

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

24150 Smithtown Road Shorewood, Minnesota 55331

Michael Meehan Chief of Police

Office: 952.474.3261 Fax: 952.474.4477

SOUTH LAKE MINNETONKA POLICE DEPARTMENT **COORDINATING COMMITTEE**

Quarterly Meeting

A quarterly Coordinating Committee meeting will be held at 5:30 p.m. on Wednesday, July 14, 2021. This meeting will be held in the lower-level meeting room at the South Lake Minnetonka Public Safety Facility – 24150 Smithtown Road in Shorewood.

Any questions should be directed to Chief Mike Meehan at 952.960.1601.



24150 SMITHTOWN ROAD SHOREWOOD, MN 55331-8598

Office (952) 474.3261 Fax (952) 474.4477

Coordinating Committee Meeting Quarterly Meeting Agenda 5:30 p.m. Wednesday, July 14, 2021

REGULAR MEETING - OPEN SESSION - 5:30 P.M.

- 1. CALL TO ORDER ROLL CALL APPROVAL OF AGENDA
- 2. CONSENT AGENDA
 - A. Summary Minutes: April 14, 2021 Quarterly Meeting
 - B. Verifieds: April June 2021
- 3. MATTERS FROM THE FLOOR
- 4. CHIEF'S UPDATES
- 5. PAY EQUITY
- 6. NEW FUNDING FORMULA
- 7. 2022 OPERATING BUDGET
- 8. JPA DISCUSSION
- 9. ADJOURNMENT

REMAINING MEETING DATES FOR 2021: October 13, 2021

24150 Smithtown Road Shorewood, Minnesota 5:30 P.M.

SUMMARY MINUTES

1. CALL TO ORDER – ROLL CALL – APPROVAL OF AGENDA

Mayor Kind called the regular meeting to order at 5:33 P.M.

Additions to agenda by Mayor Kind

- 8.1 Critical Communications Training
- 8.2 Targeted Residential Picketing

Present: Committee Members Carlson, Jennings, Kind, and Labadie; Chief of Police Mike Meehan, Administrator Laura Holtan; Excelsior City Manager Luger; Shorewood City Administrator Lerud; and Tonka Bay City Administrator Laur; C.P.A. Stuart Bonniwell; Lisa Sorenson

Mayor Kind motioned to approve the agenda. Mayor Labadie seconded. Motion passed 4/0.

- 2. CONSENT AGENDA
 - A. Summary Minutes
 - (1) January 13, 2021 Quarterly Meeting
 - B. Verifieds
 - (1) January March 2021 Verifieds
 - C. Excelsior Park & Dock Contract

Mayor Kind motioned to approve the consent agenda. Mayor Labadie seconded. Motion passed 4/0.

- 3. MATTERS FROM THE FLOOR
- 4. 2020 AUDIT STUART BONNIWELL, C.P.A.

Review of the South Lake Minnetonka Police Department's 2020 financial audit.

Mayor Labadie motioned to approve the 2020 audit report by Stuart Bonniwell, C.P.A. Mayor Carlson seconded. Motion passed 4/0.

24150 Smithtown Road Shorewood, Minnesota 5:30 P.M.

5. CLOSED SESSION – CHIEF'S PERFORMANCE REVIEW

Pursuant to MN State Statute 13D.03, The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to evaluate the performance of an individual who is the subject of its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

Mayor Carlson motioned to move to closed session at 5:53 p.m. Mayor Labadie seconded. Motion passed 4/0.

Mayor Carlson motioned to move out of closed session at 6:51 p.m. Mayor Jennings seconded. Motion passed 4/0.

ACTION RELATED TO CLOSED SESSION

Mayor Carlson motioned to a 15% compression rate of salary rate for Chief Meehan. Mayor Labadie seconded. Motion passed 4/0.

7. EMBEDDED SOCIAL WORKER PROGRAM

- A. Benefits Hennepin County Human Services partnership & most of the lakes area community police departments
- B. All departments taking back to public officials for approval of the embedded social worker program; if approved a 2-year contract would need to be signed with Hennepin County Human Services
 - a. Recommendation to address mental health calls
- C. Cost \$8.600 for each law enforcement agency per year
 - a. Amount would be divided amongst the four cities by funding formula
 - b. Cost could be recalculated after testing phase of 2 years

Mayor Carlson motioned to authorize South Lake Minnetonka Police Department to participate in the embedded social worker program. Mayor Labadie seconded. Motion passed 4/0.

8. REVIEW JOINT POWERS AGREEMENT

- A. Redline version included in packet
- B. Operating Committee reviewed to clean up
 - a. Creating a starting point, not full of redlines
- C. Review of the redlines from the draft to be discussed at the July quarterly meeting

South Lake Minnetonka Police Department SLMPD Coordinating Committee Quarterly Meeting Wednesday, April 14, 2021 Page 3 of 3

24150 Smithtown Road Shorewood, Minnesota 5:30 P.M.

8.1 CRITICAL COMMUNICATIONS TRAINING

- A. Greenwood is currently the only mayor that has been through the training
- B. Training for public officials' roles in an emergency situation
- C. Mayor Labadie inquired about adding Fire board members
 - a. EFD Chief Mackey supportive of being involved
- D. Mayor Carlson had interest including vice-mayor
- E. Administrator Greg Lerud to contact LEER communication & then reach back out to Chief Meehan to relay to mayors

8.2 TARGET RESIDENTIAL PICKETING

- A. Shorewood tabled at council meeting
 - a. Language in the ordinance & having a more restrictive language
 - b. Language presented to cites has already been found valid
 - c. To be put back on the agenda at next meeting (week and a half)
 - d. Mixed feelings between residents
- B. Thought is to have uniformity between four cities to assist public safety
- C. Excelsior passed it under an emergency ordinance Excelsior has 2nd run at it at their next meeting
- D. Passed in Tonka Bay

Final Note: Chief Meehan asked to serve as directing WC MFF in Brooklyn Center. No concerns from mayors.

9. ADJOURNMENT

Mayor Labadie motioned to adjourn at 7:18 p.m. Mayor Carlson seconded. Motion passed 4/0.

Respectfully submitted,

Laura Holtan Administrator

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

April 2021

Туре	Date	Num	Name	Memo	Amount
Check	04/01/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,535.00
Check	04/01/2021	eftps	IRS	Taxes	-8,231.54
Check	04/01/2021	eftps	PERA	Pension Contributions	-17,818.36
Check	04/01/2021	20688	Kenneth N. Potts	Services Rendered	-300.00
Check	04/01/2021	20689	Sun Life Financial	Monthly Premium	-252.00
Check	04/01/2021	20690	B & N Automotive	Squad Repairs	-330.00
Check	04/01/2021	20691	Justin Ballsrud	Certification Reimbursement	-20.00
Check	04/01/2021	20692	Center Point Energy	Monthly Service	-1,458.06
Check	04/01/2021	20693	Mike O'Keefe	Certification Reimbursement	-20.00
Check	04/01/2021	20694	Peterson Counseling & Consulting	Services Rendered	-410.00
Check	04/01/2021	20695	Grafix Shoppe	Squad #113	-370.00
Check	04/01/2021	20696	Youngstedts Collision Center	Squad Repair	-18,137.95
Check	04/01/2021	20697	NCPERS Group Life Insurance	Monthly Premium	-112.00
Check	04/01/2021	20698	Verizon	Monthly Services	-1,381.79
Check	04/01/2021	20699	Emergency Medical Products, Inc.	Medical supplies	-600.84
Check	04/01/2021	20700	Barnum Gate Services, Inc.	Gate Repair	-2,277.54
Check	04/01/2021	eftps	Xcel Energy	Monthly Service	-3,096.69
Check	04/01/2021	eftps	Republic Services	Monthly Service	-284.66
Check	04/01/2021	20701	Alliance Mechanical Services	Quarterly Service Fees	-1,020.00
Check	04/01/2021	20702	WatchGuard	Charging Base Station	-5,714.59
Check	04/01/2021	eftps	HealthPartners	Monthly Premium	-20,026.00
Check	04/01/2021	DebitCard	Amazon.Com	Phone Case	-11.80
Check	04/01/2021	DebitCard	National Registry EMS	EMT Certification	-20.00
Check	04/01/2021	DebitCard	Zoom Video Communications	Zoom Video Communications	-322.36
Check	04/05/2021	DebitCard	Amazon.Com	Supplies	-1.19
Check	04/06/2021	DebitCard	POST Board	Police Officer Licenses	-360.00
Check	04/06/2021	DebitCard	Bravo Concealment	2021 Uniform Allowance	-43.49
Check	04/06/2021	20703	Youngstedts Collision Center	Squad Repair	-1,595.86
Check	04/06/2021	20704	BelayHost	E-mail Server Filterering	-208.35
Check	04/06/2021	20705	B & N Automotive	Squad Repairs	-1,068.50
Check	04/06/2021	20706	EATI	Squad Repairs	-262.84
Check	04/06/2021	20707	GSSC	Brivo Web Access	-526.20
Check	04/06/2021	20708	MN Dept of Labor	Boiler Fees	-40.00
Check	04/06/2021	20709	Bureau of Criminal Apprehension	CJDN Access Fee	-390.00
Check	04/06/2021	20710	LELS	Monthly Union Dues	-825.50
Check	04/06/2021	20711	City of Shorewood	Water/Sewer	-760.27
Check	04/06/2021	20712	Hennepin County Treasurer	HC Care of Persons	-150.00
Check	04/06/2021	20713	WEX BANK	Fuel	-2,615.47
Check	04/06/2021	DebitCard	Postmaster	Postage	-11.25
Check	04/07/2021	DebitCard	Amazon.Com	Supplies	-18.61
Check	04/07/2021	DebitCard	Amazon.Com	Supplies	-16.49

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SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

April 2021

Check	04/09/2021	DebitCard	Intuit	Monthly Fee	-47.53
Check	04/12/2021	DebitCard	Amazon.Com	Prime	-13.97
Check	04/13/2021	20714	VOYA	Deferred Comp	-2,895.00
Check	04/13/2021	20715	David Born	Background Services	-1,665.00
Check	04/13/2021	20716	Enterprise FM Trust	Fleet Maintenance	-3,465.10
Check	04/13/2021	20717	FP Mailing Solutions	Postmaster	-125.32
Check	04/13/2021	20718	Tharaldson Plumbing & Heating	Plumbing Services	-830.00
Check	04/13/2021	20719	Consolidated Communications	Monthly Service	-1,533.82
Check	04/13/2021	20720	Classic Cleaning Company	Cleaning Services	-695.00
Check	04/13/2021	20721	Everett Law, L.L.C.	Training	-1,014.00
Check	04/13/2021	20722	Hennepin County Treasurer	Radio Lease Fees	-2,546.31
Check	04/13/2021	20723	Berkley Risk Administrators Co	Deductible	-1,596.50
Check	04/13/2021	20724	Office Depot	Supplies	-156.79
Check	04/13/2021	20725	Ziegler, Inc.	Preventive Maintenance	-5,530.80
Check	04/13/2021	20726	Laughlin's Pest Control Company	Quarterly Pest Control	-145.00
Check	04/13/2021	20727	JSW Embroidery	Admin	-10.00
Check	04/13/2021	20728	Summit Fire Protection	Extinguish Services	-339.50
Check	04/13/2021	DebitCard	Minnesota Sheriffs' Association	HIPAA Compliance	-40.00
Liability Check	04/14/2021		QuickBooks Payroll Service	Payroll Service on 04/13/2021	-44,358.85
Check	04/14/2021	eftps	Optum	HSA Contributions	-4,047.65
Check	04/14/2021	20729	Samaritan Tire Company	Tires	-893.94
Check	04/14/2021	20730	Martin-McAllister	Evaluation Services	-550.00
Check	04/14/2021	20731	B & N Automotive	Squad Repairs	-187.00
Check	04/14/2021	20732	Symbol Arts	Product	-108.57
Check	04/15/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,915.00
Check	04/15/2021	eftps	IRS	Taxes	-9,546.70
Check	04/15/2021	eftps	PERA	Pension Contributions	-19,429.57
Check	04/16/2021	DebitCard	Postmaster	Postage	-14.00
Check	04/19/2021	DebitCard	Vistaprint	Officer Cards - Poling	-43.54
Check	04/19/2021	DebitCard	Pospaper	Printer Paper for Squads	-92.85
Check	04/20/2021	20733	Youngstedts Bay Car Wash	Car Washes	-234.36
Check	04/20/2021	20734	Ricoh USA, Inc.	Lease Fees	-318.58
Check	04/20/2021	20735	Hennepin Healthcare	TEMPO Training	-850.00
Check	04/20/2021	20736	SLMPD Officer's Association	1st Qtr 2021 Contributions	-864.00
Check	04/20/2021	20737	Terry A. Meland	Boiler Fees	-150.00
Check	04/20/2021	20738	Occupational Health Centers of MN	Pre-Employment Services	-540.50
Check	04/20/2021	20739	Streicher's	Uniforms	-1,023.90
Check	04/20/2021	20740	City of Shorewood	Facility Improvement	-78.00
Check	04/20/2021	20741	LMCC	CC Mtg Video Recording	-100.00
Check	04/20/2021	20742	EATI	Squad Setup	-387.00
Check	04/20/2021	20743	Indigo Signs	Investigator Nameplate	-35.00
Check	04/20/2021	20744	Excelsior Fire District	Landscaping	-357.50
Check	04/21/2021	DebitCard	Postmaster	Postage	-7.00
Check	04/21/2021	DebitCard	POST Board	Police Officer Licenses	-93.95

9:04 AM 05/03/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

April 2021

Check	04/26/2021	DebitCard	OpticsPlanet	Supplies	-131.17
Check	04/27/2021	20745	VOYA	Deferred Comp	-2,895.00
Check	04/27/2021	20746	Peterson Counseling & Consulting	Services Rendered	-455.00
Check	04/27/2021	20747	Alliance Mechanical Services	Service Call	-313.00
Check	04/27/2021	20748	MHSRC/Range	Training	-445.00
Check	04/27/2021	DebitCard	Shorewood True Value	Supplies	-17.71
Liability Check	04/28/2021		QuickBooks Payroll Service	Payroll Service on 04/27/2021	-53,274.76
Check	04/28/2021	DebitCard	Street Cop Training	Street Cop Training	-587.47
Check	04/28/2021	DebitCard	BCA Training	Meehan - BCA Training	-25.00
Check	04/28/2021	eftps	Optum	HSA Contributions	-4,047.65
Check	04/29/2021	eftps	MN Department of Revenue	State Withholding Taxes	-3,857.00
Check	04/29/2021	eftps	IRS	Taxes	-12,696.92
Check	04/29/2021	DebitCard	Callyo 2009 Corp	Callyo System	-1,680.00
Check	04/29/2021	20751	LMCC	CC Mtg Video Recording	-100.00
Check	04/29/2021	20752	Aladtec, Inc.	Scheduling Software	-2,995.00
Check	04/29/2021	20753	Street Cop Training	Street Cop Training	-998.00
Check	04/29/2021	20754	Laura Holtan	Meeting Reimbursement	-61.11
Check	04/29/2021	eftps	PERA	Pension Contributions	-19,936.99
Check	04/30/2021	DebitCard	Amazon.Com	Supplies	-68.31
Check	04/30/2021	DebitCard	Amazon.Com	Supplies	-49.49
Check	04/30/2021			Service Charge	-17.55
	Total				-308,174.43

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

May 2021

Туре	Date	Num	Name	Memo	Amount
	05/04/0004	00740		M #1 0 :	4 004 00
Check	05/01/2021	20749	Verizon	Monthly Services	-1,381.99
Check	05/01/2021	20750	NCPERS Group Life Insurance	Monthly Premium	-80.00
Check	05/01/2021	eftps	HealthPartners	Monthly Premium	-21,586.50
Check	05/03/2021	DebitCard	Minnesota Sheriffs' Association	Permit to Purchase Cards	-240.00
Check	05/04/2021	20755	Justin Ballsrud	Presidential Per Diem	-247.00
Check	05/04/2021	20756	Justin Kuipers	Presidential Per Diem	-247.00
Check	05/04/2021	20757	John P. Wareham	Presidential Per Diem	-247.00
Check	05/04/2021	DebitCard	MN CIT Officer's Association	MN CIT Officer Training	-525.00
Check	05/04/2021	20758	G.F. Jedlicki, Inc.	Concrete Project	-80,124.90
Check	05/04/2021	20759	Hawk Analytics	Cellular Technology	-995.00
Check	05/04/2021	20760	Center Point Energy	Monthly Service	-1,262.87
Check	05/04/2021	20761	Mike O'Keefe	2021 Uniform Allowance	-286.01
Check	05/04/2021	20762	BelayHost	E-mail Server Filterering	-208.35
Check	05/04/2021	20763	LELS	Monthly Union Dues	-889.00
Check	05/04/2021	20764	WEX BANK	Fuel	-2,740.78
Check	05/04/2021	20765	Crystal Lake Upholstery, LLC	Upholstery Service	-170.00
Check	05/04/2021	DebitCard	Amazon Web Services	Transcription	-1.68
Check	05/05/2021	20766	HC Chiefs of Police Association	Meeting Expense	-30.00
Check	05/06/2021	20767	Driver and Vehicles Services	Vehicle Registration	-8.00
Check	05/06/2021	DebitCard	COSTCO	Training Supplies	-74.37
Check	05/07/2021	DebitCard	MN CIT Officer's Association	MN CIT Officer Training	-1,850.00
Check	05/07/2021	DebitCard	MN CIT Officer's Association	MN CIT Officer Training	-525.00
Check	05/09/2021	DebitCard	Intuit	Monthly Fee	-49.69
Check	05/10/2021	20768	Viking Trophies	Plaque - Neururer	-272.65
Check	05/10/2021	DebitCard	Amazon.Com	Supplies	-49.90
Check	05/10/2021	DebitCard	Maynard's	Patrol Officer Process	-87.93
Check	05/11/2021	20770	VOYA	Deferred Comp	-2,895.00
Check	05/11/2021	20777	Sun Life Financial	Monthly Premium	-252.50
Check	05/11/2021	20778	Personnel Evaluation Inc	CSO PEP	-160.00
Check	05/11/2021	20779	Consolidated Communications	Monthly Service	-1,533.82
Check	05/11/2021	20780	Hennepin County Treasurer	Radio Lease Fees	-2,546.31
Check	05/11/2021	DebitCard	Pacific Ergonomics	Ergonomics Chairs	-1,530.00
Check	05/11/2021	DebitCard	Vistaprint	Lt Cards - Ballsrud	-29.02
Check	05/11/2021	DebitCard	Amazon.Com	Prime	-13.97
Check	05/11/2021	eftps	Xcel Energy	Monthly Service	-3,620.93
Liability Check	05/12/2021	·	QuickBooks Payroll Service	Payroll Service on 05/11/2021	-41,411.21
Check	05/12/2021	eftps	Optum	HSA Contributions	-4,272.65
Check	05/12/2021	DebitCard	Hilton Hotel	Meehan - IACP Training	-1,031.75
Check	05/12/2021	DebitCard	Lago Tacos	Patrol Interviews 2/2/21	-132.41
Check	05/12/2021	20781	Martin-McAllister	Evaluation Services	-3,200.00
Check	05/12/2021	20782	Hennepin County Treasurer	HC Care of Persons	-103.68
.	30,		g Jeanly Hododion		100.00

8:17 AM 06/01/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

May 2021

Check	05/12/2021	20783	Youngstedts Collision Center	Squad Repair	-87.50
Check	05/12/2021	20784	EATI	Squad Setup	-854.46
Check	05/12/2021	DebitCard	North Coop	Patrol Process Interviews	-169.03
Check	05/12/2021	DebitCard	MN CIT Officer's Association	MN CIT Officer Training	-175.00
Check	05/13/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,659.00
Check	05/13/2021	eftps	IRS	Taxes	-8,432.54
Check	05/13/2021	eftps	PERA	Pension Contributions	-18,105.97
Check	05/13/2021	DebitCard	Adobe Inc.	Adobe Acrobat Pro	-193.42
Check	05/13/2021	DebitCard	Caribou	Training	-32.67
Check	05/14/2021	DebitCard	Postmaster	Postage	-11.25
Check	05/18/2021	DebitCard	Amazon.Com	Supplies	-113.22
Check	05/19/2021	DebitCard	Postmaster	Postage	-4.15
Check	05/20/2021	DebitCard	Amazon.Com	Supplies	-23.72
Check	05/20/2021	20786	Excelsior Fire District	Lighting Project	-8,882.71
Check	05/20/2021	20787	Office Depot	Supplies	-68.28
Check	05/20/2021	20788	City of Shorewood	Facility Improvement	-1,883.00
Check	05/20/2021	20789	Ricoh USA, Inc.	Lease Fees	-331.33
Check	05/20/2021	20790	STORM Training Group	Command & Control Training	-199.00
Check	05/25/2021	20791	VOYA	Deferred Comp	-2,895.00
Check	05/25/2021	20792	Axon Enterprise, Inc.	Tasers/Batteries	-2,077.00
Check	05/25/2021	20793	B & N Automotive	Squad Repairs	-330.00
Check	05/25/2021	20794	Streicher's	Uniforms	-3,117.70
Check	05/25/2021	eftps	Republic Services	Monthly Service	-284.66
Liability Check	05/26/2021		QuickBooks Payroll Service	Payroll Service on 05/25/2021	-40,606.19
Check	05/26/2021	eftps	Optum	HSA Contributions	-4,272.65
Check	05/26/2021	20795	Rick Johnson	Web Development	-1,000.00
Check	05/26/2021	20796	State of Minnesota DVS	Vehicle Registration	-21.75
Check	05/27/2021	eftps	IRS	Taxes	-8,017.74
Check	05/27/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,513.00
Check	05/27/2021	eftps	PERA	Pension Contributions	-17,352.76
Check	05/28/2021	DebitCard	Marriott	Perrier Training - ND	-356.61
Check	05/28/2021	DebitCard	Kohls	Admin Gear	-29.98
Check	05/28/2021	DebitCard	Postmaster	Postage	-100.00
Check	05/31/2021			Service Charge	-12.44
	Total				-302,127.60

5:03 p.m. 07/01/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

June 2021

Type	Date	Num	Name	Memo	Amount
	00/04/0004	D 130	0.7. 10.1%	+ · ·	500.00
Check	06/01/2021	DebitCard	On-Target Solutions Group, Inc.	Training	-500.00
Check	06/01/2021	20797	BelayHost	E-mail Server Filterering	-208.35
Check	06/01/2021	20798	Minnesota Elevator, Inc.	Quarterly Service	-191.74
Check	06/01/2021	20799	Center Point Energy	Monthly Service	-962.71
Check	06/01/2021	20800	Peterson Counseling and Consulting	Services Rendered	-125.00
Check	06/01/2021	20801	NCPERS Group Life Insurance	Monthly Premium	-64.00
Check	06/01/2021	20802	Verizon	Monthly Services	-1,382.09
Check	06/01/2021	eftps	HealthPartners	Monthly Premium	-23,315.17
Check	06/01/2021	DebitCard	Amazon.Com	Investigations Hard Drive	-47.99
Check	06/01/2021	DebitCard	Postmaster	Postage	-7.20
Check	06/02/2021	eftps	Xcel Energy	Monthly Service	-3,858.61
Check	06/02/2021	eftps	Republic Services	Monthly Service	-284.66
Check	06/02/2021	DebitCard	Dollar Tree Stores	Swearing In Ceremony	-8.60
Check	06/02/2021	DebitCard	Cub Foods	Swearing In Ceremony	-59.76
Check	06/02/2021	DebitCard	idrive.com	Online Server Backup	-99.50
Check	06/03/2021	20803	JSW Embroidery	Detective Clothing	-66.00
Check	06/03/2021	DebitCard	Vistaprint	Records Cards	-43.54
Check	06/03/2021	DebitCard	Detectachem	Drug Tests	-86.80
Check	06/04/2021	DebitCard	MSC Industrial Supply	Fingerprinting Supplies	-87.22
Check	06/07/2021	DebitCard	Amazon.Com	Investigations Supplies	-14.90
Check	06/07/2021	DebitCard	Amazon.Com	Investigations Supplies	-192.67
Check	06/07/2021	DebitCard	Amazon.Com	Investigations Supplies	-97.78
Check	06/08/2021	20804	VOYA	Deferred Comp	-3,020.00
Check	06/08/2021	eftps	PERA	Pension Contributions	-17,753.53
Check	06/08/2021	20805	G.F. Jedlicki, Inc.	Concrete Project	-132,046.30
Check	06/08/2021	20806	Williams Towing	Towing & Storate Fees	-155.00
Check	06/08/2021	20807	NovaCare Rehabilitation	Employment Testing	-120.00
Check	06/08/2021	20808	EATI	Squad Setup	-3,254.28
Check	06/08/2021	20809	LELS	Monthly Union Dues	-825.50
Check	06/08/2021	20810	WEX BANK	Fuel	-2,555.94
Check	06/08/2021	20811	Sun Life Financial	Monthly Premium	-160.65
Check	06/08/2021	20812	M. G. Incentives, Inc.	Flashdrives	-939.00
Check	06/08/2021	20813	Hennepin County Treasurer	HC Care of Persons	-479.82
Liability Check	06/09/2021		QuickBooks Payroll Service	Payroll Service on 06/08/2021	-61,173.23
Check	06/09/2021	eftps	Optum	HSA Contributions	-3,972.65
Check	06/09/2021	DebitCard	Intuit	Monthly Fee	-45.37
Check	06/09/2021	DebitCard	Amazon.Com	PSO Printer	-496.97
Check	06/09/2021	DebitCard	Amazon.Com	Computer Supplies	-45.98
Check	06/10/2021	eftps	MN Department of Revenue	State Withholding Taxes	-5,461.00
Check	06/10/2021	eftps	IRS	Taxes	-17,814.66
Check	06/11/2021	DebitCard	Amazon.Com	Prime	-13.97
OHOUR	00/11/2021	Debitoald	A TIGEOTI. COTT	TAILC	-13.81

5:03 p.m. 07/01/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT Verifieds

June 2021

Check	06/15/2021	20814	Personnel Evaluation Inc	Officer PEP	-340.00
Check	06/15/2021	20815	Emergency Medical Products, Inc.	Medical supplies	-179.70
Check	06/15/2021	20816	Language Line Services	Translator Service	-37.97
Check	06/15/2021	20817	Consolidated Communications	Monthly Service	-1,533.82
Check	06/15/2021	20818	City of St. Paul	Training	-900.00
Check	06/15/2021	20819	Youngstedts Bay Car Wash	Car Washes	-173.88
Check	06/15/2021	20820	Hennepin County Treasurer	Radio Lease Fees	-2,546.31
Check	06/15/2021	20821	Hennepin County Treasurer	HC Care of Persons	-75.00
Check	06/15/2021	20822	Richard MacElroy	Uniform Reimbursement	-240.96
Check	06/17/2021	DebitCard	Amazon.Com	Batteries	-56.85
Check	06/17/2021	DebitCard	Amazon.Com	Phone Cases	-119.90
Check	06/20/2021	eftps	Enterprise FM Trust	Fleet Maintenance	-1,706.57
Check	06/21/2021	DebitCard	Amazon.Com	Adobe Acrobat	-289.00
Check	06/21/2021	20823	Ricoh USA, Inc.	Lease Fees	-303.01
Check	06/21/2021	20824	MHSRC/Range	Training	-445.00
Check	06/21/2021	20825	Streicher's	Uniforms	-7,197.78
Check	06/22/2021	20826	VOYA	Deferred Comp	-3,020.00
Check	06/22/2021	20827	David Born	Background Services	-1,282.50
Check	06/22/2021	20828	Moore, Adam R	SFST Training Reimbursement	-72.66
Check	06/22/2021	20829	League MN Cities Ins Trust	WC Policy	-79,307.00
Liability Check	06/23/2021		QuickBooks Payroll Service	Payroll Service on 06/22/2021	-39,639.70
Check	06/23/2021	eftps	Optum	HSA Contributions	-3,972.65
Check	06/23/2021	DebitCard	Vistaprint	Perrier Cards	-43.54
Check	06/24/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,514.00
Check	06/24/2021	eftps	IRS	Taxes	-8,330.32
Check	06/24/2021	eftps	PERA	Pension Contributions	-16,605.43
Check	06/24/2021	DebitCard	Postmaster	Postage	-7.00
Check	06/28/2021	DebitCard	Amazon.Com	AED Replacement Battery	-299.98
Check	06/28/2021	DebitCard	Amazon.Com	Batteries	-12.18
Check	06/30/2021	20830	Relentless LLC dba Desert Snow	Criminal Interdiction Workshop	-599.00
Check	06/30/2021	20831	JSW Embroidery	Uniforms	-38.00
Check	06/30/2021	DebitCard	COSTCO	4th of July Supplies	-88.68
Check	06/30/2021			Service Charge	-11.84
	Total				-454,028.37



South Lake Minnetonka Police Department

TO:

SLMPD Coordinating Committee

FROM:

Chief Mike Meehan

DATE:

July 1st, 2021

RE:

Revised Pay Equity Report

Every three years, local government entities are required to submit a pay equity report to the MN Department of Management and Budget. The initial pay equity report submitted in January 2021 by SLMPD was found non-compliant. The non-compliance notice is included.

The non-compliance was due to the female job classes at SLMPD being below the predicted pay level. The pay scale for those two classes needed to be adjusted to bring the department into compliance.

A revised pay equity report is attached, reflecting the adjustments made to those two job classes. Although these classes are still below predicted pay, the adjustments bring the department into compliance using the second statistical analysis known as the T-test. According to the Acting State Pay Equity Coordinator, salary adjustments were the only way to bring the organization into compliance.

According to the Acting State Equity Coordinator, the revised SLMPD pay equity report is in compliance.

Also include is the SLMPD salary schedule for those two classes, with the addition of the rates required to bring us into compliance. These adjustments must be in place by July 7th, 2021, to avoid any penalties, although they can be retroactive following the approval by the Coordinating Committee.

Please let me know if you have any questions or concerns.



May 7, 2021

FIRST NOTICE OF NON-COMPLIANCE

ATTN: Local Government Official South Lake Minnetonka Police Department 24150 Smithtown Road Shorewood, MN 55331

Dear Local Government Official:

Thank you for submitting your pay equity report required by the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota Rules Chapter 3920. Unfortunately, your jurisdiction did not meet certain requirements, resulting in a non-compliance ruling by Minnesota Management & Budget. However, the good news is that you have a grace period to meet the requirements and submit a new report prior to any penalties being assessed.

You have received this "First Notice of Non-Compliance" because your jurisdiction did not pass one the statistical analysis test. The details enclosed are public information and must be supplied to anyone upon request. More information about compliance, reporting requirements and a complete explanation of the statistical analysis test can be found on our <u>Local Government Pay Equity Webpage</u>. You may also call and request copies of these materials.

This first non-compliance ruling entitles you to two options:

- 1. Make any necessary salary adjustments and submit a new report within the grace period;
- 2. Request reconsideration. This option is for jurisdictions that need a longer grace period or believe the non-compliance ruling was made in error. A reconsideration request form is enclosed and must be submitted within 30 days from the date of this letter.

Whether you choose Option 1 or Option 2, your jurisdiction must submit a new report including current salaries and other data. It is very important that you respond on time for whichever option you choose. A "Second Notice of Non-Compliance" will result in penalties being assessed back to January 1, 2021.

We are eager to help you achieve compliance, and urge you to contact us as soon as possible. Prior to officially filing your new report, you may submit the information for an informal "preliminary review." This may prevent a second non-compliance ruling and the penalties that would result. To submit a report for preliminary review, go to https://mn.gov/mmbapps/PayEquity/LogIn.aspx

May 7, 2021 South Lake Minnetonka Police Department Page 2

If we do not receive a report from you by August 7, 2021 a second notice of non-compliance can be issued resulting in penalties being assessed from January 1, 2021, until compliance is achieved.

If you have any questions about this notice or pay equity requirements, please contact me at (651) 259-3805.

Sincerely,

Dominique Murray
Pay Equity Coordinator

Dominique Miray

Attachments

Option 1

Make Adjustments and Submit New Report within Grace Period

May 7,2021 - Date of Non-compliance Notice.

July 7, 2021 - Date by which adjustments must be effective.

August 7, 2021 - Date by which new report must be submitted.

If the department's analysis of the new report shows the jurisdiction to be in compliance, no penalties will be assessed and a "Notice of Compliance" will be issued. However, if the analysis shows the jurisdiction to be out of compliance, penalties will be assessed back to January 1, 2021.

Reason for Non-compliance

The non-compliance ruling is a result of your jurisdiction's failure to pass the statistical analysis test.

Explanation of Statistical Analysis Test

The results of the statistical analysis for your jurisdiction are attached. To pass this test, the minimum requirement is an underpayment ratio of 80%, or if below 80%, a t-test that is not statistically significant. A score below 80% and a statistically significant t-test show that female classes are compensated consistently below male classes of comparable value.

In your case, the underpayment ratio is <u>50%</u>.

When the underpayment ratio is below the minimum 80%, the t-test is used to measure the statistical significance of the underpayment of female classes. It does this by calculating the difference between the average pay for male classes and female classes.

The t-test for your jurisdiction is $\underline{5.730}$ for your jurisdiction, with 18 Degrees of Freedom, a t-test score of $\underline{1.7341}$ or less would be required to pass and show the underpayment of females not statistically significant.

There are two ways to pass the statistical analysis test:

- A. Improve the underpayment ratio to 80% or above. This can be accomplished by increasing salaries for female classes so that more of them are compensated at or above "predicted pay." Predicted pay for each job class is shown on the enclosed "Job List."
- B. Improve the t-test so it no longer shows statistical significance. This can be accomplished by generally increasing salaries for female classes and narrowing the gap in average pay between male and female classes. The best way to determine how to reduce the statistical significance of the t-test is to use the pay equity software and experiment with different scenarios involving salary increases for female classes.

A complete explanation of the statistical analysis test is in the "Guide to Understanding Pay Equity Compliance."



Predicted Pay Report for: South Lake Minnetonka Police Department

Case: 2021-2

					Case:	dse: 2021-2					
Job Nbr	br Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference	
6	Community Service Officer	1	Н	0	2	Balanced	127	3407.0000	4885.6483	-1478.6483	
1	Office & Admin. Specialist	0	Н	0	Н	Female	181	4872.0000	5615.6132	-743.6132	
7	Support Services Manager	1	0	0	⊣	Male	196	4800.0000	5818.3813	-1018.3813	
က	Administrative Supervisor	0	\leftarrow	0	1	Female	233	6315.0000	6318.2045	-3.2045	
4	Police Officer	6	Н	0	10	Male	254	6771.0000	6586.7605	184.2395	
2	Police Detective	1	0	0	Н	Male	342	7121.0000	7445.2778	-324.2778	
9	Police Sergeant	က	0	0	3	Male	353	7626.0000	7529.9041	96.0959	
7	Police Lieutenant	1	0	0	Т	Male	519	8905.0000	8925.1119	-20.1119	
00	Chief of Police	1	0	0	1	Male	877	10429.0000	10527.6270	-98.6270	
1.4 41.	A										

Job Number Count: 9



Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: South Lake Minnetonka Police Department

24150 Smithtown Road

Jurisdiction Type: Other

Shorewood, MN 55331

Contact: Mike Meehan Phone: (952) 960-1601

E-Mail: mmeehan@southlakep

d.com

Contact: Lieutenant Justin Ballsrud Phone: (952) 960-1602

E-Mail: jballsrud@southlakepd.

com

Contact: Laura Holtan Phone: (952) 474-3261

E-Mail: lholtan@southlakepd.c

om

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: State Job Match

Description:

 Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

South Lake Minnetonka PD Public Notice Board

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

South Lake Minnetonka PD Coordinating Committee

(governing body)

Deb Kind

(chief elected official)

Coordinating Committee Chair

(title)

Part C: Total Payroll

\$1666420.00

is the annual payroll for the calendar year just ended December 31.

- [X] Checking this box indicates the following:
 - signature of chief elected official
 - approval by governing body
 - all information is complete and accurate, and
 - all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:6/30/2021



Compliance Report

Jurisdiction: South Lake Minnetonka Police Department

24150 Smithtown Road

Report Year: 2021

Case: 2 - 2021-2 (Private (Jur Only))

Shorewood, MN 55331

Contact: Mike Meehan

Phone: (952) 960-1601

E-Mail: mmeehan@southlakep

d.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	2	1	9
# Employees	17	2	2	21
Avg. Max Monthly Pay per employee	7167.24	5593.50		6659.24

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 66.66667 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	2	0
b. # Below Predicted Pay	4	2
c. TOTAL	6	2
I. % Below Predicted Pay (b divided by c = d)	66.67	100.00

^{*(}Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom	(DF) = 17	Value of T = 1.713

a. Avg. diff. in pay from predicted pay for male jobs = 39

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 3.00

B. Avg. # of years to max salary for female jobs = 3.00

IV. EXCEPTIONAL SERVICE PAY TEST = 100.00 (Result is B divided by A)

A. % of male classes receiving ESP = 100.00 *

B. % of female classes receiving ESP = 100.00

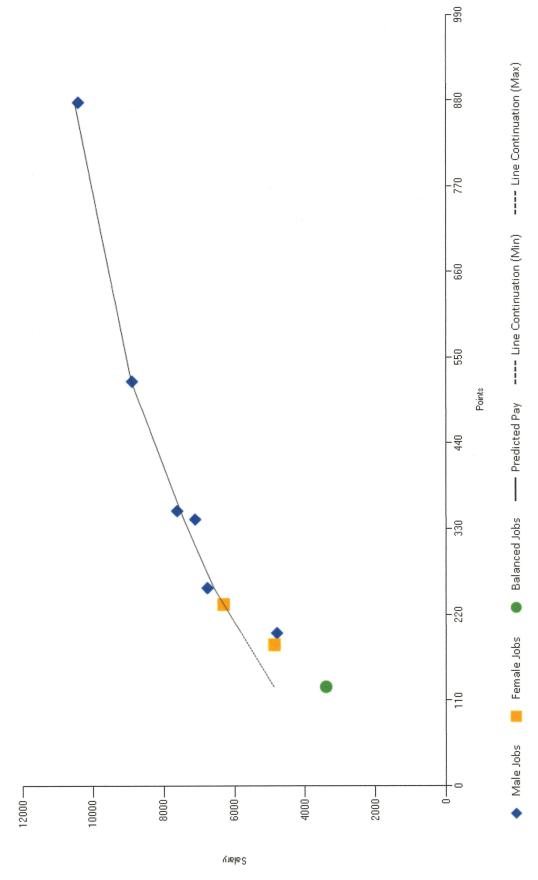
*(If 20% or less, test result will be 0.00)

b. Avg. diff. in pay from predicted pay for female jobs = -373



Predicted Pay Report for: South Lake Minnetonka Police Department

Case: 2021-2



South Lake Minnetonka PD Administrator Salary Range

Months Salary Schedule	0-6 months	7-12 months	13-24 months	25-36 months	37 & over
Base Pay 2021	\$5,252.62	\$5,398.53	\$5,544.44	\$5,690.34	\$5,836.25
Base Pay 2022	\$5,410.20	\$5,560.49	\$5,710.77	\$5,861.05	\$6,011.34
Base Pay 2023	\$5,572.50	\$5,727.30	\$5,882.10	\$6,036.88	\$6,191.68
Pay Equity	\$5,683.95	\$5,841.85	\$5,999.74	\$6,217.99	\$6,315.51

South Lake Minnetonka PD Administrative Assistanat Salary Range

Months Salary Schedule	0-6 months	7-12 months	13-24 months	25-36 months	37 & over
Base Pay 2021	\$4,052.34	\$4,164.91	\$4,277.47	\$4,390.04	\$4,502.60
Base Pay 2022	\$4,173.91	\$4,289.86	\$4,405.79	\$4,521.74	\$4,637.68
Base Pay 2023	\$4,299.13	\$4,418.55	\$4,537.97	\$4,657.39	\$4,776.81
Pay equity	\$4,385.11	\$4,506.92	\$4,628.73	\$4,750.54	\$4,872.34

REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2022-2026

Revised 07.07.21

POPULATION BASELINE

							% of
	2010	2011	2012	2013	2014	Average	Avg. Total
Excelsior	2,188	2,203	2,235	2,284	2,273	2,237	18.9299%
Greenwood	688	688	698	693	689	691	5.8501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
	11.658	11.680	11.870	11.993	11,875	11.815	100.0000%

TAX CAPACITY BASELINE

							% of
	2011	2012	2013	2014	2015	Average	Avg. Total
Excelsior	3,779,156	3,716,579	3,579,833	3,649,970	4,226,789	3,790,465	13.3031%
Greenwood	3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%
Shorewood	16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%
Tonka Bay	6,353,445	5,988,563	5,554,383	5,356,098	5,796,033	5,809,704	20.3898%
	30,288,115	28,785,516	27,333,805	26,767,246	29,291,310	28,493,198	100.0001%

ICR BASELINE

							% of
	2011	2012	2013	2014	2015	Average	Avg. Total
Excelsior	1951	2116	2192	2693	2354	2,261	35.6634%
Greenwood	286	270	332	360	401	330	5.2016%
Shorewood	2680	2610	3284	3373	3175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
	5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

Column A

	1/3 Pop	1/3 Tax Cap		
	2010-2014	2011-2015	2011-2015	5-Year Avg
Excelsior	6.3100%	4.4344%	11.8878%	22.6322%
Greenwood	1.9500%	3.6906%	1.7339%	7.3745%
Shorewood	20.8804%	18.4118%	15.9002%	55.1924%
Tonka Bay	4.1929%	6.7966%	3.8115%	14.8010%
TOTAL	33.3333%	33.3333%	33.3334%	100.0001%

POPULATION 2015-2019

						% of
2015	2016	2017	2018	2019	Average	Avg. Total
2,262	2,225	2,352	2,321	2,566	2,345	19.1470%
702	703	724	706	708	709	5.7852%
7,458	7,496	7,708	7,693	7,934	7,658	62.5208%
1,509	1,558	1,526	1,550	1,541	1,537	12.5469%
11,931	11,982	12,310	12,270	12,749	12,248	99.9999%

TAX CAPACITY 2016-2020

						% of
2016	2017	2018	2019	2020	Average	Avg. Total
4,638,729	4,973,275	5,436,784	5,774,617	6,235,205	5,436,967	15.9172%
3,387,471	3,749,653	3,960,542	4,090,777	4,444,257	3,915,864	11.4640%
16,798,414	17,582,141	18,738,484	19,376,580	20,198,532	18,498,473	54.1558%
5,882,972	6,190,423	6,590,064	6,681,790	6,730,124	6,306,548	18.4630%
29,855,742	31,344,715	33,186,305	35,474,934	36,891,981	34,157,852	100.0000%

ICRs 2016-2020

						% of
2016	2017	2018	2019	2020	Average	Avg. Total
2398	2129	1819	1872	1700	1,984	35.7071%
376	352	319	383	387	363	6.5416%
2796	2697	2714	2621	2516	2,669	48.0415%
577	577	525	551	467	539	9.7098%
6,147	5,755	5,377	5,427	5,070	5,555	100.0000%

		Column B	Column C	Column D		
1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for	Difference	Arbitration	C+D = New
2015-2020	2016-2021	2016-2021	5-Year Avg	olumn A & B	Allocation	Allocation
6.3823%	5.3057%	11.9024%	23.5904%	0.9582%	27.0000%	27.9582%
1.9284%	3.8213%	2.1805%	7.9302%	0.5557%	8.0000%	8.5557%
20.8403%	18.0519%	16.0138%	54.9060%	-0.2864%	50.0000%	49.7136%
4.1823%	6.1543%	3.2366%	13.5732%	-1.2278%	15.0000%	13.7722%
33.3333%	33.3332%	33.3333%	99.9998%		100.0000%	99.9997%

In 2025 the formula will be adjusted for 2026-2030 using Column B percentages as the new baseline numbers for Column A, and the numbers for the new averages will be from 2019-2023 for population, and from 2020-2024 for tax capacity and ICRs.

Going forward the same reallocation formula is used every 5 years.

Tax Capacity Source: Hennepin County 'Adjusted Net Tax Capacity' ICR Source: SLMPD - does not include citations

Population Source: Met Council

South Lake Minnetonka Police Department 2022 Proposed Budget

		2022 Budget		2021 Budget	Variable %	\$ Increase
Income		ZUZZ Duuget		2021 Budget	Variable 70	ψ mcrease
40101 · Excelsior	\$	790,077.93	\$	732,749.67	7.8%	\$57,328.26
40102 · Greenwood	\$	241,587.07	\$	208,651.60	15.8%	\$32,935.47
40103 · Shorewood	\$	1,404,123.04	\$	1,347,312.68	4.2%	\$56,810.36
40104 · Tonka Bay	\$	391,775.67	\$	432,038.78	-9.3%	
40110 · Court Overtime	\$	7,500.00	\$	7,500.00	0.0%	ψ .σ, <u>=</u> σσσ
40120 · Excelsior Park and Dock Patrol	\$	22,000.00	\$	20,000.00	10.0%	
42100 · State Police Officer Aid	\$	127,000.00	\$	115,000.00	10.4%	
42200 · State Training Reimbursement	\$	13,500.00	\$	13,500.00	0.0%	
43100 · Minnetonka School District	\$	5,000.00	\$	5,000.00	0.0%	
43200 · Administrative Requests	\$	7,000.00	\$	7,000.00	0.0%	
43400 · Special Policing Details	\$	27,000.00	\$	28,000.00	-3.6%	
44000 · Investment Income	\$	5,000.00	\$	5,000.00	0.0%	
46400 · Forfeitures	\$, _	\$, -	0.0%	
46500 · Grant Reimbursements	\$	20,000.00	\$	20,000.00	0.0%	
46600 · Other Reimbursements	\$	90,000.00	\$	117,000.00	-23.1%	
Total Income	-	\$3,151,564	\$	3,058,752.72		\$106,811.00
Expense	•	4 700 000 00	_	4 700 000 00	2.00/	
50100 - Full-Time Salaries	\$	1,762,886.00	\$	1,709,000.00	3.2%	
50200 - General Overtime	\$	35,000.00	\$	35,000.00	0.0%	
50230 - Reimbursed Overtime	\$	53,500.00	\$	54,500.00	-1.8%	
50300 - Part-Time Salaries	\$	62,378.00	\$	60,770.00	2.7%	
50500 · Social Security & Medicare	\$	34,600.00	\$	33,000.00	4.9%	
50600 · PERA Pensions	\$	314,000.00	\$	300,500.00	4.5%	
50700 · Insurance Benefits	\$	305,000.00	\$	305,000.00	0.0%	
50800 · Long-Term Disability Benefits	\$	6,500.00	\$	-	100.0%	
51000 · Contracted Services	\$	27,000.00	\$	26,000.00	3.9%	
52100 · Equipment Leases	\$	60,000.00	\$	59,000.00	1.7%	
52200 · Repairs and Maintenance	\$	61,000.00	\$	58,000.00	5.2%	
52300 · Utilities	\$	63,000.00	\$	62,680.00	0.5%	
52400 · Janitorial & Cleaning	\$	8,900.00	\$	8,500.00	4.7%	
52500 · Printing & Publishing	\$	2,500.00	\$	2,500.00	0.0%	
53000 · Supplies	\$	69,200.00	\$	69,200.00	0.0%	
54000 · Uniforms & Gear	\$	16,000.00	\$	15,000.00	6.7%	
54500 · Training & Conferences	\$	30,000.00	\$	30,000.00	0.0%	
56000 · Insurance	\$	142,000.00	\$	139,000.00	2.2%	
56100 · Subscriptions & Memberships	\$	2,100.00	\$	3,100.00	-32.3% 50.0%	
57000 · Special Projects 58000 · Capital Outlay	\$	24,000.00	\$	16,000.00	0.0%	
59000 - Capital Outlay 59000 - Undesignated Allocation	\$ \$	72,000.00	\$	72,000.00	100.0%	
Total Expense	\$	3,151,564	<u>\$</u> \$	3,058,750.00	3.0%	
			φ		3.0%	
Other Income	\$	324,000.00		\$338,000.00		

South Lake Minnetonka Police Department 2022 Proposed Budget 2017-2021 FORMULA

	2022 Budget	2021 Budget	Variable %	\$ Increase
Income				
40101 · Excelsior	\$ 761,493.28	\$ 732,749.67	3.9%	\$28,743.61
40102 · Greenwood	\$ 216,836.38	\$ 208,651.60	3.9%	\$8,184.79
40103 · Shorewood	\$ 1,400,163.78	\$ 1,347,312.68	3.9%	\$52,851.10
40104 · Tonka Bay	\$ 448,986.38	\$ 432,038.78	3.9%	\$16,947.61
40110 · Court Overtime	\$ 7,500.00	\$ 7,500.00	0.0%	
40120 · Excelsior Park and Dock Patrol	\$ 22,000.00	\$ 20,000.00	10.0%	
42100 · State Police Officer Aid	\$ 127,000.00	\$ 115,000.00	10.4%	
42200 · State Training Reimbursement	\$ 13,500.00	\$ 13,500.00	0.0%	
43100 · Minnetonka School District	\$ 5,000.00	\$ 5,000.00	0.0%	
43200 · Administrative Requests	\$ 7,000.00	\$ 7,000.00	0.0%	
43400 · Special Policing Details	\$ 27,000.00	\$ 28,000.00	-3.6%	
44000 · Investment Income	\$ 5,000.00	\$ 5,000.00	0.0%	
46400 · Forfeitures	\$	\$ -	0.0%	
46500 · Grant Reimbursements	\$ 20,000.00	\$ 20,000.00	0.0%	
46600 · Other Reimbursements	\$ 90,000.00	\$ 117,000.00	-23.1%	
Total Income	\$ 3,151,480	\$ 3,058,752.72	3.0%	\$106,727.11
Expense				
50100 - Full-Time Salaries	\$ 1,762,886.00	\$ 1,709,000.00	3.2%	
50200 - General Overtime	\$ 35,000.00	\$ 35,000.00	0.0%	
50230 - Reimbursed Overtime	\$ 53,500.00	\$ 54,500.00	-1.8%	
50300 - Part-Time Salaries	\$ 62,378.00	\$ 60,770.00	2.7%	
50500 · Social Security & Medicare	\$ 34,513.00	\$ 33,000.00	4.6%	
50600 · PERA Pensions	\$ 314,000.00	\$ 300,500.00	4.5%	
50700 · Insurance Benefits	\$ 305,000.00	\$ 305,000.00	0.0%	
50800 · Disability Benefits	\$ 6,500.00	\$ _	100.0%	
51000 · Contracted Services	\$ 27,000.00	\$ 26,000.00	3.9%	
52100 · Equipment Leases	\$ 60,000.00	\$ 59,000.00	1.7%	
52200 · Repairs and Maintenance	\$ 61,000.00	\$ 58,000.00	5.2%	
52300 · Utilities	\$ 63,000.00	\$ 62,680.00	0.5%	
52400 · Janitorial & Cleaning	\$ 8,900.00	\$ 8,500.00	4.7%	
52500 · Printing & Publishing	\$ 2,500.00	\$ 2,500.00	0.0%	
53000 · Supplies	\$ 69,200.00	\$ 69,200.00	0.0%	
54000 · Uniforms & Gear	\$ 16,000.00	\$ 15,000.00	6.7%	
54500 · Training & Conferences	\$ 30,000.00	\$ 30,000.00	0.0%	
56000 · Insurance	\$ 142,000.00	\$ 139,000.00	2.2%	
56100 · Subscriptions & Memberships	\$ 2,100.00	\$ 3,100.00	-32.3%	
57000 · Special Projects	\$ 24,000.00	\$ 16,000.00	50.0%	
58000 · Capital Outlay	\$ 72,000.00	\$ 72,000.00	0.0%	
59000 - Undesignated Allocation	\$	\$	100.0%	
Total Expense	\$ 3,151,477.00	\$ 3,058,750.00	3.0%	
Other Income	\$ 324,000.00	\$338,000.00		

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

January - December 2022

Full-Time	Base	Sergeant	Detective	Education	Education	Physical	Longevity	Monthly	Regular	Overtime
Officers	Monthly Pay	Pay	Pay	Bachelor	Masters	Fitness		Total	Hourly Rate	Hourly Rate
Chief of Police Hire 09/13/2015	\$11,871.00							\$11,871.00	\$68.49	\$102.74
Lt. Ballsrud Hire 01/21/1986	\$9,926.00	\$0.00						\$9,926.00	\$57.27	\$85.91
Sgt. Jim Williams Hire 11/30/1999	\$8,218.00	\$0.00		\$125.00			8.00%	\$9,000.44	\$51.93	\$77.90
Sgt. O'Keefe Hire 02/22/05	\$8,217.00					2.00%	8.00%	\$9,038.70	\$52.15	\$78.23
Sgt.	\$7,981.00					0.00%	2.00%	\$8,140.62	\$46.97	\$70.46
Officer Wareham Hire 06/10/2007*	\$7,183.00		\$0.00	\$125.00		2.00%	6.00%	\$7,882.64	\$45.48	\$68.22
Officer Kuipers Hire 06/28/2010	\$7,183.00		\$350.00	\$125.00		2.00%	6.00%	\$8,232.64	\$47.50	\$71.25
Officer MacElroy Hire 07/03/2012*	\$7,183.00	,	\$350.00			2.00%	4.00%	\$7,963.98	\$45.95	\$68.93
Officer Protivinsky 08/22/2015*	\$7,183.00			\$125.00		2.00%	2.00%	\$7,595.32	\$43.82	\$65.73
Officer Perrier 11/4/2019	\$6,923.00					2.00%		\$7,061.46	\$40.74	\$61.11
Officer Nelson 6/23/2020	\$6,722.00					2.00%		\$6,856.44	\$39.56	\$59.34
Officer Gray 7/7/2020	\$6,722.00			\$125.00		2.00%		\$6,981.44	\$40.28	\$60.42
Officer Thomas 7/7/2020	\$6,722.00			\$0.00		0.00%		\$6,722.00	\$38.78	\$58.17
Officer Wollenzien 10/4/2020	\$6,722.00			\$125.00		2.00%		\$6,981.44	\$40.28	\$60.42
Officer Poling 4/20/2021	\$6,292.00			\$0.00		2.00%		\$6,417.84	\$37.03	\$55.55
Officer H. Olson 7/26/2021	\$6,292.00			\$125.00		2.00%		\$6,542.84	\$37.75	\$56.63

John Wareham's actual start date is December 10, 2007. (Started at 6 month salary level.) Richard MacElroy's actual start date is January 3, 2013. (Started at 6 month salary level.) David Protivinsky's actual start date is February 22, 2016. (Started at 6 month salary level.) Adam Moore's actual start date is January 9, 2017. (Started at 1 year salary level.)

Place Holder

Clerical Full-Time	Base Monthly Pay					Monthly Total	Regular Hourly Rate	Overtime Rate
Laura Holtan Hire 12/19/2013	\$6,315.51		,			\$6,315.51	\$36.44	\$54.66
Kelley Steubs Hired 02/18/20	\$4,750.00				7.7	\$4,750.00	\$27.40	\$41.10
CSO Hohertz Hire 05/31/06	\$4,890.00			1.00%		\$4,938.90	\$28.49	\$42.74
Part-Time	Base Hourly Rate						Regular Hourly Rate	
CSO Cristerna	\$22.29						\$21.64	
CSO Quasabart	\$20.86						\$20.25	
CSO	\$17.29						\$17.29	
CSO	\$17.29						\$17.29	

Park Detail	Hourly Rate				Regular Hourly Rate

SOUTH LAKE MINNETONKA PD - 2022 SALARIES X PENSIONS X WORKERS COMPENSATION X MEDICARE

Full-Time Personnel

FULL-TIME POLICE OFFICERS

ANNUAL	2022	SUB-TOTAL	WORKERS	SUB-TOTAL	MEDICARE	SUB-TOTAL	SOCIAL	SUB-TOTAL	TOTAL
SALARY	PERA RATES	i i	COMP.				SECURITY		
\$142,452	17.70%	\$25,214	4.25%	\$6,054	1.45%	\$2,066			\$33,334
\$119,112	17.70%	\$21,083	4.25%	\$5,062	1.45%	\$1,727			\$27,872
\$108,000	17.70%	\$19,116	4.25%	\$4,590	1.45%	\$1,566			\$25,272
\$97,206	17.70%	\$17,205	4.25%	\$4,131	1.45%	\$1,409			\$22,745
\$107,949	17.70%	\$19,107	4.25%	\$4,588	1.45%	\$1,565			\$25,260
\$94,596	17.70%	\$16,743	4.25%	\$4,020	1.45%	\$1,372			\$22,135
\$92,982	17.70%	\$16,458	4.25%	\$3,952	1.45%	\$1,348			\$21,758
\$95,568	17.70%	\$16,916	4.25%	\$4,062	1.45%	\$1,386			\$22,364
\$91,140	17.70%	\$16,132	4.25%	\$3,873	1.45%	\$1,322			\$21,327
\$82,477	17.70%	\$14,598	4.25%	\$3,505	1.45%	\$1,196			\$19,299
\$79,644	17.70%	\$14,097	4.25%	\$3,385	1.45%	\$1,155			\$18,637
\$81,144	17.70%	\$14,362	4.25%	\$3,449	1.45%	\$1,177			\$18,988
\$79,644	17.70%	\$14,097	4.25%	\$3,385	1.45%	\$1,155			\$18,637
\$79,830	17.70%	\$14,130	4.25%	\$3,393	1.45%	\$1,158			\$18,681
\$74,823	17.70%	\$13,244	4.25%	\$3,180	1.45%	\$1,085			\$17,509
\$74,130	17.70%	\$13,121	4.25%	\$3,151	1.45%	\$1,075			\$17,347
\$2,600	17.70%	\$460	4.25%	\$111	1.45%	\$38			\$609
\$2,000	17.70%	\$354	4.25%	\$85	1.45%	\$29			\$468
\$1,505,297		\$266,437		\$63,976		\$21,829			\$352,242

PAGE 2 - SOUTH LAKE MINNETONKA PD - 2018 SALARIES X PENSIONS X WORKERS COMP. X MEDICARE X SOCIAL SECURITY

FULL-TIME OFFICE PERSONNEL

\$22.337	50.639		\$2.020		\$7.226		\$10.451		\$139.344	Sub-local
									· · · · · · · · · · · · · · · · · · ·) - - -
\$0,070	\$0,704	0.2070	# 000	1.70%	\$020	0.00%	÷,100	7.00%	ψυ,,, ου	Kelley Steubs
\$0 576	V02 &\$	%0c 9	2282	7021/1	\$556	0 88%	\$4.480	7 50%	\$50 726	
4 11,10	\$1,000	0.00	Ø1,101		4.0	0.00.70	* 0,0.		\$10,000	
\$12 761	920 73	8 20%	\$1 154	1 45%	\$701	0 88%	\$5 071	7 50%	\$79 608	l aira Holtan
		SECURITY				COMP.		PERA RATES	SALARY	
TOTAL	SUB-TOTAL	SOCIAL	SUB-TOTAL	MEDICARE	SUB-TOTAL	WORKERS	SUB-TOTAL	2022	ANNUAL	EMPLOYEE

FULL-TIME PUBLIC SAFETY OFFICER

SUB-TOTAL	WORKERU	SUB-TOTAL	MEDICARE	SUB-TOTAL	SOCIAL	SUB-TOTAL	TOTAL
PERA RATES	COMP.				SECURITY		
\$4,624	4.25%	\$2,620	1.45%	\$894	6.20%	\$3,823	\$11,961
\$4,053		\$2,297		\$713		\$3,050	\$9,543
	\$4,624 \$4,053		4.25%	COMP. SUB-TOTAL ME 4.25% \$2,620 \$2,297	COMP. SUB-TOTAL MEDICARE SUB-1 4.25% \$2,620 1.45% \$2,297	COMP. SUB-TOTAL MEDICARE SUB-TOTAL 4.25% \$2,620 1.45% \$894 \$713	COMP. SUB-TOTAL MEDICARE SUB-TOTAL SECURITY SUB 4.25% \$2,620 1.45% \$894 6.20% \$713

OTHER PAY

Holiday Pay (Officers)	\$58,389	17.70%	\$10,335	4.25%	\$2,482	1.45%	\$847			\$13,664
Sub-Total	\$58,389		\$10,335		\$2,482		\$847		\$0	\$13,664
TOTAL FULL-TIME	\$1,762,886		\$291,276		\$69,981		\$25,409		\$11,689	\$397,786
GENERAL OVERTIME	,									,
Overtime - Regular										
Licensed Officers	\$34,000	17.70%	\$6,018	4.25%	\$1,445	1.45%	\$493			\$7,956
Other Personnel	\$1,000	7.50%	\$75	0.88%	\$9	1.45%	\$15	6.20%	\$62	\$161
TOTAL GENERAL OVERTIME	\$35,000		\$6,093		\$1,454		\$508		\$62	\$8,117

TOTAL FULL-TIME & OVERTIME
\$1,797,886
\$297,369
\$71,435
\$25,917
\$11,751
\$405,903

SOUTH LAKE MINNETONKA PD - 2022 Projected Holiday Pay Preliminary Worksheet

FULL-TIME POLICE OFFICERS - Holiday Pay

EMPLOYEE	Hourly Wage	Pay	PERA RATES	SUB-TOTAL	COMP.	SUB-TOTAL	MEDICARE	SUB-TOTAL	SECURITY	SUB-TOTAL	TOTAL
Chief of Police	N/A	\$0	17.70%	\$0	4.25%	0\$	1.45%	0\$			\$0
Steve Neururer	N/A	\$0	17.70%	\$0	4.25%	0\$	1.45%	\$0			\$0
Jim Williams	51.93	\$4,985	17.70%	\$882	4.25%	\$212	1.45%	\$72			\$1,166
Mike O'Keefe	52.15	\$5,006	17.70%	\$886	4.25%	\$213	1.45%	\$73			\$1,172
Sgt.	46.97	\$4,509	17.70%	\$798	4.25%	\$192	1.45%	\$65			\$1,055
John Wareham	45.48	\$4,366	17.70%	\$773	4.25%	\$186	1.45%	\$63			\$1,022
Justin Kuipers	47.5	\$4,560	17.70%	\$807	4.25%	\$194	1.45%	\$66		, , ,	\$1,067
Richard MacElroy	45.95	\$4,411	17.70%	\$781	4.25%	\$187	1.45%	\$64			\$1,032
David Protivinsky	43.82	\$4,207	17.70%	\$745	4.25%	\$179	1.45%	\$61			\$985
Seth Perrier	40.74	\$3,911	17.70%	\$692	4.25%	\$166	1.45%	\$57			\$915
Jake Nelson	39.56	\$3,798	17.70%	\$672	4.25%	\$161	1.45%	\$55			\$888
Herman Daoang-Gray	40.28	\$3,867	17.70%	\$684	4.25%	\$164	1.45%	\$56			\$904
Steve Thomas	38.78	\$3,723	17.70%	\$659	4.25%	\$158	1.45%	\$54	-		\$871
Conor Wollenzien	40.28	\$3,867	17.70%	\$684	4.25%	\$164	1.45%	\$56			\$904
Calvin Poling	37.03	\$3,555	17.70%	\$629	4.25%	\$151	1.45%	\$52			\$832
Hanna Olson	37.75	\$3,624	17.70%	\$641	4.25%	\$154	1.45%	\$53			\$848
Total Holiday Pay		\$58,389		\$10,333		\$2,481		\$847			\$13,661

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

2022 SALARIES, PENSIONS, SOCIAL SECURITY, MEDICARE AND WORKERS COMPENSATION PART-TIME COMMUNITY SERVICE OFFICER POSITIONS Prepared June 2021

Part-Time Salaries - Community Service Officers

Position(s)	Jan-21 Hourly Rate	Step Increase	Sub-Total	Jul-17 Increase	Jul-17 Jul-17 Increase Hourly Rate		Weekly Hours	Number of Weeks	Annual Total
Part-Time CSO Senior Pay Grade	\$21.64		\$21.64	3.00%	\$22.29		10	52	\$11,591
Part-Time CSO Regular Pay Grade	\$20.25		\$20.25	3.00%	\$20.86		10	52	\$10,847
Additional CS0 Hours	\$16.79		\$16.79	3.00%	\$17.29		20	52	\$17,982
Contingency									\$0

TOTAL

\$40,420

Part-Time CSO Roster (December 2016)	Start Date
CSO Cristerna-Alegria	3 уг.
CSO Quasabart	2 yr.
cso cso	new
CSO CSO	new

Salaries x PERA, Social Security, Medicare and Workers Compensation

\$1,1		\$300		\$2,501		\$0,002			Idals
\$1718		985\$		\$2 507		\$3.032			Totale
\$0	4.25%	\$0	1.45%	\$0	6.20%	\$0	7.50%	\$0	Contingency
\$764	4.25%	\$261	1.45%	\$1,115	6.20%	\$1,349	7.50%	\$17,982	Additional CSO Hours
\$461	4.25%	\$157	1.45%	\$673	6.20%	\$814	7.50%	\$10,847	Part-Time CSO
\$493	4.25%	\$168	1.45%	\$719	6.20%	\$869	7.50%	\$11,591	Part-Time CSO Senior Staff
Sub-Total	Workers Comp	Sub-Total	Medicare	Sub-Total	Social Security	Sub-Total	PERA	Annual Total	Position(s)

irand Total
46
\$
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\$2
\$4
\$48
\$48
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\$48,263

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

2022 OPERATING BUDGET

Expense Worksheet - Baseline Budget

Line Item 50300 - Part-Time Salaries	\$62,378			
		Hourly Wage	Avg. Wkly Hrs	7
Office and Administrative Specialist				
Community Service Officer - Front Office				
Community Service Officer -Karina Cristerna-Alegria	\$11,591	\$22.29	10	
Community Service Officer -Grant Quasabart	\$10,847	\$20.86	10	
Community Service Officer -Unknown	\$8,991	\$17.29	10	
Community Service Officer -Unknown	\$8,991	\$17.29	10	
Contingency (Additional Hours Worked, Etc.)				
Sub-Total	\$40,420			
Park and Dock Patrol Services - Part-Time Seasonal Positions	\$21,958			Excelsior Reimbursed

SOUTH LAKE MINNETONKA PD - 2022 Social Security, Medicare & PERA Pensions

Expense Worksheet - Full-Time Personnel

	PERA	Social Security	Medicare	Total
Item 5011 - Full-Time Salaries	\$ 297,369.00	\$ 11,751.00	\$ 25,917.00	\$ 335,037.00
				\$ -
Item 50200 -General Overtime	\$ 6,093.00	\$ 75.00	\$ 508.00	\$ 6,676.00
				\$ -
Item 50230 - Reimbursed Overtime	\$ 7,642.00	\$ -	\$ 627.00	\$ 8,269.00
				\$ -
Item 50300 - Part-Time Salaries	\$ 3,032.00	\$ 2,507.00	\$ 586.00	\$ 6,125.00
				\$ -
Total	\$ 314,136.00	\$ 14,333.00	\$ 20,180.00	\$ 348,649.00

2022 Estimated Monthly Health Insurance Costs (includes 7% increase over 2021 rates) \$3,000/\$6,000Non-Embedded Deductible HSA Plan South Lake Minnetonka Police Department

	Employee	Spouse	Jo#				2020	Department	Excess/
	Age	Age	Children	Employee	Spouse	Children	Premium	Contribution	Deficit
	40	39	3				· \$	\$ 1,580.33	\$ (1,580.33
	29	N/A	0		- \$	- \$	- \$	\$ 868.52	\$ (868.52)
	56	N/A	1				- ج	\$ 1,580.33	\$ (1,580.33)
	28	N/A	0			- \$	- \$	\$ 1,580.33	\$ (1,580.33)
	35	35	0			- \$	· \$	\$ 868.52	\$ (868.52
7.075	42	N/A	1		- \$		- \$	\$ 1,580.33	\$ (1,580.33)
	51	N/A	2				- ج	\$ 1,580.33	\$ (1,580.33)
	25	25	2				- ج	\$ 1,580.33	\$ (1,580.33)
	35	N/A	2		- \$		- ډ	\$ 1,580.33	\$ (1,580.33)
	,							\$ 1,580.33	
	30	N/A	0		- \$	۰ ب	- \$	\$ 868.52	\$ (868.52
		N/A	0			- ج		\$ 868.52	
	37	35	1				- \$	\$ 1,580.33	\$ (1,580.33)
	51	48	2				- \$	\$ 1,580.33	\$ (1,580.33
	Unk.							\$ 828.06	
	Unk.		2				- \$	\$ 868.52	\$ (868.52
	Unk.							\$ 868.52	
								\$ 868.52	
						- \$	- \$	\$ 868.52	\$ (868.52
	19			ý	۲	4	7	4 22 570 52	

Single Single + Children Single + Children Family Single + Children

Single + Child Single Single Family

Estimate Estimate Estimate

Family

Estimate

Single + Child Single + Spouse

Single + Children

Indicates amount employee must pay towards the monthly premium.

Indicates amount SLMPD will contribute to employee's HSA account and/or deferred comp account.

¢1 862			00 865 1	19
Contribution			Monthly Contribution	Total Employees
Department				
	JE	DENTAL INSURANCE		

		50700 INSURANCE BENEFITS	EFITS		
Total Monthly			insul Insur	nsurance De	Department
Insurance Cost	Months		Ту	Type Co	Contribution
\$23,519.82	12		He	Health	\$282,238
\$1,862.00	12		Del	Dental	\$22,344

\$304,582		CE BENEFITS	50700 INSURANCE BENEFITS	
\$22,344	Dental			12
\$282,238	Health			12
Contribution	Туре			Months
Department	Insurance			

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

2022 Operating Budget

Expense Worksheet

Line Item 50800 - Disability Benefits	\$6,500	Notations
Long-Term Disability (19 Lives @ 343.42/month est.)	\$6,500	
Benefit negotiated into the officers' and sergeants'		
labor contracts. All full-time employees must be		
coverd to obtain coverage contract.		

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

2022 OPERATING BUDGET

Expense Worksheet

Line Item 51000 - Contract Services	\$31,998	Notations
*Budgeting \$27,000 for 2022		
51100 Professional/Legal		
		Takan Bull
General Legal Counsel - Kenneth Potts	\$5,500	\$130 Per Hour
Special Legal Counsel -Kennedy & Grav		\$185 Per Hour \$111 Per Hour -
Special Legal Counsel - Abrams & Schr	nidt \$333	\$111 Pel Houl -
Annual Financial Audit (2015) - CPA Stu	uart Bonniwell \$6,500	Estimated Amount
Other Financial Services - CPA Stuart B	Bonniwell \$2,800	Estimated Amount
51200 Personnel Testing		
Credit Check - Equifax Internet	\$75	5 Checks @ \$15
Medical Examination	\$3,150	5 Exams @ \$630
Park Nicollet Occupational Health		
Psychological Exam	\$2,800	2 @ \$800 Officer/3 @\$400 CSO
Martin McAllister	Ψ2,000	2 @ \$555 511165117 @\$ 155 555
Dre Frankeyment Dhysical Apility		
Pre-Employment Physical Agility Novacare	\$550	5 Exams @ \$110
Movacaic		
51300 Other Services		
Interpreter Services - Language Line Se	I #200	
	ervices \$300	Estimated Usage Fees
		Estimated Usage Fees LMCC (4 meetings @ \$100)
Recorder - Coordinating Committee Med	etings \$400	LMCC (4 meetings @ \$100)
Recorder - Coordinating Committee Med	etings \$400	LMCC (4 meetings @ \$100)
Recorder - Coordinating Committee Med Video Recording Service-CC Meetings Emergency Animal Care	\$400 \$300 \$360	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc.
Recorder - Coordinating Committee Med Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte	\$300 \$360 \$2,500	LMCC (4 meetings @ \$100) 4 meetings at \$75
Recorder - Coordinating Committee Med Video Recording Service-CC Meetings Emergency Animal Care	\$300 \$360 \$2,500	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc.
Recorder - Coordinating Committee Med Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte	\$300 \$360 \$2,500	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc.
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson	\$300 \$360 \$2,500 \$480	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee
Recorder - Coordinating Committee Med Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for	\$400 \$300 \$360 \$2,500 \$2,500	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson Workplace Safety - On-Site Consulting	\$300 \$360 \$2,500 \$480	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson	\$300 \$360 \$2,500 \$480	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson Workplace Safety - On-Site Consulting	\$300 \$360 \$2,500 \$480	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson Workplace Safety - On-Site Consulting 51500 Payroll/Bank/HSA Fees Payroll Service - QuickBooks	\$300 \$300 \$360 \$2,500 \$2,500 \$1,400 \$2,000	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee Annual Hosting & Security Fee Direct Deposit - Est. \$200 Per Month
Recorder - Coordinating Committee Medical Video Recording Service-CC Meetings Emergency Animal Care Web-based Scheduling Service - Aladte Current Pricing - \$2500 Paid Annually for Web Page Hosting - Rick Johnson Workplace Safety - On-Site Consulting	\$300 \$300 \$360 \$2,500 \$2,500 \$1,400 \$2,000	LMCC (4 meetings @ \$100) 4 meetings at \$75 Vet Fees, Etc. Annual Subscriber Fee Annual Hosting & Security Fee

2022 OPERATING BUDGET

ine Item	52100 - Equipment Leases	\$60,325	
52110	Communications - Hennepin County Information Technology		
	Transfer to Technology Fund 800 MHz Radios - Mobile Data Computers - Other Technology	\$34,320	
52110	Records Management System - LETG		
	Transfer to Technology Fund LETG Annual Maintenance and Support Fees - \$12992	\$16,425	
52110	Card Access - General Security Services Corporation (GSSC)		
	Transfer to Technology Fund	\$2,260	\$575.00/Qtr
52120	State of MN CJIS Connection Charges		
	Network Connection	\$1,600	\$390 Per Quarter
	Remote Access	\$0	
	Key FOB	\$0	
52130	Squad Computers		
	Transfer to Technology Fund	\$0	
52140	Document Processing Equipment		
	Ricoh Aficio Copier/Printer/Scanner/Fax (MP C4503)	\$4,320	\$360 Per Month
	Lease Agreement - Ricoh USA		
	Contract Pricing for Copies		
52145	Postage Meter		
	Francotyp-Postalia, Inc New Digital Meter (2013)	\$1,400	\$116 Per Month
	Transfer to Technology Fund	\$53,005	

2022 OPERATING BUDGET

ine Item	52200 - Repairs & Maintenance**	\$61,155	Notations
52210	Equipment Repair & Replacement		
	Appliances, Furniture, Computers, Telecommunications, Etc.	\$3,200	
52220	Building Maintenance & Permits	Sub-total	\$19,930
	Firearms Range Maintenance	\$1,400	Annual
	HVAC System - Maintenance Agreement - Alliance Mechanical Services	\$2,100	Police Portion - 50%
	HVAC Controls - Maintenance Agreement - LMP Enterprises	\$850	Police Portion - 50%
	Weekly Check - Terry Meland (\$75 monthly)	\$900	Police Portion - 50%
	Maintenance Agreement- Building Generator - Ziegler/CAT	\$2,800	Police Portion - 50%
	Warranty Agreement- Generator - Ziegler/CAT (\$1,000/yr.)	\$500	Police Portion - 50%
	UPS Preventative Maintenance -CAT/Ziegler (\$2,600/yr.)	\$1,300	Police Portion - 50%
	Maintenance Agreement - Elevator - Minnesota Elevator Inc.	\$400	Police Portion - 50%
	Annual Operating Permit - Elevator - MN Dept. of Labor & Industry	\$50	Police Portion - 50%
	Police Security Gate - Barnum Gate Services - Maintenance Agreement	\$700	Annual
	Police Security Gate - Barnum Gate Services - Parts & Additional Labor	\$1,500	Estimate
	Routine Maintenance - Overhead Garage Doors - Twin City Garage Door	\$1,800	Estimate
	Phone System - Consolidated Communications	\$0	Estimate
	Landscapping - Weed Control	\$600	Police Portion - 50%
	Break Room Resurfacing - Commercial Flooring Services	\$600	Semi-Annual
	Garage Floor Patching	\$850	Annual
	UPS Battery Replacement (five-year cycle)	\$1,200	Police Portion - 50%
	Unanticipated Building Maintenance Repairs	\$2,380	Estimate
2230	Vehicle Fleet Maintenance		
	SLMPD Vehicle Fleet Mechanical Repairs		
	Automotive Unlimited/Emergency Automotive Technologies, Inc.	\$21,650	Annual
	SLMPD Vehicle Fleet Car Washes		\$8.00 Per Wash
	Youngstedt's	\$800	120
2240	Computer Related - Other		1
ZZTO	LETG Service Hosting and Support (LMAC Group)		
	Annual Estimate per LETG	\$4,220	
	Brand Networking - Local IT Support		
	Morris Electronics - LETG/Network IT Support	\$5,050	Annual
	Maintenance Agreement - L3 Communications/Mobile-Vision	\$0	Annual
	Maintenance Agreement - StarWitness Video Enhancement Program	\$1,000	Annual
	Website Hosting - Rick Johnson	\$240	Annual
	Web Page Support - Rick Johnson	\$320	Updates, Etc.
	Microsoft Office 365 (5-Pack Office 2016 License)	\$360	\$30/month (3 @ \$10
	Office 365 Exchange Mailbox	\$1,875	\$6/month (26 @6)
		\$2,000	Annual Fee
	Pawn Shop Query-LEADS Online	\$2,000	7 Units x \$30 Each
	Radar Calibration (Annual) - Public Safety Equipment		
	Lidar Calibration (Semi-Annual) - Public Safety Equipment	\$300	5 Units x \$30 Each

2022 OPERATING BUDGET

Line Item	52300 - Utilities	\$63,981	Miscellaneous
F0040		mass are princed as a second	
52310	Public Safety Facility Phone/Data Communications		0702 FO Month Police Portion
	MetroNet - (contractual agreement)	\$9,396	\$783.50 Month - Police Portion
	Total Monthly Amount - \$1,567		\$783.50 Month - Fire Portion
52320	Public Safety Facility Analog Phone Lines		
	CenturyLink - (fire and elevator alarms)		Current - \$131.84 Per Month
	Phone Number: 952-380-3672	\$0	Police Portion - \$62.79
			Budgeted - \$66.00 Per Month
52330	Mobile Phones - Mobile Broadband		
32330	Verizon Wireless		
	Mobile Phone and Broadband Service	\$13,200	Monthly Charges - \$1100 (Rounded)
?	Phone Allowance - (0)	\$0	Monthly Amount
			1
52340	Electric		
	Xcel Energy	\$28,850	Police Portion - (50/50 Split)
52350	Natural Gas		
100 S 200 S 20	CenterPoint Energy	\$8,500	Police Portion - (50/50 Split)
52360	Water & Sewer	0.4.400	Deline Berline (50/50 Oelin (0004)
	City of Shorewood	\$1,490	Police Portion - (50/50 Split)(2021)
	City of Tonka Bay - Annual Sprinkler Permit Fee	\$175	Police Portion - (50/50 Split)
52370	Waste Removal		
	Republic Services	\$1,000	Estimate
52380	Fire Alarm Monitoring and Detection		
02000	Tyco Fire and Security	\$300	Police Portion (50/50 Split)
	1,90 i no and occurry	1 4000	1. 550 . 550. (55.60 opin)
52300	Other		
		\$1,070	

2022 Operating Budget

Line Item 52400 - Janitorial & Cleaning	\$8,840	Notations
Cleaning & Janitorial *	\$8,340	Public Safety Facility - Police Side
Classic Cleaning	-	
		•
Carpet Cleaning	\$500	Public Safety Facility - Police Side
Zerorez Carpet Care		

2022 OPERATING BUDGET

Line Item 52500 - Printing & Publishing	\$2,500	Notations
Uniform Citations - Hennepin County Court	\$0	4th Judicial District
Ticketwriter Supplies (Paper/Envelopes)	\$1,500	
Miscellaneous	\$1,000	
Letterhead, Envelopes, Forms, Business Cards, Firearm		
Permits		

2022 OPERATING BUDGET

Line Item	53000 - Supplies	\$69,176	Notations
50100		T 64 500	
53100	Vehicle Supplies	\$4,500	
	Tires, Oil, Windshield Solvent, Gas Line Antifreeze,		
	Batteries, Etc.		
53105	Motor Fuels	\$35,625	Based on 12,500 Gallons
	Vehicle Fleet - Gasoline		\$2.85 per gallon
	Federal Excise Tax Exemption - 18.4 Cents Per Gallon		
	Assumes Average Pump Price of \$3.75 Per Gallon		
	Motor Fuels	\$1,426	Based on 400 Gallons
	Building Generator - Diesel		\$3.566 Per Gallon
	Federal Excise Tax Exemption - 18.4 Cents Per Gallon		
	Assumes Average Pump Price of \$3.75 Per Gallon		
		•	
53110	School Materials & T-Shirts - CounterAct Program	\$3,000	School District Funded
	Hazelden - CounterAct Classroom Materials = \$1,825		
	JSW Embroidery - CounterAct Shirts = \$960		
	Miscellaneous Supplies = \$252]	
53120	Ammunition (Includes Taser Cartridges)	\$6,000	
53130	General Supplies	\$10,000	
	Postage, Shipping, First Aid Supplies, Batteries, Audio &		
	Video Storage Devices, Drug Test Kits, Hardware Supplies,		
	Keys, Vehicle Registrations, Etc.		
53140	Animal Control Supplies	\$300	
53150	Meeting Expenses	\$825	
53300	Office Supplies	\$7,500	
53400	Portable Radios:	\$0	
00400	Tortable Mailes.	,	

2022 OPERATING BUDGET

4000 - Uniforms & Gear	\$16,000	Notations	
	•		
Annual Clothing Allowance	\$1,800		
Chief of Police and Lieutenant Neururer	\$1,200	\$600 x 2	
Per Employment Agreements			
Detective Position	\$600	\$600 x 1	
Per Collective Bargaining Agreement			
Discretionary Clothing, Equipment and Training Allowance	\$3,900		
Per Collective Bargaining Agreement - 13 Eligible Employees		\$300 x 13	
Iniforms and Gear - All Personnel	\$10,300		
nitial Outfitting and Ongoing Replacement			
Per Collective Bargaining Agreement - Department Policy			
	Innual Clothing Allowance Chief of Police and Lieutenant Neururer Detective Position Detective Bargaining Agreement Discretionary Clothing, Equipment and Training Allowance Detective Bargaining Agreement - 13 Eligible Employees Defended by English Employees Defended by Englis	Innual Clothing Allowance \$1,800 Chief of Police and Lieutenant Neururer \$1,200 Inter Employment Agreements Interective Position \$600 Inter Collective Bargaining Agreement Interectionary Clothing, Equipment and Training Allowance \$3,900 Inter Collective Bargaining Agreement - 13 Eligible Employees Interectionary Clothing, Equipment and Training Allowance \$10,300 Interectionary Clothing Agreement - 13 Eligible Employees	

2022 OPERATING BUDGET

Line Item 54500 - Training and Conferences	\$30,000	Notations
	1 04 000	0.5 5 0.55 40
PATROL Police Accredited Training Online	\$1,360	\$ 85 Per Officer x 16
League of Minnesota Cities - Joined in Spring 2012		
Miscellaneous Training - Department Personnel	\$28,640	
Sampling of Required & Elective Training		
EMT Basic Course		\$1,695 Per Officer
EMT Refresher Course - (2 Year Cycle)		\$ 395 Per Officer x 16
First Responder Refresher Course - (2 Year Cycle)		\$ 198 Per Officer
DataMaster DMT-G Certification Course		\$ 285 Per Officer
DataMaster DMT-G R Recertification Course - (2 Year Cycle)		\$ 50 Per Officer x 12
Field Analysis of Drugs Training and Certification		\$ 150 Per Officer
Pursuit Driving Course - (5 Year Cycle)		\$ 469 Per Officer
Field Training Officer Certification Course		\$ 425 Per Officer
John Reid Interview & Interrogation		\$ 540 Per Officer
Taser Instructors Course		\$ 175 Per Instructor
Use of Force Instructor Course - (1 Week)		\$ 450 Per Instructor
L.O.C.K.U.P. Use of Force Instructor Training		\$ 830 Per Instructor
BCA Leadership in Police Organizations Training - (3 Weeks)		\$ 995 Per Officer
BCA Supervision/Management Courses		\$ 190 Per Course
BCA Senior Management Courses		\$ 190 Per Course
BCA Leaders Conference		\$ 100 Per Officer
Minnesota Chiefs of Police Executive Training Conference		
Member Registration		\$ 365 Per Officer
Non-Member Registration		\$ 525 Per Officer
Lodging 3 Nights		\$ 350 Per Officer
Additional P.O.S.T. Mandates (C.I.T, Implicit Bias, etc.)		\$ 900 Per Officer

2022 OPERATING BUDGET

Expense Worksheet

LINE ITEM 56000 - INSURANCE

Municipal Insurance Coverage - League of Minnesota Cities Agent - Ken Jarcho Agency - Discounted Commission - Five (5) Percent

Line Item 56000 - Insurance	\$141,830	Comments
Municipality Coverage - Regular	\$39,344	Actual Premium Policy Period: 07/01/2020 to 07/01/2021
Municipality Coverage - Umbrella	\$13,367	Actual Premium Policy Period: 07/01/2020 to 07/01/2021
2017 Property/Casualty Dividend Check	-\$1,825	Municipal Coverage Dividend Date of Check: 12/01/2020
Workers' Compensation	\$79,366	Actual Premium Policy Period: 07/01/2021 to 07/01/2022
Workers' Compensation	\$0	Premium Adjustment - Final Audit Policy Period: 07/01/2019 to 07/01/2020
Workers' Compensation Commission Check	\$0	Workers' Compensation Policy Date of Checks: \$0.00 payment
Public Safety Facility - Police Portion	\$7,228	Actual Premium Policy Period: 12/23/2020 to 12/23/2021
Self-Insured Deductible Account (Estimate)	\$4,350	Workers' Compensation - \$2,500 Deductible Municipal Liability - \$500 Deductible

2022 OPERATING BUDGET

Line Item 56100 - Subscriptions, Memberships & License Fees	\$3,100	Comments
*Budgeting \$2100 for 2022		
Police Officer License Renewal Period	\$450	(5 Officers x \$90 each)
Minnesota Police Reserve Officers Association (MPROA)	\$40	Coordinators - \$20 Each
Professional Law Enforcement Assistants Association	\$80	Annual Dues (\$40 each)
Tri-County Law Enforcement Association (Detectives)	\$75	Agency Membership
Association of Training Officers of Minnesota (Department Membership)	\$175	Annual Dues
Minnesota Crime Prevention Association - (Hohertz)	\$45	Annual Dues
Association of Minnesota Emergency Managers - (Hohertz)	\$0	Annual Dues
Metropolitan Emergency Managers Association - (Hohertz)	\$0	Annual Dues
Star Tribune	\$0	Annual Rate
Costco Business Membership	\$0	Annual Fee
Deputy Chief Memberships		
Hennepin County Chiefs of Police Association	\$75	Annual Dues
International Association for Property and Evidence, Inc.	\$50	Annual Dues
Chief's Memberships		
International Chiefs of Police	\$120	Annual Dues
Minnesota Chiefs of Police	\$230	Annual Dues
Hennepin County Chiefs of Police Association	\$100	Annual Dues
Excelsior Rotary Club (\$250.00 Per Quarter)	\$1,000	Annual Dues/Meals
Other	\$660	

2022 OPERATING BUDGET

Line Item	57000 - Special Projects	\$24,040	Notations
57005	Transfer - Designated Reserve Officer Fund		
	Series of Annual Increases Reached Fruition in 2013		
57010	Southwest Metro Drug Task Force	\$2,100	Annual Membership Fee
	Annual Membership Fee		
57015	CornerHouse - (Child Sexual Abuse Evaluation Center)	\$2,300	Annual Subscriber Fee
	2022 - Annual Subscriber Fee - (2021 Fee of \$2,245)	2.00%	Estimate
Post No. of the Control of the Control			
57020	Lake Minnetonka Area Emergency Response Unit	\$2,800	Annual Participation Fee
	\$900 Per Member x 3 = \$2,550		
57025	Peterson Counseling and Consulting, LLC Annual Officer Mental Health (\$140 @17) On-Going Consult (\$100 @ 20)	\$4,240	EAP Program
57030	Sojouners Domestic Assault Advocacy	\$4,000	Annual Participation Fee
57035	Hennepin County Human Services-Embedded SW \$60,000/7 agencies	\$8,600	Annual Participation Fee

TO: South Lake Minnetonka Police Department Coordinating Committee Chief Mike Meehan

FROM: South Lake Minnetonka Police Department Operating Committee

RE: Joint Powers Agreement

The city councils of the SLMPD member cities have all reviewed the changes proposed in the red-lined "baseline" document, attached to this memo, and offered their consensus that the changes are acceptable. Although their approval was informal and could potentially change when the final revised agreement goes back to each individual council for approval, the Operating Committee requested this step to "clear the deck" of more technical or non-controversial edits so the Coordinating Committee could focus their efforts on more meatier issues of the agreement.

The Operating Committee suggests that the following sections of the draft revised JPA require the attention of the Coordinating Committee:

- Section 3, Subd.1, Voting rights.
- Section 7, Subd.2, A & B. (also Exhibit A) Funding formula.
- Section 7, Subd.2, E Resolve the question about establishing a capital improvement plan to replace the debt service fund when the facility bonds are paid in full.
- Section 9, Subd.2 More fully determine the requirements for adding parties to the JPA.
- Section 14. Clarify the cost apportionment if there is a mediation/arbitration process among member cities.
- A separate new agreement between SLMPD and EFD for building operation and shared expenses.
- Other items the Coordinating Committee shall raise.

<u>Proposed Process for Making Revisions</u>. The Operating Committee recommends that if there is agreement among the Coordinating Committee members as to the broad policy resolution of any of the above items or other new items, that the Coordinating Committee refer the matter to the Operating Committee to develop language consistent with the Committee's direction. The proposed language would then be brought back to the Coordinating Committee for future review and approval.

South Lake Minnetonka Police Department Joint Powers Agreement

TO PROVIDE FULL-TIME POLICE PROTECTION AND SERVICE FOR THE CITIES OF EXCELSIOR, GREENWOOD, SHOREWOOD, AND TONKA BAY

DRAFT 03.23.21 FOR 01.01.24 EFFECTIVE DATE



The parties to this Joint Powers Agreement ("JPA" or "Agreement") are the municipalities of Excelsior, Greenwood, Shorewood, and Tonka Bay of the State of Minnesota which have the responsibility for providing for law enforcement within their respective cities so as to enforce the ordinances of these cities and the laws of the State of Minnesota. The original police department JPA for the parties was executed in 1973. This updated Agreement is made pursuant to Minnesota Statutes. Section 471.59.

Section 1: General Purpose

The general purposes of this Agreement are to continue employment of a full-time Chief of Police to act on behalf of the parties to this Agreement and to provide assistance to the Chief of Police in the form of police officers, community service officers, administrative staff, police facility, equipment, and supplies as may be necessary so as to provide the parties with law enforcement services in the discharge of the duties imposed upon said municipalities to protect and serve the health and welfare of their citizens and property located within their cities. It is the opinion of the parties to this Agreement that continued joint action to operate a joint police department to serve the four communities will continue to result in a higher standard of police service, closer control of the police force by the municipalities it serves, and more efficiency and financial savings to the communities.

Section 2: Definition of Terms

For the purpose of this Agreement, the terms in this section shall have the following meanings:

- A. "Committee" means the organization created under this Agreement, the full name of which is the "Coordinating Committee for the South Lake Minnetonka Police Department."
- B. "Committee member" means a member of the Committee.
- C. "Council" means the governing body of the governmental unit which is a party to this Agreement.
- D. "Governmental unit" means a city or municipality.
- E. "Operating Committee" means the chief administrative officer of each of the parties.
- F. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- G. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- H. "Party" means governmental unit which enters into this Agreement.
- I. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- J. "Unanimous agreement of the parties" means that the measure is approved by a majority vote of council members present at the council meetings of each of the parties. If one or more of the councils does not approve the measure on a majority vote, there is no unanimous agreement.

Section 3: Governing Body

<u>Subdivision 1</u>. The Committee, consisting of one Committee member from each party, shall be the governing body. Each Committee member shall have an equal voice in the affairs of the Committee.

<u>Subdivision 2</u>. The person holding the office of mayor of a party to this Agreement shall be a Committee member and serve on the Committee as representative of said party. An alternate Committee member may be appointed by the council of each party from the members of said council to serve for a term of one calendar year and represent said party on the Committee in the absence of the mayor. The Committee member and alternate shall serve without compensation from the Committee.

Subdivision 3. A majority of the Committee members shall constitute a quorum at meetings of the Committee.

<u>Subdivision 4</u>. A vacancy on the Committee shall be filled by the council of the parties whose position on the Committee is vacant. No Committee member shall be eligible to vote on behalf of his / her party during the time that such party is in default on any financial payment required to be paid under the terms of the Agreement nor shall the vote of such party be counted for the purposes of determining a quorum.

Section 4: Officers & Meetings

Subdivision 1. The chair and vice chair shall be determined on a rotating basis at the first meeting of each year. The chair shall facilitate meetings and execute all financial and legal instruments of the Committee. The vice chair shall assume all duties of the chair in the event the chair is unable to fulfill the duties of the position.

Subdivision 2. Regular meetings of the Committee shall be held once each quarter as follows: The second Wednesday of January, the second Wednesday of April, the second Wednesday of July, and the second Wednesday of October. Any regular meeting date may be rescheduled by unanimous agreement of Committee members. The purpose of the regular meetings shall be to set budgets, review expenditures, and discuss / take action on other operating matters. Special meetings shall be at the call of any Committee member.; Notice of such a meeting shall be posted and provided by the SLMPD in accordance with state statutes.

Subdivision 3. Business of the Committee shall be conducted according to Roberts Rules of Order.

Section 5: Powers & Duties of the Committee

Subdivision 1. The powers and duties of the Committee shall include the powers set forth in this section.

Subdivision 2. It shall establish qualifications and duties for the position of Chief of Police of the SLMPD.

<u>Subdivision 3</u>. It shall hire said person to act as Chief of Police for the SLMPD at such salary and in accordance with such terms and conditions of employment as it shall determine. It also has the authority to discipline and terminate the Chief of Police.

<u>Subdivision 4</u>. It shall provide office space, equipment, and supplies as necessary to accomplish the duties and responsibilities of law enforcement within the boundaries of the parties.

<u>Subdivision 5</u>. It shall select a qualified accounting / auditing firm to prepare financial statements and conduct an annual financial audit. All of its books, reports, and records shall be available for and open to examination by the parties at reasonable times.

<u>Subdivision 6</u>. It may accumulate reasonable reserve funds for the purposes as here in provided and it may invest funds of the Committee not currently needed for its operations in a manner and subject to the laws of Minnesota applicable to cities.

<u>Subdivision 7</u>. It may collect monies from parties subject to this Agreement. It may recommend changes in this Agreement to the parties which shall be effective, however, only upon unanimous agreement of the governing bodies of all parties.

<u>Subdivision 8</u>. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

Section 6: Operating Committee

The powers and duties of the operating Committee shall include the following:

- A. Advising the Coordinating Committee.
- B. Meeting with the Chief of Police once per month.
- C. Participating in labor negotiations on a rotating basis.
- D. Other duties and projects as assigned by the Coordinating Committee.

Section 7: Financial Matters

<u>Subdivision 1</u>. Except as otherwise provided herein, the Committee funds may be expended by the Committee in accordance with procedures established by law for the expenditure of funds by Minnesota cities. Orders, checks, and drafts shall be signed by two persons Authorized signers shall be the Committee chair, Committee vice chair, Chief of Police, and the SLMPD office manager.

Subdivision 2.

- A. The allocation for funding the SLMPD operations, other than for any party's separately contracted services, shall be set taking into consideration the Member Cities' tax capacity, demand, and population using the formula shown on the attached Exhibit 1.
- B. The operations funding percentages shall continue to be reviewed and adjusted, if necessary, in five-year increments that began June 1, 2006. The comparison of the tax capacity, ICRs, and population will be made for each subsequent five-year period with the data as shown in Exhibit 1. These adjustments do not result in a shift to a formula based purely on tax capacity, population, and ICR statistics but are only used to adjust the funding percentages for each party incrementally to the extent the three factors differ from the previously established data.
- C. Each Member City shall fund the SLMPD the full amount of the allocation pursuant to the terms of the JPA.
- D. The Approved Annual Operating Budget for each year shall be determined in advance by unanimous agreement of the parties. If the parties do not unanimously agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year's Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget:
 - a) The increase in the region's Consumer Price Index for All Urban Customers (CPI-U) based on the previous June-to-June information available in July of each year; or
 - b) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the parties over the levy limit for that party for the prior year.
 - c) In the event that (a) or (b) decreases, the operating budget shall remain the same.

The above (a), (b), and (c) paragraphs apply only to operating expenses not governed by wage or benefit increases required by any union contracts. All parties must pay wage or benefit increases as required by union contracts; other expenses can have ceilings applied per (a), (b), and (c) above Adoption of an Approved Annual Operating Budget pursuant to this subdivision shall entitle each party to full and complete SLMPD services funded by the SLMPD annual operating budget and preclude delivery of multiple tiers or levels of services to parties. Parties may contract with the SLMPD for supplemental services delivered by separately dedicated personnel outside of the approved budget by unanimous agreement of the parties. Agreement to provide such supplemental services shall not be unreasonably withheld.

E. CREATE LANGUAGE ABOUT ESTABLISHING A CAPITAL IMPROVEMENT FUND?

Section 8: Duration

This Agreement shall take effect January 1, 2024 and continue unless amended by unanimous agreement of the parties.

Section 9: Adding Parties

Subdivision 1. Any other governmental unit may become a later party to this Agreement upon unanimous agreement-of the parties to this Agreement under the following conditions.

Subdivision 2. ADD LANGUAGE that describes the process of another entity joining the JPA. Does each city council get a say in adding a city or just the Committee? What about the immediate increase in expenses (additional personnel, equipment, etc.) experienced by the JPA if a new city were to come on board but the revenue will not immediately pay for those new expenses? If another city who has a police department wants to join the JPA, would we require all of them to go through a hiring process? Etc ...

Section 10: Withdrawal

Subdivision 1. Any party may withdraw from this Agreement subject to the provisions below:

- A. Written notice of withdrawal must be made by filing notice with the Committee by May 1 for withdrawal commencing January 1 twenty months after May 1.
 - (1) Notice after May 1 will require the withdrawing party to wait an additional year.
 - (2) Notice before May 1 will not advance the commencement of the withdrawal; withdrawal will commence on January 1 twenty months after May 1.
- B. All capital equipment remains the property of the SLMPD.
- C. All officers and staff remain employees of the SLMPD.

D. A withdrawing party shall have an ownership interest in the building commensurate with the percentage of its debt retirement payments (both before and after withdrawal) are of the total debt retirement payments made by the SLMPD. The ownership interest shall not include a right of use or occupation but shall entitle the party to its pro rata share of any revenue generated through the lease, sale, or other conveyance of the building.

<u>Subdivision 2</u>. In the event the corporate existence of a party is terminated, or a party is consolidated with another municipality not a party to this Agreement, then the obligations of such party hereunder shall cease as of the effective date of such termination or consolidation. If said effective date shall occur at a time other than the end of a budget year, the withdrawing party's financial obligation for the budget year in progress at the time of said effective date shall be pro-rated for such budget year as of said effective date. The withdrawal of a party under this subdivision shall not automatically terminate this Agreement or the obligations of the remaining parties. Following such a withdrawal, the percentage of the approved budget payable for each remaining party shall be calculated by dividing a party's percentage, as set forth in Section 7, by the sum of the percentages of all remaining parties.

Section 11: Dissolution

Cash assets and proceeds from non-cash assets held by the Committee at the time of dissolution to this Agreement shall be divided and distributed to the parties in proportion to the contributions made by the parties to the total cost of law enforcement during the period of this Agreement. If the cities cannot agree with respect to the value of non-cash assets, two appraisers will be selected by the Committee to appraise the non-cash assets. The two appraisers so selected will select a third appraiser. The values as determined by a majority of the appraisers shall be attributed to the non-cash assets in question.

Section 12: Officers & Employees

<u>Subdivision 1</u>. The Chief of Police employed by the Committee shall serve as Chief of the SLMPD and shall have the following duties and be invested with the following authority:

- A. Shall be in full and complete charge of all personnel matters and employees of the department including sworn and non-sworn.
- B. Shall set standards of performance of police officers and non-sworn employees.
- C. Shall be in complete charge of all matters relating to law enforcement and to its administration, including assignment of duty and responsibilities to all employees.
- D. Shall interview and consider applications for employment of all employees and shall make all hiring and termination decisions.
- E. Shall discipline all employees, sworn, and non-sworn.
- F. Shall be responsible for all labor grievance matters. Such actions shall be in accordance with the laws of the State of Minnesota and outstanding contractual agreements governing the same.

<u>Subdivision 2</u>. The Chief of Police shall be responsible for developing new job descriptions for various positions within the department deemed necessary for the efficient operation of the department.

<u>Subdivision 3</u>. It shall be the duty and responsibility of the Chief of Police to communicate directly with the respective councils of the member cities in the event the Chief of Police deems it necessary to receive direction on any matter arising out of or involving the jurisdiction of any particular council.

<u>Subdivision 4</u>. All police officers Committee, including the Chief of Police, shall enforce and be provided authority to enforce the laws of the parties to this Agreement through proper action of the council of said parties. The Committee shall assume all obligations with regard to Worker's Compensation, PERA, withholding tax, insurance, union negotiations, fringe benefits, Social Security, and the like for all employees including the Chief of Police, all police officers, community service officers, and administrative staff.

Section 13: Prosecution - Violation of Ordinances & Laws

The respective parties to this Agreement shall be responsible for and pay the cost of all prosecutions for violations occurring within their respective boundaries which are subject to prosecution by a party's municipal attorney, including expenses incurred by reason of police officers making their services available for court appearances in such prosecutions. All returns of fines from district court shall be the sole property of the party in whose jurisdiction the offense occurred.

Section 14: Dispute Resolution

When any party has a dispute regarding the Agreement, that party may initiate a dispute resolution process by submitting a written statement outlining the dispute to the Committee at one of its regularly scheduled meetings. The members of the Committee will then bring that dispute to their respective councils at their normally scheduled council meetings. The Committee will meet to discuss the dispute at its next regularly scheduled meeting after the councils of all parties have reviewed the statement of dispute at their regularly scheduled council meetings; the Committee has a 90-day period to resolve the dispute commencing with this meeting.

If the dispute is not resolved within the 90-day period, the aggrieved party has the right to demand that the Committee forward the dispute to an appropriate mediation service. The costs of the mediator will be paid for by the aggrieved party unless decided otherwise by majority consent of the Committee.

If the mediation process does not bring consensus regarding resolution of the disputed issue, the aggrieved party may submit the issue to binding arbitration 90 days following the commencement of mediation. This date may be extended with unanimous consent of the Committee. The aggrieved party's right to submit the dispute to arbitration expires 150 days after the commencement of mediation. This expiration deadline can be extended with unanimous consent of the Committee. The parties shall share the cost of the arbitration process in the same proportion as they are sharing the operating budget at the time the dispute resolution process is initiated. Each party shall bear the costs of its own representation in the mediation and arbitration processes. The arbitrator or arbitration panel shall be selected by mutual agreement of the parties and shall have the authority to order that any party bringing a frivolous or unfounded dispute be required to pay the costs of the arbitration process. The provisions of Minn. Stat. § 549 .211 shall be used to determine whether a dispute is frivolous or unfounded. In the event that the parties cannot agree on an arbitrator or arbitration panel within 30 days of the date on which the aggrieved party initiates arbitration, the aggrieved party shall select one arbitrator, the other parties shall select another, and the two selected arbitrators shall select a third.

Repeal of Memorandum of Understanding

Adam Jennings, Mayor

The Memorandum of Understanding dated February 13, 2002 is hereby repealed.

The Cities of Excelsior, Greenwood, Shorewood, and Tonka Bay have caused this Agreement to be executed in their behalf by their proper officers duly authorized by resolution of their respective city councils.

BY THE CITY OF EXCELSIOR

Todd R. Carlson, Mayor

Date

BY THE CITY OF GREENWOOD

Debra J. Kind, Mayor

Date

BY THE CITY OF SHOREWOOD

Jennifer Labadie, Mayor

Date

BY THE CITY OF TONKA BAY

Date

Exhibit A

Referenced in Section 7

ARBITRATION REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2017-2021

Revised 02-05-16

POPULATION BASELINE							
							% of
	2005	2006	2007	2008	2009	Average	Avg. Total
Excelsior	2,380	2,395	2,437	2,382	2,360	2,391	19.4371%
Greenwood	759	814	818	804	806	800	6.5056%
Shorewood	7,551	7,499	7,611	7,582	7,618	7,572	61.5616%
Tonka Bay	1,545	1,525	1,534	1,532	1,549	1,537	12.4957%
	12,235	12,233	12,400	12,300	12,333	12,300	100.0000%

TAX CAPACIT	TAX CAPACITY BASELINE								
							% of		
	2006	2007	2008	2009	2010	Average	Avg. Total		
Excelsior	3,334,776	3,917,784	4,245,911	4,397,510	4,235,792	4,026,355	13.3040%		
Greenwood	2,447,073	2,894,806	3,377,856	3,688,315	3,713,570	3,224,324	10.6539%		
Shorewood	14,477,835	16,319,066	17,798,714	18,513,585	18,269,931	17,075,826	56.4224%		
Tonka Bay	4,609,014	5,358,772	6,148,162	6,748,501	6,824,277	5,937,745	19.6197%		
	24 868 698	28 490 428	31 570 643	33 347 911	33 043 570	30 264 250	100 0000%		

ICR BASELINE							
							% of
	2006	2007	2008	2009	2010	Average	Avg. Total
Excelsior	2159	2044	2316	2086	2150	2,151	35.3597%
Greenwood	341	352	382	352	385	362	5.9574%
Shorewood	3142	2823	3190	2928	2831	2,983	49.0334%
Tonka Bay	596	537	695	598	509	587	9.6495%
	6,238	5,756	6,583	5,964	5,875	6,083	100.0000%

			_	Column A
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for
	2005-2009	2006-2010	2006-2010	5-Year Avg
Excelsior	6.4790%	4.4347%	11.7866%	22.7003%
Greenwood	2.1685%	3.5513%	1.9858%	7.7056%
Shorewood	20.5205%	18.8075%	16.3445%	55.6725%
Tonka Bay	4.1652%	6.5399%	3.2165%	13.9216%
TOTAL	33.3332%	33.3334%	33.3334%	100.0000%

In 2021 the formula will be adjusted for 2022-2026 using Column B percentages as the new baseline numbers for Column A. The numbers for the new averages will be from 2015 to 2019 for population and from 2016 to 2020 for tax capacity and ICRs.

Going forward the same reallocation formula is used every 5 years.

Tax Capacity Source: Hennepin County 'Adjusted Net Tax Capacity' ICR Source: SLMPD - does not included citations Population Source: Met Council

POPULATION 2010-2014										
						% of				
2010	2011	2012	2013	2014	Average	Avg. Total				
2,188	2,203	2,235	2,284	2,273	2,237	18.9299%				
688	688	698	693	689	691	5.8501%				
7,307	7,312	7,438	7,524	7,425	7,401	62.6413%				
1 / 75	1 /177	1 /00	1 /102	1 / 1 / 1 / 1	1 / 1 / 1 / 1 / 1	12 5787%				

11,993

11,875

11,815 100.0000%

11,870

11,680

11,658

TAY 0 A DA OITY 0044 0045

TAX CAPACITY 2011-2015									
						% of			
2011	2012	2013	2014	2015	Average	Avg. Total			
3,779,156	3,716,579	3,579,833	3,649,970	4,226,786	3,790,465	13.3031%			
3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%			
16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%			
6,353,445	5,988,563	5,554,383	5,356,098	5,796,033	5,809,704	20.3898%			
30,288,115	28,785,516	27,333,805	26,767,246	29,291,307	28,493,198	100.0001%			

ICRs 2011-201	5					
						% of
2011	2012	2013	2014	2015	Average	Avg. Total
1951	2116	2192	2693	2354	2,261	35.6634%
286	270	332	360	401	330	5.2016%
2680	2610	3284	3373	3175	3,024	47.7005%
659	606	677	822	861	725	11.4346%
5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

			_	Column B	Column C	Column D	
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for	Difference	Arbitration	C+D = New
	2010-2014	2011-2015	2011-2015	5-Year Avg	Col. A & B	Allocation	Allocation
	6.3100%	4.4344%	11.8878%	22.6322%	-0.0681%	27.0000%	26.9319%
ı	1.9500%	3.6906%	1.7339%	7.3745%	-0.3311%	8.0000%	7.6689%
	20.8804%	18.4118%	15.9002%	55.1924%	-0.4801%	50.0000%	49.5199%
	4.1929%	6.7966%	3.8115%	14.8010%	0.8794%	15.0000%	15.8794%
ı	33.3333%	33.3334%	33.3334%	100.0001%		100.0000%	100.0001%

South Lake Minnetonka Police Department Joint Powers Agreement

TO PROVIDE FULL-TIME POLICE PROTECTION AND SERVICE FOR THE CITIES OF EXCELSIOR, GREENWOOD, SHOREWOOD, AND TONKA BAY

DRAFT 03.23.21 FOR 01.01.24 EFFECTIVE DATE



The parties to this <u>Joint Powers</u> Agreement <u>("JPA" or "Agreement")</u> are <u>the municipalities of Excelsior, Greenwood, Shorewood, and Tonka Bay of the State of Minnesota which have the responsibility for providing for law enforcement within their respective cities so as to enforce the ordinances of these cities and the laws of the State of Minnesota. <u>The original police department JPA for the parties was executed in 1973.</u> This <u>updated</u> Agreement is made pursuant to Minnesota Statutes, Section 471.59.</u>

Section 1: General Purpose

The general purposes of this Agreement are to provide for the continue employment of a full-time Chief of Police to act on behalf of the parties to this Agreement and to provide said person with such assistance to the Chief of Police Chief of Police in the form of police officers, community service officers, administrative staff, police facility, equipment, and supplies as may be necessary so as to provide the parties with law enforcement services in the discharge of the duties imposed upon said municipalities to protect and serve the health and welfare of their citizens and property located within their cities. It is the opinion of the parties to this Agreement that continued joint action to operate a joint police department in employing and creating a joint police force to serve the four communities will continue to result in a higher standard of police service, closer control of the police force by the municipalities it serves, and in the long run more efficiency and financial savings to the communities.

Section 2: Definition of Terms

For the purpose of this Agreement, the terms in this section shall have the following meanings: given them.

- A. "Committee" means the organization created under this Agreement, the full name of which is the "Coordinating Committee for the South Lake Minnetonka Police Department Public Safety."
- B. "Committeeman" "Committee member" means a member of the Committee. There shall be one Committeeman member from each governmental unit which is a party to this Agreement, which Committeeman member shall be the mayor of said governmental unit. An alternate may be appointed to serve when the mayor is unable to attend the meetings of the Committee.
- C. "Council" means the governing body of the governmental unit which is a party to this Agreement.
- D. "Governmental unit" means a city or municipality.
- E. "Operating Committee" means the chief administrative officer of each of the parties.
- F. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- G. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- H. "Party" means governmental unit which enters into this Agreement.
- I. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- J. "Unanimous agreement of the parties" means that the measure is approved by a majority vote of council members

 present at the council meetings of each of the parties. If one or more of the councils does not approve the measure on
 a majority vote, there is no unanimous agreement.
- K. "Ad Valorem basis" shall mean that each party shall pay for a share of the expenses equal to its percentage of the total property tax capacity of the parties to this Agreement as published annually by Hennepin County.

Section 43: Governing Body

<u>Subdivision 1</u>. The Committee, consisting of one Committeeman member from each party, shall be the governing body. Each Committeeman member shall have an equal voice in the affairs of the Committee.

Subdivision 2. The person holding the office of mayor of a party to this Agreement shall be a Committeeman member and serve on the Committee as representative of said party, An alternate Committeeman member may be appointed by the

South Lake Minnetonka Joint Powers Agreement $\,\mid\,$ DRAFT 03.23.21 FOR 01.01.24 EFF DATE $\,\mid\,$ Page 1 of 8

council of each party from the members of said council to serve for a term of one calendar year and represent said party on the Committee in the absence of the mayor <u>if</u> The Committee <u>man member</u> and alternate shall serve without compensation from the Committee

Subdivision 3. A majority of the Committeemen members shall constitute a quorum at meetings of the Committee.

Subdivision 4. A vacancy on the Committee shall be filled by the council of the parties whose position on the Committee is vacant. No Committeeman member shall be eligible to vote on behalf of his her party during the time that such party is in default on any financial payment required to be paid under the terms of the Agreement nor shall the vote of such party be counted for the purposes of determining a quorum.

Section 54: Execution of Agreement, Meetings, Election of Officers & Meetings

<u>Subdivision 1</u>. Each party shall execute this Agreement through its proper officers by authority conferred by the governing body of the governmental unit. The clerk of such parties shall duly file an executed copy of this Agreement with the clerk of each of the other parties with a certified copy of the Resolution. COVERED BY SIGNATURE PAGE

Subdivision 1. The chair and vice chair shall be determined on a rotating basis at the first meeting of each year. The chair shall facilitate meetings and execute all financial and legal instruments of the Committee. The vice chair shall assume all duties of the chair in the event the chair is unable to fulfill the duties of the position.

Subdivision 2. Regular meetings of the Committee shall be held once each quarter as follows: The second Wednesday of January, the second Wednesday of April, the second Wednesday of July, and the second Wednesday of October. Any regular meeting date may be rescheduled by unanimous agreement of Committee members. The purpose of the regular meetings shall be to set budgets, review expenditures, and discous / take action on other operating matters. Special meetings shall be at the call of any Committeeman_member.; Notice of such a meeting shall be posted and provided by the SLMPD in accordance with state statutes, sent to the clerk of the parties to this Agreement and shall be mailed at least three days prior to the date of the meeting.

Subdivision 3. Business of the Committee shall be conducted according to Roberts Rules of Order.

Section 65: Powers & Duties of the Committee

Subdivision 1. The powers and duties of the Committee shall include the powers set forth in this section.

<u>Subdivision 2</u>. It shall establish qualifications and duties for the position of Chief of Police of the <u>SLMPD-parties</u>.

<u>Subdivision 3</u>. It shall hire said person to act as Chief of Police for the <u>SLMPD parties</u> at such salary and in accordance with such terms and conditions of employment as it shall determine. <u>It also has the authority to discipline and terminate the Chief of Police</u>.

<u>Subdivision 4.</u> It shall provide office space, equipment, and supplies as necessary to accomplish the duties and responsibilities of law enforcement within the boundaries of the parties.

<u>Subdivision 5</u>. Upon recommendation of the Chief of Police, the Committee shall approve the employment of such other persons to assist the Chief of Police as is required for the purpose of creating a full-time police force to enforce the ordinances and laws of the State of Minnesota within the boundaries of the parties.

Subdivision 65. It shall make a financial accounting and report to the parties at least twice each year. It shall select a qualified accounting / auditing firm to prepare financial statements and conduct an annual financial audit. All of its books, reports, and records shall be available for and open to examination by the parties at all-reasonable times.

<u>Subdivision 7</u>. It shall designate a deputy chairman from among the Committeemen. It shall designate and appoint a clerk-treasurer to serve the Committee who need not be a member of the Committee.

<u>Subdivision 86.</u> It may accumulate reasonable reserve funds for the purposes as here in provided and it may invest funds of the Committee not currently needed for its operations in a manner and subject to the laws of Minnesota applicable to cities

<u>Subdivision 97</u>. It may collect monies from parties subject to this Agreement. It may recommend changes in this Agreement to the parties which shall be effective, however, only upon <u>unanimous</u> agreement of the governing bodies of all parties.

<u>Subdivision 408</u>. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

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Section 6: Operating Committee

The powers and duties of the operating Committee shall include the following:

- A. Advising the Coordinating Committee.
- B. Meeting with the Chief of Police once per month.
- C. Participating in labor negotiations on a rotating basis.
- D. Other duties and projects as assigned by the Coordinating Committee.

Section 7: Financial Matters

Subdivision 1. Except as otherwise provided herein, the Committee funds may be expended by the Committee in accordance with procedures established by law for the expenditure of funds by Minnesota cities. Orders, checks, and dats:halbesignedbysteettwopesons.who:halbedsignetdbyseettinostheCommittee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.committee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.committee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.committee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.committee.com/thecarefwhomAuthorizedsignesshalbetheCommittee.com/thecarefwhomAuthorize

Subdivision 2.

A. The doctor for information of the fraction of the fraction of the formula of t

Excelsior 27% Greenwood 8% Shorewood 50% Tonka Bay 15%

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- B. The operations funding percentages shall continue to be reviewed and adjusted, if necessary, in five-year increments

 the operations funding percentages shall continue to be reviewed and adjusted, if necessary, in five-year increments

 shall be adjusted, if necessary, in five-year increments

 shall be
- That the funding formula adjustments, which are referenced in paragraph 2 shall, if necessary, be applied beginning January 1, 2012. There shall be an adjustment every five years based on the net differences, if any, between the data established at the commencement of each five year period and the immediately subsequent five year averages of the Member Cities' tax capacity, population, and ICR statistics. In 2011, these three factors shall be compared to the 2005 tax capacity and ICRs of Member cities and the 2004 population statistics with equal weight to each factor. These adjustments do not result in a shift to a formula based purely on tax capacity, population, and ICR statistics but are only used to adjust the funding percentages for each party incrementally the formula set out in paragraph 1, to the extent the three factors differ from the previously established data.
- C. Each Member City shall fund the SLMPD the full amount of the allocation pursuant to the terms of the JPA.
- D. The Approved Annual Operating Budget for each year shall be determined in advance by unanimous agreement of the parties. If the parties do not unanimously agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year's Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget:
 - a) The increase in the region's Consumer Price Index for All Urban Customers (CPI-U) based on the previous June-buneriformationavable on the previous 12 morthprice of the Index of the Ind
 - b) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the parties over the levy limit for that party for the prior year.
 - c) In the event that (a) or (b) decreases, the operating budget shall remain the same.

The above (a), (b), and (c) formula applies paragraphs apply only to operating expenses not governed by wage or benefit increases required by any union contracts. All parties must pay wage or benefit increases as required by union contracts; other consisting the contract of the contrac

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unanimous agreement of the parties. as mutually agreed by all parties. Agreement to provide such supplemental services shall not be unreasonably withheld.

Section 8: Duration

A. Term of Agreement and Withdrawal.

parties. take effect January 1, 1998 and continue through December 31, 2023.

i)—This Agreement shall take effect January 1, 2024 and continue unless amended by unanimous agreement of the parties. take effect January 1, 1998 and continue through December 31, 2023.

Section 9: Adding Parties

Shikim Retaile Que method of the parties to this Agreement under the following conditions.

Subdivision 2. ADD LANGUAGE that describes the process of another entity joining the JPA. Does each city council get a say in adding a city or just the Committee? What about the immediate increase in expenses (additional personnel, equipment, etc.) experienced by the JPA if a new city were to come on board but the revenue will not immediately pay for those new expenses? If another city who has a police department wants to join the JPA, would we require all of them to go through a hiring process? Etc...

Subdivision 2. Each party shall execute this Agreement through its proper officers by authority conferred by the governing body of the governmental unit. The clerk of such parties shall duly file an executed copy of this Agreement with the clerk of each of the other parties with a certified copy of the Resolution approving this agreement.

Section 10: Withdrawal

Subdivision 1. Any party may withdraw from this Agreement subject to the provisions below:

- A. Written notice of withdrawal must be made by filing notice with the Committee by May 1 for withdrawal commencing January 1 twenty months after May 1.
 - (1) Notice after May 1 will require the withdrawing party to wait an additional year.
 - (2) Notice before May 1 will not advance the commencement of the withdrawal; withdrawal will commence on January 1 twenty months after May 1.
- B. All capital equipment (that was purchased under the bond) remains the property of the SLMPD.
- C. All officers and staff remain employees of the SLMPD.
- D. Any withdrawing party shall continue paying the same portion of the ongoing payment the SLMPD makes to retire the debt incurred in 2002 to finance construction of the police building as required by the formula in effect at the time of written notice of withdrawal. A withdrawing party shall have an ownership interest in the building commensurate with the percentage of its debt retirement payments (both before and after withdrawal) are of the total debt retirement payments made by the SLMPD. The ownership interest shall not include a right of use or occupation but shall entitle the party to its pro rata share of any revenue generated through the lease, sale, or other conveyance of the building. A withdrawing party's payments on the debt shall end upon retirement of the debt or upon addition of a new party to this Agreement.
- E. One-Time Exception. Any party may withdraw from this Agreement by providing written notice to the other parties of its a intent to do so within 60 days after the date of the award resulting from the operating costs allocation arbitration referred to in the Proposal is issued. Such notice shall entitle a withdrawing party to leave the JP A effective December 31, 2007 without complying with the notice requirements of paragraph A.ii.a. above but subject to the remaining requirements in this paragraph A.ii. Upon the effective date of the withdrawal, a withdrawing party shall have no further obligation to contribute to the operating budget for the SLMPD.
- F. Ownership of the SLMPD Facility. If this Agreement has expired or has been otherwise terminated by the time ownership of the SLMPD facility constructed in 2003 shall transfer to the Committee pursuant to the agreements executed in association with the financing of the facility, then ownership shall transfer to whatever entity has been designated by the parties as the successor to the Committee in proportion to the contributions made by each party to the total expense of planning, financing, and construction of the facility.

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South Lake Minnetonka Joint Powers Agreement | DRAFT 03.23.21 FOR 01.01.24 EFF DATE | Page 4 of 8

Subdivision 2. In the event the corporate existence of a party is terminated, or a party is consolidated with another municipality not a party to this Agreement, then the obligations of such party hereunder shall cease as of the effective date of such termination or consolidation. If said effective date shall occur at a time other than the end of a budget year, the withdrawing party's financial obligation for the budget year in progress at the time of said effective date shall be pro-rated for such budget year as of said effective date. The withdrawal of a party under this subdivision shall not automatically terminate this Agreement or the obligations of the remaining parties. Following such a withdrawal, the percentage of the approved budget payable by each of the remaining parties for each ensuing budget year during the term of the Agreement shall be adjusted such that each party's percentage remains in the same proportion to that of the other remaining parties. as originally established under Section 7 hereinabove; accordingly, The adjusted percentage for each remaining party shall be calculated by dividing a party's percentage, as hereinabove set forth in Section 7, by the sum of the percentages of all remaining parties.

In the event of withdrawal of a party under this subdivision the remaining parties will establish a new budget for the remainder of the year pursuant to the provisions of Section 7, Subd. 2 hereinabove.

Section 11: Dissolution

Subdivision 2. Cash assets and proceeds from non-cash assets held by the Committee at the time of dissolution-or withdrawal of any party to this Agreement shall be divided and distributed to the parties in proportion to the contributions made by the parties to the total cost of law enforcement during the period of this Agreement. If the cities cannot agree with respect to the value of non-cash assets, two appraisers will be selected by the Committee to appraise the non-cash assets. The two appraisers so selected will select a third appraiser. The values as determined by a majority of the appraisers shall be attributed to the non-cash assets in question.

Section 912: Officers & Employees

<u>Subdivision 1</u>. The Chief of Police employed by the Committee shall serve as Chief of the <u>SLMPD parties hereto-and he</u> shall have the following duties and be invested with the following authority:

- A. He-Shall be in full and complete charge of all personnel matters and employees of the department including sworn and non-sworn.
- B. He Shall set and determining degree of service and standards of performance of police officers and non-sworn employees.
- C. He-Shall be in complete charge of all matters relating to law enforcement and to its administration, including assignment of duty and responsibilities to all employees.
- D. He Shall act for the Committee in interviewing and considering applications for employment of all employees, and he shall make all hiring and termination decisions his recommendation to the Committee of the person who in his judgment is best qualified to fill any employment vacancy.
- E. He Shall act for the Committee in discipling all employees, sworn, and non-sworn.
- F. He Shall be the Committee's representative on responsible for all labor grievance matters, and he shall recommend to the Committee all action which in his opinion is appropriate to be taken to discipline officers or to discharge officers. Such recommendations actions shall be in accordance with the laws of the State of Minnesota and outstanding contractual agreements governing the same.

<u>Subdivision 2</u>. The Chief of Police shall be responsible for developing <u>from time to time new job descriptions</u> for various positions within the department <u>he deems deemed necessary</u> for the efficient operation of the department.

<u>Subdivision 3</u>. It shall be the duty and responsibility of the Chief of Police to communicate directly with the respective councils of the member cities in the event <u>he-the Chief of Police</u> deems it necessary to receive direction on any matter arising out of or involving the jurisdiction of any particular council.

Subdivision 4. All police officers employed by the Committee, including the Chief of Police, shall enforce and be provided authority to enforce the laws of the parties to this Agreement through proper action of the council of said parties. The Committee shall assume all obligations with regard to Worker's Compensation, PERA, withholding tax, insurance, union negotiations, fringe benefits, Social Security, and the like for all employees including the Chief of Police, and all police officers, community service officers, and administrative staff, assigned to assist him in the performance of law enforcement duties within the boundaries of the parties hereto.

Section 4013: Prosecution – Violation of Ordinances & Laws

The respective parties to this Agreement shall be responsible for and pay the cost of all prosecutions for violations occurring within their respective boundaries which are subject to prosecution by a party's municipal attorney, including

expenses incurred by reason of police officers making their services available for court appearances in such prosecutions. All returns of fines from district court shall be the sole property of the party in whose jurisdiction the offense occurred.

Section 4414: Dispute Resolution

When any party has a dispute regarding the Agreement, that party may initiate a dispute resolution process by submitting a written statement outlining the dispute to the Committee at one of its regularly scheduled meetings. The members of the Committee will then bring that dispute to their respective councils at their normally scheduled council meetings. The Committee will meet to discuss the dispute at its next regularly scheduled meeting after the councils of all parties have reviewed the statement of dispute at their regularly scheduled council meetings; the Committee has a 90-day period to resolve the dispute commencing with this meeting.

If the dispute is not resolved within the 90-day period, the aggrieved party has the right to demand that the Committee forward the dispute to an appropriate mediation service. The costs of the mediator will be paid for by the aggrieved party unless decided otherwise by majority consent of the Committee.

If the mediation process does not bring consensus regarding resolution of the disputed issue, the aggrieved party may submit the issue to binding arbitration 90 days following the commencement of mediation. This date may be extended with unanimous consent of the Committee. The aggrieved party's right to submit the dispute to arbitration expires 150 days after the commencement of mediation. This expiration deadline can be extended with unanimous consent of the Committee. The parties shall share the cost of the arbitration process in the same proportion as they are sharing the operating budget at the time the dispute resolution process is initiated. Each party shall bear the costs of its own representation in the mediation and arbitration processes. The arbitrator or arbitration panel shall be selected by mutual agreement of the parties and shall have the authority to order that any party bringing a frivolous or unfounded dispute be required to pay the costs of the arbitration process. The provisions of Minn. Stat. § 549 .211 shall be used to determine whether a dispute is frivolous or unfounded. In the event that the parties cannot agree on an arbitrator or arbitration panel within 30 days of the date on which the aggrieved party initiates arbitration, the aggrieved party shall select one arbitrator, the other parties shall select another, and the two selected arbitrators shall select a third.

Repeal of Memorandum of Understanding

The Memorandum of Understanding dated February 13, 2002 is hereby repealed.

- It is the general intent of the Cities to explore during the first half of the amended term of the JPA (January 1, 1998 to December 31, 2023), through special legislation or other means, a vehicle of providing law enforcement services to the South Lake Minnetonka area that are funded on an ad valorem basis.
- 2. In the event that a new party is added to the JPA, it is the intent of the Cities that the JPA will be amended to provide that each party's annual SLMPD costs for operations shall change from the formula in the current JPA to the ad valorem formula used for expenses associated with construction of the new police facility no later than the date on which the Excelsior Fire District completes its transition to an ad valorem funding formula.

Public Safety Facilities Cooperation Agreement

On February 13, 2002, the SLMPD cities and Excelsior Fire District cities entered into a separate Cooperation Agreement with the Shorewood Economic Development Authority for the financing of the construction and equipping two fire stations and a police station.

The Cities of Excelsior, Greenwood, Shorewood, and Tonka Bay have caused this Agreement to be executed in their behalf by their proper officers duly authorized by resolution of their respective city councils.

BY THE CITY OF EXCELSIOR	
Todd R. Carlson, Mayor	Date

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BY THE CITY OF GREENWOOD	
Debra J. Kind, Mayor	Date
BY THE CITY OF SHOREWOOD	
Jennifer Labadie, Mayor	Date
BY THE CITY OF TONKA BAY	
Adam Jennings, Mayor	Date

Exhibit A

Referenced in Section 7

ARBITRATION REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2017-2021 Revised 02-05-16

POPULATION BASELINE									
	2005	2006	2007	2008	2009	Average	% of Avg. Total		
Excelsior	2,380	2,395	2,437	2,382	2,360	2,391	19.4371%		
Greenwood	759	814	818	804	806	800	6.5056%		
Shorewood	7,551	7,499	7,611	7,582	7,618	7,572	61.5616%		
Tonka Bay	1,545	1,525	1,534	1,532	1,549	1,537	12.4957%		
	12,235	12,233	12,400	12,300	12,333	12,300	100.0000%		

TAX CAPACITY BASELINE								
	2006	2007	2008	2009	2010	Average	% of Avg. Total	
Excelsion	3,334,776	3,917,784	4,245,911	4,397,510	4,235,792	4,026,355	13.3040%	
Greenwood	2,447,073	2,894,806	3,377,856	3,688,315	3,713,570	3,224,324	10.6539%	
Shorewood	14,477,835	16,319,066	17,798,714	18,513,585	18,269,931	17,075,826	56.4224%	
Tonka Bay	4,609,014	5,358,772	6,148,162	6,748,501	6,824,277	5,937,745	19.6197%	
	24,868,698	28,490,428	31,570,643	33,347,911	33,043,570	30,264,250	100.0000%	

ICR BASELINE							
							% of
	2006	2007	2008	2009	2010	Average	Avg. Total
Excelsior	2159	2044	2316	2086	2150	2,151	35.3597%
Greenwood	341	352	382	352	385	362	5.9574%
Shorewood	3142	2823	3190	2928	2831	2,983	49.0334%
Tonka Bay	596	537	695	598	509	587	9.6495%
	6,238	5,756	6,583	5,964	5,875	6,083	100.0000%

				Column A
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for
	2005-2009	2006-2010	2006-2010	5-Year Avg
Excelsior	6.4790%	4.4347%	11.7866%	22.7003%
Greenwood	2.1685%	3.5513%	1.9858%	7.7056%
Shorewood	20.5205%	18.8075%	16.3445%	55.6725%
Tonka Bay	4.1652%	6.5399%	3.2165%	13.9216%
TOTAL	33.3332%	33.3334%	33.3334%	100.0000%

In 2021 the formula will be adjusted for 2022-2026 using Column B percentages as the new baseline numbers for Column A The numbers for the new averages will be from 2015 to 2019 for population and from 2016 to 2020 for tax capacity and ICRs.

Coing forward the same reallocation formula is used every 5 years.

Tax Capacty Source: Hennepin County 'Adjusted Net Tax Capacty'
ICR Source: SLMPO - does not included dations
Population Source: Mel Cound

PO	PULATION :	2010-2014					
	2010	2011	2012	2013	2014	Average	% o Avg. Tota
	2,188	2,203	2,235	2,284	2,273	2,237	18.9299%
	688	688	698	693	689	691	5.8501%
	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
	11,658	11,680	11,870	11,993	11,875	11,815	100.0000%

TAX CAPACITY 2011-2015							
						% of	
2011	2012	2013	2014	2015	Average	Avg. Total	
3,779,156	3,716,579	3,579,833	3,649,970	4,226,786	3,790,465	13.3031%	
3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%	
16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%	
6,353,445	5,988,563	5,554,383	5,356,098	5,796,033	5,809,704	20.3898%	
30,288,115	28,785,516	27,333,805	26,767,246	29,291,307	28,493,198	100.0001%	

ICRs 2011-2015						
						% of
2011	2012	2013	2014	2015	Average	Avg. Total
1951	2116	2192	2693	2354	2,261	35.6634%
286	270	332	360	401	330	5.2016%
2680	2610	3284	3373	3175	3,024	47.7005%
659	606	677	822	861	725	11.4346%
5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

		-	Column B	Column C	Column D	
1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for	Difference	Arbitration	C+D = New
2010-2014	2011-2015	2011-2015	5-Year Avg	Col. A & B	Allocation	Allocation
6.3100%	4.4344%	11.8878%	22.6322%	-0.0681%	27.0000%	26.9319%
1.9500%	3.6906%	1.7339%	7.3745%	-0.3311%	8.0000%	7.6689%
20.8804%	18.4118%	15.9002%	55.1924%	-0.4801%	50.0000%	49.5199%
4.1929%	6.7966%	3.8115%	14.8010%	0.8794%	15.0000%	15.8794%
33.3333%	33.3334%	33.3334%	100.0001%		100.0000%	100.0001%