such time as the retiree is eligible for Medicare coverage, and further, if the retiree desires to continue family coverage, the additional

cost for family coverage shall be paid monthly by the retiree to the City of Crystal.

SECTION XVII STANDBY PAY

Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hour's (1) compensation for each hour on standby.

SECTION XVIII UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. SECTION XIX 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 Worker's Compensation insurance payments for a period not to exceed ninety (90) days per injury, not charged to the EMPLOYEE'S vacation, sick leave or other accumulated paid benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charted to the EMPLOYEE'S sick leave account less Workers Compensation insurance payments.

SECTION XX LONGEVITY AND EDUCATIONAL INCENTIVE

The following terms and conditions are effective:

- 20.1 After four (4) years of continuous employment, each EMPLOYEE shall choose to be paid three percent (3%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outlined in 20.6 of this Section.
- 20.2 After eight (8) years of continuous employment, each
 EMPLOYEE shall choose to be paid supplementary pay of five
 percent (5%) of the EMPLOYEE'S base rate or supplementary

- pay based on educational credits as outlined in 20.6 of this Section.
- 20.3 After twelve (12) years of continuous employment, each
 EMPLOYEE shall choose to be paid supplementary pay of seven
 percent (7%) of the EMPLOYEE'S base rate or supplementary
 pay based on educational credits as outline in 20.6 of this
 Section.
- 20.4 After sixteen (16) years of continuous employment, each EMPLOYEE shall choose to be paid supplementary pay of nine percent (9%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outline in 20.6 of this Section.
- 20.5 EMPLOYEES may choose supplementary pay either for length of service or for educational credits no more often than once every twelve (12) months.
- 20.6 Supplementary pay based on educational credits will be paid to employees after twelve (12) months of continuous employment at the rate of:

	n Credits Stated	107000	Percentage Pay
Terms of	College Quarter	Credits	Increment
45	- 89		3%
90	- 134		5%
135	- 179		7%
180	or more		9%

Not all courses are to be eligible for credit. Courses receiving qualifying credits <u>must be job related</u>. (Thus, a 4 year degree is <u>not</u> automatically 180 credits -- or a 2 year certificate is not automatically 90 credits.) Job-related courses plus those formally required to enter such

courses shall be counted. If Principles of Psychology (8 credits) is required before taking Psychology of Police Work (3 credits), completion of these courses would yield a total of 11 qualifying credits. C.E.U.'s (Continuing Education Units) in job-related seminars, short courses, institutes, etc. shall also be counted. The EMPLOYER shall determine which courses are job-related. Disputes are grievable based on the criteria outlined in the award of Minnesota Bureau of Mediation Services Case No. 78-PN-370-A. New employees hired after the effective date of this contract through a non-promotional process will not be eligible for educational incentive.

SECTION XXI COMPENSATORY TIME

Employees may accumulate compensatory time for each straight time hour worked more than 40 hours a week. The use of compensatory time shall be in accordance with current vacation practices. An employee may accrue up to a maximum of 40 hours of compensatory time.

SECTION XXII SEVERANCE

Employees terminating their employment with the City after December 31, 1982 with ten (10) years or more of continuous service, except employees who are discharged for cause, will be paid forty percent (40%) of the employee's accumulated sick leave to a maximum cap of 960 hours. Employees who have accumulated more than 960 hours of sick leave at the date of this contract will be capped at their existing amount, however, if such employee uses and falls below the

existing amount, their cap will be adjusted to that maximum amount or 960 hours, whichever is greater. Once an employee originally capped at a higher rate falls below 960 hours, their maximum cap will be 960 hours.

SECTION XXIII UNION SECURITY

- 23.1 The EMPLOYER shall deduct from 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.
- 23.2 The UNION may designate employees from the bargaining unit to act as steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 23.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcements(s).
- 23.4 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.

SECTION XXIV WAIVER

24.1 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.

24.2 The Parties mutually acknowledge that during the discussions which resulted in this Agreement, each had the unlimited right and opportunity to discuss problems with respect to any term or condition of employment not removed by law from discussion. 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 EMPLOYEE each voluntarily and unqualifiedly waives the right to meet and confer 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 Agreement was discussed or executed.

SECTION XXV DURATION

This Agreement shall be effective as of January 1, 1990, except as herein noted, and shall remain in full force and effect until the thirty-first (31st) day of December, 1989. In witness whereof, the parties hereto have executed this Agreement on this ____ day of ____, 1990.

	whe	ereof	, ti	ne parties	hereto	have	executed	this A	Agreement	on t
	8	'	day	of	, 1990.					
FOR	THE	CITY	OF	CRYSTAL					RCEMENT L	
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APPENDIX A

1.	<u>1990 Wage</u>	Rates
		۰

Police Manager \$3,822 per month

 A Management Pay Differential will be paid to the employee on an annual basis. The amount set is at the discretion of employer. The annual amount for 1990 is \$2,500.

FOR THE CITY OF CRYSTAL	FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #56

APPENDIX B

This supplementary Memorandum is entered into between the City of Crystal and the Police Managers of the City of Crystal.

SECTION B-1 HOLIDAYS

The following holidays shall be considered premium holidays for which the police personnel covered under this contract shall be eligible for compensatory time on an hour for hour basis for all hours worked on those days:

New Years Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

When a holiday is on Saturday, it will be observed on Friday; when a holiday is on Sunday, it will be observed on Monday.

The police managers shall have one floating holiday to be selected by the employee.

SECTION B-2 OVERTIME, COURT TIME AND CALL BACK

Employees assigned overtime by the EMPLOYER or required by the EMPLOYER to report for work on their scheduled time off for court or special duty will receive compensation at the rate of one hour for one hour at the employee's base rate. The form of compensation shall be in either pay or compensatory time.

Employees shall have the option of one for one compensatory time or overtime as previously described. The use of compensatory

time shall be in accordance with current vacation practices. The Managers would be eligible for overtime for non-city payroll special projects (i.e. Drug Task Force).

FOR THE	CITY OF CRYSTAL	FOR LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #56

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

May 17, 1990

TO:

All Police Department Personnel

FROM:

Chief of Police

SUBJECT:

AS BELOW

In an effort to help us address the ongoing issues of productivity, teamwork, communication and morale within the department, I have retained Peter Flint from Martin-McAllister Consulting Psychologists, Inc. He will help us to define the current issues and potential solutions for our Dr. Flint will start the process department. individually interviewing all persons within the department. The purpose of this interviewing is to clarify the range of issues and stresses faced by you, both as individuals and as The results of this process will be a department. summarized in group form (individual comments will not be associated with names) and then discussed with myself and the management team. Police Managers and Supervisors should plan to schedule one hour each with Dr. Flint. Other staff should plan on a twenty minute session.

Debbie Lien will have a schedule of available times at which Dr. Flint will be here in the department. Please contact her on Monday, May 21, 1990, for an interview time. The Park Conference Room has been reserved for these sessions. The dates and times for interviews are as follows:

Wednesday, May 23, 1990 - 7:30 a.m. to 5:00 p.m. Friday, May 25, 1990 - 1:00 p.m. to 5:00 p.m. Tuesday, May 29, 1990 - 7:30 a.m. to 12:00 p.m.

Dr. Flint consults with a number of law enforcement agencies in the Twin Cities area. Some of you have had a chance to interact with him previously, as part of an incident debriefing several months ago. If you have questions or concerns about this process, please bring them to my attention, or you may call Dr. Flint at his office, at 338-8461.

James F. Mossey, Chief of Police

JFM:dsl

MARTIN-MCALLISTER

CONSULTING PSYCHOLOGISTS. INC. 4428 IDS CENTER MINNEAPOLIS, MN 55402 (612) 338-8461

James F. Martin, Ed.D.
Loring W. McAllister, Ph.D.
P. William Kirkpatrick, Ph.D.
Jean M. Kummerow, Ph.D.
William L. Madsen, Ph.D.
Nicki L. Davidson, Ph.D.
Peter L. Flint, Ph.D.
Penny George, M.A.
Judith Pendergrass, Ph.D.

May 14, 1990

Chief Mossey Crystal Police Department 4141 North Douglas Drive Crystal, Minnesota 55422

Dear Chief Mossey:

The following is an outline of the approach I might take to address the concerns we discussed in our meeting on May 8. This is a suggested outline only; I would suspect that we may decide to modify and adjust as we go along, depending upon what we encounter as we proceed and also to fit within budget and time constraints.

First, I would propose a series of interviews to assess the issues and moods within the department. I would want to individually interview the members of the management and supervisory team; I would suggest a minimum of one-half hour each. Patrol officers and support staff could be interviewed in twenty minute segments, or even offered the option of group interviews with three or four individuals at a time, probably allowing thirty to forty-five minutes per group. In addition, it may be helpful for me to interview the City Manager, or other key city players, which you would designate. I would then present the overall findings and themes, first to you, and second to your management team. I would suggest including supervisors in such a debriefing; it is likely to be of benefit to the process to put the information out on the table as constructively as possible, but also without censoring or slanting.

The second step would be to review your management structure for clarity and effectiveness. Formulating a clear statement of departmental direction and philosophy,

for example, including such issues as the emphasis on community involvement, would be appropriate. Working on job expectations, accountabilities and performance standards would be a part of building a solid foundation of clear organizational structure. The time needed for the second stage is more difficult to predict; I would estimate that, using your staff for much of the leg work and drafting, we could hopefully keep my involvement down to under ten hours.

Third, I would suggest that we then orchestrate a renewal of supervisory commitments, clearly defining the new parameters, expectations and accountabilities with each individual supervisor, and letting them sign on if they so desire. My role in this process might be that of meeting coordinator or facilitator; one half-hour meeting per supervisor might suffice.

Finally, as we discussed, I would view this project as the beginning of a longer term process for your organization. It can often be useful if I consult periodically with individuals or the management team as a whole, as you move ahead. As we discussed, there are several other issues that need to be addressed, such as stress management and supervisory skills. Once your management and supervisory structure is in place, I could offer you some assistance in those areas.

The previous time estimates are based on a charge of \$100 per hour. This would be only for the time I would actually work with the Crystal Police Department personnel; I would not charge for travel time. The following might be a reasonable budget:

- Individual interviews with management and supervisory team (4 hours)
- Individual or group interviews with all staff (6 to 10 hours)
- Discussion of findings (2 hours)
- Planning next steps (2 hours)
- Review of organizational structure, mission statement and performance standards (4 to 10 hours)

- Facilitation of supervisory meetings (2 hours)
- Review and next step planning (4 hours)
- Total hours (24 to 34 hours) @ \$100/hour

Based upon my limited exposure to the Crystal Police Department during the incident debriefing several months ago, I am looking forward to working with you on this interesting challenge. Please feel free to call me if I can provide further information or if we can discuss the process in greater depth.

Sincerely,

Peter L. Flint, Ph.D.

Peter I Flit

Licensed Consulting Psychologist

PLF/jkt

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

October 5, 1990

TO:

Jerry Dulgar City Manager

FROM:

James F. Mossey Chief of Police

SUBJECT:

Management Consultant Expenses

In response to your inquiry earlier today, I have found the original proposal submitted by Dr. Peter L. Flint of the firm of Martin McAllister Consulting Psychologists on his recommendations for the team building process. I have attached a copy of his estimates of the cost of this program.

I have also checked with the Finance Department and following are the lists of charges and expenses incurred to date:

On June 6, 1990, we paid a bill for \$1,675.00 for individual interviews conducted in the department during May.

On June 30, 1990, we paid a bill for \$1,000.00 for individual interviews conducted during the month of June.

On July 30, 1990, we paid a bill for \$1,025.00 for the last of the individual interviews, some team group meetings and a meeting with me. This represents his charges for the month of July.

On October 4, 1990, we paid a bill in the amount of \$40,0.00 for some team meetings and meetings with me which were conducted during August and September of 1990.

The total cost to date for this project is \$4,100.00.

In his estimate, he calculated approximately \$2,400.00 to \$3,400.00 for services rendered but he has said that there could be unforeseen problems that could arise that would extend this cost. I think some issues have risen that

involve more use of his time than we had originally anticipated.

As I told you in our initial contact on this issue, there are monies available in our training budget that are undesignated for specific training which covers these expenditures. As you know, we receive approximately \$14,000.00 per year from the State for police training.

I have also attached a copy of the memorandum I sent to the employees of the Police Department explaining what we were going to do.

If I can be of any further assistance, please let me know.

James F. Mossey, Chief of Police

JFM:dsl

CITY OF CRYSTAL

POLICE DEPARTMENT

MEMORANDUM

DATE:

July 20, 1990

TO:

All Police Department Personnel

FROM:

James F. Mossey, Chief of Police

SUBJECT:

Minutes of Management Team Meeting,

July 18, 1990

PRESENT:

James Mossey, Craig Thomseth, Rick Gautsch,

Ken Varnold, Mike Harty, Dave Pecchia,

Jerry Dulgar and Peter Flint.

Responses to Last Meeting

Discussion was held regarding the responses of the entire police department, to the information shared from the last meeting by sergeants and lieutenants. The general consensus was that there was optimism, but of an extremely guarded nature. As could be expected, many individuals are rather skeptical of another reorganization.

Rumor Mill

The groups discussed the various rumors that have been circulating throughout the department. Some of these were fairly amusing and creative. On a serious note, discussion was held regarding the need to deal with rumors constructively, and to guide the department toward more open, constructive communication. It was suggested that all supervisors work with their people to differentiate between rumors that may be legitimate requests for information, and rumors whose only purpose seems to be to stir the pot, and to foster dissension in the department.

Proposed Division of Lieutenant's Chain of Command

Lieutenants Gautsch and Thomseth presented a draft of what they propose each lieutenant would be responsible for in the chain of command. It was clarified that the intent of this exercise was only to define the proper chain of command for these functions, and not to take other people's jobs and give them to a lieutenant. For example, if Lt. Thomseth has primary responsibility for DARE, this does not imply that Sgt. Pecchia will no longer coordinate and manage this program as he has done in the past. What it does imply is that, when Sgt. Pecchia needs to consult with the next level

in his chain of command regarding a DARE issue, he would go to Lt. Thomseth, rather than to Chief Mossey or Lt. Gautsch.

It was agreed that we will continue to work on a clear delineation of the chain of command for all functions in the department. The guiding principle for this delineation will be to place decisions and accountability at the best level for those decisions. We will also work for efficiency. In some cases, it may make sense to jump a level in the chain. For example, Sgt. Pecchia will continue to have primary responsibility for emergency management coordination, reporting directly to Chief Mossey for that work.

Communication and Teamwork

Discussion of the current system for reviewing and correcting reports, especially as they are passed between patrol and investigations, suggested that significant attention will need to be given to this area. The importance of clear, professional communication and the necessity of respecting the differing perspectives and priorities between areas, was underscored.

Next Steps

In addition to continuing work on the lieutenant's responsibilities, and responsibilities that may report to Chief Mossey, it was agreed that the next step will be for the lieutenants to work with sergeants to begin clarifying the expectations and parameters for the sergeants responsibilities in the department.

It was also agreed that, as this process continues down the chain of command, we will involve the corporals in the process, as we begin to discuss and clarify what their responsibilities should be.

James F. Mossey Chief of Police

cc: Jerry Dulgary
Peter Flint

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

August 7, 1990

TO:

All Police Department Personnel

FROM:

James F. Mossey, Chief of Police

SUBJECT:

Minutes of Management Team Meeting

July 31, 1990

PRESENT:

Craig Thomseth, Rick Gautsch, Mike Harty, Dave Pecchia, Boyd Barrott, Deb Lien, James Mossey, Jerry Dulgar and Peter Flint

RESPONSES TO LAST MEETING/RUMORS: The rumor mill did not seem very active with new material in the past week, apparently due to the increased work load associated with community events. The group expressed its gratitude for the probably all-too-temporary reprieve.

<u>SERGEANT'S DUTIES</u>: The sergeants have met and discussed an outline of their duties. There was consensus that the sergeants have a pretty clear picture of the scope of their duties.

Generally, sergeants are responsible for daily operations, schedules and supervision of their shifts. Lt. Thomseth is responsible for policies, communications and issues that affect all shifts. For example, to correct the problems of misuse of car phones, the sergeants would deal with individual officers on specific incidents. Lt. Thomseth would clarify and communicate department-wide policy.

<u>FURTHER DIVISION OF LIEUTENANT DUTIES</u>: The areas of office administration, clerical supervision, record and file maintenance and release of information were discussed.

Deb Lien will continue to report to Chief Mossey for the activities that are not part of the police functions. The supervision of clerical staff, production of reports, general office functions and routine, weekly press releases will continue to be handled by Ms. Lien. She will also continue to keep updated on current laws and the move toward uniformity between departments as they deal with the press and will keep the team informed of relevant changes.

The lieutenants will see that appropriate policies are available, and that all officers are trained regarding how to deal with the press, and other requests for information. Responsibility for dealing with the press on specific situations or crimes will be assumed by the lieutenants and sergeants or other officers as assigned by the lieutenants. It was again emphasized that it is generally safer to err in the direction of saying too little; violating the specific laws or policies on release of information can result in significant liability.

<u>POLICY MANUAL</u>: The long-awaited policy manual has been discovered in an unnamed individual's desk. Rumor has it that actual copies may soon be available. This manual will be continually revised where the need arises, but will be of a loose-leaf format, so that new sections can replace outdated ones on an ongoing basis.

<u>DOG WATCH SUPERVISION</u>: The volunteer program for dog watch sergeant met with rather limited success. Lt. Thomseth continues to be stretched rather thin and with Sgt. Barrott's uncertain status at present, there appears to be a need to address this issue.

Factors of disrupting current assignments, the bid system for shifts, and potential grievances were discussed. The Chief, the Lieutenants and Mr. Dulgar will meet to discuss the situation further, and to make any appropriate decisions.

CONTINUED ISSUES OF SKEPTICISM AND TRUST: The team discussed the continuing mistrust, factions, and resentments present in the department. While there are obviously no guarantees, the plan developed by Peter Flint and Chief Mossey to involve the City Manager and to air the issues of the department in ongoing team meetings will go a long way to resolve these problems.

NEXT MEETING: The next team meeting will be held on August 15th to discuss the specifics of the Corporals' duties and responsibilities. Lt. Gautsch will distribute the existing written guidelines to all members prior to the meeting. Corporals will be in attendance at that meeting to discuss and provide input.

James F. Mossey, Chief of Police

c: Jerry Dulgar Peter Flint

JFM:dsl

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

August 7, 1990

TO:

Thomseth, Gautsch, Pecchia, Harty, Varnold, Barrott, Lien, Nygard, Johnson and Zimmermann

FROM:

Chief Mossey

SUBJECT:

Meeting

There will be a meeting on Wednesday, August 15, 1990, at 1:30 in the Park Conference Room at which time we will be discussing the Corporals responsibilities and other related items.

Attached with this notice is the Corporal job description and other information involving their responsibilities.

Plan on another three hour meeting.

ames F. Mossey, Chief of Police

/ JFM:dsl

cc: Jerry Dulgar

Peter Flint

POSITION DESCRIPTION

Position Title Corporal

<u>Department</u> POLICE

Position Objective

In the absence of the shift supervisor, Corporal supervises and participates in all phases of police work including distribution, enforcement and interpretation of all orders which involve line personnel.

Duties and Responsibilities (in the absence of supervisor)

Supervise the functions of persons under their command. Inspect the equipment and appearance of all officers at each roll call.

Conduct all pre-shift briefings.

Reads and gives all special orders or instructions.

Assigns patrol officers to posts.

Conducts inspections of all departmental equipment.

Serves as supervisor of the watch in the absence of the officer in charge.

Serves as supervisor of police operations and investigations at the scene of major crimes, emergencies, serious incidents, and complaints, until relieved by a superior officers.

Supervises criminal investigations of a serious nature until relieved by Supervisory Personnel.

Supervises and participates in the dispatch of patrol and investigation units.

Supervises all jail operations.

Books prisoners and obtains medical aid for them as required.

Inspects all charges placed against suspects.

Review all reports submitted by members of the shift for correctness and completeness according to the standards of the department.

Investigation of accidents and injuries to shift members and shall prepare and submit required reports.

The Corporal calls in necessary personnel to cover the shift and the following shift, within the guidelines set by the Chief of Police.

The Corporal responsible for approving/rejecting overtime requests for an extended shift before the requesting officer work the overtime and shall indicate to the shift supervisor the reason(s) for the approval/rejection on the submitted overtime request.

Perform other duties as assigned.

Assist the shift supervisor with the supervision of the shift when both are present.

Approved:	Date:	Cunomander	-	
approved.	Date.	Supersedes	ıssue	Dated:
		_ bubersedes	ISSUE	Dat

POSITION ANALYSIS

Knowledge and Skill Required

General knowledge of modern police techniques and methods. A knowledge in the supervision of subordinates. General knowledge of administration in the areas such as budgeting, etc. A knowledge of police equipment needs and maintenance procedures. Ability to lead and command the respect of subordinates.

Desirable Training and Experience

In an approved command school or considerable experience in dealing with subordinates.

Minimum Requirements

Must have passed probationary period or have two years experience as a police officer.

Extent of Supervision or Guidance Provided

Performs with a minimum of supervision. Work is reviewed by inspection, written reports and comments of the public.

Responsibility for Public Contact

Must deal with the public both firmly and courteously.

Supervision of Others

Must supervise a shift in the absence of the shift supervisor and assist in supervision when shift supervisor is present.

Please let this letter serve as my congratulations to you on your promotion to the position of Police Corporal with the Crystal Police Department.

Following I have outlined some of the general responsibilities in dealing with your subordinates. We will go into more detail later, but this is for your information so that you have some feel for where you stand in the following ten areas:

Hiring: You do not have the authority to hire;

Transfer: You do not have the authority to transfer;

Suspension: You do not have the authority to suspend. You may bring an officer into the office and have him serve the balance of his

shift until a disciplinary action can be

taken by the shift Sergeant;

Promotion: You do not have the authority to promote;

Discharge: You do not have the authority to

discharge;

Assignment: You do have the authority to assign

personnel on your work shift. This would include any special projects, but be advised that the Shift Supervisor should

be notified and approve any special

projects which will extend beyond a single 8-hour shift in which you are in charge

of;

Direct

Work: You do have authority to direct work on a

shift-by-shift basis using the personnel

assigned to your shift;

Reward: You do not have the authority to reward

but may recommend to the Shift Supervisor if someone is deserving of a commendation. That commendation must be written by the

Shift Supervisor.

Discipline: You do not have the authority to

discipline beyond bringing an officer in off of the street and assigning them to office duty for the balance of the shift.

Disciplinary measures will be by a

Supervisor for an infraction;

Grievance: You do not have the authority to adjust

grievances. The first step in the grievance procedure is the Police

Supervisor's.

The specific day-to-day work relationships with your Shift Supervisor will be worked out between you and them. I will offer some guidelines as to the things I want accomplished which should assist you in meeting your responsibility.

Again, I offer my congratulations and wish you all the best.

James F. Mossey, Chief of Police

JFM/ee

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE: August 21, 1990

TO: All Police Department Personnel

FROM: James F. Mossey, Chief of Police

SUBJECT: Minutes of Management Team Meeting

August 15, 1990

PRESENT: Craig Thomseth, Rick Gautsch, Mike Harty,

Dave Pecchia, Ken Varnold, Deb Lien, James Mossey, Charlie Nygard, Rick Zimmermann

Phil Johnson and Jerry Dulgar

<u>DOG WATCH</u>: At the present time there will not be a Sergeant assigned to dog watch in Sgt. Barrott's absence, it will be kept as it is with Cpl. Johnson as the Corporal on dog and Cpl. Zimmermann as the Corporal on middle. The two Corporals will work together in helping Lt. Thomseth with the employee evaluations. The issue of a Sergeant on dog watch will be re-opened for the 1991 schedule.

HOMICIDE: Lt. Gautsch gave an update on the status of the homicide. The evidence that was sent to the BCA has come back inconclusive but the BCA would testify at the Grand Jury for criminal indictment. Case is circumstantial, rumors are being tracked. Case is in a holding pattern at the present time.

<u>CORPORALS</u>: The Corporal job description was discussed and changed to reflect their concerns. Discussion ensued on oral reprimands. The Corporals would like to be able to give oral reprimands for minor infractions. The Chief will be checking the Labor Laws to see if this is permissible.

<u>POLICY MANUAL</u>: Deb is currently working on the policy manual and hopes to have it completed by the next scheduled meeting.

CSO PROGRAM: Concern was expressed about the use of squads by the CSO's and it was decided that the CSO's could use the #214, #210 or the City car when their vehicle is down for repair and that they should not be driving squads or new unmarked cars unless they have received permission before hand. Other concerns were discussed: DL pickups, 9-1-1

hang ups and errands. Lt. Thomseth and Sgt. Varnold will be meeting to discuss creating a schedule for the CSO's (BCA, Crime Lab, etc.) and outlining responsibilities. The CSO's will be reporting to the shift supervisor during their work day.

SHOPLIFTING POLICY: Cpl. Johnson expressed concern about the current shoplifting policy, whether or not we should be booking shoplifters or tagging them. This will be reviewed by Lt. Gautsch and Cpl. Johnson.

James F. Mossey, Chief of Police

FM:dsl

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

September 25, 1990

TO:

Police Department Personnel

FROM:

James F. Mossey Chief of Police

SUBJECT:

Minutes of Management Team Meeting

September 18, 1990

PRESENT:

James Mossey, Craig Thomseth, Rick Gautsch, Boyd Barrott, Mike Harty, Dave Pecchia, Ken Varnold, Deb Lien, Jerry Dulgar and

Peter Flint

POLICY AND PROCEDURE MANUAL

The long awaited manual has finally come down from the mountain! Copies of the manual will be distributed and signed for, as soon as possible. This manual should be considered to be a working document in that revisions and corrections will be considered and made on an ongoing basis. Obviously, perfection has yet not been achieved; despite the uniform policy as written in the manual, officers will indeed be required to wear clothing between October 1st and October 31st. Concerns and corrections regarding the manual should be brought to the attention of the lieutenants, or the office manager, as appropriate.

CURRENT STATUS OF ACTIVITIES WITHIN THE DEPARTMENT, WHERE ARE WE?

The rumor mill again seems to be cranking up, with some interesting results. Concern was again expressed that it is not clear what has been firmly decided, versus what has been discussed and proposed. It was clarified that the lieutenants do indeed have a green light to work with what has been defined within their chain of command. While several individuals voiced the feeling that the department seems to be running somewhat better in some respects, some people continue to wonder whether the changes are "real" or just temporary. Peter Flint suggested that there can be a real danger of a self-fulfilling prophesy in this regard. That is, if everyone sits back and cautiously waits to see if "its going to work," in all likelihood, it will not. Rather, a strong commitment is needed on everyone's part to

pitch in and make it work. Also in the rumor category, Jerry Dulgar reported that he had been interviewed by a reporter for the local paper, who seems to have some connection to the department grapevine.

COMMUNICATION BETWEEN THE CHIEF AND LIEUTENANTS

As the lieutenants take the initiative to pick up on their newly defined responsibilities, there is a need for better communication and coordination with the Chief's office. To this end, the lieutenants and I will have scheduled update/communication meetings, hopefully every week, or every other week at the longest.

OFFICE MANAGER CONCERNS

Deb Lien has continued to find herself in the middle on occasion, when the Chief or others use her to deliver a message or pass on an order. Peter Flint suggested that such a function seems to be necessary part of many organizations, in order to facilitate communication and to make sure that individuals with different schedules remain coordinated. However, we need to be careful that we are not guilty of shooting, or at least beating up the messenger. To this end, supervisors and hopefully all individuals will strive toward a standard of professionalism and respect as they deal with all office personnel, and will make sure that any discontents or hostilities are vented to the appropriate person, rather than taken out on any individuals caught in the middle.

MISCELLANEOUS RULES AND POLICIES

Several minor housekeeping concerns were brought up and discussed. There have been some complaints regarding people bringing pets to work. Lieutenant Thomseth will address this issue and distribute a memo regarding appropriate professional standards. It was also discussed that, while individuals may need to occasionally bring children into the department when picking up paychecks, etc., under no circumstances should children be allowed to wander unescorted, both because of the work disruption and potential dangers to the children.

LEVEL OF ENFORCEMENT

It was noted that some enforcement activities such as traffic, zoning enforcement and parking violations still seem to be rather flat. In some instances, there may be some good reason for this lack of activity, in other instances, supervisors will work with patrol officers to set more aggressive individual goals, and to positively reinforce achievements.

FOLLOW-UP FROM LAST MEETING

I have reviewed the policy on the Corporal's authority to discipline. There will be no changes in this policy at this time. When situations arise where the corporals' need disciplinary back-up from sergeants and lieutenants, other available sergeants and Lieutenant Gautsch will work to fill in when Patrol Sergeants or Lieutenant Thomseth are not available.

COMPUTER PROJECT

The department will be working to input all addresses in the City within the next few weeks. This may necessitate some coverage in dispatch. All individuals are encouraged to be cooperative and supportive as this important project is completed.

CLARIFICATION OF TAGGING VERSUS BOOKING STANDARDS

The Lieutenants will research and clarify the issue of when shoplifters should be tagged, versus brought into the department for booking.

ASSIGNMENT OF UNMARKED VEHICLES

Lieutenant Gautsch will meet with individuals in investigations, to further clarify and refine the policies on the use of the unmarked vehicles. Where conflicts arise between patrol and investigations regarding these vehicles, the two Lieutenants will work together to resolve those conflicts.

CSO DUTIES

Lieutenant Thomseth is continuing to work with the CSOs to define their responsibilities, duties and limitations. Currently, the shift supervisors are responsible for assigning CSO work. As we work to further clarify the role of the CSO, every individual in the department should take care to deal with the CSOs in a professional and respectful manner, and to address any concerns to shift supervisors or Lieutenant Thomseth rather than expressing dissatisfactions or resentments to the CSOs.

James F. Mossey, Chief of Police

JFM:dsl

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

October 5, 1990

TO:

Jerry Dulgar City Manager

FROM:

James F. Mossey Chief of Police

SUBJECT:

Activity Report

09/19/90 Thru 10/03/90

CALLS FOR SERVICE

During this period there were 443 Calls for Service made to the Police Department. These calls consisted of the following major incidents:

(01)	Robbery	(03)	Burglary
(18)	Fights/Assaults	(01)	Motor Vehicle Theft
(29)	Thefts	(04)	Vandalism
(11)	Forgery/Frauds	(24)	Public Peace/Party
(19)	Domestics	(19)	Motor Vehicle Acc.
(22)	Medical Emergencies	(12)	False Alarms
1920 - 1932	**	(280)	Other Requests

2. <u>ADULT ARRESTS</u>

During this reporting period, their were 29 adults booked at the Crystal Police Department for the following:

(04)	DWI	(02)	Shoplifting
(03)	Gross DWI	(01)	Larceny
(01)	Agg. DWI	(01)	Crim. Dmg. to Prop.
(01)	DAR/DAS	(04)	Warrants
(02)	Domestic Assault	(01)	Disorderly Conduct
(01)	Crim. Sex. Conduct	(02)	Narcotics
(01)	False Info. to Police	(05)	Outside Bookings

JUVENILE ARRESTS

During this period, there were 13 Juveniles detained at the Crystal Police Department for the following:

(02)	Domestic Assault	(05)	Shoplifting
(01)	Assault	(01)	Disorderly Conduct
(04)	Crim. Dmg. to Prop.	5 N 08	

3. INVESTIGATIONS

65 cases were assigned, 11 inactive, 3 cleared by arrest, 1 unfounded, 4 exceptionally cleared and 46 cases remain active.

The Investigative Division has been cooperating with Hennepin County Sheriff's Office and several suburban agencies in the surveillance of a known burglar. The subject has been extremely active in the suburban area in office burglaries and theft of computer equipment and the investigation of this suspect and development of new leads are continuing at this time.

At this point there appear to be no noticeable crime trends. The vandalism that had been plaguing the area has dropped off for the time being.

4. RESERVE OFFICERS

We are currently in the process of providing new identification for the Crystal Reserve Officers. This process will involve purchasing new badges for the Reserve Officers. The badges they are currently using are extremely old.

5. TRAINING

During this period, another group of Crystal Police employees attended Cultural Diversity Training. There is one more training session scheduled for the remainder of the department.

TASK FORCE

We have been notified that our 1991 Federal Grant for Task Force Operations is \$65,000.00. This combined with the \$21,666.00 cash match provides an operating budget of \$86,666.00 for 1991. This cash match is divided among the seven participating cities. We are in the process of incorporating Plymouth and Hopkins into our Task Force Program.

7. OTHER

As you may recall, the St. Paul Police Department asked us to allow them to monitor our D.A.R.E. Officer's as they instructed in the classroom. They felt our program was one of the best and wanted their new D.A.R.E. Officers to see how we presented the program. They were here a couple of days last Spring and have since initiated the program in St. Paul.

We were again flattered by another "Big City" when Mayor Frazer of Minneapolis came to Crystal last Tuesday (October 2, 1990) to see how we administer our Diversion Program through our Juvenile Specialist. Mayor Frazer was accompanied by Dep. Chief Debrotka of the Minneapolis Police Department, Diane Ward who is

the Supervisor of the Juvenile Division for the Hennepin County Attorney's Office and two of the Mayor's Aides. I believe they intend to start a similar program in Minneapolis.

Also this week, I received copies of the "Hennepin County Crime Analysis" for 1989. Again we are in the top five communities for clearances of crimes. At 34% clearance, we were tied for second with Minnetonka. Number one was West Hennepin Department of Public Safety which policies for several small communities in extreme Western Hennepin County.

In the crime index and population rankings, we stand #12 in population and #18 in crime rate.

The Police Department is justifiably proud of these numbers. I will make cop , of the Crime Analysis available to you and members of the City Council if you wish.

We recently received a letter from the DEB Shop in the Crystal Shopping Center (see attached copy) stating that they are pleased with our VIP Program, as they have realized a reduction in their losses. Lt. Gautsch informs me that this is the fourth or fifth letter we have received along this same vein. We are gratified that our efforts are paying off with our VIP Program as evidenced in the reduction of losses from merchants. We will be continuing our efforts and expanding it to include apartment complexes.

James F. Mossey, Chief of Police

FM:dsl

	eptember 25, 1990
Dan Drake;	
ule recently rece	wed our
inventory results for t	le past
six monthes and tha	ught that
the figures may inte	est you.
In January of 1990	our % strank
was 3.96 and in A	igust of
1990 the % shrink	went down
to 1.55 which made	a difference
at anniximately \$ 10.	000. I would
eile to thank your	and the
eile to thank your Crystal Police Departme	nt fin all
af your help.	
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Mana	y of the
Deb ?	
(rysto	I Shopping Ge.

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE: ·

October 16, 1990

TO:

Police Department Personnel

FROM:

James F. Mossey Chief of Police

SUBJECT:

Minutes of Management Team Meeting

October 11, 1990

PRESENT:

James Mossey, Craig Thomseth, Rick Gautsch,

Mike Harty, Dave Pecchia, Ken Varnold, Deb Lien, Jerry Dulgar and Peter Flint

Recent Post Article:

Implications of the recent newspaper article were discussed. Several team members voiced their opinions that the article reflected poorly on all individuals, as well as the department. Allegations of a work slow down are being addressed by the supervisors.

Jerry Dulgar stated his position; the article does not change our current direction. We will continue with the team building process. He has received only one citizen call to date, and that from a familiar critic of the Police Department.

As predicted at the start of team-building, there appear to be some individuals in the department that do not wish to get on board and work to improve the department. Hopefully, their readiness to get to work will increase, now that they have played their publicity card.

Corporals

The issue of inclusion of Corporals at team meetings was raised. While this is likely to be considered in the future, at present, Peter Flint suggested we continue to focus on the interactions between Sergeants, Lieutenants and the Chief, until that group is working reasonably well as a team.

Policy and Procedure Manual

Lt. Gautsch will ensure that the manuals are distributed to all personnel as soon as possible.

Level of Policy Approval

The pressing need for a "no dogs allowed" policy was again rehashed. Lt. Thomseth will informally communicate current thinking on this crucial issue to any interested parties.

Should this or other issues necessitate future written policies, those policies will be written and signed by the appropriate individuals, and approved by the Chief. For example, training policies would be written and signed by Lt. Gautsch, who is responsible for training. My signature would indicate that I have reviewed and approved those policies. The point here, is that the policies should clearly show where they are coming from, rather than presenting the incorrect picture that I personally write all policy.

Schedules

Lt. Thomseth presented various options for the 1991 schedule. It appears that Plan D will be the final version, with nine hour shifts predominating, and some ten hour day shifts. This schedule will be posted as soon as it is finalized.

Sergeant Reassignment

The Lts. and I will work on a plan to have a Sergeant in place on all shifts for 1991. The Sergeants will be individually informed of this plan as soon as possible.

Computer Assisted Dispatch (CAD)

Lt. Thomseth reported on the feasibility and possible problems of implementing a CAD system for the department. It appears that such a system may not fit well with the one person dispatching at present. The final decision will be made in the next few weeks by Lt. Thomseth, the City Manager and I.

Traffic Enforcement

We have started a program of area concentration for traffic enforcement in problem areas, similar to Minneapolis' accident reduction areas. Some individuals would be assigned to concentrate on traffic for at least one hour per shift.

VIP for Apartments

We will be starting a VIP Program for LouAnn Terrace and Lamplighter Apartments.

High School Violence Program

Sgt. Varnold will be working with the high school students to increase their awareness of the problems of violence, whether racial, date rape, etc. This should be an excellent tool for working with the high school population. Good work, Ken!

Records

The Office Manager and the Lieutenants will be discussing whether or not to change the present booking procedure, i.e., instead of placing arrestees into the booking log, the Officer would be entering the arrestee directly into the computer.

Cleaning up the Neighborhood

Obviously, we continue to feel the effects of our run down physical environment. The City Manager and I will be pressing hard for the City to move ahead on the remodeling. In the meantime, lets all do whatever we can to at least not add to the pollution. Dead animals, toilets and other interesting property should not be left on the front lawn. Inside the building, lets do whatever we can to make the best of a bad, hopefully temporary situation. Supervisors should lead the effort and take responsibility for damage and housekeeping that occurs on their shifts.

James F. Mossey, Chief of Police

JFM:dsl

Editorial

Off the Cuff...

What do you like best about your city?

Photos by John Roles



'It's a small-town community.'

Mike Lee Robbinsdale



"The crime is low."

Jack Lysne
Plymouth



'Walking distance to shopping malls and restaurants.'

Lynn Ricker Crystal



'The intervention project and police department.' Debra Kelly Crystal



'It's a nice city.'
Scott Rhode
Plymouth



'The police protection.' Christine Rathbun Crystal

10-16-90 Counil Meeting Brought in Varlene frozelly In my duties as Mayor, I need to ask the City manage to investigate the ange and frustration expressed by the Police Department officers in the Post Papu. I serve you as Mayor of Criptal and the Criptal Bolive Degestment serves you the citizens. We need to have this issue & resolved for all loncuned. I am asking the City Manager to report leach to this council in two weeks, about the Police department, and lome back with some ideas. about the council hiring in outside firm at council's request. Put the Mayor's Conference this weekend & Decime Hame of firm that do this. I also wanted like to do a department a year with the factor manage so we get the so manage and more softe the wanted and this will also help of the manages are able to manage better and this will also help to be a soft of the west of the will also help to be a soft of the wind also help to be a soft of the west of the will also help to be a soft of the west of the will also help to be a soft of the west of the soft of the west of the soft of the Bot I in Jerry now.

CITY OF CRYSTAL POLICE DEPARTMENT MEMORANDUM

DATE:

October 16, 1990

1500 Hrs.

TO: ·

Chief Mossey

FROM:

Sgt. Pecchia

SUBJECT:

Hartinger Foundation

Charitable Gambling License Investigation

I have not received an update from the State of Minnesota regarding the status of their investigation. Therefore our file will remain open.

Sqt. Dave Pecchia

DP:dsl

Memorandum

DATE: October 11, 1990

TO: Jerry Dulgar, City Manager

FROM: Darlene George, City Clerk Autor

SUBJECT: Charitable Gambling Application

Hartinger Foundation at the Paddock Bar

The above Charitable Gambling License application was again considered at the October 2, 1990 City Council Meeting. Mr. Hartinger of the Hartinger Foundation and his attorney were present to discuss this license. At that time the City Council received a memo from the Police Chief stating that the State was still investigating the Foundation and they would advise the Police Department when they had completed their investigation.

The Council by consensus decided to bring it back to the next meeting hopefully having the investigation complete. As of this date the Police Department has not gotten any word from the State. I have talked to Police Chief Mossey and he will be writing a memo to the Council at the latest possible time prior to the October 16 Council Meeting advising them of the status of this Charitable Gambling License application.

I suggest that this be brought up during the Open Forum for Council discussion in the event that they wish to proceed with their approval or take some other action prior to the State's completion of their investigation of the Foundation.

DG/js

11/

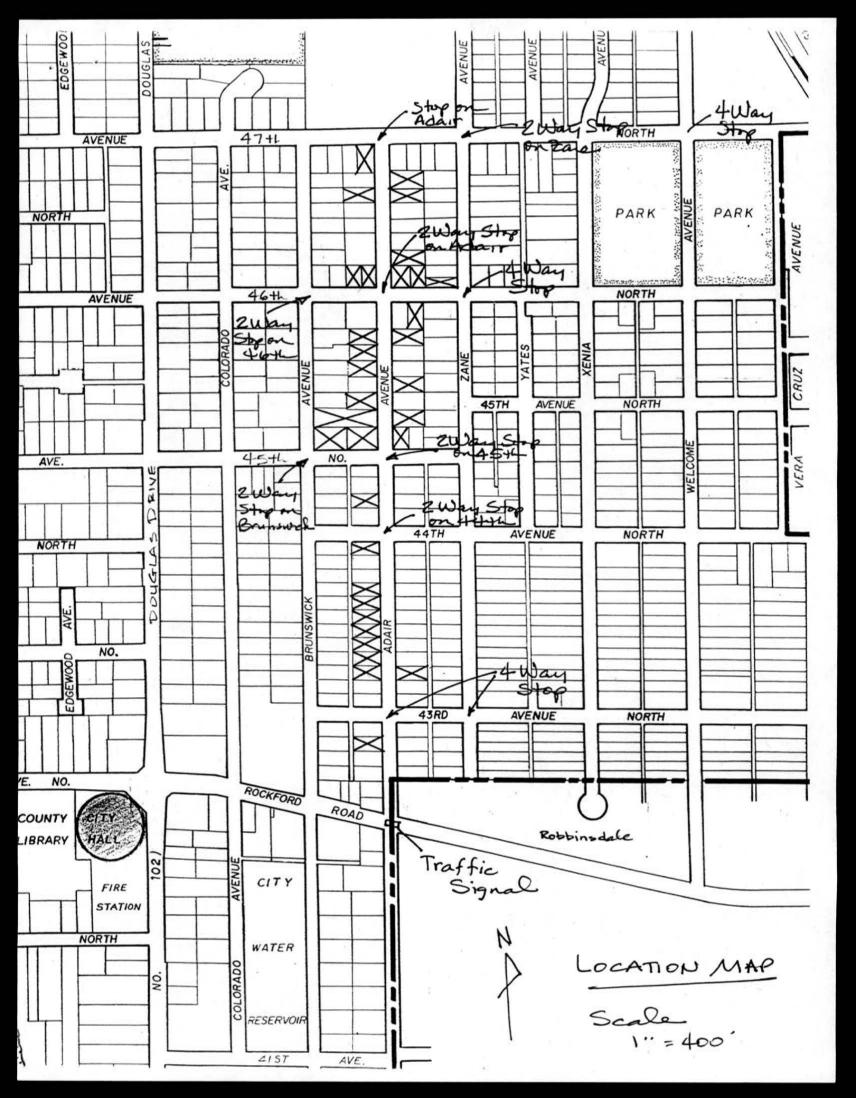
THE PEOPLE OF ADAIR AVE. NO. BETWEEN 42 ND AND YETH WONDER WHEN THE CITY WILL DO SOMTHING ABOUT THE SPEEDERS AND STOP-SIGN RUNNERS IN OWR NIEGHBORHOOD. 5328698

with Timmerman Divald & Jayre Frankt-4331 Gelain au No Milu 3 ega 4325 Al Air 8 537 Dr Al Davis 4319 Adair 535agnes Berger-Cherie mott Lollson Seom * Dandra Jedman Though Reversor Genny Kane Martin Smith Troy Swith * BD FEE Holly + Rick Kipster Bud Ste Sherread Elaine Trigget Lola morgan * Maggie Plagenie Maggie Sainie

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TOOO : LISA PALMIER 5924- 46TH AVE NO. Fedor Kuraking 4616-ADAIRAVENO Boby Penny Sikes 4640 Adair Quth 6: Have 451 adain Sue Support 4/239 Adair No. "10 DAVOERS Sar 12ms 1. 6000-46 the are 72. Shulled, 6008 46# AVE NO 535-3916 Gordone Led Cook 4337 Adair Aul N 537-1255 Ithal hallage 4533 adding to 11. 27, 1 4517 120 1 537-8/19 Olga Klemm Fran Kartel 4510 Breusauch 537-8788 ger lan Kisseghem 4500 Brunwood 537-217 4319 Adar Ave N 535-3263 ala Davi 535 -7741 Doug Clempel 434 Adair Delia Serr +337-0daux



RESOLUTION NO. 90-

Resolution acknowledging Red Ribbon Campaign Week in Crystal, Minnesota (October 22-28, 1990).

WHEREAS, Alcohol and other drug abuse in the United States has reached epidemic stages, and the 15-24 year old age group is dying at a faster rate than any other age group; and

WHEREAS, Red ribbons have been chosen as a symbol of individual and community efforts to reduce the demand for drugs in our communities; and

WHEREAS, October 22-28, 1990 is Red Ribbon Campaign Week in Minnesota, and Governor Rudy Perpich and Senator Rudy Boschwitz are the State Honorary Chairpersons of the Red Ribbon Campaign; and

WHEREAS, Business, government, law enforcement, schools, religious institutions, service organizations, communities, neighborhoods, youth, senior citizens and individuals will demonstrate their commitment to help reduce and prevent alcohol and other drug abuse by wearing and displaying red ribbons during the Red Ribbon Campaign;

BE IT RESOLVED, That October 22-28, 1990 be declared Red Ribbon Campaign Week throughout the City of Crystal; and

BE IT FURTHER RESOLVED, That the Council of the City of Crystal in recognition of this event, supports the activities sponsored by the Red Ribbon Campaign, and encourages community participation in drug awareness, education and prevention activities.

ADOPTED BY THE CRYSTAL CITY COUNCIL THIS 16TH DAY OF OCTOBER, 1990.

	Mayor	
ATTEST:		

City Clerk

Res No. 90 - 471 Resolution Honoring John Olson, Cossistant City Manager

WHEREAS, John OLSON HAS DUTIFULLY SERVED THE CITY OF CAYSIM FOR 15 YEARS, RISING TO THE POSITION OF ASSISTMENT CITY MANAGER, AND

WHEREAS, JOHN HAS HAD A DIRECT AND POSITIVE
INFLUENCE ON THE GROWTH OF THE CITY ECONOMICALLY,
FINANCIALLY AND STENOTURALLY, AND

WHEREAS, JOHN HAS CAPABLY HANDLED NUMBEROUS AND VARIOUS RESPONSIBILITIES FOR THE CITY DURING HIS 15 YEAR TENURE, AND

WHEREAS, ONER THE YEARS JOHN HAS SUCCESSFULLY
MES THE NEEDS AND CHARLENGES OF MANY
CITY COUNCIL MEMBERS AND MAYORS OF DIVERSE BACKGROUNDS, AND

WHENERS, UNDER HIS LEADERSHOP AND GRIDANCE AS THE COMMUNITY DEVELOPMENT DIRECTOR THE CITY HAS BEEN ACTIVELY ENGAGED IN PURSUING NEEDED REDEVELOPMENT PROJECTS, AND

CITY MANAGER IN CHEVY CHASE, MD.,

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CRYSTAL HONOR JOHN OLSON FOR HIS MANY YEARS OF DEVOTED SERVICE TO THE CITY AND ITS RESIDENTS AND THANK HIM WITH SINCERE AND DEEPEST GRATITUDE AND RESPECT FOR THE DEDICATED SERVICE HE HAS REDUCED.

MEMORANDUM

DATE: October 12, 1990

TO: City Council Members

FROM: Beth Jarvis, Chair, Environmental Quality

Commission

SUBJECT: Draft Housing Maintenance Code Review

The purpose of this memo is to inform you of the current review status of the draft Housing Maintenance Code by the Environmental Quality Commission. Commission members were given a new Housing Code draft, developed by the City Attorney, to review at their September meeting. Members present requested a few weeks time to compare the new draft to the copy developed by the Commission last year.

The Commission members wanted to prepare recommendations for the City Council at their regular October meeting. Unfortunately, we were asked to attend the Community Forums, the first of which (on October 18) conflicts with our regular meeting time.

I have taken the alternative of polling members' opinions by telephone. There are few material objections to the revised draft. Basically, everyone agrees with the general concept of combining the two segments of the housing code. However, I would like to have the Commission members discuss a number of differences from the previous draft at their regular November meeting.

We would appreciate having more time to study the revised draft code. Meanwhile, the Planning Commission and EDA Advisory Commission would likely wish to review the revision also.

JJ:jt

DATE: October 12, 1990

MEMO TO: Jerry Dulgar, City Manager

FROM: Edward C. Brandeen, Park & Recreation Director

SUBJECT: Vandalism Flyer

Attached for your information is a flyer depicting types of and the amount of vandalism in city parks during 1989.

This information will be used by the police department during their drug and miscellaneous education sessions at the Crystal elementary schools. This will also be used in the Crystal newsletter and other local media.

This information was gathered from our maintenance division, who had spent considerable time tallying damages and related costs.

This undertaking is a result of one of several goals undertaken by the department in attempting to curb vandalism in city parks.

attach

VANDALS COST CRYSTAL TAXPAYERS \$40,000 IN CITY PARKS DURING 1989

The following destructive acts of vandalism cost taxpapers \$40,000 in our city this past year.

-25 trees destroyed\$7,200
-Shingles removed from buildings2,500
-Satellites destroyed800
-Buildings fire bombed500
-Drinking Fountains broken/destroyed900
-Play Equipment broken
-Picnic Tables and Exercise Course damaged 2,500
-Park Sheltlers damaged 2,000
-Sprinkler Heads missing or broken600
-Miscellaneous: Broken glass, bridge lumber
broken, broken screens and windows, skateboard
damage, graffiti, etc
-Cost of Repair: This is the expense for a
park maintenance person constantly patrolling
city parks and repairing minor acts of
vandalism

NOTICE

Residents are reminded that should you witness any acts of vandalism, you should contact the Police Department <u>immediately</u>. Your help will reduce these unnecessary costs!!!!!

\$40,000

Cash rewards will be offered for information leading to the arrest of parties involved in acts of vandalism.

CRYSTAL PARK & RECREATION DEPARTMENT 531-0052



4141 Douglas Drive North • Crystal, MN 55422-1696 • 537-8421

ADMINISTRATIVE OFFICE

October 15, 1990

Mr. Arie Mann 4208 Brunswick Avenue North Crystal, MN 55422

Dear Mr. Mann:

The signs restricting parking on Brunswick Avenue will be installed later this week. The enclosed stickers will need to be displayed on the left side of rear bumpers of vehicles permitted to park in this area. I request you distribute the permits to tenants as appropriate.

Signs limiting parking along 42nd Avenue to 2 hours will also be installed this week. At that time the MTC bus stop will be relocated to the west side of Brunswick Avenue. Please note the City does have a loading zone sign for the Brunswick Avenue side of your building, but I need your approval prior to mounting.

As the signs are installed, parking will be prohibited in your front yard along 42nd Avenue. Should you have further questions regarding these actions, please let me know.

Sincerely,

William Monk City Engineer

WM:mb

cc: Jerry Dulgar Jim Mossey

Encl.

October 9, 1990

Sue Zuidema, Director Community Health Department Health Services Building Level 3 525 Portland Avenue South Minneapolis, MN 55415

Dear Ms. Zuidema:

The City of Crystal is opposed to the proposed 1991 Hennepin County Budget which eliminates the CHS subsidy for the municipal environmental health program.

The City of Crystal runs a joint environmental health program for the cities of Crystal and Brooklyn Center. We feel that the subsidy is vital to the life of our continuing the health program in the cities of Crystal and Brooklyn Center. We also feel that Hennepin County would have to fund far in excess of the estimated \$45,000 subsidy to individual municipalities if all municipalities decided to drop their individual health department services and turn them over to the County.

Again, the City of Crystal is strongly opposed to the proposed 1991 CHS subsidy elimination for municipal environmental health programs. I request that you forward this to the Hennepin County Board of Commissioners. If you have any questions concerning this, please call me at 537-8421.

Sincerely,

Jerry Dulgar City Manager City of Crystal

JD/js



COMMUNITY HEALTH DEPARTMENT Health Services Building – Level 3 525 Portland Avenue South Minneapolis, Minnesota 55415

September 13, 1990

Jerry Dulgar, Manager City of Crystal 4141 Douglas Drive North Crystal, Minnesota 55422

Dear Mr. Dulgar:

Since 1977 Hennepin County has provided Community Health Services (CHS) subsidy funding for nine municipal environmental health programs. The funding amounted to \$45,000 annually and ranged from \$660 to \$7,910 for individual municipalities.

On August 28, 1990, the Hennepin County Administrator presented his proposed 1991 budget to the Board of Commissioners. The CHS subsidy for the municipal environmental health programs is not in the proposed budget. I wanted to make you aware of this development in order that you may take it into account in your budgeting and planning for 1991.

As directed, the Community Health Department developed a maintenance budget for 1991. The department also identified potential reductions to the budget. This list included reductions to CHD operations and services provided under contract with other organizations. In years past, county administration has reduced the CHD budget without reducing the funding to contracted programs. Due to the severe fiscal constraints of the County in recent years, the 1990 adopted and 1991 proposed budgets involve reductions to contracted programs.

A decision to eliminate funding to an existing program is always difficult. The environmental health programs were selected because they have means of generating revenue that are not available to other organizations.

HENNEPIN COUNTY

Municipalities have the option of increasing property tax support of their environmental health programs or increasing license fees. The Community Health Department will, in fact, be submitting a proposal to increase license fees for 1991 to support its environmental health program.

As you are aware, the County Board will be holding budget hearings this fall and amending the budget submitted by the administrator. With their stated desire to reduce the property tax requirement, it will be difficult to replace funding to programs already cut. Unless the commissioners amend the budget, I expect that the 1990-91 contract with your city will be terminated effective December 31, 1990, in accordance with the terms of the contract.

If you have any questions about the 1991 budget process or the contract, please contact me at 348-3925.

Sincerely,

Sue Zuidema

Director

Jo Mis it?

City of Crystal Memorandum

DATE:

July 31, 1990

TO:

Jerry Dulgar

FROM:

Miles D. Johnson

SUBJECT:

City of Crystal Police Relief Association -

Disabilities

The attached letter from the "State of Minnesota Legislative Commission on Pensions" states so well what I have said about the by-laws that govern our police pension plan.

We have, since back in the early 60's had by-laws that were so loose that anyone with any problem could retire under a disability.

Let us list our people on disability pension by disability:

Person A - Had letters from doctors listing mental stress, etc., as a major problem.

Person B - Injured knee while working out with local high school wrestling team.

Person C - Had letters from doctors on mental disorders and was not recommended for police work.

Person D - Injured back during recovery of stolen motorcycle.

Person E - Retired with letter from M.D. listing an acute alcoholic problem.

Person F - Had letters from doctors on mental disorder and was not recommended to continue police work.

Person G - Back injury and disability which was from injury which required back surgery.

In all seven cases there was not an absolute determination that the injury had occurred while on duty. The by-laws do not require the employee to be disabled while on duty. Several of these people are employed in gainful jobs with one working for another city in other than police work.

There have been no changes in the by-laws for the disability section. With the balance of the ten active employees all nearing the 20 year and age 50 requirement, the disability problem should not be a factor. (The youngest active employee is 38 and has 14 years of service.) Until this disability section is changed, we have always got the possibility of this with us. The Board of Directors is made up primarily of the active police personnel of the remaining ten employees. I feel with this blend and only the Mayor and myself voting on the "other side of the fence" we will find changes hard to come about.

State of Minnesota \ LEGISLATIVE COMMISSION ON PENSIONS AND RETIREMENT

HOUSE

Robert A. (Bob) Johnson, Vice Chair Gerald C. (Jerry) Knickerbocker Rich O'Connor Leo J. Reding Wayne Simoneau

SENATE

Donald M. Moe, Chair Steven Morse Lawrence J. Pogemiller Earl W. Renneke Gene Waldorf, Secretary

July 26, 1990



55 State Office Building St. Paul, Minnesota 55155-1201 Telephone (612) 296-2750 awrence A. Martin, Exec. Dir. Edward Burek, Deputy Dir. Jean A. Liebgott, Adm. Sec.

Mayor Betty Herbes City of Crystal 4141 Douglas Drive North Crystal, MN 55422

Mr. Jerry Botko Crystal Police Relief Association 4141 Douglas Drive Crystal, MN 55422

Re:

Potential Disability Benefit Utilization Problem in the Crystal Police Relief

Association

Dear Officials:

As part of its duties, the staff of the Legislative Commission on Pensions and Retirement reviews the actuarial valuations of various local police and salaried firefighters relief associations. The 1989 actuarial valuation for the Crystal Police Relief Association was part of that review.

The 1989 actuarial valuation for the Crystal Police Relief Association indicates a potential problem regarding the relief associations disability benefit coverage. For a small relief association, the Crystal Police Relief Association appears to have a disproportionately large number of current disability benefit recipients. Other small relief associations, several in cities of a comparable size, display a substantially more modest disability benefit utilization pattern. A comparison of high utilization relief associations and low utilization relief associations is as follows:

Disability Benefit High Utilization			Disability Benefit <u>Low Utilization</u>		
Relief Association	Total Membership	Disabilitants	Relief Association	Total Membership	Disabilitants
Crystal Police	28	7	Albert Lea Fire	34	0
Faribault Fire	34	5	Albert Lea Police	39	2
Fridley Police	26	7	Austin Fire	48	1
Mankato Police	49	7	Austin Police	43	2
St. Cloud Police	52	6	Brainerd Police	25	1
St. Louis Park Police	66	10	Columbia Heights Fire	10	1
			Columbia Heights Police	17	0
			Fairmont Police	20	0
			Faribault Police	28	1
		12	Mankato Fire	50	1
	⊕ 5		Richfield Fire	41	1
			Virginia Fire	28	1
	000		Winona Police	55	0



While there may be unique hazards in employment as a police officer in Crystal, the large number of disabilitants may also reflect a poorly designed disability program, an inappropriately modest threshold requirement for receipt of a disability benefit, or an inadequate disability benefit determination process. The Crystal Police Relief Association disability program merits an immediate general review to determine whether there are any structural defects in it that can be remedied and ongoing monitoring to avoid any future irregularities.

I hope that bringing this potential problem in the Crystal Police Relief Association to your attention is of assistance. If you have any questions about this communication, please contact me.

Sincerely,

Lawrence A. Martin

a a Maito

Executive Director

1990 EXPENDITURE REPORT AS OF SEPTEMBER 30, 1990

NORMAL %=

75.00%

(\$6,987.65)

		ADOPTED	REVISED							
DEPARTMENT	#	BUDGET	WORKING	PRIOR MONTH		CURRENT	TOTAL		INENCHABEDED	
DEFARTIENT		AMOUNT	BUDGET		ENCUMBERANCES			DATIO	UNENCUMBERED	
		Amount	BODGET	TID EXPENSES	ENCOMBERANCES	EXPENDITORES	EXPENSES	RATIO	BALANCE	
Mayor & Council	10	\$126,670	\$126,670	\$92,046.11	\$320.00	\$4,760.55	\$96,806.66	76.7%	\$29,543.34	
Administration	11	\$349,244	\$321,092			\$26,025.84	\$236,541.14	73.8%	\$84,172.52	
Assessing	12	\$126,382	\$131,140	\$78,922.21		\$9,128.83	\$88,051.04	67.1%	\$43,088.96	
Finance	13	\$149,580	\$157,898			\$11,532.18	\$110,371.43	70.3%	\$46,861.97	
City Buildings	14	\$147,340	\$153,053			\$11,381.47	\$111,459.50	73.9%	\$39,883.59	
Police	15	\$1,686,964		\$1,108,767.47			\$1,238,173.72	70.2%	\$526,968.44	
Fire	16		\$212,250			\$10,055.56	\$128,380.54	61.8%	\$80,994.23	
Planning & Inspection	17		\$74,565		72.	\$6,296.21	\$54,743.21	73.4%	\$19,814.80	
Civil Defense	18		\$41,740			\$2,952.25	\$29,991.51	71.9%	\$11,723.49	
Engineering	19		\$214,847			\$15,065.83	\$163,582.20	76.1%	\$51,245.04	
Street	20	\$487,534	\$500,805			\$37,888.86	\$330,553.86	67.4%		
Park Maintenance	21	\$383,583	\$391,001			\$34,701.07	\$285,253.97	73.8%	\$102,460.99	
Recycling **	22		\$78,859			\$0.00	\$0.00	0.0%	\$78,859.00	
Recreation	25	\$480,788	\$483,636			\$33,666.30	\$374,539.12	79.0%	\$101,705.55	
Health	26		\$150,802	32/		\$14,827.36	\$108,355.29	72.2%	\$41,915.39	
Civil Service	27	970	\$11,750			\$39.00	\$5,639.79	53.7%	\$5,440.21	
Legal	28	\$142,000	\$140,200			\$15,317.17	\$101,881.10			
Elections	29		\$20,975			\$24.50	\$1,524.87	72.7%	\$38,318.90	
Swimming Pool	31	\$76,242	\$75,742		TO THE RESERVE OF THE	\$7,356.37		7.8%	\$19,330.23	
Non-Departmental		\$1,053,660	\$852,783				\$98,480.23	130.3%	(\$22,976.34)	
Community Center	33	\$106,203				\$72,459.87	\$566,369.05	66.5%	\$286,033.95	
Tree Disease	34	\$43,609	\$105,532			\$5,965.56	\$26,763.61	26.8%	\$77,280.47	
EDA	37		\$43,609			(\$2,043.85)	S. Commission of the Commissio	48.5%	\$22,447.24	
EDA	31	\$22,758	\$73,606	\$78,977.73	\$573.65	\$15,621.23	\$94,598.96	129.3%	(\$21,566.61)	
TOTALS		\$6,196,071	\$6,131,162	\$3,810,794.15	\$31,378.71	\$462,428.41	\$4,273,222.56	70.2%	\$1,826,560.73	
			S .							
Recycling Fund #80		\$205,344	\$205,344	\$82,677.06	\$0.00	\$12,563.85	\$95,240.91	46.4%	\$110,103.09	
Street Lighting #82		\$108,330	\$108,330	\$70,409.32	\$0.00	\$14,373.61	\$84,782.93	78.3%	\$23,547.07	
Utility Fund-#81										
Water	23	\$1.025.829	\$1,025,829	\$353,161.05	\$450.73	\$60 258 68	\$422,419.73	41.2%	\$602,958.54	
Sewer			\$1,267,029		\$406.42		\$1,033,503.78	81.6%		
		,,,,,	- , , 23, , 02,	1005,502150	2400.42	JITI , 741.42	41,033,303.76	01.0%	\$233,118.80	
TOTALS		\$2,292,858	\$2,292,858	\$1,238,723.41	\$857.15	\$217,200.10	\$1,455,923.51	63.5%	\$836,077.34	
Unton Clids F. ad #07										

Water Slide Fund #83 \$0 \$0 \$6,987.65 \$0.00 \$0.00 \$6,987.65

** Salaries, Utilities and Other Expenses for the Water Slide have not yet been recieved or allocated from the Swimming Pool activity. This will be done when the season ends and all bills are in.

SUMMARY OF REVENUES AS OF SEPTEMBER 30, 1990 NORMAL PERCENT = 75.00%

GENERAL FUND - 01 **ESTIMATED** PRIOR MONTH RECEIPTS RECEIPTS PERCENTAGE ACCT# REVENUE YEAR-TO-DATE CURRENT MONTH YEAR-TO-DATE RECEIVED TAXES 3011 Current Ad Valorem Taxes \$2,806,137 \$1,033,081.32 \$0.00 \$1,033,081.32 36.8% Homestead Credit \$0 \$416,095.77 \$0.00 \$416,095.77 3012 Deling Ad Valorem Taxes \$0 \$14,927.84 \$0.00 \$14,927.84 3013 Penalties and Interest \$10,000 \$4,261.35 \$0.00 \$4,261.35 42.6% 3014 Forfeited Tax Sale \$0.00 \$0 \$457.67 \$457.67 3015 Prepaid Special Assessments \$0 \$0.00 \$0.00 \$0.00 \$2,816,137 \$1,468,823.95 \$0.00 \$1,468,823.95 Total Taxes 52.2% LICENSES AND PERMITS 3111 Liquor Licenses On Sale 06/30 \$55,000 \$30,250.00 \$0.00 \$30,250.00 55.0% Liquor Licenses Off Sale 06/30 3112 \$1,600 \$1,600.00 \$0.00 \$1,600.00 100.0% \$6,603.75 \$6,603.75 3113 Beer & Tavern Licenses 06/30 \$6,000 \$0.00 110.1% 3114 Club Licenses 06/30 \$2,000 \$3,086.00 \$0.00 \$3,086.00 154.3% 3115 Garbage & Refuse License 06/30 \$1,500 \$2,575.00 \$0.00 \$2,575.00 171.7% 3116 Taxi Cab Licenses \$150 \$0.00 \$0.00 \$0.00 0.0% 3117 Music Box-Misc Amusements \$5,600 \$1,672.00 \$0.00 \$1,672.00 29.9% 3118 Food Handling Licenses \$15,900 \$365.00 42.9% \$6,456.25 \$6,821.25 3119 Gas Pump & Station Licenses \$1,400 \$64.50 \$0.00 \$64.50 4.6% 3121 Bowling Alley Licenses \$1,200 \$0.00 \$0.00 \$0.00 0.0% 3123 Cigarette Licenses \$1,350 \$120.00 \$0.00 \$120.00 8.9% 3124 Misc Licenses \$1,600 \$2,289.50 \$36.50 \$2,326.00 145.4% 3125 Billboard-Sign Hangers License \$1,000 \$1,020.25 \$1,086.25 108.6% \$66.00 3126 Plumbing-Gas Licenses & Cards \$5,000 \$2,805.50 \$186.50 \$2,992.00 59.8% 3127 Sign Licenses 05/15 \$11,000 \$6,538.19 \$0.00 \$6,538.19 59.4% 3128 Tree Trim Licenses \$600 \$0.00 \$495.00 \$495.00 82.5% 3150 Dog Licenses & Impound Fees \$5,900 \$3,434.50 \$395.00 \$3,829.50 64.9% 3151 **Building Permits** \$40,000 \$38,242.67 \$3,665.85 \$41,908.52 104.8% 3152 Misc Fire Permits \$0 \$716.00 \$0.00 \$716.00 3153 Plumbing Permits \$5,000 \$4,463.35 \$708.00 \$5,171.35 103.4% 3154 Sewer Permits \$600 \$594.50 \$52.50 \$647.00 107.8% 3155 Water Permits \$800 \$700.00 \$87.50 \$787.50 98.4% 3157 Driveway Permits \$500 \$85.00 \$0.00 \$85.00 17.0% 3158 Street Excavation Permits \$700 \$3,595.00 \$0.00 \$3,595.00 513.6% 3159 Miscellaneous Permits \$0.00 \$0.00 \$0.00 \$2,896.50 3161 Gas Permits \$3,000 \$259.50 \$3,156.00 105.2% 3162 Burglar Alarm Permits 05/15 \$1,200 \$858.00 \$0.00 \$858.00 71.5% 3163 Mechanical Permits \$10,000 \$6,048.82 \$428.75 \$6,477.57 64.8% 3164 Sign Permits \$2,700 \$1,894.50 \$285.00 \$2,179.50 80.7% 3165 Parking Pemits \$0 \$20.00 \$0.00 \$20.00 3166 Restaurant Hoods \$1,075.00 \$1,200 \$25.00 \$1,100.00 91.7% Total Licenses and Permits \$182,500 \$130,199.78 \$6,561.10 \$136,760.88 74.9%

GENERAL ACCT#	FUND - 01	ESTIMATED REVENUE	PRIOR MONTH YEAR-TO-DATE	RECEIPTS CURRENT MONTH	RECEIPTS YEAR-TO-DATE	PERCENTAGE RECEIVED
STATE SH	ARED TAXES					
3350	Local Government Aid	\$1,845,183	\$922,591.50	\$0.00	\$922,591.50	50.0%
3351	State Aid Streets	\$3,239	\$102,353.50	\$0.00	\$102,353.50	3160.0%
	Total Shared Taxes	\$1,848,422	\$1,024,945.00	\$0.00	\$1,024,945.00	55.4%
OTHER SEI	RVICES					
3500	Miscellaneous Receipts	\$3,000	\$3,065.89	\$45.45	\$3,111.34	103.7%
3501	NWSCC and CAC	\$4,800	\$2,284.20	(\$23,784.61)		-447.9%
3503	Bicycle Licenses	\$400	\$300.00	\$13.00	\$313.00	78.3%
3504	Northern Mayors Association	\$0	(\$3,437.14)			
3511	Special Rezoning App Charge	\$5,200	\$4,175.00	\$300.00	\$4,475.00	86.1%
3512	Sale of Maps-Documents etc	\$200	\$169.80	\$0.00	\$169.80	84.9%
3513	Engineering & Clerical Fees	\$50,000	\$0.00	\$68,893.01	\$68,893.01	137.8%
3514	Weed Cutting Charges	\$600	(\$340.00)	\$275.00	(\$65.00)	-10.8%
3515	Filing Fees	\$0	\$0.00	\$0.00	\$0.00	10.0%
3516	License Investigations	\$500	\$1,810.00	\$250.00	\$2,060.00	412.0%
3517	Jail & Breathalyzer Tests	\$3,000	\$0.00	\$0.00	\$0.00	0.0%
3518	Electrical Permit Applications	\$0	\$15.50	\$237.00	\$252.50	0.0%
3568	Accident Reports	\$1,600	\$1,426.00	\$142.00	\$1,568.00	98.0%
3569	Special Assessment Searches	\$3,000	\$1,064.00	\$60.00		37.5%
3570	Sanitarian Costs & Reimburse	\$85,000	\$61,753.80	\$0.00	\$1,124.00 \$61,753.80	72.6%
3571	Confiscated Funds	\$0	\$35.00	\$0.00		12.0%
3580	Recreation Program Receipts				\$35.00	72 /%
3581	Crystal Facilities Used	\$171,550 \$500	\$111,718.15 \$1,094.00	\$12,887.26	\$124,605.41	72.6%
3582	523			\$243.00	\$1,337.00	267.4%
3586	Non-Budget Account	\$0	(\$1,470.00)	\$1,950.00	\$480.00	
	Water Tests	\$0	\$0.00	\$0.00	\$0.00	105 50
3587	Swimming Pool Receipts	\$49,020	\$88,895.67	\$2,014.56	\$90,910.23	185.5%
3588	Community Center Revenue	\$21,000	\$7,701.29	\$2,974.98	\$10,676.27	50.8%
3590	Refunds & Reimbursements	\$115,500	\$7,245.77	\$115,500.00	\$122,745.77	106.3%
3591	Insurance Refunds	\$0	\$0.00	\$53,902.00	\$53,902.00	
3592	Misc Land & Equip Sales	\$43,000	\$108,064.69	\$0.00	\$108,064.69	251.3%
3593	Miscellaneous Transfers	\$0	\$0.00	\$0.00	\$0.00	0200 020
3594	Building Sub-Rental	\$700	\$540.00	\$0.00	\$540.00	77.1%
3595	Waste Oil Revenues	\$1,500	\$401.67	\$0.00	\$401.67	26.8%
3596	Leased Properties	\$0	\$100.00	\$0.00	\$100.00	
3599	Interest Earned	\$110,000	\$0.00	\$0.00	\$0.00	0.0%
3610	Court Fines	\$210,000	\$70,772.76	\$17,654.27	\$88,427.03	42.1%
3611	Alarm Charges	\$3,000	\$2,600.00	\$0.00	\$2,600.00	86.7%
3612	Alarm Penalties	\$0	\$42.85	\$0.00	\$42.85	
3630	Forfeited Bail	\$0	\$4,655.00	\$300.00	\$4,955.00	
3772	Donations	\$1,000	\$8,663.01	(\$39.19)	\$8,623.82	862.4%
	Total Other Services	\$884,103	\$483,346.91	\$252,131.97	\$735,478.88	83.2%
Previous	Year Fund Balance	\$400,000	\$0.00		\$0.00	0.0%
	TOTAL REVENUES	\$6,131,162	\$3,107,315.64	\$258,693.07	\$3,366,008.71	54.9%

	G FUND - 80	ESTIMATED	PRIOR MONTH	RECEIPTS	RECEIPTS	PERCENTAGE
ACCT#		REVENUE	YEAR-TO-DATE	CURRENT MONTH	YEAR-TO-DATE	RECEIVED
3330	County Grants	\$35,765	\$38,220.00	\$0.00	\$38,220.00	106.9
3500	Misc Revenues	\$0	\$7,095.51	\$0.00	\$7,095.51	
3510	Containers, Wheels & Lids	\$0	\$335.30	\$16.72	\$352.02	22.7
3780	Recycling Revenue	\$90,720	\$56,825.16	\$7,255.49	\$64,080.65	70.6
3781	Recycling Penalties	\$0	\$1,391.29	\$171.09	\$1,562.38	
3782	Recycling Bin Revenue	\$0	\$11,497.94	\$0.00	\$11,497.94	
3783	Recycling Bin Penalty	\$0	\$352.53	\$0.00	\$352.53	
3590	Refunds and Reimbursements	\$78,859	\$41,950.27	\$0.00	\$41,950.27	53.
	Total Recycling	\$205,344	\$157,668.00	\$7,443.30	\$165,111.30	80.4
TILITY	FUND - 81	ESTIMATED	PRIOR MONTH	RECEIPTS	RECEIPTS	PERCENTAGE
ACCT#		REVENUE	YEAR-TO-DATE	CURRENT MONTH	YEAR-TO-DATE	RECEIVED
3500	Miscellaneous Receipts	\$0	\$0.00	\$0.00	\$0.00	
3599	Interest Earned	\$35,000	\$0.00	\$0.00	\$0.00	0.
3739	Misc Income - Water	\$2,000	\$1,580.37	\$0.00	\$1,580.37	79.
3740	Water Sales	\$885,000	\$534,764.46	\$87,956.69	\$622,721.15	70.
3741	Penalties Earned - Water	\$17,500	\$11,161.09	\$1,854.20	\$13,015.29	74.
3742	Sales of Meters-Horns	\$2,000	\$2,745.75	\$319.50	\$3,065.25	153.
3743	Joint Water Commission Reimb	\$15,000	\$12,069.60	\$0.00	\$12,069.60	80.
3744	Metro Waste Reimbursement	\$5,200	\$0.00	\$0.00	\$0.00	0.
3759	Misc Income - Sewer	\$500	\$0.00	\$0.00	\$0.00	0.
3760	Sewer Service Revenue	\$995,000	\$727,387.95	\$110,517.97	\$837,905.92	84.
3761	Penalties Earned - Sewer	\$18,500	\$15,223.51	\$2,395.20	\$17,618.71	95.
	Total Utility Revenue	\$1,975,700	\$1,304,932.73	\$203,043.56	\$1,507,976.29	76.
TREET L ACCT#	IGHTING FUND - 82	ESTIMATED REVENUE	PRIOR MONTH YEAR-TO-DATE	RECEIPTS CURRENT MONTH	RECEIPTS YEAR-TO-DATE	PERCENTAGE RECEIVED
3764	Street Lighting Revenue	\$103,683	\$60,925.94	\$8,281.05	\$69,206.99	66.
3765	Penalties Earned	\$2,000	\$1,463.69	\$203.45	\$1,667.14	83.
	Total Street Lighting Revenue	\$105,683	\$62,389.63	\$8,484.50	\$70,874.13	67.
ATER SL ACCT#	IDE FUND - 83	ESTIMATED REVENUE	PRIOR MONTH YEAR-TO-DATE	RECEIPTS CURRENT MONTH	RECEIPTS	PERCENTAGE
			TEAR TO-DATE	CORRENT FIONITI	TEAR-TO-DATE	RECEIVED
3581	Crystal Facilities Used		\$1,153.41	\$0_00	\$1,153.41	
3587	Water Slide Revenues		\$30,097.10	\$0.00	\$30,097.10	

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HUMAN RELATIONS COMMISSION SPECIAL MEETING September 10, 1990

The Human Relations Commission special meeting was held in the South Conference Room of City Hall. Members present were: Chair Linda Museus, Kathryn Huston, Bob Techam, William Johnson, Renee Werner, Arlene West, and James Allen Brown. Absent was: John Luzaich. Also present was Joan Schmidt, Staff Liaison.

a. Bob Techam will be updating the flyer for distribution.

Linda reported that John Luzaich will be meeting with Jackie Frederich, Mannie Hall and elementary school art teachers as to how the flyer will be distributed. There are 1,068 fifth graders for the poster contest. Bob Techam has gotten a donation for paper supply.

The Northstars are no longer receptive to providing us with memorabilia. The Timberwolves are still willing to give us supplies and Bob will confirm this with them.

- b. Kathy Huston reported that she confirmed with Bill (Boom Boom) Brown to sign autographs. He will need a letter with the specifics. Also will give away items from the Vikings.
- c. Bill Johnson reported that a 3x5 ad would cost \$11 per column or approximately \$165 for this size of an ad. We will send notice for the NewsBrief. Phil Pfuehler will do an editorial on Human Rights Award in the Post News.
- d. Crafts: Renee Werner reported that to date two Hmong artists will have tables with their crafts.
- e. P.A. System: Joan reported that she has hired Ray Dahl to be soundman and we will use his sound system with the City's microphones. This has been approved by the City Manager.

At the next meeting of the Coalition of N.W. Suburban Human Rights Commission (September 15), we will invite other cities to have a table and to participate.

It will be suggested at the next joint meeting with the Park & Recreation Advisory Commission to obtain orange drink from McDonalds.

The next Human Relations Commission meeting will be on September 24 at the Community Center and a special meeting will be held at the Community Center on October 8 at 7 p.m.

Meeting closed at 8:30 p.m.

HUMAN RELATIONS COMMISSION August 27, 1990

The Human Relations Commission meeting was called to order at 7:08 p.m. Members present were: Chair Linda Museus, James Allison, John Luzaich, Kathryn Huston, Bob Techam, William Johnson, Renee Werner, Arlene West, and James Allen Brown. Also present were Elmer Carlson, Council Liaison and Joan Schmidt, Staff Liaison.

Member absent: Bonnie Toenies (unexcused).

 Moved by commission member Jim Brown and seconded by commission member John Luzaich to approve the minutes of the July 23, 1990 Human Relations Commission meeting.

Motion Carried.

2. Morton Ryweck and Ardiss Wexler, representatives from the Anti-Defamation League, appeared and spoke to the commission regarding the reoccurring problem of vandalism and desecration of grave stones at Adath Chesel Shel Emes Cemetery, 37th & Winnetka Avenues. Mr. Ryweck asked the commission's help in making the public aware of the problem.

Mrs. Wexler also told of a gentleman in the vicinity of 42nd and Brunswick Avenues who has received harassing phone calls and has had property spray painted displaying swastikas.

Moved by commission member Jim Brown and seconded by commission member Arlene West that we recommend to the City Council that a letter be sent to School District 281 regarding the vandalism and desecration problems at Adath Chesel Shel Emes Cemetery suggesting that an article be published in the Vita Link to make people aware and to approach the schools in educating children of this problem.

Motion Carried.

Other suggestions: send mailing to homes in the vicinity of the cemetery; approach the Coalition of N.W. Suburban Human Rights Commissions; place article in the Crystal Newsletter, Post, Star & Tribune; send also to the Post - Letter to the Editor from the H.R.C.; recommend to the police and prosecutors that we view this as a serious act and it should have serious consequences.

James Allison submitted his resignation and left the meeting.

3a. Bill O'Reilly, co-chairperson with Rollie Smothers of the Cultural Awareness Committee, and Bill Gentry, Chair of the Park & Recreation Advisory Commission, were present and spoke about their joint plans with our commission to have ethnic food vendors available at the Human Rights Day celebration.

It was reported that Gene Hackett has contacted Boy Toy who will make Asian food free of charge. It was suggested to sell portions for \$1.50 to \$1.75. Boy Toy knows someone who might be

interested in making Hispanic food. It was decided to have a maximum of two caterers.

b. Kathy Huston reported that the Vikings cannot commit a player; will give us memorabilia to give away. Could possibly get Bill (Boom Boom) Brown or Matt Blair to sign autographs.

Bob Techam reported that he had nothing further to report regarding the Timberwolves; that he will call them back in September.

- c. Prizes: The Park Commission will try to get gift certificates from local merchants.
- d. Crafts: Renee Werner reported that updated invitations to artisans and craftspersons were sent out.
- e. Publicity: Bob will work on both blank posters for contest and advertising posters. It was reported that Gene Hackett will get copies of this event run off for all students.
- f. P.A. System: This will be necessary for several of the performing groups; possiblity of renting system will be checked into.
- 4. The next meeting of the Coalition of N.W. Suburban Human Rights Commission will be September 15 at Robbinsdale.
- New/old business.
 - a. Advanced Mediation Training will take place Saturday, September 8. Jim Brown would like to attend.
 - b. 19th Annual Conference, Human Rights Leadership in the Nineties...A Bridge to the Future will be held October 13, at the Thunderbird Hotel. Joan will send in the reservations.

Moved by commission member Renee Werner and seconded by commission member James Brown to recommend to the City Council to remove Bonnie Toenies from the Human Relations Commission due to lack of attendance.

Motion Carried.

Moved by commission member James Brown and seconded by commission member Bob Techam to recommend to the City Council to replace one of the two openings on the commission with a student member.

Motion Carried.

Things to do:

- a. John Luzaich will find out the number of students in District 281 Schools and how many in the fifth grade in the Crystal Schools.
- b. Bob Techam will work on flyers and posters.

- c. Bill Johnson will contact the Post News to release information on this event and find out the price of press release.
- d. Jim Brown will contact local radio stations.
- e. Renee will work on contacting the artisans.
- f. Kathy on making directional posters to be displayed at the Community Center.
- g. Linda on contacting the State, County and League of Minnesota; Kirby Puckett.
- h. Jim Brown will check on PA system.

A special meeting will be scheduled at the Community Center on September 10 at 7 p.m.

Having no further business, it was moved by commission member Jim Brown and seconded by commission member Bob Techam to adjourn.

Motion Carried.

Meeting adjourned at 9:45 p.m.



minnesota department of health

division of environmental health 925 s.e. delaware st. p.o.box 59040 minneapolis 55459-0040 (612) 627-5100

October 5, 1990

Crystal City Council c/o Ms. Darlene George, City Clerk City Hall 4141 Douglas Drive North Crystal, Minnesota 55422

Dear Council Members:

Re: Increased Bacteriological Monitoring Required for the City of Crystal

Because of recent changes in State rules and a review of our population records, your community water supply (CWS) must increase the number of monthly water samples analyzed for bacteria. A new schedule for the number of samples required from CWSs based on the population served by the water system has been adopted into State rule and is enclosed with this letter. This new schedule is part of the amendments to the Safe Drinking Water Act of 1986. Also, the Minnesota Department of Health (MDH) has taken this opportunity to update our population records for the public water supplies in the State.

Beginning in January 1991 your system will be required to submit 30 water samples for bacteriological analysis every month. This requirement is based on a population served of 28,000 persons by your system. The procedure for analyzing these additional samples has not changed; one sample is analyzed by MDH and the remaining samples are analyzed by a certified water testing laboratory. Please make arrangements with your certified laboratory for the timely analysis and reporting of the analysis results to MDH.

If you have any questions, please contact me at 612/627-5176.

Sincerely yours,

Thomas A. Henning

Public Health Engineer Section of Water Supply and Well Management

Thomas A. 1h

TAH: bs Enclosure

cc: Leonard Zuehl, Water Superintendent



October 11, 1990

Ms. Betty Herbes Mayor of Crystal 5336 Idaho Ave. N. Crystal, MN 55428

Dear Betty,

It's that time of year again when the Crystal Business Council is looking at ordering additional and larger banners to help decorate the City of Crystal for the holidays.

There is \$500 left from last year's purchases, but an additional \$2,000 is still needed to complete this year's project. The goal of the project is to hang larger banners along the south side of Bass Lake Road.

We

need your financial support to make this project a success. If you wish to make a donation to this effort, please make a check payable to the TwinWest Chamber of Commerce/Crystal Business Council and mail to the TwinWest Chamber of Commerce, 10550 Wayzata Blvd., Minnetonka, 55343 by October 30th.

Thank you for supporting the Crystal Business Council and their efforts to promote the Crystal business community.

Sincerely,

Joan Rausch

Director of Membership Services

ausch/

Darlene

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SPECIAL WORK SESSION/COUNCIL AGENDA

October 23, 1990

Pursuant to due call and notice given in the manner prescribed by Section 3.01 of the City Charter, the Special Work Session of the Crystal City Council was held on October 23, 1990, at 6:30 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

The Secretary of the Council called the roll and the following were present:

Councilmembers	<u>Staff</u>
P_ Carlson	P_ Dulgar
_A Moravec	Olson
Irving	$\underline{\mathcal{P}}$ Monk
_P Grimes	Johnson
P Herbes	ρ Hart
P Langsdorf (7:05 pim)	P_ George
	$\underline{-P}$ Brandeen
	$\underline{\hspace{1cm}}^{\hspace{1cm}p}$ Hackett
	P Mossey

The Mayor led the Council and the audience in the Pledge of Allegiance to the Flag.

The City Council discussed the proposed 1991 Budget.

The City Manager, Finance Director and assistant Finance Director gave an overview of the proposed 1991 Budget ancluding revenues.

The following departmental budgets were discussed:

Police, Civil Defence, City Hall, Engineering, Street,

Water, Sewer, Ricreation, Community Center, Parks;

Swemming Pool, Water Slide of tree Disease / Weed Control.

Moved by Councilmember $\underline{\mathcal{L}}$ and seconded by Councilmember $\underline{\mathcal{L}}$ to adjourn the meeting.

Meeting adjourned at 9:50p.M.

SPECIAL WORK SESSION/COUNCIL AGENDA

October 30, 1990

Pursuant to due call and notice given in the manner prescribed by Section 3.01 of the City Charter, the Special Work Session of the Crystal City Council was held on October 30, 1990, at 6:30 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present:

Counc	ilmembers	Staff	
	Carlson	P	Dulgar
P	Moravec	<u>P</u>	Gohman
P	Irving	ρ	McGinty
	Grimes	<u></u>	Johnson
<u></u>	Herbes	_P_	Hart
P	Langsdorf 6.55 P.M.	P	George .
P	Joselyn	n	Foster
		P	Bjorn
×			Barber
		P	Jones

The Mayor led the Council and the audience in the Pledge of Allegiance to the Flag.

Finance, Legal, Fire, Health, Elections, Mayor and Council, assessing, Building, Recycling, Economic Development Authority, administration, Civil Service/Personnel, and Non-Departmental.

Following budget discussion the City Manager provided the Council with a memo regarding the Police Department as requested by the Mayor at the October 16, 1990 City Council meeting; along with an article from Quality Progress (October 1990) entitled "Police Department Learns 10 Hard Quality Lessons". Discussion followed.

Moved by Councilmember $\underline{\hspace{0.1cm}}^{\hspace{0.1cm}}$ and seconded by Councilmember $\underline{\hspace{0.1cm}}^{\hspace{0.1cm}}$ to adjourn the meeting.

Motion Carried.

Meeting adjourned at 9:40p.M.

CITY OF CRYSTAL MEMORANDUM

DATE: October 30, 1990

To: Mayor and City Council Members

FROM: Jerry Dulgar, James Mossey and Peter Flint

SUBJECT: POLICE MANAGEMENT TRAINING AND TEAM BUILDING

In May of 1990, Chief Mossey contacted the consulting firm of Martin-McAllister and requested assistance in assessing and proposing solutions for what the Chief viewed as ongoing issues in the areas of productivity and morale. Martin-McAllister works extensively with city and county law enforcement agencies in Minnesota, and Dr. Flint had, in fact, worked with the Crystal P.D. in the fall of 1989 regarding some teamwork and communication issues surrounding a very stressful incident.

Chief Mossey's main request of the firm was that they assist him in gaining a more in-depth and objective view of the issues in the department. Dr. Flint suggested a series of interviews with all department members, as outlined in the material you have received. This was not psychological testing or psychoanalysis in any sense. Rather, the format was informal, with Dr. Flint simply asking each individual to talk about what they perceived to be the issues, problems, and potential solutions for the department. goal of this interview process was not to exhaustively assess the organization and its members. A complete organizational diagnosis can be much more time consuming, and, for this department, probably financial unfeasible. Rather, the goal was to provide some clear, hardhitting information regarding the overall state of the department, and specifically, what would be necessary changes to address the problems.

The results were summarized in a brief report, shared with the Chief, myself, and the Lts. and Sgts. The issues included morale, physical environment, department structure and chain of command, communication and teamwork, and leadership style. The psychologist's agreement with all individuals interviewed was that specific names associated with problems would not be reported to either the Chief or the management team.

The solution proposed by Dr. Flint has been referred to several times as "team building". More appropriately, what has been suggested and embarked upon is a very straightforward, "back-to-the-basics" approach. Step one is to clearly define the chain of command, and the specific responsibilities of all management and supervisory personnel, starting at the top with the Chief and the Lts. As the Lts.' responsibilities were addressed, the decisions were not dictated by the Chief or Dr. Flint. Rather, the individuals affected were given the opportunity, to the degree possible, to define their own scope of responsibilities. As this process continued down through the levels of Sgts. and Corps., the concept was stressed that individuals would indeed be held accountable for their responsibilities.

This brings me to an important point. In the structure of the future Crystal P.D. all individuals will be accountable for their performance and their behavior. To ensure this accountability, the Chief and Dr. Flint agreed that I would be asked to become a member of the management team for the foreseeable future. I have accepted the invitation, and have attended all meetings following the initial one, in which the results of the interview process were discussed. Thus, the accountability for successfully completing this process now also includes me.

For the present, Dr. Flint continues to meet with the team, to coach us on issues of communication, management practices, and of morale and motivation. From time to time, Dr. Flint also individually coaches team members. To date, we have completed much of the definition of responsibilities and lines of authority, and have made some significant progress on the issues of teamwork and communication.

However, as Dr. Flint clearly predicted following the interviews, there are some individuals who, for a variety of reasons, do not wish to see things improve under the current administration. These individuals may be under the impression that, if they can gain the support of the council or myself, they can force a change of administration. Based on my participation so far, I do not view these individuals as representing the majority of officers. Rather, most individuals in the department are competent, motivated professionals who take significant pride in their service to the community. This opinion is clearly supported by the figures I quoted at the last Council meeting, showing the department to be a leader in crime prevention and investigation successes.

As you can tell, I am confident that we are proceeding in a productive direction, and doing so in an effective and cost-conscious manner. Because I am an active participant in the management team meetings, I can assure you that I will be

quick to push for adjustment and change in the process, if progress slows or individuals backslide in the changes they are making. Such organizational difficulties in communication and teamwork do not develop overnight, nor are they solved overnight. However, it appears that a good number of individuals have already adapted a more positive approach to their work, and going into the new year, I think that we will be moving into a mode of practicing good management techniques consistently, and moving ahead to implementing our vision of a community policing approach.

There are some roles which the Council should play regarding the Police Department. First, I doubt I need to remind you of your role in ensuring my accountability for the successful management of this issue. However, there are two other roles that you can play. First, you also can direct individuals to work through their chain of command when problems arise. If individuals within the department are concerned enough about an issue to talk with one or more of you, have you also determined what steps they have taken to raise those issues through their chain of command? Dr. Flint has voiced his strong opinion that a necessary and immediate need, if we are to cultivate a consistent culture of pride and professionalism, is to provide a clean, wellmaintained, and up-to-date work environment for the department. The Chief and I will make this a high priority in the near future.

In summary, I am confident that we are proceeding in a productive fashion as we pursue this reorganization. I will keep you informed of our progress.

Police Department Learns 10 Hard Quality Lessons

The chief of police of Madison, WI, shares what he learned about improving quality in government.

by David C. Couper

HE CITY GOVERNMENT IN MADISON, WI—especially the police department—has been implementing quality improvement methods similar to those used by many companies in the private sector, particularly in the manufacturing arena. Attempting to adopt this new way of thinking in the public sector, where the ever-changing world of politics often collides with the rigidity of bureaucracies, has been more difficult than I ever would have imagined. Nevertheless, I believe more than ever that these methods apply to the public sector.

Since 1986, the Madison Police Department has made steadfast efforts to transform itself into a quality organization. Foremost in its efforts has been the top-down training of everyone within the organization—including myself, police officers, and civilians—in quality improvement methods. Initially, the courses for top managers were seven days long and the courses for nonsupervisory employees were to two to three days long.

In addition to training, the department has focused on changing the leadership style within the organization from that of a hierarchical, paramilitary bureaucracy to that of a collaborative, improvement-seeking team. How leaders are expected to behave is captured in the department's Principles of Quality Leadership:

- 1. Believe in, foster, and support teamwork.
- Be committed to the problem-solving process; use it and let data, not emotions, drive decisions.
- Seek employees' input before making key decisions
- 4. Believe that the best way to improve the quality of work or service is to ask and listen to employees who are doing the work.
- 5. Strive to develop mutual respect and trust among employees.
- 6. Have a customer orientation toward employees and citizens.
- 7. Manage on the behavior of 95% of employees and not on the 5% who cause problems. Deal with the 5% promptly and fairly.
- 8. Improve systems and examine processes before blaming people.
 - 9. Avoid top-down, power-oriented decision

making whenever possible.

- Encourage creativity through risk taking and be tolerant of honest mistakes.
- Be a facilitator and coach. Develop an open atmosphere that encourages providing and accepting feedback.
- With employees, develop agreed-upon goals and a plan to achieve them.

In the midst of changing the way the department was leading the troops, two important project teams were organized. Both teams took about 18 months to complete their projects.

One project team was formed to develop an Experimental Police District (EPD). The district, established in January 1987, consists of about one-sixth of the city. In the EPD, new and creative ways to improve employee and customer (citizen) satisfaction are implemented. Data are now available that show the EPD has been effective in improving not only the employees' workplace, but also citizen satisfaction.

A second project team was organized to improve the promotional system. The promotional process was the number-one system that employees wanted improved, as determined by a series of department meetings. In the meetings, the Nominal Group Process was used to reveal what needed to be done. In October 1989, a new promotional system was implemented.

The department is also finishing its third year of maintaining an ongoing customer survey that asks the people it does business with (including persons arrested) what they think of the department's services. Surveys are sent to persons mentioned in every 35th case number (nearly 3,000 each year). The department has been tracking its progress with a three-year run chart. It indicates an upward trend in customer satisfaction (Figure 1). In addition, control charts are used to monitor the variation in work systems.

The time line in Figure 2 shows some of the other improvement efforts the department has made since 1981, when the first elected employee council was organized. This council, which still exists, was the first step the department took toward transforming its work and service delivery systems.

Police Department Learns 10 Hard Quality Lessons cont.

The lessons learned

During these past four years, I have learned some valuable lessons in improving quality in a municipal agency. I hope they can help others traveling the same road in government.

Lesson 1. Politics is like war. Winners don't accept losers' programs—even if they are good.

Most newly elected politicians attempt to negate the programs—even the successes—of their predecessors. They want to implement their newly proposed programs, because they feel that their programs must be different from those of the past administration. Every new administration (especially if the winner is from a different political party) starts anew, rather than building on past knowledge and experience. Imagine if every new explorer ignored the maps and journeys of predecessors, drawing his or her own personal map of previously charted areas. In this kind of system, there is very little progress.

Lesson 2. Quality improvement and politics don't mix very

I don't believe that quality improvement and politics cannot mix, only that they don't mix very well. Politics in America is very shortsighted; most politicians will invest only a year or two year at the most before they expect a payoff. Simply speaking, a quality improvement effort won't pay off in such a short time.

But politicians must start implementing quality improvement programs to ensure a successful future for this country. In some ways, quality improvement programs are like affirmative action or employee assistance programs. They are necessary, but it is hard to see how dollars can be saved by implementing them. Quality improvement cannot be viewed as one particular politician's program. If it is, it will last only for the tenure of that politician.

Lesson 3. If left alone, government will maintain traditional work systems at the expense of new and better ways of thinking and working.

The pressure to maintain the status quo at the expense of constant improvement is the single most stifling force in government. Government has maintained a 19th-century authoritarian work system despite the growing realization in the private sector that there are new, more effective ways of doing business. Authority, technology, and specialization are more important in bureaucracy than people, creativity, and improvement are.

Today, there are forward-thinking leaders who realize that their job is to empower and encourage workers. Many of the real problems of quality and productivity can be overcome by vision, leadership, a well-defined mission, teamwork, innovation, and constant systems improvement. These things are the responsibility of leaders, not workers; they are what bureaucracies don't do very well.

Lesson 4. There are at least two kinds of power used by bosses: power by fear and power by enabling others.

There are numerous ways bosses use power, and most of these empower bosses, not employees. Using fear to get things done is the most common management technique in government today. It is easy to use fear tactics because the culture supports it—bosses order, workers do. It appears to be a well-ordered, stratified scheme of things, much like the way parents control children.

However, employees don't talk much to bosses who use fear as power. As a result, bosses receive little information from the rank and file—information they need to make good decisions. When bosses empower employees, there is trust and respect between workers and leaders. Creativity is also fostered. Surprisingly, leaders who empower others appear to gain more power through this sharing.

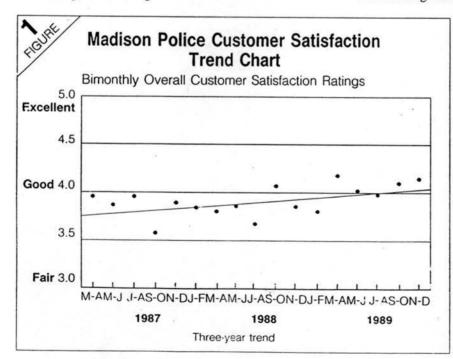
Lesson 5. There are at least two reasons why bosses accept quality improvement: fear of failure and introspection.

There might be many more reasons why bosses accept quality improvement methods, but these two appear to be recurring themes. When bosses are afraid they might

lose their jobs or the company will begin to falter, they will try anything even quality improvement. U.S. automakers began listening to quality improvement ideas only when their Japanese competitors started to create a threat.

Introspection is the second primary reason bosses start quality programs. They implement quality improvement methods because it seems to be the right thing to do. These are people who get excited about new ideas and continually seek better ways to run their organizations. They tend to be bosses who have always been out front, taken risks, and led their organizations.

Government has not experienced the kind of crises that the private sector has had to endure. Therefore, to introduce the public sector to this new philosophy, government needs leaders who are introspective, forward-thinking, and risktaking.



Lesson 6. Employees do what they think their bosses want—more than bosses think they do.

This society is much more authoritarian than most of us would like to admit. We follow our leaders. This can be good and had

Employees watch their bosses much more closely than anyone imagines. Employees key in on both their negative and positive actions. Thus, there will be no independent action and creativity under the command of a boss who favors only the status quo. If a boss uses fear to suppress creativity, it might be years before an idea surfaces again in the organization. On the other hand, bosses who encourage their employees to think and be creative are surprised at the results.

Lesson 7. Unions and front-line workers cannot be expected to carry the torch for quality improvement.

Although implementing quality improvement methods is in the best interest of all employees, the fear that permeates governmental organizations and employees' lack of power make it a mean trick to say that the quality revolution will start within the ranks of front-line workers and their unions. Managers have hundreds of ways to block unions' efforts to improve the quality of work. Unless managers are willing to listen to employees and share power with them, employees will not be a partner in work improvement.

Most current work systems incorporate barriers that prevent managers and employees from having pride in their work. Despite the obvious benefits to workers from quality improvement, traditional thinking ("We've always done it this way") often overrides improvement thinking ("What's the best way of doing this?"). It is a mistake to think that an organization can transform itself without employees and leaders working together. Only by working together can quality improvement methods become a way of doing business in government.

Lesson 8. The greatest detriment to quality improvement is "cowboy" management.

American managers have been trained to shoot from the hip and to take immediate action—with six-guns blazing, so to speak—even if the action might later prove to be wrong. The analogy goes further. Cowboys work alone. They are strong, silent, macho, and always know what needs to be done. They are lords of their environment, whether it be the prairie or the boardroom. Cowboy managers survive against all odds—one riot, one ranger. Whatever the problem, it can be fixed with force: force of will or force of fear.

For years, U.S. business and public administration schools have taught this management model. It has also been reinforced in the workplace. But cowboy management disregards the importance of the group, input from front-line workers who do the work, mutual respect and trust between managers and workers, teamwork (which has been proven to produce the best results), open communication, and acceptance of women and minorities in the workplace. Cowboy management should be as out of date in the workplace today as a cowboy is in Manhattan.

Lesson 9. The second greatest detriment to quality improvement is the Western ego.

By ego, I mean emphasizing "I" over "we," hanging onto America's greatest and most damaging myth: the individual is better than the team. This nation was built on teamwork.

Madison Police Department Improvement Time Line (1981-1988)

1981

Officer's Advisory Council created

1984

Committee on the future of the department created

1985

Committee on the future of the department issued its report

1986

Neighborhood service officers placed in six districts
Mission statement developed by management team
Experimental Police District (EPD) planning team created
EPD begins to survey internal and external customers
City begins Quality and Productivity (QP) program
Principles of Quality Leadership developed
Employee information sessions held on quality leadership (everyone attends)

1987

Top management, lieutenants, and sergeants trained in the Principles of Quality Leadership (five six-day sessions)

Customer survey form developed, pretested, and sent out to citizens

First quality coordinator appointed

Quality Leadership Council (QLC) formed

QLC begins working on the department's number-one problem as identified by the employees: the promotional system

Officer's Advisory Council given decision-making authority on some issues (vehicle purchase, weapons)

1988

The Experimental Police District is established in South Madison

All employees attend a three-day training program on quality, productivity, and quality leadership

Reorganization: top staff and bureaus of the department are organized into teams

"Checks" are held with lieutenants and sergeants during one-day quality leadership retraining sessions

Next Steps

Obtaining ongoing team feedback

Obtaining ongoing leadership feedback

Decentralizing all field operations in 1990

Facilitating teamwork departmentwide

Developing a quality leadership academy

Police Department Learns 10 Hard Quality Lessons cont.

not on individual, independent effort. There are empirical data on the power of group decision making to prove that the whole is greater than the sum of its parts.

The ego is particularly damaging to organizations in the political world. Employees are simply not given credit for their contributions and efforts-they are constantly "robbed" by their leaders. People need to learn how to work in teams and take pride in belonging to an effective team. Few sports teams with the league-leading scorer go on to win the championship. Teams with the best cooperation, harmony, and teamwork take home the prize.

Lesson 10. It's a lot easier talking about quality improvement than doing it, and doing it is harder than imagined.

Talk is cheap. Doing new things and trying new methods involves personal risk. This is a lesson I should have been wise to as a teacher. It was much easier for me to explain to my students what they should do than it was for them to

Few leaders are willing to take on the challenge of driving fear from the workplace and facilitating leadership, trust, respect, and joy in work-even if it seems to be the right thing to do. Once they decide to take the risk, they find that the true task has only just begun. They must realize that seeing the results of their efforts will probably take much longer than expected: five to eight years.

A lot to learn

Leaders interested in transforming an organization have a lot to learn; I've listed only a few of the lessons I've been taught. Leaders need to think of all work as systems. They have to understand the types of statistical variation and know when to take action. They need to learn how to plot data to better understand what the work systems are doing so that they can make better decisions. Leaders need to empower the people who know the systems best-the employeesand work with them to solve problems and make improvements. Leaders need to be passionate and committed, willing to train everyone in the organization about quality improvement. They need to be untiring and persistent champions for quality and their employees.

Everyone in the organization must see that things done in the name of quality improvement really improve their work life—particularly those workers on the front line. From these successes, it is but a small step to applying these methods to satisfy the external customer-taxpayers.

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