



CITY COUNCIL REGULAR MEETING AGENDA

OCTOBER 25, 2022 – 7:00 pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA¹
 - A. City Council Work Session Minutes from October 11, 2022
 - B. City Council Regular Meeting Minutes from October 11, 2022
5. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
6. SPECIAL BUSINESS
 - A. None
7. PUBLIC HEARING
 - A. None
8. OLD BUSINESS
 - A. None
9. NEW BUSINESS
 - A. Proposed South Lake Minnetonka Police Department Joint Powers Agreement
 - B. Authorize Submission of Draft Hardcover Ordinance to the Minnesota Department of Natural Resources for Review and Feedback.
 - C. Ice Rink Alternative Locations for 2022/2023 Winter
10. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
11. REPORTS
 - A. Administrator's Report
 - B. Contract Staff Report(s)
 - C. Jeff Anderson: Finance, Fire Lanes and Public Access, Technology
 - D. Kristin Viger: Parks and Docks, Sanitation and Recycling
 - E. Kelly Wischmeier: Building Inspection, Municipal Buildings and Grounds
 - F. Tim Connelly: EFD, Commercial Marinas, LMCD
 - G. Adam Jennings: SLMPD, Administration, Public Works, Employee Advisory Board
12. ADJOURNMENT

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one City Council motion. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

²For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.

ITEM NO. 4B

DRAFT MINUTES TONKA BAY CITY COUNCIL REGULAR MEETING OCTOBER 11, 2022

1. **CALL TO ORDER**

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:03 pm.

2. **ROLL CALL**

Members present: Mayor Jennings, Councilmembers Anderson, Connelly, Viger, Wischmeier. Also present were City Administrator Dan Tolsma, City Engineer Adam Gadbois, and City Attorney Jason Hill.

3. **APPROVAL OF AGENDA**

Anderson moved to approve the agenda, with the addition of Hennepin County Chief of EMS under Item 6A. Connelly seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

4. **CONSENT AGENDA**

- A. City Council Work Session Minutes from September 27, 2022**
- B. City Council Regular Meeting Minutes from September 27, 2022**

Anderson moved to approve the consent agenda. Connelly seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

5. **MATTERS FROM THE FLOOR**

Jill Mackey of 30 Pleasant Lane asked if there are any updates on the Pleasant Avenue speed bumps re-installation and if they could add solar power speed control signs. She also asked if the Pleasant Park trail was going to be installed for the ADA handicap accessibility. City Administrator Tolsma responded that the Parks and Docks Commission put the project on hold to revisit the placement, so the playground was encompassed in it, along with the picnic area. They discussed an overall revamp of the park and did not want to pay for a trail that may have to be reconstructed elsewhere. Councilmember Viger stated that council approved the project; however, it stalled. There was some discussion as to why, sighting it may have been because of the proposed upcoming street and utility project for the Pleasant Park neighborhood. Mayor Jennings asked staff to revisit the project to make sure it was still on the table. She also inquired about the overall Manitou Park revamp and what the timeline of the ice rink and other amenities being put back. City Administrator Tolsma stated the Parks and Docks Commission is currently discussing flooding an area for a temporary ice rink.

6. SPECIAL BUSINESS

A. Hennepin County EMS Chief Martin Scheerer and Medical Director Dr. Nick Simpson

Chief Scheerer and Dr. Simpson gave a presentation on the services they provide to the fourteen cities in Hennepin County. They explained their coverage areas, increase in call volume, staffing challenges and response time because of those challenges. Chief Scheerer addressed what they are doing to solve the staffing challenge by changing their hiring practices. Councilmember Anderson asked the difference between EMT's and paramedics. Chief Scheerer replied an EMR requires 40 hours of training, an EMT requires 160 hours of training, and a paramedic requires 2000 to 3000 hours of training. They have created an internship program to create interest and future employment opportunities. They are also changing their practices and equipment to optimize what services they provide, such as enhanced training in ultrasound usage. They are trying to improve their communications with the communities and city officials to increase transparency and community involvement.

7. PUBLIC HEARINGS

None.

8. OLD BUSINESS

A. Resolution 22-37: Approving Floor Area Ratio Variance at 20 Bay Street

Viger moved to approve Resolution 22-37, approving floor area ratio variance at 20 Bay Street. Connelly seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

9. NEW BUSINESS

A. Accept Greg Thomas' Resignation from the LMCD Effective 12/31/2022

Anderson moved to accept Greg Thomas' resignation from the LMCD effective 12/31/2022. Connelly seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

B. Cancel or Reschedule November 8th Council Work Session & Regular Meeting due to Election

Anderson moved to cancel the November 8th city council meeting and move it to November 15th and cancel the November 22nd meeting. Connelly seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

10. MATTERS FROM THE FLOOR

None.

11. REPORTS

A. Administrator's Report

City Administrator Tolsma stated today was Public Works maintenance worker Mark Johnson's last day. He said that there are three evening and weekend on-call people we can call on in case of any emergencies. He and the superintendent have also discussed potentially contracted out some of the snow plowing. Councilmember Viger asked if they were going to do anything regarding deer management. It was discussed and decided due to creating potential additional problems, not to move forward with contracting bow hunters.

B. Contract Staff Report(s)

City Engineer Gadbois reminded council of the upcoming Brentwood Avenue area street and utility project open house meeting on Wednesday, October 19th at 5:30 pm.

C. Jeff Anderson – Finance, Fire Lanes and Public Access, Technology

No report.

D. Kristin Viger – Parks and Docks, Sanitation and Recycling

Councilmember Viger asked about creating a temporary ice rink somewhere in the city. Mayor Jennings asked staff to put it on the next work session meeting agenda.

E. Kelly Wischmeier – Building Inspection, Municipal Building and Grounds

No report.

F. Tim Connelly – EFD, Commercial Marinas, LMCD

Councilmember Connelly spoke about the difficulties communities are having maintaining staffing of paid on-call fire staff. The ramification in the future may be having to pay for a profession full-time fire department.

G. Adam Jennings – SLMPD, Administration, Public Works, Employee Advisory Board

Mayor Jennings said the October 6th League Women Voter's meet and greet went

well. Also, there is an SLMPD coordinating meeting tomorrow night.

12. ADJOURNMENT

There being no further business, Anderson moved to adjourn the meeting at 8:04 pm. Viger seconded the motion. Ayes: Anderson, Connelly, Viger, Wischmeier, Jennings. Motion carried.

Adam Jennings, Mayor

Attest:

Rachel Myskevitz, Deputy City Clerk

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 08.30.22 FOR 01.01.23 EFFECTIVE DATE



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

Section 1: General Purpose

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

Section 2: Definition of Terms

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

- A. "Committee" means the organization created under this Agreement, the full name of which is the "Coordinating Committee for the South Lake Minnetonka Police Department."
- B. "Committee member" means a member of the Committee.
- C. "Council" means the governing body of the governmental unit which is a party to this Agreement.
- D. "Governmental unit" means a city or municipality.
- E. "Operating Committee" means the chief administrative officer of each of the parties.
- F. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- G. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- H. "Party" means governmental unit which enters into this Agreement.
- I. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- J. "Unanimous agreement of the parties" means that the measure is approved by a majority vote of council members present at the council meetings of each of the parties. If one or more of the councils does not approve the measure on a majority vote, there is no unanimous agreement.
- K. "ICR" means Incident Call Reports as compiled for each of the parties by the SLMPD. The ICR numbers used for the funding formula do not include citations.
- L. "Supplemental Services" means any additional police services requested and paid by any of the parties separate from the operating budget.

Section 3: Governing Body

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

Subdivision 2. The person holding the office of mayor of a party to this Agreement shall be a Committee member and serve on the Committee as representative of said party. An alternate Committee member may be appointed by the council of each party from the members of said council to serve for a term of one calendar year and represent said party on the

Committee in the absence of the mayor. The Committee member and alternate shall serve without compensation from the Committee.

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

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 member shall be eligible to vote on behalf of his / her party during the time that such party is in default on any financial payment required to be paid under the terms of the Agreement nor shall the vote of such party be counted for the purposes of determining a quorum.

Section 4: Officers & Meetings

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

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

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

Section 5: Powers & Duties of the Committee

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

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

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

Subdivision 4. It shall approve new positions (e.g. Deputy Chief, Drug Task Force Officer, etc).

Subdivision 5. It shall approve union contracts by unanimous vote of the Committee.

Subdivision 6. 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 7. It shall select a qualified accounting / auditing firm to prepare financial statements and conduct an annual financial audit. All of its books, reports, and records shall be available for and open to examination by the parties at reasonable times.

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 unanimous 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.

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 two persons. Authorized signers shall be the Committee chair, Committee vice chair, Chief of Police, 2nd in command officer, and the SLMPD administrator.

Subdivision 2.

- A. The allocation for funding the SLMPD operations, other than for any party's separately contracted services, shall be set taking into consideration the Member Cities' tax capacity, ICR statistics, and population using the formula shown on the attached Exhibit 4A.
- B. The operations funding percentages were last revised in July 2021 for 2022-26 budgets and shall continue to be reviewed and adjusted in five-year increments (in 2026 for 2027-31 budgets, etc). 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 4A.
- C. Each Member City shall fund the SLMPD the full amount of the allocation pursuant to the terms of the JPA.
- D. The Approved Annual Operating Budget for each year shall be determined in advance by unanimous agreement of the parties. If the parties do not unanimously agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year's Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget:
 - a) The increase in the region's Consumer Price Index for All Urban Customers (CPI-U) based on the previous June-to-June information available in July of each year; or
 - b) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the parties over the levy limit for that party for the prior year.
 - c) In the event that (a) or (b) decreases, the operating budget shall remain the same.

The above (a), (b), and (c) paragraphs apply only to operating expenses not governed by wage or benefit increases required by any union contracts. All parties must pay wage or benefit increases as required by union contracts; other expenses can have ceilings applied per (a), (b), and (c) above Adoption of an Approved Annual Operating Budget pursuant to this subdivision shall entitle each party to full and complete SLMPD services funded by the SLMPD annual operating budget and preclude delivery of multiple tiers or levels of services to parties.

- E. Parties may contract with the SLMPD for supplemental services delivered by separately dedicated personnel outside of the approved budget by unanimous agreement of the parties. The amount charged for supplemental services shall be capped at 115% of the actual hourly cost of pay, insurance, uniforms, gear, and training for an officer with 1 year of service. Agreement to provide such supplemental services shall not be unreasonably withheld.
- F. By unanimous agreement, the parties may establish a Capital Improvement Fund (CIF) for capital improvements for police facilities. The CIF funding formula shall be calculated annually in May based on the most current Net Tax Capacity plus Increment for each of the parties posted on the Hennepin County website. CIF budgets must be approved by a unanimous agreement of the parties. The CIF shall only be used for new buildings / facilities or the expansion of existing buildings / facilities and not for the replacement of carpet, roofs, HVAC systems, etc. in the existing buildings or for maintenance of existing buildings.

Section 8: Duration

This Agreement shall take effect January 1, 2023 and continue unless amended by unanimous agreement of the parties. Any party may request review of this agreement at any time.

Section 9: Adding Parties

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

Subdivision 2. Details regarding process, funding, additional personnel, etc. will be recommended by the Committee and must be approved by unanimous agreement of the parties to this agreement.

Subdivision 3. In the event that a party is added to this Agreement, such party shall have no ownership interest in the building.

Commented [JS1]: This should probably be defined. Is this all allocations from each party city together?

Commented [JS2]: I believe the Chief mentioned an internal spending policy, do we want to mention that here.

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 eight 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 eight months after May 1.
- B. All capital equipment remains the property of the SLMPD.
- C. ~~A withdrawing party shall not participate in b~~Budget approval ~~moves to a majority of the parties for the calendar year in which its withdrawal commences.~~
- D. A withdrawing party shall continue to have an ownership interest in the building. 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. The pro rata share shall be commensurate with the percentage based on the most current Adjusted Net Tax Capacity for each of the parties posted on the Hennepin County website.

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 for each remaining party shall be calculated by dividing a party's percentage, as set forth in Section 7, by the sum of the percentages of all remaining parties.

~~Subdivision 3. In the event that a party is added to this Agreement, such party shall have no ownership interest in the building.~~

Commented [J53]: Moved up.

Section 11: Dissolution

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

Section 12: Officers & Employees

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

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

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

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

Section 13: Prosecution – Violation of Ordinances & Laws

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

Section 14: Dispute Resolution

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

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

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

Repeal of Memorandum of Understanding

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

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

BY THE CITY OF EXCELSIOR

Todd R. Carlson, Mayor Date

BY THE CITY OF GREENWOOD

Debra J. Kind, Mayor Date

BY THE CITY OF SHOREWOOD

Jennifer Labadie, Mayor Date

BY THE CITY OF TONKA BAY

Adam Jennings, Mayor Date

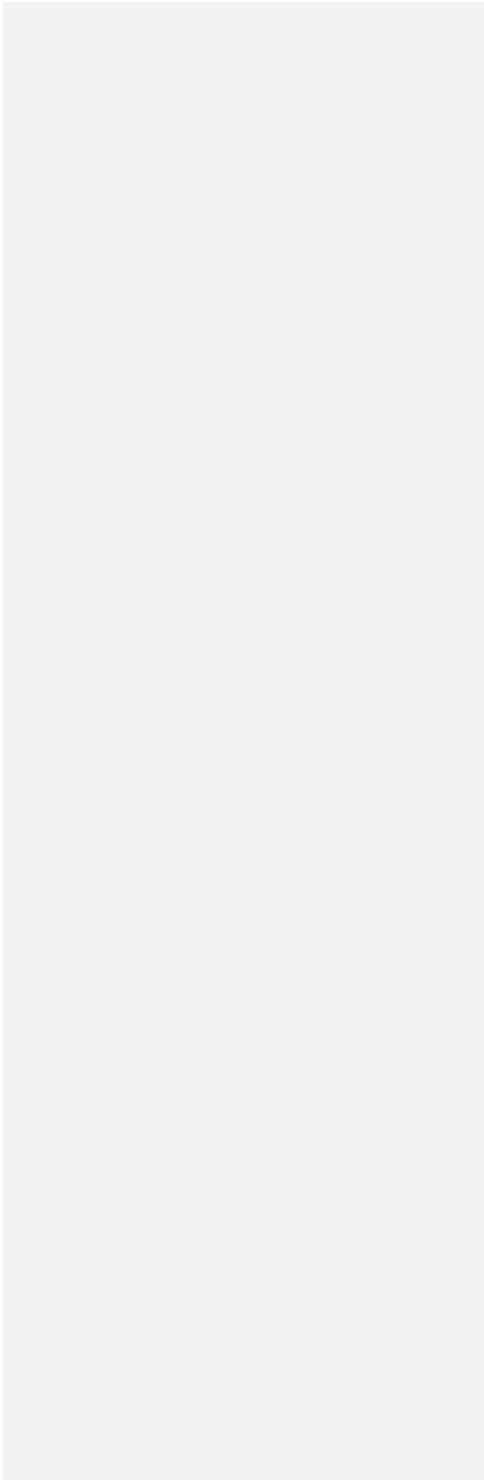


Exhibit A
Referenced in Section 7

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

POPULATION BASELINE							
	2005	2006	2007	2008	2009	Average	% of Avg. Total
Excelsior	2,380	2,395	2,437	2,382	2,360	2,391	19.4371%
Greenwood	759	814	818	804	808	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%
TOTAL	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	3,334,276	3,917,784	4,245,911	4,397,510	4,235,792	4,026,355	13.3040%
Greenwood	2,447,073	2,894,806	3,377,856	3,688,315	3,713,570	3,224,324	10.6539%
Shorewood	14,477,835	16,319,066	17,796,714	16,513,585	16,269,931	17,075,826	56.4224%
Tonka Bay	4,609,084	5,359,772	6,148,162	6,749,501	6,824,277	5,937,745	19.6197%
TOTAL	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	2,159	2,044	2,316	2,086	2,150	2,151	35.3597%
Greenwood	341	352	382	352	385	362	5.9574%
Shorewood	3,142	2,823	3,190	2,928	2,831	2,983	49.0334%
Tonka Bay	596	537	695	598	509	587	9.6495%
TOTAL	6,238	5,756	6,583	5,964	5,875	6,083	100.0000%

	Column A				Totals for 5-Year Avg
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	1/3 ICRs	
2005-2009	6.4790%	4.4344%	11.7866%	22.7003%	
Greenwood	2.1685%	3.5513%	1.9853%	7.7056%	
Shorewood	20.5205%	18.8075%	16.3445%	55.6725%	
Tonka Bay	4.1652%	6.5399%	3.2165%	13.921%	
TOTAL	33.3333%	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

REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2022-2026
Revised 07.07.21 - CORRECTION MADE TO FOOTER YEARS ON 05.19.22

POPULATION BASELINE							
	2010	2011	2012	2013	2014	Average	% of Avg. Total
Excelsior	2,188	2,203	2,235	2,284	2,273	2,257	18.9299%
Greenwood	688	688	698	693	689	691	5.6501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.5413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
TOTAL	11,658	11,680	11,870	11,993	11,875	11,815	100.0000%

TAX CAPACITY BASELINE							
	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	3,779,156	3,716,579	3,579,833	3,649,970	3,226,789	3,790,465	13.3031%
Greenwood	3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%
Shorewood	16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%
Tonka Bay	6,353,445	5,988,563	5,554,383	5,395,098	5,796,033	5,609,704	20.3896%
TOTAL	30,288,115	28,785,516	27,333,805	26,767,246	29,291,310	28,493,198	100.0000%

ICR BASELINE							
	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	1,951	2,116	2,192	2,653	2,354	2,261	35.6345%
Greenwood	286	270	332	360	401	330	5.2016%
Shorewood	2,680	2,610	3,284	3,373	3,175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
TOTAL	5,576	5,602	6,485	7,248	6,791	6,340	100.0000%

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

In 2026 the formula will be adjusted for 2027-2031 using Column B percentages as the new baseline numbers for Column A, and the numbers for the new averages will be from 2020-2024 for population, and from 2021-2025 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	689	691	5.8501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
TOTAL	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	3,579,833	3,649,970	3,226,786	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	5,395,098	5,796,033	5,609,704	20.3896%
TOTAL	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	1,951	2,116	2,192	2,614	2,354	2,261	35.6345%
Greenwood	286	270	332	360	401	330	5.2016%
Shorewood	2,680	2,610	3,284	3,373	3,175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
TOTAL	5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

	Column B				Totals for 5-Year Avg	Difference Col. A & B	Arbitration Allocation	C+D = New Allocation
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	1/3 ICRs				
2010-2014	6.3100%	4.4344%	11.8878%	22.6322%	-0.0681%	27.0000%	26.9319%	
Greenwood	1.9500%	3.6906%	1.7339%	7.3745%	-0.3311%	8.0000%	7.6684%	
Shorewood	20.8804%	18.4118%	15.9002%	55.1924%	-0.4801%	50.0000%	49.5193%	
Tonka Bay	4.1929%	6.7966%	3.8115%	14.8010%	0.8794%	15.0000%	15.8794%	
TOTAL	33.3333%	33.3334%	33.3334%	100.0001%		100.0000%	100.0001%	

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

TAX CAPACITY 2016-2020							
	2016	2017	2018	2019	2020	Average	% of Avg. Total
Excelsior	4,638,729	4,973,275	5,436,784	5,774,617	6,235,205	5,436,967	15.9172%
Greenwood	3,387,471	3,749,653	3,960,542	4,090,777	4,444,257	3,915,864	11.4640%
Shorewood	16,796,414	17,582,141	18,738,484	19,376,580	20,198,532	18,498,473	54.1558%
Tonka Bay	5,882,972	6,190,423	6,590,064	6,681,790	6,730,124	6,306,546	18.4630%
TOTAL	29,555,742	31,344,715	33,186,305	35,474,934	38,691,981	34,157,852	100.0000%

ICRs 2016-2020							
	2016	2017	2018	2019	2020	Average	% of Avg. Total
Excelsior	2,398	2,129	1,819	1,972	1,700	1,984	35.7071%
Greenwood	376	352	319	383	397	363	6.2416%
Shorewood	2,796	2,697	2,714	2,621	2,516	2,669	48.0415%
Tonka Bay	577	577	525	551	467	539	9.7098%
TOTAL	6,147	5,755	5,377	5,427	6,070	5,555	100.0000%

	Column B				Totals for 5-Year Avg	Difference Column A & B	Arbitration Allocation	C+D = New Allocation
	1/3 Pop	1/3 Tax Cap	1/3 ICRs	1/3 ICRs				
2015-2020	6.3823%	5.3057%	11.9024%	23.904%	0.5662%	27.0000%	27.9562%	
Greenwood	1.9284%	3.8213%	2.1805%	7.9302%	0.5557%	8.0000%	8.5557%	
Shorewood	20.8403%	18.0519%	16.0136%	54.906%	-0.2864%	50.0000%	49.7136%	
Tonka Bay	4.1819%	6.1543%	3.2368%	13.572%	-1.2278%	15.0000%	13.7122%	
TOTAL	33.3333%	33.3332%	33.3333%	99.9968%		100.0000%	99.9997%	