



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, April 14, 2021.**

From 5:45 p.m. – 6:15 p.m., the meeting will be in closed session pursuant to MN statute 13D.03.

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 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.

Mike Meehan is inviting you to a scheduled Zoom meeting.

*Topic: SLMPD Coordinating Committee Quarterly Meeting
Time: Apr 14, 2021 05:30 PM Central Time (US and Canada)*

Join Zoom Meeting

<https://us02web.zoom.us/j/81614499941?pwd=aVJFRFlIWFBUMNvSVNTOTNhSENmQT09>

Meeting ID: 816 1449 9941

Passcode: 488876

One tap mobile

*+13126266799,,81614499941#,,,,*488876# US (Chicago)*

*+16465588656,,81614499941#,,,,*488876# US (New York)*

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 816 1449 9941

Passcode: 488876

Find your local number: <https://us02web.zoom.us/j/kenmyHI2c3>

Serving the South Lake Minnetonka Communities of Excelsior, Greenwood, Shorewood and Tonka Bay



SOUTH LAKE MINNETONKA
POLICE DEPARTMENT

24150 SMITHTOWN ROAD
SHOREWOOD, MN 55331-8598

Mike Meehan
Chief of Police

Office (952) 474.3261
Fax (952) 474.4477

**Coordinating Committee Meeting
Quarterly Meeting Agenda
5:30 p.m. Wednesday, April 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: January 13, 2021 – Quarterly Meeting
 - B. Verifieds: January-March 2021
 - C. Excelsior Park & Dock Contract
3. MATTERS FROM THE FLOOR
4. 2020 AUDIT – STUART BONNIWELL, C.P.A.

CLOSED SESSION – 5:45 P.M.

5. 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 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.

A. CHIEF'S SALARY

REGULAR MEETING RESUMES – OPEN SESSION – 6:15 P.M.

6. ACTION RELATED TO CLOSED SESSION
7. EMBEDDED SOCIAL WORKER PROGRAM
8. REVIEW JOINT POWERS AGREEMENT
 - A. Motion to create a clean working document
9. ADJOURNMENT

REMAINING MEETING DATES FOR 2021: July 14, 2021; October 13, 2021

Serving the South Lake Minnetonka Communities of Excelsior, Greenwood, Shorewood, and Tonka Bay

SUMMARY MINUTES

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

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

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

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

2. CONSENT AGENDA

- A. Summary Minutes
 - (1) October 14, 2020 – Quarterly Meeting
- B. Verifieds
 - (1) October – December 2020 - Verifieds

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

3. UNION NEGOTIATIONS – CLOSED SESSION

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 consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals. The meeting must be electronically recorded. The recordings must be preserved for at least 2 years for the contract is signed.

Mayor Kind motioned to move to closed session at 5:34 p.m. Mayor Labadie seconded. Motion passed 4/0.

Moved to regular session at 5:53 p.m.

- A. Discussion of union negotiations

Mayor Carlson motioned to authorize Chair Kind, Chief Meehan, and Excelsior City Manager Luger to authorize agreement discussed in closed session on behalf of the Coordinating Committee. Mayor Labadie seconded. Motion passed 4/0.

4. 2021 HOUSEKEEPING MATTERS

- A. Reviewed housekeeping matters

Mayor Jennings motioned to approve items A-F of the housekeeping matters, with the update to letter F to Mary Tiegen and accept the alternates read. Mayor Carson seconded. Motion passed 4/0.

5. MATTERS FROM THE FLOOR - None

Welcome of Mayor Labadie & Mayor Jennings

All 4 mayors gave backgrounds of themselves & how they came to serve the public

6. CHIEF'S PERFORMANCE REVIEW

- A. Historically committee authorizes to contract with Lisa Sorenson for a performance review; every 3 years - \$600
- B. Authorize administrator to conduct a salary study for the chief to remain competitive

Mayor Carlson motioned to authorize performance review for Chief Meehan, as well as review of chief salary. Mayor Jennings seconded. Motion passed 4/0.

Mayor Kind to contact Lisa Sorenson to set up the review.

7. CHIEF'S SALARY – Integrated with chief's performance review

8. LT.'S SALARY

- A. Negotiations with sergeants moving towards 10% compression from top patrol & beginning sergeant
- B. Mayor Kind and City Manager Luger recommended salary structure to be instituted June 1, 2021, as current Lt. is set to retire in May 2021
- C. Wants to have salaries that aspire current employees to want to move up
- D. Possibly look at a Lt. contract on Jun 1, as that position is not part of the union contract

Mayor Jennings motioned to institute the proposed Lt. salary structure, June 1, 2021. Mayor Labadie seconded. Motion passed 4/0.

9. SPECIAL EVENTS

- A. Chief Meehan to put together special event tiers for review by the Coordinating Committee at April meeting
- B. Review of legacy and non-legacy events
- C. Due to limited data for 2020 for special events, there is no way to show impact
- D. SLMPD officers are sometimes assigned special events for their regular shift
 - In union negotiations, officers brought up rates and possibly looking at different rates for the future events

Mayor Carlson motioned to extend discussion to April meeting. Mayor Labadie seconded. Motion passed 4/0.

Chief to send out structure & then at April meeting, see if there is more data to review.

10. CHIEF'S UPDATES

- A. Staffing
 - Currently have an ad posted for patrol officer
 - 2 officers currently on FTO
 - 1 officer out with COVID
 - Offered 1st wave of vaccination
 - Partnered with north group
 - 11 officers opted in
 - Booster will begin scheduling February 13
 - 13 of 16 sworn officers with immunity to COVID
- B. Hennepin County Chief of Police Association – West Command Mobile Field Force
 - Every law enforcement agency in Hennepin County, except for 2 agencies are participating
 - Offering 10% of force to participate
 - Training is ongoing; officers will be equipped to be on standby for civil unrest in the suburbs
 - Goal is to protect everyone's right to peaceful protest and protect the cities
 - Should be up and running by March or April

11. JPA DISCUSSION

- A. JPA expires on 12/31/2023; should start thinking about beginning discussion
- B. Mayor Kind to take amendments and create a clearer copy of the JPA in a word document that Coordinating Committee can review & distribute to city councils
- C. Current JPA allows other cities to join if they have a continuous border
 - Deephaven
- D. Chief Meehan to send out the following documents:
 - JPA documents, including request for clarification, arbitration decision, supplemental order, and documents from 2006
 - Separate agreement regarding the facility that covers both police and fire – facility will be paid off at the end of 2023
- E. Fire bonds expire 2/1/2023

Further discussion to occur after all documents have been distributed

12. REMAINING MEETING DATES FOR 2021

April 14, 2021; July 14, 2021; October 13, 2021

*****April meeting possibility in person, discuss as date becomes closer*****

13. ADJOURNMENT

Mayor Labadie motioned to adjourn at 6:40 p.m. Mayor Jennings seconded. Motion passed 4/0.

Respectfully submitted,

Laura Holtan
Administrator

6:57 AM
02/02/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Verifieds

January 2021

Type	Date	Num	Name	Memo	Amount
Check	01/01/2021	DebitCard	IACP	2021 Membership Dues	-190.00
Check	01/01/2021	20487	Lake Minnetonka ERU	SWAT Memberships	-2,550.00
Check	01/01/2021	20488	CornerHouse	2019 Membership Dues	-2,245.20
Check	01/01/2021	20489	Verizon	Monthly Services	-1,680.73
Check	01/01/2021	20490	LeadsOnline	Investigation System Service	-2,192.00
Check	01/01/2021	eftps	HealthPartners	Monthly Premium	-24,167.55
Check	01/01/2021	20496	NCPERS Group Life Insurance	Monthly Premium	-96.00
Check	01/01/2021	20556	Sun Life Financial	Monthly Premium	-252.50
Check	01/05/2021	20547	VOYA	Deferred Comp	-2,970.00
Check	01/05/2021	20550	Laughlin's Pest Control Company	Quarterly Pest Control	-145.00
Check	01/05/2021	20551	GSSC	Brivo Web Access	-526.20
Check	01/05/2021	20552	Republic Services	Monthly Service	-284.66
Check	01/05/2021	20553	LELS	Monthly Union Dues	-889.00
Check	01/05/2021	20554	BelayHost	E-mail Server Filterering	-208.35
Liability Check	01/06/2021		QuickBooks Payroll Service	Payroll Service on 01/05/2021	-14,674.72
Check	01/06/2021	eftps	Optum	HSA Contributions	-4,299.04
Check	01/07/2021	eftps	MN Department of Revenue	State Withholding Taxes	-523.00
Check	01/07/2021	eftps	IRS	Taxes	-1,704.60
Check	01/07/2021	eftps	PERA	Pension Contributions	-5,654.51
Check	01/07/2021	20558	Alliance Mechanical Services	Quarterly Billing	-1,020.00
Check	01/07/2021	DebitCard	Minnesota Sheriffs' Association	BWC Legal Issues	-80.00
Check	01/07/2021	eftps	Xcel Energy	Monthly Service	-3,676.26
Check	01/07/2021	DebitCard	Postmaster	Postage	-11.00
Check	01/09/2021	DebitCard	Intuit	Monthly Fee	-49.69
Check	01/10/2021	DebitCard	BCA	DMT - Moore	-75.00
Check	01/11/2021	DebitCard	Postmaster	Postage	-6.95
Check	01/13/2021	20559	Jim Douglas Photography	SLMPD Shoot	-378.00
Check	01/15/2021	DebitCard	Amazon.Com	Prime	-13.97
Check	01/18/2021	DebitCard	Delta Airlines	Inauguration Detail	-160.00
Check	01/19/2021	DebitCard	WEX BANK	Fleet Maintenance	-1,761.28
Check	01/19/2021	DebitCard	Amazon.Com	Kitchen Supplies	-33.86
Liability Check	01/20/2021		QuickBooks Payroll Service	Payroll Service on 01/19/2021	-44,056.80
Check	01/20/2021	20564	Symbol Arts	Wallet	-48.00
Check	01/20/2021	20565	Classic Cleaning Company	Cleaning Services	-695.00
Check	01/20/2021	20566	Ricoh USA, Inc.	Lease Fees	-300.96
Check	01/20/2021	20567	Office Depot	Supplies	-231.54
Check	01/20/2021	20568	Enterprise FM Trust	Fleet Maintenance	-3,737.04
Check	01/20/2021	20569	League of Minnesota Cities	PATROL Subscription	-1,890.00
Check	01/20/2021	20570	Emergency Medical Products, Inc.	Medical supplies	-135.54
Check	01/20/2021	20571	Sojourner	Advocacy Services	-4,000.00
Check	01/20/2021	20572	Symbol Arts	Badges	-322.50

6:57 AM
02/02/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Verifieds January 2021

Check	01/20/2021	20573	LMCC-TV	CC Meeting - 1/13/21	-100.00
Check	01/20/2021	20574	Hennepin County Treasurer	HC Care of Persons	-75.00
Check	01/20/2021	20575	HC Chiefs of Police Association	Mass Casualty Training	-455.00
Check	01/20/2021	20576	FP Mailing Solutions	Postmaster	-119.35
Check	01/20/2021	20577	B & N Automotive	Squad Repairs	-4,102.50
Check	01/20/2021	20578	Solar Shield, Inc.	Squad Repairs	-225.48
Check	01/20/2021	20580	City of Shakopee	SWMDTF Membership	-2,100.00
Check	01/20/2021	20581	Consolidated Communications	Monthly Service	-1,530.16
Check	01/20/2021	20582	Berkley Risk Administrators	Deductible	-1,069.01
Check	01/21/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,763.00
Check	01/21/2021	eftps	IRS	Taxes	-8,971.70
Check	01/21/2021	eftps	PERA	Pension Contributions	-18,895.36
Check	01/21/2021	eftps	Optum	HSA Contributions	-4,164.46
Check	01/21/2021	DebitCard	Amazon.Com	Admin Screen Replacement	-170.00
Check	01/21/2021	DebitCard	Amazon.Com	Admin Screen Replacement	-64.95
Check	01/22/2021	DebitCard	Postmaster	Postage	-17.80
Check	01/25/2021	20583	Terry A. Meland	Boiler Fees	-150.00
Check	01/25/2021	20584	Peterson Counseling & Consulting	Services Rendered	-1,470.00
Check	01/25/2021	20585	MHSRC/Range	Training	-445.00
Check	01/25/2021	20586	Office Depot	Supplies	-57.36
Check	01/25/2021	DebitCard	O'Reilly Auto Parts	Vehicle Supplies	-35.97
Check	01/26/2021	20587	State of Minnesota DVS	Vehicle Registration	-21.75
Check	01/26/2021	DebitCard	Amazon.Com	Stamp Replacement	-14.99
Check	01/26/2021	DebitCard	Amazon.Com	Kitchen Supplies	-21.98
Check	01/26/2021	DebitCard	Postmaster	Postage	-28.00
Check	01/27/2021	DebitCard	CopQuest Public Safety	NIK Test Kits	-56.41
Check	01/28/2021	20588	Excelsior Fire District	Sprinkler Permit	-461.55
Check	01/28/2021	20589	MN Chiefs of Police Association	CIT Series Training	-500.00
Check	01/28/2021	20590	City of Shorewood	2021 Property Insurance	-7,227.50
Check	01/28/2021	20591	Twin City Garage Door Co.	Repair Main Garage Door	-1,499.20
Check	01/28/2021	20592	Ancom Communications	Accessory Kit	-268.50
Check	01/28/2021	20593	Kenneth N. Potts	Forfeiture Proceeds	-693.97
Check	01/28/2021	20594	BCA	Employee Recruitment	-250.00
Check	01/28/2021	20595	Field Training Solutions	FTO Basic Training	-590.00
Check	01/28/2021	20596	Streicher's	Uniforms	-7,451.88
Check	01/28/2021	20597	Golz Accounting Services LLC	Payroll Services	-105.00
Check	01/29/2021	DebitCard	STORM Training Group	Report Writing	-796.00
Check	01/31/2021			Service Charge	-17.71
Total					-194,922.99

9:16 AM
03/02/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Verifieds February 2021

Type	Date	Num	Name	Memo	Amount
Check	02/01/2021	eftps	HealthPartners	Monthly Premium	-25,161.37
Check	02/01/2021	20598	Deputy Registrar	Vehicle Registration	-14.75
Check	02/01/2021	DebitCard	Postmaster	Postage	-8.05
Check	02/01/2021	DebitCard	Universal Medical Supplies	Medical Supplies	-250.00
Check	02/02/2021	DebitCard	Amazon.Com	ID Cards	-18.99
Check	02/02/2021	DebitCard	Amazon.Com	ID Printer	-2,169.00
Check	02/02/2021	DebitCard	Amazon.Com	Office Supplies	-35.97
Check	02/02/2021	DebitCard	Amazon.Com	123 Batteries	-42.98
Check	02/02/2021	DebitCard	Amazon.Com	2021 Uniform Allowance	-13.98
Check	02/02/2021	DebitCard	Amazon.Com	2021 Uniform Allowance	-50.31
Check	02/02/2021	DebitCard	Safariland, LLC	2021 Uniform Allowance	-41.92
Check	02/02/2021	DebitCard	Lago Tacos	Patrol Interviews 2/2/21	-116.65
Liability Check	02/03/2021		QuickBooks Payroll Service	Payroll Service on 02/02/2021	-45,223.24
Check	02/03/2021	20599	VOYA	Deferred Comp	-2,970.00
Check	02/03/2021	20600	Blueberry Ink	Padfolios	-688.94
Check	02/03/2021	20601	NCPERS Group Life Insurance	Monthly Premium	-96.00
Check	02/03/2021	20602	Metropolitan Ford Eden Prairie	Squad 109	-202.70
Check	02/03/2021	20603	Marco Technologies LLC	Remote Services	-150.00
Check	02/03/2021	20604	Peterson Counseling & Consulting	Services Rendered	-1,107.00
Check	02/03/2021	20605	Republic Services	Monthly Service	-284.66
Check	02/03/2021	20606	Law Enforcement Labor Services	Monthly Union Dues	-889.00
Check	02/03/2021	20607	BelayHost	E-mail Server Filterering	-208.35
Check	02/03/2021	20608	Center Point Energy	Monthly Service	-2,825.73
Check	02/03/2021	20609	League MN Cities Ins Trust	WC Policy	-57.88
Check	02/03/2021	20610	Richard MacElroy	Uniform Reimbursement	-287.00
Check	02/03/2021	20611	Prehall Electric Inc.	Parking Lot Lights	-1,300.00
Check	02/03/2021	DebitCard	Maynard's	Patrol Officer Process	-91.08
Check	02/04/2021	eftps	IRS	Taxes	-8,862.76
Check	02/04/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,727.00
Check	02/04/2021	eftps	PERA	Pension Contributions	-18,860.19
Check	02/04/2021	eftps	Optum	HSA Contributions	-4,528.30
Check	02/04/2021	DebitCard	GovX	Wareham - Boots	-274.95
Check	02/09/2021	20612	Consolidated Communications	Monthly Service	-1,530.16
Check	02/09/2021	20613	Youngstedts Bay Car Wash	Car Washes	-136.08
Check	02/09/2021	20614	Shorewood True Value	Supplies	-3.29
Check	02/09/2021	20615	Hennepin County Treasurer	HC Care of Persons	-103.68
Check	02/09/2021	20616	Office Depot	Supplies	-114.64
Check	02/09/2021	20617	Emergency Medical Products, Inc.	Medical supplies	-281.00
Check	02/09/2021	20618	Minnetonka Sportsmen, Inc.	Passive Membership Dues	-200.00
Check	02/09/2021	20619	BCA	POR & Investigations	-25.00
Check	02/09/2021	DebitCard	Amazon.Com	Wareham - Footbed	-28.00

9:16 AM
03/02/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Verifieds February 2021

Check	02/09/2021	eftps	Xcel Energy	Monthly Service	-3,499.24
Check	02/09/2021	DebitCard	Intuit	Monthly Fee	-49.69
Check	02/10/2021	20620	Hennepin County Treasurer	HC Care of Persons	-2,546.31
Check	02/10/2021	20621	Peterson Counseling & Consulting	Services Rendered	-600.00
Check	02/10/2021	20622	WEX BANK	Fuel	-1,817.44
Check	02/10/2021	20623	City of Shorewood	Facility Improvement	-2,585.00
Check	02/10/2021	20624	IAPE	Membership Renewal	-50.00
Check	02/10/2021	20625	NovaCare Rehabilitation	Employment Testing	-240.00
Check	02/10/2021	20626	Sun Life Financial	Monthly Premium	-252.50
Check	02/10/2021	DebitCard	Security Pro USA	Moore - Riot Helmet	-184.09
Check	02/11/2021	DebitCard	Amazon.Com	Prime	-13.97
Check	02/11/2021	20627	Dave Hohertz	Postage Reimbursement	-11.25
Check	02/12/2021	DebitCard	Amazon.Com	Printer Cable	-10.99
Check	02/15/2021	DebitCard	Active 911	Renewal of Services	-247.00
Check	02/16/2021	20628	VOYA	Deferred Comp	-3,020.00
Liability Check	02/17/2021		QuickBooks Payroll Service	Payroll Service on 02/16/2021	-45,170.65
Check	02/18/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,883.00
Check	02/18/2021	eftps	IRS	Taxes	-9,434.88
Check	02/18/2021	eftps	PERA	Pension Contributions	-19,411.26
Check	02/18/2021	eftps	Optum	HSA Contributions	-4,398.66
Check	02/22/2021	DebitCard	Staples	Office Supplies	-238.64
Check	02/22/2021	DebitCard	Amazon.Com	Office Supplies	-48.78
Check	02/22/2021	DebitCard	Amazon.Com	Office Supplies	-67.97
Check	02/23/2021	20629	Kenneth N. Potts	Forfeiture Proceeds	-450.00
Check	02/23/2021	20630	Mike O'Keefe	Uniform Reimbursment	-75.09
Check	02/23/2021	20631	Office Depot	Supplies	-55.10
Check	02/23/2021	20632	Classic Cleaning Company	Cleaning Services	-695.00
Check	02/23/2021	20633	Kennedy & Graven, Chartered	Legal Services	-107.50
Check	02/23/2021	20634	Garys First Class Car Care	Squad Repairs	-127.29
Check	02/23/2021	20635	City of Shorewood	PSF Generator	-225.03
Check	02/23/2021	20636	Ricoh USA, Inc.	Lease Fees	-317.22
Check	02/23/2021	20637	Streicher's	Uniforms	-3,173.76
Check	02/23/2021	20638	Peterson Counseling & Consulting	Services Rendered	-940.00
Check	02/24/2021	DebitCard	Amazon.Com	Office Supplies	-17.98
Check	02/28/2021			Service Charge	-13.16
Total					-224,959.05

3:49 PM
04/01/21

SOUTH LAKE MINNETONKA POLICE DEPARTMENT
Verifieds
March 1 - 31, 2021

Type	Date	Num	Name	Memo	Amount
Check	03/01/2021	eftps	HealthPartners	Monthly Premium	-24,423.28
Check	03/01/2021	DebitCard	Amazon.Com	Magpul Sling Attachment	-18.47
Check	03/02/2021	20639	VOYA	Deferred Comp	-3,020.00
Check	03/02/2021	DebitCard	Amazon.Com	Vehicle Supplies	-42.99
Check	03/02/2021	DebitCard	Amazon.Com	Vehicle Supplies	-28.97
Liability Check	03/03/2021		QuickBooks Payroll Service	Payroll Service on 03/02/2021	-40,040.48
Check	03/03/2021	eftps	Xcel Energy	Monthly Service	-3,314.71
Check	03/03/2021	eftps	Republic Services	Monthly Service	-284.66
Check	03/03/2021	eftps	Optum	HSA Contributions	-4,347.65
Check	03/03/2021	20640	Verizon	Monthly Services	-1,278.93
Check	03/03/2021	20641	IAPE	Membership Renewal	-50.00
Check	03/03/2021	20642	American Mailing Machine	Postage Supplies	-164.16
Check	03/03/2021	20643	NCPERS Group Life Insurance	Monthly Premium	-96.00
Check	03/03/2021	20644	Emergency Medical Products	Medical supplies	-218.18
Check	03/03/2021	20645	Alliance Mechanical Services	Service Call	-313.00
Check	03/03/2021	20646	Minnesota Elevator, Inc.	Quarterly Service	-184.37
Check	03/03/2021	20648	BelayHost	E-mail Server Filterering	-208.35
Check	03/03/2021	20649	Youngstedts Collision Center	Squad Repair	-4,785.04
Check	03/03/2021	20650	Emergency Automotive Technologies	Squad Repairs	-544.75
Check	03/03/2021	20651	Terry A. Meland	Boiler Fees	-150.00
Check	03/03/2021	20652	Excelsior Fire District	Overpaid	-457.12
Check	03/03/2021	20653	Center Point Energy	Monthly Service	-3,654.06
Check	03/04/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,497.00
Check	03/04/2021	eftps	IRS	Taxes	-8,122.42
Check	03/04/2021	eftps	PERA	Pension Contributions	-17,524.46
Check	03/05/2021	DebitCard	NTOA	MacElroy Membership	-35.00
Check	03/05/2021	DebitCard	NTOA	O'Keefe Membership	-35.00
Check	03/05/2021	DebitCard	Allianz Travel Insurance	Travel Insurance	-27.00
Check	03/05/2021	DebitCard	Delta Airlines	IACP Training - Meehan	-346.80
Check	03/08/2021	20655	Shorewood True Value	Supplies	-21.99
Check	03/08/2021	20656	Law Enforcement Labor Services	Monthly Union Dues	-889.00
Check	03/08/2021	20657	B & N Automotive	Squad Repairs	-374.00
Check	03/08/2021	20658	Hennepin County Treasurer	HC Care of Persons	-580.20
Check	03/08/2021	20659	Emergency Automotive Technologies	Squad Repairs	-1,166.89
Check	03/08/2021	DebitCard	Top Pack Defense	Rifle Scope	-1,739.99
Check	03/09/2021	20660	Enterprise FM Trust	Vehicle Fuels	-2,573.15
Check	03/09/2021	20661	Hennepin County Treasurer	Radio Lease Fees	-2,546.31
Check	03/09/2021	20662	Youngstedts Bay Car Wash	Car Washes	-173.88
Check	03/09/2021	20663	Consolidated Communications	Monthly Service	-1,530.16
Check	03/09/2021	20664	Sun Life Financial	Monthly Premium	-252.50
Check	03/09/2021	DebitCard	Eastbay	Admin Polos	-44.58

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SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Verifieds

March 1 - 31, 2021

Check	03/09/2021	DebitCard	Intuit	Monthly Fee	-49.69
Check	03/10/2021	DebitCard	FP Mailing Solutions	Postmaster	-100.00
Check	03/10/2021	DebitCard	Amazon.Com	Supplies	-115.78
Check	03/11/2021	DebitCard	Amazon.Com	Supplies	-14.82
Check	03/11/2021	DebitCard	Amazon.Com	Prime	-13.97
Check	03/15/2021	DebitCard	Amazon.Com	Water Filter	-51.90
Liability Check	03/17/2021		QuickBooks Payroll Service	Payroll Service on 03/16/2021	-40,689.88
Check	03/17/2021	eftps	Optum	HSA Contributions	-4,347.65
Check	03/17/2021	20666	Brand Networking	Network Engineering	-3,371.25
Check	03/17/2021	20667	Enterprise FM Trust	Fleet Maintenance	-2,094.12
Check	03/17/2021	20668	Classic Cleaning Company	Cleaning Services	-695.00
Check	03/17/2021	20669	City of Shorewood	Facility Improvement	-117.00
Check	03/17/2021	20670	Ricoh USA, Inc.	Lease Fees	-313.06
Check	03/17/2021	20671	Streicher's	Uniforms	-1,146.90
Check	03/17/2021	20672	Personnel Evaluation Inc	CSO PEP	-540.00
Check	03/17/2021	20673	Dave Hohertz	Postage Reimbursement	-11.25
Check	03/17/2021	20674	Laura Holtan	Supplies Reimbursement	-15.63
Check	03/17/2021	DebitCard	Verified Credentials	Invoice #313337	-30.00
Check	03/17/2021	20675	VOYA	Deferred Comp	-3,095.00
Check	03/17/2021	20676	State of Minnesota DVS	Vehicle Registration	-21.75
Check	03/18/2021	eftps	MN Department of Revenue	State Withholding Taxes	-2,476.00
Check	03/18/2021	eftps	IRS	Taxes	-8,048.76
Check	03/18/2021	eftps	PERA	Pension Contributions	-17,463.99
Check	03/18/2021	DebitCard	Amazon.Com	USB Drive	-69.92
Check	03/19/2021	DebitCard	Postmaster	Postage	-10.45
Check	03/19/2021	DebitCard	UPS	Shipping Expense	-119.78
Check	03/22/2021	DebitCard	National Registry EMS	Wareham - EMT Certification	-20.00
Check	03/22/2021	20677	Emergency Automotive Technologies	Squad Repairs	-227.56
Check	03/22/2021	20678	Kenneth N. Potts	Forfeiture Proceeds	-300.00
Check	03/22/2021	20679	Prehall Electric Inc.	Service Call	-150.00
Check	03/22/2021	20680	Golz Accounting Services LLC	Payroll Services	-96.25
Check	03/22/2021	20681	Brand Networking	Network Engineering	-1,300.00
Check	03/22/2021	20682	Excelsior Fire District	Overpaid	-1,428.27
Check	03/22/2021	20683	Office Depot	Supplies	-234.61
Check	03/22/2021	20684	Williams Towing	Towing & Storate Fees	-155.00
Check	03/22/2021	20685	B & N Automotive	Squad Repairs	-1,214.46
Check	03/22/2021	20686	Driver and Vehicles Services	Vehicle Registration	-14.25
Check	03/23/2021	20687	Youngstedts Collision Center	Squad Repair	-1,676.00
Check	03/30/2021	DebitCard	National Registry EMS	EMT Certification	-20.00
Liability Check	03/31/2021		QuickBooks Payroll Service	Payroll Service on 03/30/2021	-41,809.97
Check	03/31/2021	DebitCard	Dollar Tree Stores	Supplies	-4.30
Check	03/31/2021			Service Charge	-16.40
Total					-261,796.12



South Lake Minnetonka Police Department

TO: City of Excelsior
City of Greenwood
City of Shorewood
City of Tonka Bay

FROM: Chief Mike Meehan

DATE : April 14th, 2021

RE: 2021 Excelsior Park & Dock Patrol

Since the early 1980's, the City of Excelsior has contracted with the South Lake Minnetonka Police Department (SLMPD) for park and dock patrol services. The Joint Powers Agreement allows member cities to contract with the SLMPD for additional services, as long as the proposed services do not use existing SLMPD staffing hours. All costs are the responsibility of the contracting city and the other member cities must approve the agreement.

In 2019, we expanded the park & dock program to include parking enforcement for some special events in Excelsior: The Homecoming parade, The Halloween Parade, Chriskindlsmarkt, Luck O' the Lake, and other events as needed.

In 2021, we are requesting the ability to further expand the program outside of the normal enforcement season and special event requests. As the City of Excelsior continues to discuss increased paid parking areas, year-round enforcement may be needed.

Please submit the proposed Park and Dock agreement between the City of Excelsior and the SLMPD on the agenda for approval at the next city council meeting.

Attached is a breakdown of the proposed 2021 Park and Dock Patrol budget.

Please contact me if you have any questions or concerns.



SOUTH LAKE MINNETONKA POLICE DEPARTMENT

Excelsior Park and Dock Patrol Services

2021 Summer Season

SLMPD Proposal - Projected Budget

Part-Time Seasonal Positions	Projected Hours 2019	Hourly Rate* Total	Total Amount
Park Service Officer - Commons Park <i>Civilian Position - Patrol Commons Park and Adjacent Residential/Business Areas</i>	725	\$22.53	\$16,334
Park Service Officer - Municipal Docks <i>Civilian Position - Patrol Port of Excelsior and Municipal Docks</i>	200	\$22.53	\$4,506
Total	925		\$20,840

Projected Budget - 2021 season**	925		\$20,840
Actual Total Cost - 2019 Season***	928		\$18,748

*Average Park Service Officer for 2021 is at one year of service wage rate

**May be expanded for increased service requirements

***Included Uniforms, Gear & Training. **2020 season exempted due to pandemic**

Lieutenant Salary Schedule

Lieutenant Salary Schedule	0-12 months	13-24 months	25-36 months	37 & over
Salary 2021	\$9,636.64	\$9,733.00	\$9,829.37	\$10,022.10
Salary 2022	\$9,925.74	\$10,024.99	\$10,124.25	\$10,322.76
Salary 2023	\$10,223.51	\$10,325.74	\$10,427.98	\$10,632.45

Chief Salary Schedule 10% Compression

Chief Salary Schedule	0-12 months	13-24 months	25-36 months	37 & over
Salary 2021	\$10,600.30	\$10,706.30	\$10,812.31	\$11,024.31
Salary 2022	\$10,918.31	\$11,027.49	\$11,136.68	\$11,355.04
Salary 2023	\$11,245.86	\$11,358.31	\$11,470.78	\$11,695.69

Chief Salary Schedule 15% Compression

Chief Salary Schedule	0-12 months	13-24 months	25-36 months	37 & over
Salary 2021	\$11,082.14	\$11,192.95	\$11,303.78	\$11,525.42
Salary 2022	\$11,414.60	\$11,528.74	\$11,642.89	\$11,871.18
Salary 2023	\$11,757.04	\$11,874.60	\$11,992.18	\$12,227.31

Chief Salary Schedule 20% Compression

Chief Salary Schedule	0-12 months	13-24 months	25-36 months	37 & over
Salary 2021	\$11,563.97	\$11,679.60	\$11,795.24	\$12,026.52
Salary 2022	\$11,910.89	\$12,029.99	\$12,149.10	\$12,387.32
Salary 2023	\$12,268.21	\$12,390.89	\$12,513.57	\$12,758.94

Lakes Area Compression	
Orono PD	20%
West Hennepin	20%
Corcoran	20%
Deephaven	20%
Minnetrista	15%
Rogers	15%
Medina	13%
Wayzata	Unknown



South Lake Minnetonka Police Department

TO: South Lake Minnetonka Police Department Coordinating Committee
FROM: Chief Mike Meehan
DATE : April 6th, 2021
RE: EBEDDED SOCIAL WORKER PROGRAM

SUMMARY

The embedded social worker program, also known as a case assessment management program (CAMP), is a collaborative effort between law enforcement and Hennepin County mental health professionals to optimize the response to people with mental illness. The goals of the program are to connect those experiencing mental illness with appropriate resources and after-care while relieving the strain on department resources due to repeat calls for service. The program should also increase safety for both responding officers and victims of mental health crisis given improved follow-up care.

ROLES AND RESPONSIBILITIES

Response duties remain with the South Lake Minnetonka Police Department (SLMPD) as the embedded social worker program is *not* a co-responder model. All SLMPD officers who routinely respond to 911 calls have received the 40-hour training in crisis intervention techniques and SLMPD is committed to continuing training new officers and providing refresher training to certified officers. The social worker will also be available to offer advice or coordinate additional resources in real-time during business normal hours.

SLMPD RESPONSIBILITIES

- SLMPD will work with the Social Work Unit Supervisor to establish criteria for referrals.
- SLMPD will also work with the Social Work Unit Supervisor to develop a referral process.
- SLMPD will track both referrals and repeat calls for service.
- A SLMPD will accompany the embedded social during home visits as needed.
- SLMPD will provide office space and a desk for the social worker.

HENNEPIN COUNTY RESPONSIBILITIES

- The Hennepin County Social Worker will provide short-term assistance to clients to connect the individual with the appropriate resources to meet their needs.
- After reviewing the case, the Hennepin County Social Worker will complete a file clearance of the various systems to determine if the individual is open to social services or public assistance programs.
- The social worker will meet with the client, assess the client's needs, assess their support systems, and determine where gaps exist.
- The social worker will work with the client to develop an initial plan that addresses the gaps that exist in the client's current support system, and work with the client to connect with needed community services. This plan will be signed by both the client and the social worker.
- The initial assessment should include the risks to the safety and stability of the client as well as the client's ability to address such concerns. The social worker will also evaluate the need for emergency services and assist with making those connections as needed.
- If community and/or county resources are needed, the social worker will collect information needed to determine eligibility for those services. The social worker will facilitate referrals to appropriate resources.
- The social worker will collaborate with other involved parties as needed.
- If eligible for county operated or contracted case management services, the Social Worker will complete the necessary paperwork to transfer the client to case management.
- The social worker will document all activities and data as requested for tracking purposes.
- Client participation is voluntary, and the client has a right to refuse services.
- Hennepin County will be responsible for transportation/mileage expenses for the social worker. The social worker will be responsible following the Hennepin County transportation/mileage reimbursement policies.
- Hennepin County will be responsible for providing the social worker with equipment that is necessary for completing their work. This includes but is not limited to laptop computer, cell phone, and office supplies.

PARTNERSHIPS

The embedded social worker program is a collaborative effort between Hennepin County Social Services and local law enforcement. The cost of the social worker is a 60/40 split between Hennepin County (40%) and the law enforcement agency/agencies (60%)

In the lakes area communities, no single law enforcement agency generates enough mental health calls to justify the cost of the program. In fact, several smaller agencies are needed to create the appropriate volume. This proposal is a partnership of seven law enforcement agencies: South Lake Minnetonka PD, Orono PD, Deephaven PD, Medina PD, Corcoran PD, Minnetrista PD, and Wayzata PD.

PROGRAM COSTS

This is a two-year proposal for 2022 and 2023 with the possibility of beginning the program during the fourth quarter of 2021. The estimated annual total cost for a Hennepin County Social worker is \$100,000 with \$60,000 allocated to the participating law enforcement agencies.

For the two-year period, the participating law enforcement agencies have decided to split the cost evenly among the group. Total annual cost is estimate at \$8,600/year.

RECOMMENDATION

Motion for the South Lake Minnetonka Police Department to participate in the embedded social worker program.

South Lake Minnetonka Police Department

Joint Powers Agreement

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

AS OF JUNE 15, 2006



Compiled 02.21.21 from the following documents:

Joint and Cooperative Agreement relating to the employment of police chief and police officers so as to provide full-time police protection for the cities of Excelsior, Greenwood, Shorewood, and Tonka Bay commencing January 1, 1998.

First Amendment, February 9, 2000

Second Amendment, December 27, 2000

Third Amendment, February 13, 2002

Memorandum of Understanding, February 13, 2002

Fourth Amendment, signed March 22 to May 1, 2006

Arbitration Findings of Fact and Order, June 1, 2006

Supplemental Order, June 15, 2006

The parties to this Agreement are municipalities 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. This Agreement is made pursuant to Minnesota Statutes, Section 471.59.

Section 1: General Purpose

The general purposes of this Agreement are to provide for the 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 in the form of police officers, 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 the health and welfare of their citizens and property located within their cities. It is the opinion of the parties to this Agreement that joint action in employing and creating a joint police force to serve the four communities will 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 meanings given them.

- a. "Committee" means the organization created under this Agreement, the full name of which is the "Coordinating Committee for South Lake Minnetonka Public Safety."
- b. "Committeeman" means a member of the committee. There shall be one committeeman from each governmental unit which is a party to this Agreement, which committeeman 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. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- f. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- g. "Party" means governmental unit which enters into this Agreement.
- h. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- i. "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 2, PARAGRAPH H DEFINITION FOR "SLMPD" AMENDED BY THE FIRST AMENDMENT, FEBRUARY 9, 2000

SECTION 2, PARAGRAPH I DEFINITION FOR "DEMAND" REPEALED BY THE SECOND AMENDMENT, DECEMBER 27, 2000

SECTION 2, PARAGRAPH I DEFINITION FOR "AD VALOREM" ADDED BY THE THIRD AMENDMENT, FEBRUARY 13, 2002

Section 3: Membership

Parties to this Agreement are the City of Excelsior, the City of Greenwood, the City of Shorewood, and the City of Tonka Bay. Any other governmental unit adjacent to any one of said cities may become a later party to this Agreement upon consent of the parties to this Agreement.

Section 4: Governing Body

Subdivision 1. The committee, consisting of one committeeman from each party, shall be the governing body. Each committeeman 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 and serve on the committee as representative of said party; an alternate committeeman 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 committeeman and alternate shall serve without compensation from the committee.

Subdivision 3. A majority of the committeemen 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 shall be eligible to vote on behalf of his 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 5: Execution of Agreement, Meetings, Election of Officers

Subdivision 1. 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.

Subdivision 2. Business of the committee shall be conducted according to the Roberts Rules of Order and a Chairman shall be elected. 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. The purpose of the regular meetings shall be to set budgets and review expenditures. Special meetings shall be at the call of any committeeman; notice of such a meeting shall be 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.

Section 6: 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 parties.

Subdivision 3. It shall hire said person to act as chief of police for the parties at such salary and in accordance with such terms and conditions of employment as it shall determine.

Subdivision 4. 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.

Subdivision 5. 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 6. It shall make a financial accounting and report to the parties at least twice each year. All of its books, reports, and records shall be available for and open to examination by the parties at all reasonable times.

Subdivision 7. 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.

Subdivision 8. 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.

Subdivision 9. 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 agreement of the governing bodies of all parties.

Subdivision 10. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

Subdivision 11. The committee shall have the authority to approve the recommendations of the chief of police to discipline or terminate employment and authority of any employee, sworn and non-sworn, all subject to and in accordance with the laws of the State of Minnesota.

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 drafts shall be signed by at least two persons, who shall be designated by resolution of the committee, one of whom shall be clerk-treasurer. Other legal instruments of the committee shall be executed by the Chairman as designated by the committee. During the absence or disability of any of the officers designated to sign checks, drafts, and other legal instruments, their alternates may execute the same as authorized by the committee.

Subdivision 2.

1. The allocation for funding the SLMPD, other than for Excelsior's separately contracted services for park patrol of its Commons area and for dockmaster services associated with its public docks, shall be set taking into consideration the Member Cities' tax capacity, demand,³ population,⁴ and other equitable allocations of costs. Use of those criteria result in allocations as follows.

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

The percentage allocation for funding of the SLMPD in paragraph 1 refers exclusively to the SLMPD's operating costs budget contributions of Member Cities, commencing January 1, 2007. These figures do not include police facility debt service, which are addressed in prior agreements between the parties in the Third Amendment of the Joint and Powers Agreement, dated February 13, 2002, and related lease and financing documents.

THIS PARAGRAPH ADDED PER THE SUPPLEMENTAL ORDER, JUNE 15, 2006.

³ Demand refers to ICRs which generally indicate any occasion when there is a complaint or request for service (Exhibit 1 at paragraph 7).

⁴ As determined by Metropolitan Council Website – "Population by Community" Research & Statistics or agreed upon equivalent (Exhibit 5 at page 34).

2. The funding percentages shall be reviewed and adjusted, if necessary, in five-year increments from the date of this Order, due to changes in the five-year average of tax capacity, ICRs, or population of the Member Cities. The first adjustment to each Member Cities' dollar allocation toward the payment of law enforcement costs shall be based on a comparison of 2011 data with the Member Cities' 2005 ICRs, Tax Capacity, and 2004 Population contained in the Stipulated Record (Exhibit 3 at page 28, Exhibit 5 and Exhibit 7 at page 42). Thereafter, the comparison of the tax capacity, ICRs, and population will be made for each subsequent five-year period with the data from the immediately preceding five-year period. Each factor shall be assigned a weight of 33¹/₃% and the net difference, if any, shall be utilized to adjust the continuing payment allocations in paragraph 1 above.

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 incrementally the formula set out in paragraph 1, to the extent the three factors differ from the previously established data. *THIS PARAGRAPH ADDED PER THE SUPPLEMENTAL ORDER, JUNE 15, 2006.*

3. Each Member City shall fund the SLMPD the full amount of the allocation pursuant to the terms of the JPA.

4. 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 July Minneapolis / St. Paul Consumer Price Index for All Urban Consumers (CPI-U) over the previous 12-month period; 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 formula applies 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 the above formula. For purposes of determining the 2007 Approved Annual Operating Budget, the "previous year's Approved Annual Operating Budget" referenced above shall be \$1,556,100. 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 the delivery of supplemental services delivered by separately dedicated personnel outside of the approved budget as mutually agreed by all parties. Agreement to provide such supplemental services shall not be unreasonably withheld.

Notwithstanding the foregoing, all expenses related to the planning, financing, and construction of a new police station facility for the SLMPD shall be paid annually on an ad valorem basis. Facility expenses shall include, but not be limited to, architectural expenses, land acquisition expenses, site preparation expenses, construction expenses, and expenses related to procurement and installation of furniture, equipment, and fixtures for the new facility.

SECTION 7, SUBDIVISION 2 REVISED BY THE SECOND AMENDMENT, DECEMBER 27, 2000

SECTION 7, SUBDIVISION 2, PARAGRAPH 2 ADDED BY THE THIRD AMENDMENT, FEBRUARY 13, 2002

SECTION 7, SUBDIVISION 2 REPLACED BY THE FOURTH AMENDMENT, MARCH-MAY 2006

SECTION 7, SUBDIVISION 2, PARAGRAPH 1 WAS REPLACED WITH PARAGRAPHS 1-3 FROM THE JUNE 1, 2006 ARBITRATION FINDINGS AND ORDER AND THE BUDGET PARAGRAPH FROM THE FOURTH AMENDMENT WAS RENUMBERED AS 4.

Section 8: Duration

Subdivision 1.

A. Term of Agreement and Withdrawal.

- i) This Agreement shall take effect January 1, 1998 and continue through December 31, 2023.
- ii) **WITHDRAWAL** — 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 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 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.

- B. 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.

*SECTION 8, SUBDIVISION 1 REPLACED BY THE THIRD AMENDMENT, FEBRUARY 13, 2002
AND SUBSEQUENTLY REPLACED BY THE FOURTH AMENDMENT, SIGNED MARCH-MAY 2006*

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.

Subdivision 3. As an exception to the provision of subdivision 1, 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 9: Officers & Employees

Subdivision 1. The chief of police employed by the committee shall serve as chief of the parties hereto and he shall have the following duties and be invested with the following authority:

1. He shall be in full and complete charge of all personnel matters and employees of the department including sworn and non-sworn.
2. He shall set and determine degree of service and standards of performance of police officers and non-sworn employees.
3. 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.
4. He shall act for the committee in interviewing and considering applications for employment of all employees, and he shall make his recommendation to the committee of the person who in his judgment is best qualified to fill any employment vacancy.
5. He shall act for the committee in disciplining employees, sworn, and non-sworn.
6. He shall be the committee's representative on 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 shall be in accordance with the laws of the State of Minnesota and outstanding contractual agreements governing the same.

Subdivision 2. The chief of police shall be responsible for developing from time to time new job descriptions for various positions within the department he deems necessary for the efficient operation of the department.

Subdivision 3. 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 he 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 assigned to assist him in the performance of law enforcement duties within the boundaries of the parties hereto.

Section 10: 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 11: 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.

SECTION 11 ADDED BY THE FOURTH AMENDMENT, SIGNED MARCH-MAY 2006

Memorandum of Understanding

1. 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.

MEMORANDUM OF UNDERSTANDING APPROVED FEBRUARY 13, 2002

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.

IN WITNESS WHEREOF, 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.

IN THE PRESENCE OF:

BY THE CITY OF EXCELSIOR

Mayor _____
City Manager _____
Date _____

IN THE PRESENCE OF:

BY THE CITY OF GREENWOOD

Mayor _____
City Clerk _____
Date _____

IN THE PRESENCE OF:

BY THE CITY OF SHOREWOOD

Mayor _____
City Clerk _____
Date _____

IN THE PRESENCE OF:

BY THE CITY OF TONKA BAY

Mayor _____
City Clerk _____
Date _____

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 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 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

Subdivision 1. 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

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 ~~man member~~ and alternate shall serve without compensation from the Committee.

Subdivision 3. A majority of the Committee ~~men 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 Committee ~~man 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

~~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.~~ **CONFIDENTIAL**

~~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 man 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.

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

Subdivision 3. It shall hire said person to act as Chief of Police for the SLMPD parties 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.~~

Subdivision 4. 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.

~~Subdivision 5. It shall recommend the Chief of Police to the parties and report to the parties at least twice each year. It shall also 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.~~

~~Subdivision 6. It shall make and keep a record of the proceedings of the Committee and shall keep a record of the names of the members of the Committee and the names of the parties to the Agreement.~~

~~Subdivision 7. It shall designate a public chairperson among the Committee members and designate and appoint a clerk to serve the Committee who need not be a member of the Committee.~~

Subdivision 86. 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.

Subdivision 97. 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.

Subdivision 108. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

~~Subdivision 109. The Committee shall have the authority to recommend the Chief of Police to the parties and report to the parties at least twice each year. It shall also 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.~~

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 drafts shall be signed by at least two persons, who shall be designated by resolution of the Committee, one of whom Authorized signers shall be the Committee chair, Committee vice chair, Chief of Police, and the SLMPD office manager, clerk-treasurer. Other legal instruments of the ~~Committee~~ shall be executed by the chairman as designated by the Committee. ~~During the absence or disability of any of the officers designated to sign checks, drafts, and other legal instruments, their alternate their alternates may execute the same as authorized by the Committee.~~

Subdivision 2.

- A. The allocation for funding the SLMPD operations, other than for Excelsior's any party's separately contracted services for park patrol of its Commons area and for dockmaster services associated with its public docks, shall be set taking into consideration the Member Cities' tax capacity, demand,³ and population,⁴ and other equitable allocations of costs using the formula shown on the attached Exhibit 1. ~~Use of those criteria result in allocations as follows:~~

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

~~The percentage allocation for funding of the SLMPD in paragraph 1 refers exclusively to the SLMPD's operating costs budget contributions of Member Cities, commencing January 1, 2007. These figures do not include police facility debt service, which is addressed in prior agreements between the parties in the Third Amendment of the Joint and Powers Agreement, dated February 13, 2002, and related lease and financing documents.~~

- B. The operations funding percentages shall continue to be reviewed and adjusted, if necessary, in five-year increments that began in June 1, 2006 from the date of this Order, due to changes in the five-year average of tax capacity, ICRs, or population of the Member Cities. The first adjustment to each Member Cities' dollar allocation toward the payment of law enforcement costs shall be based on a comparison of 2011 data with the Member Cities' 2005 ICRs, Tax Capacity, and 2004 Population contained in the Stipulated Record (Exhibit 3 at page 28, Exhibit 5 and Exhibit 7 at page 42). ~~Thereafter, 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. from the immediately preceding five-year period. Each factor shall be assigned a weight of 33 1/3% and the net difference, if any, shall be utilized to adjust the continuing payment allocations in paragraph 1 above.~~

~~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:
- 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. The increase in the July Minneapolis / St. Paul Consumer Price Index for All Urban Consumers (CPI-U) over the previous 12-month period; or
 - 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.
 - 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 expenses can have ceilings applied per ~~the (a), (b), and (c) above formula. For purposes of~~

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determining the 2007 Approved Annual Operating Budget, the “previous year’s Approved Annual Operating Budget” referenced above shall be \$1,556,100. 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 the delivery of supplemental services delivered by separately dedicated personnel outside of the approved budget by unanimous agreement of the parties. as mutually agreed by all parties. Agreement to provide such supplemental services shall not be unreasonably withheld.

- E. Notwithstanding the foregoing, all expenses related to the planning, financing, and construction of a new police station facility for the SLMPD shall be paid annually on an ad valorem basis. Facility expenses shall include, but not be limited to, architectural expenses, land acquisition expenses, site preparation expenses, construction expenses, and expenses related to procurement and installation of furniture, equipment, and fixtures; and ongoing maintenance / improvement expenses for the new facility. CREATE LANGUAGE ABOUT ESTABLISHING A CAPITAL IMPROVEMENT FUND?

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Section 8: Duration

A. Term of Agreement and Withdrawal.

- 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.
- ii) —

Section 9: Adding Parties

Subdivision 1. Parties to this Agreement are the City of Excelsior, the City of Greenwood, the City of Shorewood, and the City of Tonka Bay. Any other governmental unit adjacent to any one of said cities may become a later party to this Agreement upon unanimous agreement consent 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.

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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 intent to do so within 60 days after the date of the award resulting from the operating costs allocation arbitration

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~~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.~~

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

Subdivision 1. The Chief of Police employed by the Committee shall serve as Chief of the ~~SLMPD parties hereto and he~~ 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 disciplining~~ 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.

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

Subdivision 3. 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 ~~he the Chief of Police~~ 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 ~~10~~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 ~~11~~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.

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Repeal of Memorandum of Understanding

The Memorandum of Understanding dated February 12, 2002 is hereby repealed.

- ~~1. 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

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

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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
Excelsior	3,334,776	3,917,784	4,245,911	4,387,510	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							
	2006	2007	2008	2009	2010	Average	% of Avg. Total
Excelsior	2159	2044	2316	2086	2150	2,151	35.3597%
Greenwood	341	352	362	352	385	362	5.9974%
Shorewood	3142	2823	3190	2928	2831	2,993	49.0334%
Tonka Bay	596	537	695	598	599	597	9.8495%
	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 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 include citations

Population Source: Met Council

POPULATION 2010-2014							
	2010	2011	2012	2013	2014	Average	% of Avg. Total
Excelsior	2,188	2,203	2,235	2,284	2,273	2,237	18.9299%
Greenwood	688	688	698	693	699	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 2011-2015							
	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	3,779,156	3,716,579	3,679,833	3,649,970	4,226,786	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	29,291,307	28,493,198	100.0001%

ICRs 2011-2015							
	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	1951	2116	2192	2693	2354	2,261	35.6634%
Greenwood	285	270	332	350	401	330	5.2016%
Shorewood	2680	2610	2384	3373	3175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4348%
	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			
2010-2014	2011-2015	2011-2015	5-Year Avg	Col. A & B	Arbitration	C+D = New	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%	