

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION
MONDAY, MAY 22, 2023**

**5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:30 P.M.**

AGENDA

1. CONVENE CITY COUNCIL WORK SESSION

A. Roll Call

Mayor Labadie _____

Johnson _____

Callies _____

Maddy _____

Sanschagrin _____

B. Review Agenda

ATTACHMENTS

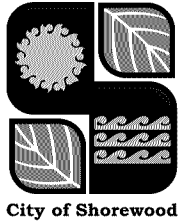
2. CLOSED SESSION

Pursuant to Minnesota Statutes, section 13D. 05, subdivision 3(d), as permitted, the City Council will be moving into a Closed Session to discuss issues related to security systems and emergency response procedures.

3. REVIEW PROPOSED MODIFICATIONS TO SOUTH LAKE MINNETONKA POLICE DEPARTMENT JOINT POWERS AGREEMENT

City Administrator Memo

4. ADJOURN



City Council Work Session Item

Title/Subject: Proposed Changes to SLMPD Joint Powers Agreement
Meeting Date: May 22, 2023
Prepared by: Marc Nevinski, City Administrator
Attachments: Working Group Agenda + Draft JPA

Item
3

Background:

The Joint Powers Agreement that governs the South Lake Minnetonka Police Department is set to expire at the end of 2023. Last fall the cities of Shorewood, Greenwood, and Tonka Bay agreed to and approved an updated JPA but Excelsior delayed approval and instead proposed a host of changes to the JPA at the April 11, 2023 Coordinating Committee meeting. While a number of the changes were relatively minor and generally not viewed as particularly controversial. These included:

- Various clarifications and updating terminology.
- Reducing five-year data intervals to three
- Adjusting the procedure if an annual budget is not approved. (Sec 7, Subd 2, A and D, respectively)
- Tasking the Operating Committee (City Administrators/Manager) with day to day supervision of the Chief. (Sec 6)
- Adjustments to requirements for a party to withdrawal or dissolution of JPA (Secs 10 & 11)
- Expenditure guidelines for the Chief (Sec 12)

The most significant proposal put forward by Excelsior is a change in the funding formula. The funding allocation for the SLMPD has been a point of contention for decades. In 2006 an arbitrator established that the communities should fund the SLMPD operations with the following percentage:

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

Additionally, the arbitrator determined that the percentages should be reviewed and adjusted in five-year increments using the five year averages of the following criteria: 1) population, 2) tax capacity, and 3) ICR (incident case reports), with each criteria assigned an equal weight of 33.33%. Each communities' criteria data is divided by the total criteria data of all four communities to determine each communities' proportion of the criteria. That figure is then multiplied by 33.33%. The proportions of each communities' three criteria (population + tax capacity + ICRⁱ) are then added together to determine the total five year average proportions.

The five-year averages are calculated in five-year incremental periods and compared to the previous five-year incremental period. Any deviations between the incremental periods are added or subtracted from the percentages established by the arbitrator in 2006. This adjusted percentage is then used to

determine each communities' share of the SLMPD's annual operating budget. A sheet showing the historical data and calculations is included with the attached draft JPA as Exhibit A.

Excelsior is proposing eliminating the arbitration allocation of the funding formula and using the average of the past three (not five) years criteria data. Excelsior believes the 2006 arbitration allocation is outdated and that the JPA communities have changed since then. Absent any dramatic changes in the established criteria, modifying the formula would result in a roughly five percent increase in Shorewood's annual share of the SLMPD's operating budget.

Keep in mind that each city has only one vote on the Coordinating Committee which governs the SLMPD, regardless of its funding share or percentage of its population. Excelsior has issued 16 liquor licenses in 2023 compared to Shorewood's five. For 2021, the Met Council estimated the total population of the four cities at 12,344, which breaks downs as follows:

Shorewood	7827 (63.4%)	Tonka Bay	1433 (11.6%)
Greenwood	724 (5.8%)	Excelsior	2360 (19.1%)

At the April 11, 2023 Coordinating Committee meeting, the four cities expressed an intent to work collaboratively to consider Excelsior's proposed formula change. A working group comprised of the mayors (who make up the Coordinating Committee) plus one council member from each community was proposed. The working group is scheduled to meet on Wednesday May 24 at 2:00 PM.

Financial or Budget Considerations:

For 2023, the proposed modifications to the JPA are estimated to add \$75,000 to Shorewood's \$1.48M share of the SLMPD operating budget.

Discussion Requested:

Council is asked to:

- 1) designate a Council member to serve with the Mayor on the working group
- 2) provide direction for discussions at the working group meetings.

ⁱ ICRs do NOT include the following: Traffic stops, Parking violations, Directed patrols, Special events, or voided calls for service. IRCs for the past two years are shown below:

	Shorewood	Excelsior	Tonka Bay	Greenwood
2021	2557	1834	503	280
2022	2579	1984	496	288
% change	+0.86%	+ 8.17%	-1.39%	+2.85%



AGENDA / PUBLIC NOTICE

South Lake Minnetonka Police Department Joint Powers Agreement Working Group Meeting

2pm, Wednesday, May 24, 2023

South Lake Minnetonka Public Safety Building

Emergency Operations Center (lower level)

24150 Smithtown Road, Shorewood, MN 55331

1. CALL TO ORDER | ROLL CALL | APPROVE MEETING AGENDA

SLMPD Coordinating Committee Chairman Todd Carlson will facilitate the meeting.

2. DISCUSS 04.12.23 DRAFT OF THE JPA (file attached)

The goal of the Working Group is to come to a consensus regarding a draft of the JPA that we believe our respective councils will approve. No official action will be taken at the Working Group meeting.

3. ADJOURNMENT

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~~04.12.23 FOR ~~074~~0407.01.23 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.~~ B. "Committee funds" means all funds for the South Lake Minnetonka Police Department.
- ~~B.C.~~ B.C. "Committee member" means a member of the Committee.
- ~~C.D.~~ C.D. "Council" means the governing body of the governmental unit which is a party to this Agreement.
- ~~D.E.~~ D.E. "Governmental unit" means a city or municipality.
- ~~E.F.~~ E.F. "Operating Committee" means the chief administrative officer of each of the parties.
- ~~F.G.~~ F.G. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- ~~G.H.~~ G.H. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- ~~H.I.~~ H.I. "Party" means governmental unit which enters into this Agreement.
- ~~I.J.~~ I.J. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- ~~J.K.~~ J.K. "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.L.~~ K.L. "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.M.~~ L.M. "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.

Subdivision 5. 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) by unanimous vote of the Committee.

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.

Subdivision 10. 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 119. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

Subdivision 12. It shall annually approve a fee schedule for the SLMPD by unanimous vote of the Committee.

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.

~~G.D.~~ Functioning as the personnel committee for complaints or issues regarding the Chief of Police.

~~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'~~ party's 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 ~~three~~ five-year increments (in 202~~56~~ for 202~~67-2834~~ budgets, etc). The comparison of the tax capacity, ICRs, and population will be made for each subsequent ~~three~~ five-year period with the data as shown in Exhibit ~~4A~~.
- C. Each ~~Member City~~ party 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 Operating Budget will remain the same as it was in the preceding year except for wage or benefit increases required by any union contracts. 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 ~~e~~ Each party shall be entitled 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 based on capped at 115% of the actual hourly wage and overhead costs, 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 ~~July~~ January 1, 2023 and continue until December 31, 2033 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, building ownership, 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.~~

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 MayOctober 31 for withdrawal. Such withdrawal would be effective December 31 on the year following notice, 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 budget approval 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.

Subdivision 3. 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, a revised version of this Agreement (with new funding allocations) shall be reviewed and unanimously approved by the remaining parties before January 1. In the event that the parties fail to approve a revised version of this Agreement by January 1, the departing party's allocation shall be split between the remaining parties on a pro rata basis.~~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.~~ NOTE: NEED TO DEFINE PRO RATA.

Section 11: Dissolution

Subdivision 1. This Agreement shall remain in full force and effect until all the remaining parties have voted in favor of dissolution or the term of the Agreement has expired.

Subdivision 2. 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.

G. Shall be allowed to make purchases within the budget up to \$20,000 without Coordinating Committee approval. NOTE: SHOREWOOD WILL FOLLOW UP WITH THEIR ATTORNEY. MAY ALSO NEED TO CONSULT WITH AN AUDITOR.

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 parties~~ 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	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	4,397,510	4,235,792	4,026,355	13.3040%
Greenwood	2,447,073	2,894,806	3,377,856	3,688,315	3,713,570	3,224,324	10.6539%
Shorewood	14,477,835	16,319,066	17,798,714	18,513,585	18,269,931	17,075,826	56.4224%
Tonka Bay	4,609,014	5,358,772	6,148,162	6,748,501	6,824,277	5,937,745	19.6197%
	24,868,698	28,490,428	31,570,643	33,347,911	33,043,570	30,264,250	100.0000%

ICR BASELINE

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

	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	33.3333%	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	2,237	18.9299%
Greenwood	688	688	698	693	689	691	5.8501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
	11,658	11,680	11,870	11,993	11,875	11,815	100.0000%

TAX CAPACITY BASELINE

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

ICR BASELINE

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

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

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%
	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	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	286	270	332	360	401	330	5.2016%
Shorewood	2680	2610	3284	3373	3175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
	5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for 5-Year Avg	Difference Col. A & B	Arbitration Allocation	C+D = New Allocation
Excelsior	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%	7.6689%
Shorewood	20.8804%	18.4118%	15.9002%	55.1924%	-0.4801%	50.0000%	49.5199%
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%
	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	16,798,414	17,582,141	18,738,484	19,376,580	20,198,532	18,498,473	54.1558%
Tonka Bay	5,862,972	6,190,423	6,590,064	6,681,790	6,730,124	6,306,548	18.4630%
	29,855,742	31,344,715	33,186,305	35,474,934	36,891,981	34,157,852	100.0000%

ICRs 2016-2020

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

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