

**WEST HENNEPIN PUBLIC SAFETY DEPARTMENT
BOARD OF COMMISSIONERS
Tuesday, September 12, 2023
9:00 a.m.
WHPS Conference Room**

AGENDA

1. Call to Order
2. Additions to the Agenda
3. ******Consent Agenda ******
All items listed under Consent Agenda are routine by police commissioners and will be acted on by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent agenda and will be considered separately.
 - a) Approval of July 25, 2023, Police Commission Minutes
 - b) Review of July, August 2023 Activity Reports
 - c) Review of July and August 2023 Claims
 - d) Review of 2023 YTD Budget Report and Cash Asset Reports
 - e) Review of 2023 Accrued Vacation/Comp/Sick Time Reports
4. Items of Interest - Community Events

Old Business

5. 2024 Budget Proposal
6. Employee Duty Disability Update
7. Police Officer Hiring/Recruitment Process
8. Records Management/Data Migration JPA
9. 911 Embedded Social Worker Pilot Project JPA
10. 2023 Public Safety Aid
11. West Metro Drug Task Force

New Business:

12. School Resource Officer Law Change
13. PC Meeting dates: All meetings held at WHPS conference room at 8:00 a.m.
 - December 19 (if needed)
14. Adjourn

POLICE COMMISSION PACKET

POLICE COMMISSION MEETING
WEST HENNEPIN PUBLIC SAFETY
Tuesday, September 12, 2023, 8:00 a.m.
West Hennepin Conference Room

Approval of July 25, 2023, Police Commission Meeting Minutes

Meeting minutes have been included for your review and approval.

July and August 2023 Activity Reports

Between January 1 and August 31, 2023, WHPS handled 2,355 incident complaints: 667 in Maple Plain, 1,688 in Independence.

The Criminal Part I and Part II cases for both cities have been highlighted for your review in the enclosed July and August 2023 Activity Reports/Director's News and Notes. Director Kroells will highlight a few cases if requested.

Approval July and August 2023 Claims

July and August 2023 claims are attached for review and approval.

2023 YTD Budget & Cash Asset Reports

In reviewing the 2023 Budget vs. Actual reports from January 1 to August 31, 2023, West Hennepin Public Safety (WHPS) has received \$1,589,638 or 70.16% in income with expenses of \$1,564,320 or 69.05%. This is a difference of \$25,317.

Balances of other accounts are: Crime Prevention \$5,842, Federal Forfeiture \$143,694, Reserves \$4,067, Capital Outlay \$34,591, Military Leave PERA \$23,411 and Severance \$74,244.

2023 YTD Accrued Vacation/Comp/Sick Time

The accrued vacation, compensation and sick time reports are enclosed for review.

Items of Interest/Community Events

- August 1, Night to Unite Block Parties were well attended by citizens and WHPS staff
- Squad finally repaired due to pursuit from April 28, 2023
- September 5 new City Administrator for Maple Plain welcomed to the city
- September 7, Police vs. Fire Softball game
- September 7, vehicle fair attended by WHPS at Orono Discovery Center
- Flock Cameras ALPR back and operational
- MnDOT discussion on Hwy 12 and County Road 92 roundabout

2024 Budget Proposal

Included in the packet is the 2024 Budget Proposal completed by Director Kroells. After the proposed budget was reviewed by both cities, some questions were raised on how the personnel section increased roughly 5% when all employees were provided a 3% salary increase. This was explained in

the narrative and can be discussed further if needed. No other line-item changes were made in the 2024 budget since it was presented at the July 25, 2023, police commission meeting. See attached packet for further details.

Employee Duty Disability Update

WHPS continues to work with our attorneys regarding the pending duty disability hearing coming up on September 19, 2023. Chief Kroells and Sgt. Denneson will be attending the hearing as needed. Additionally, the League of Minnesota Cities attorney is handling the worker compensation hearing. A pretrial hearing is scheduled for November 13, 2023.

As stated at our last meeting, the 2023 legislative session did provide funding for cities to assist in 100% of reimbursement of duty disability funding for continued medical benefits.

Police Officer Hiring Process

WHPS has been short one full time police officer since July 1, 2023. A qualified candidate applied and was interviewed on August 17 and August 24. This candidate was provided a conditional offer of employment pending the successful completion of a background investigation, psychological exam and physical fitness testing. WHPS expects to know the results of these exams by the end of September. If testing in these areas is successful, Chief Kroells will make a final offer of employment to this candidate. It is expected this person would start employment in early October.

WHPS would like to keep the hiring process open even though we made a conditional offer to one individual. This provides WHPS options if the candidate does not successfully complete the conditions of employment and to find a second hire to replace an opening pending the retirement of one of our officers. WHPS is also requesting to add a hiring bonus to our job posting so we can attract more applicants.

Director Kroells is also requesting the opportunity to explore the idea of hiring two or three part-time officers to help fill the gaps in overtime as we move into the next five years. These officers would be working full time currently at another agency or recently retired. This could be a great opportunity to have a couple of extra part time officers available to fill in some shifts vs. paying overtime.

Records Management System (RMS) Discussion

WHPS continues to work with our 12 partner agencies in the Lake Minnetonka Area Consortium (LMAC) to secure our data in our record management system (RMS) called Law Enforcement Technology Group (LETG). As a reminder, this Joint Powers Agreement (JPA) covering the data storage service agreement is for the migration of data from Central Square to our own shared server at South Lake Minnetonka Police Department. This will allow all 12 law enforcement agencies in the LMAC to manage our public data now and in the future. At our last police commission meeting we approved the JPA and GTEL and MEI service contracts. Since that meeting, two city attorneys requested minor changes on these documents. Those minor changes are listed below:

1. The agreement is now specifically framed as a JPA under Minnesota Statutes § 471.59. The initial version did not specify the JPA clearly.
2. In Section 3 (Member Governing Board), it now specifies that, "For the purposes of determining total liability for damages, Parties shall be considered a single governmental unit." All parties are now "a single governmental unit" "for the purposes of determining total

liability for damages.” This generally means that if, for some reason, the Board or joint powers entity gets sued for an injury caused by one member, the injured party can’t recover from each and every member, and the injured party can’t aggregate the maximum damages from each member and claim the “cap” from each member.

3. We now have a three-year notice period for withdrawal for any Party. It was a 7-year notice period initially.
4. The Data Practices section now specifies that the Authorized Representative/SLMPD, as the host site for the servers, is not obligated to respond to data requests for the other Members.
5. This Agreement now replaces the LMAC agreement (see Section 13).
6. A section was added that allows for electronic signatures and a section that specifies the effective date of the Agreement.

The proposed estimated cost has increased to \$9,500 for initial data migration with an annual maintenance contract of three years at approximately \$7,200 per year. I am requesting approval of the updated JPA covering the Data Serve Sharing agreement, GTEL Professional Services Contract and MEI Professional Services Contract

911 Embedded Social Worker Pilot Project

The JPA has been signed by WHPS, Hennepin County Behavioral Health and the Hennepin County Commissioners. We are currently in the final stages of training and will be live very soon. I am excited to have such a program to help our officers and community members dealing with mental health concerns.

2023 Public Safety Aid Proposal

As discussed at our last police commission meeting, WHPS is seeking approval for the public safety aid funding to be provided directly to WHPS once it is obtained from the State of Minnesota. This is a one-time public aid and will be provided to cities with police departments to assist with retention and recruitment. In review of the funding aid, I noted City of Maple Plain will receive roughly \$89,752 and City of Independence will receive \$166,070. The commissioners must certify the aid to each city by September 1, 2023, and payment to each city by December 26, 2023.

In review of the 2023 budgets for WHPS and all fire agencies that serve City of Maple Plain and City of Independence, 34% of the funding from Maple Plain should be dedicated to fire and 66% towards WHPS. In my review of the funding for Independence, 29% should be dedicated towards fire and 71% towards WHPS. This public safety aid funding, \$58,740 from Maple Plain and \$117,909 from Independence, should be dedicated to WHPS under the 2023 Public Safety Aid.

West Metro Drug Task Force

On August 17, 2023, a joint meeting was held between all Chief Law Enforcement Officers from the West Metro Drug Task Force (WMDTF) and the Southwest Hennepin Drug Task Force (SHDTF). It was agreed by all that joining both task forces into one drug task force under a Violent Crime Enforcement Team (VCET) was the right decision for future funding, staffing and increased narcotics cases in the metro area. Hennepin County will move forward and apply for the VCET team. Further

discussion was had on the office location and the new name of the task force. Both will be determined at another time.

WHPS is supportive of this VCET and is appreciative of the support provided by the police commission for joining this VCET team. This will keep our agency involved in a drug task force for many years and will help our agency combat illegal narcotics use and sales in our communities.

School Resource Officer Law Change

As most of you have heard in the news, many law enforcement agencies around the state are pulling their school resource officers from the schools due to a recent change in the law that restricts the ability of a school resource officer or a contracted officer by a school district to use force on a student. WHPS does not provide a school resource officer and is not contracted by a school district to provide services to any of our schools, so the recent law changes do not affect our agency. Included are letters requesting clarification on the recent law changes and how it limits the amount of force a school resource officer can use on a student. This law change is in Minnesota Statute 121A, which governs student rights, responsibilities and behavior.

2023 Police Commission Dates and Times

WHPS police commission meetings will be held at WHPS' conference room at 8 a.m. on the following date: December 19 (if needed).

**WEST HENNEPIN PUBLIC SAFETY DEPARTMENT
BOARD OF COMMISSIONERS**

Tuesday, July 25, 2023

8 a.m.

West Hennepin Public Safety Conference Room

MEETING MINUTES

1. Call to Order.

Pursuant to due call and notice thereof, a regular meeting of the West Hennepin Public Safety Board of Commissioners was called to order at 8:03 a.m. by Chairperson Marvin Johnson.

Present: Commissioner Mayor Julie Maas-Kusske, Commissioner Mayor Marvin Johnson, Commissioner Lynn Betts, Commissioner Andrew Burak, Director Gary Kroells, Recording Secretary Kim Curtis

Others Present: Independence City Administrator Mark Kaltsas, Interim Administrator for City of Maple Plain Shirley Slater-Schulte, West Hennepin Public Safety (WHPS) Police Officer Ben Anderson

2. Additions to the Agenda

WHPS Police Officer Ben Anderson requested to address the police commission. Motion by Maas-Kusske, seconded by Betts, to move Officer Anderson as the first agenda item. All voted aye. Motion carried.

Officer Anderson thanked the commission for all their support of WHPS. He and the other officers appreciate the shed and having North Memorial in the shed. It's made a huge, positive impact on response times to incidents. The workout room for officers to use is benefitting their mental and physical health. Officer Anderson thanked the commission for keeping WHPS' compensation and benefits competitive and providing WHPS with the necessary equipment to protect the officers during high stress incidents. The commissioners thanked Officer Anderson for his service. He then left the meeting.

3. Consent Agenda

- a) Approval of April 25, 2023, Police Commission Minutes
- b) Review of April, May, and June 2023 Activity Reports
- c) Review of April, May, and June 2023 Claims
- d) Review of 2023 YTD Budget Report and Cash Asset Report
- e) Review of 2023 Accrued Vacation/Comp/Sick Time Reports

Motion by Maas-Kusske, seconded by Betts, to approve the consent agenda items. All voted aye. Motion carried. The April, May, and June 2023 claims were signed and given to Recording Secretary Curtis.

4. Items of Interest – Community Events

- Citizens Police Academy Graduation May 25, 2023
- \$500 donation to WHPS from Maple Plain resident
- New squad was set up and put in service.
- Thank you to Officer Ebeling for his help with a medical in Independence on June 19, 2023.
- Delano City Administrator Phil Kern is the new chair for the Highway 12 Safety Coalition. Chief Kroells is now the vice-chair.
- Officer Josh Brozek resigned from WHPS on June 30, 2023. An open house was held for his 10 years of service to WHPS on June 27, 2023.
- Security fence around WHPS and Independence City Hall was completed.
- July 8 Vehicle pursuit on Hwy 12 successfully completed with a PIT maneuver. Squad slightly damaged & awaiting repairs.
- July 10 Semi-Tractor trailer entered roundabout at Hwy 12 and 92 going too fast and went into the ditch.
- WHPS is still working with MnDOT regarding sight lines and signage at Hwy 12 and County Road 92.
- Officer Thompson took over investigations for WHPS.
- An Officer took over West Metro Drug Task Force agent for WHPS.
- Thank you email to Sgt. Howes and Officer Eldred regarding a child welfare issue.
- Thank you email to Chief Kroells for getting an additional sign at Co 92 and Hwy 12 off ramp.

Director Kroells added the following:

- Officer Brozek appreciated the open house that was held for him on his last day of employment with WHPS.
- July 8 WHPS was involved in a pursuit and PIT that ended successfully. The squad sustained \$5,000 in damage but is drivable and will be fixed.
- July 24 a semi broke down in the roundabout at Highway 12/County Road 90 that resulted in Highway 12 traffic being diverted for 2.5 hours.
- Vinland reported a missing person who was found July 25th drowned in a river in North Dakota.
- Flock cameras should be working again within the next week.

Old Business

5. Employee Duty Disability Update

WHPS continues to work with its duty disability attorney to list MN State Patrol as the cause of the disability. The duty disability hearing is scheduled. LMC is handling the worker's compensation hearings.

The 2023 legislative session approved full reimbursement to public employers for duty disabilities medical benefits effective July 1, 2023. Director Kroells expects WHPS will be reimbursed 100% for medical benefits for a duty disability claim.

6. Police Officer Hiring/Recruitment Process

WHPS completed the interview process of two candidates for the open police officer position. One was provided a conditional officer pending successful completion of a background investigation and medical and psychological exams. That candidate will not be moving forward in the hiring process. WHPS continues to take applications for the opening. WHPS received an application. The applicant will be interviewed this week.

7. Records Management/Data Migration JPA

Lake Minnetonka Area Consortium (LMAC) is in the final stage of approving a joint powers agreement (JPA) with all 13 agencies to move data away from Central Square. Central Square owns the record management system (RMS) used by the LMAC agencies called Law Enforcement Technology Group (LETG). A copy of the JPA was included in the commission packets. GTEL and Morris Electronics are willing to secure LMAC's data on a server that will be located at South Lake Minnetonka Police Department (SLMPD). The data will be migrated to a shared server at South Lake Minnetonka PD. The estimated cost to move the data is \$7,700 and the annual maintenance contract for seven years is \$5,800. Director Kroells requested the police commission to formally approve the JPA.

Since the April 25, 2023, Police Commission meeting, Central Square put out a statement advising it is no longer planning to discontinue LETG. This buys the LMAC agencies more time to continue researching a new RMS system. Director Kroells stated a new RMS would not be functional for 18-24 months, would cost \$130,000-\$150,000 and have an annual maintenance of \$12,000-\$18,000. He has begun updating these costs in WHPS' future Capital Improvement Plan.

Motion by Betts, seconded by Maas-Kusske, to approve the LMAC JPA. All voted aye. Motion carried.

8. 911 Embedded Social Worker Pilot Project JPA

At the April 25, 2023, police commission meeting, the commission approved WHPS' participation in the 911 Embedded Social Worker Pilot Project. The final JPA between WHPS and Hennepin County Behavioral Health has been signed. WHPS is waiting for it to be approved and signed by the Hennepin County Commissioners.

9. 2023 Public Safety Aid

Governor Walz signed a one-time, \$300 million public safety aid proposal for Minnesota. The purpose is to assist police and fire departments. The City of Maple Plain will receive approximately \$89,752 and the City of Independence will receive approximately \$166,070. In reviewing WHPS and fire agencies' 2023 budgets, Director Kroells requested 66% of the funding to Maple Plain (\$58,740) and 71% of the funding to Independence (\$117,909) be dedicated to WHPS. The Revenue Commissioner should certify the aid by September 1, 2023. Cities will receive funds by December 26, 2023. The commissioners will discuss this issue and Director Kroells' request at their upcoming workshops.

10. Bank Signature Cards

Updated bank signature cards adding Burak as a signer on WHPS' bank accounts were passed for signatures and returned to Curtis.

New Business

11. Night to Unite Events August 1, 2023

Night to Unite events are scheduled for Tuesday, August 1, 2023, 5:30 to 9 p.m. WHPS is looking for citizens willing to be block party captains and organize parties in their neighborhoods. A list of parties will be provided to both city councils once parties are confirmed. WHPS officers, reserve officers, city staff and staff from Maple Plain Fire and Loretto Fire attend all block parties. As of the date of this meeting, there are six registered block parties, and more are expected.

12. New Cannabis Laws

Recreational use and possession of marijuana will become legal in Minnesota on August 1, 2023. Use of marijuana in public spaces is a big concern as currently, neither Maple Plain or Independence have any city ordinances preventing the smoking or vaping of marijuana in parks, streets, on sidewalks or in other public spaces. WHPS will work with each city to review city ordinances in order to properly regulate use of marijuana in their public spaces. An overview of the new laws provided by WHPS' criminal attorney was included in the packets.

13. Policy Updates

Lexipol continuously reviews and updates WHPS' policy manual and makes necessary changes throughout the year to reflect changes in federal, state, and tribal laws. Director Kroells then reviews and approves the changes and additions. Summaries of updated policies for the commission's review included 305-Control Devices, 300-Use of Force, 307-Firearms, 430-First Amendment Assemblies, 06-Unmanned Aerial System Operations and 1029-Personnel Employment Policies.

14. June 19 Federal Holiday

June 19, classified as a federal holiday effective in 2024, was made retroactive to 2023 by Governor Walz. Both cities provided it to their employees. Director Kroells requested holiday dates in WHPS' personnel policy be updated to include it as a paid holiday for its employees as well. Motion by Maas-Kusske, seconded by Burak, to backpay officers and add June 19th as a 12th holiday to WHPS' holiday policy. All voted aye. Motion carried.

15. West Metro Drug Task Force

The West Metro Drug Task Force (WMDTF) discussed joining forces with the Southwest Hennepin Drug Task Force (SHDTF) at a meeting on June 29, 2023. Many drug task forces in Minnesota are a part of the Office of Justice Programs and are provided funding for the Drug and Violent Crime Enforcement Teams (VCET). A map was provided in the packets for review. Hennepin County Sheriff's Office would like to combine WMDTF and SHDTF and apply for a VCET. State VCET Coordinator Ken Saas, WMDTF Board of Directors, and Hennepin County Sheriff's Office met in July to discuss joining efforts in a VCET. At this time, a decision has not been met. Director

Kroells recommended WHPS continue to have one police officer on the WMDTF as an agent or a State VCET program. Hennepin County Sheriff's Office will pull their agents out of the WMDTF, if WMDTF would dissolve. Motion by Maas-Kusske, seconded by Betts, for WHPS to become a member of VCET. All voted aye. Motion carried.

16. 2024 Budget Proposal

WHPS' 2024 Budget Proposal was included in the packets showing a 4.1% increase. The increase for the City of Maple Plain is 2.9% and for City of Independence is 4.5%. Discussion was had about looking at other, less expensive healthcare options. Director Kroells was able to negotiate \$3.00 per gallon for fuel, which decreases the fuel budget. A correction was noted on page 10. When the correction is made, WHPS' budget will be updated on the website. The commissioners will present this budget back to their city councils.

17. PC Meeting Dates: All meetings held at WHPS Conference Room at 8 a.m.

The next meeting, scheduled for September 26, was rescheduled to September 12, 2023, at 9 a.m. in WHPS conference room. An additional meeting is scheduled for December 19, 2023, at 8 a.m. in WHPS conference room if needed.

18. Adjourn

Motion by Johnson, seconded by Maas-Kusske, to adjourn. All voted aye. Motion carried. The meeting adjourned at 10:10 a.m.

Date: August 3rd, 2023
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Gary Kroells
SUBJECT: JULY 2023 ACTIVITY REPORT



The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle crashes, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

Monthly Activity Report July 2023

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	8	6	23	39
Traffic	176	124	601	665
Part III	1	5	16	33
Part IV	29	32	174	217
Part V	111	129	641	810
Total City of Independence	325	296	1,455	1,764
City Of Maple Plain				
Criminal	3	9	21	35
Traffic	54	40	203	174
Part III	1	1	10	11
Part IV	26	28	149	145
Part V	51	49	256	362
Total City Of Maple Plain	135	127	639	727
Grand Total Both Cities	460	423	2,094	2,491
TZD	74	41	167	108
Agency Assists	32	31	136	168
Total ICR Reports	492	454	2,397	2,767
How Received				
Fax	3	8	54	49
In Person	7	12	67	92
Mail	0	2	2	8
Other	1	1	6	11
Phone	43	20	152	234
Radio	157	176	827	1,084
Visual	241	186	976	955
Email	13	11	99	151
Lobby Walk In	27	22	141	174
Total	492	438	2,324	2,758

July 2023 Part I & II

City of Maple Plain #'s 1 & 2

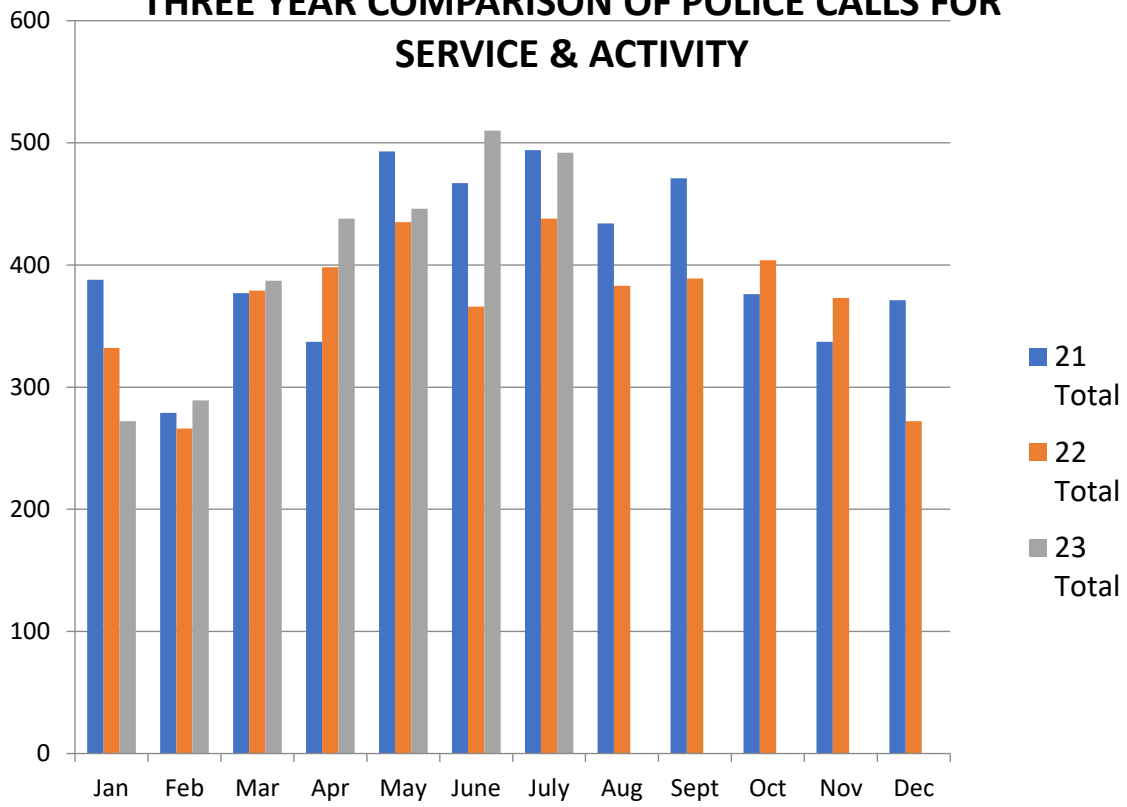
AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23002471	Chase/Pursuit	2023-07-08	02	2023-07-08	JF608	2
WHPS	23002649	Criminal Damage to Property	2023-07-18	01	2023-07-18	P110H	2

July 2023 Part I & II

City of Independence Grid #'s 3-5

AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23002406	DWI 3 rd Degree Refusal	2023-07-04	05	2023-07-04	JFR01	2
WHPS	23002594	Fight	2023-07-13	04	2023-07-13	A5302	2
WHPS	23002631	AA Renville County – Stolen Mail	2023-07-17	04	2023-07-17	U1770	2
WHPS	23002640	Stolen Mail	2023-07-18	04	2023-07-18	U1770	2
WHPS	23002642	Stolen Mail	2023-07-18	04	2023-07-18	U1770	2
WHPS	23002643	Stolen Mail	2023-07-18	04	2023-07-18	U1770	2
WHPS	23002818	Accident/PI – 3 rd Degree DWI	2023-07-29	03	2023-07-18	JFW01	2

THREE YEAR COMPARISON OF POLICE CALLS FOR SERVICE & ACTIVITY



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY
July 2023 Activity Report

Year to Date Activity Report

At the end of July 2023, West Hennepin Public Safety (WHPS) handled year-to-date a total of 2,324 incident complaints. For the month of July; 325 incidents occurred in the City of Independence and 135 in the City of Maple Plain.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

Citation
July 1

8700 block of Highway 12, Independence. Officer was on routine patrol in the area early in the morning and observed a vehicle pulled onto the shoulder with its flashers on. Officer stopped to see if they need assistance. Occupants of the vehicle advised they were enroute to a methadone clinic when they hit a deer. Officer identified the driver and found her driver's license status was revoked due to no insurance. Officer contacted the registered owner of the vehicle who advised there was no insurance on the vehicle. Driver was cited for the offenses and advised to find a ride.

Animal Complaint
July 1

9300 block of County Road 11, Independence. Officer was dispatched to take a phone call regarding a suspected malnourished horse. Officer called the reporting party who explained she takes care of horses and was concerned for this horse. The reporting party stated the horse's ribs appeared underfed and the hip bones were protruding. Officer spoke to the animal owner who was advised of the concerns. Animal owner stated the horse is 30 years old and gets fed twice a day. Reporting party was advised.

Disturbance
July 2

5700 block of Maple Ridge Drive, Maple Plain. Officer was dispatched to a possible active disturbance. Officer arrived on scene and spoke to the reporting party who stated he was delivering a package, and someone threw a ball at his vehicle. There was no damage to the vehicle. Officer spoke to nearby homeowner who stated he was sick of vehicles driving so fast down the road, so he threw a tennis ball at the vehicle to slow them down. He was advised to not do that and to call if he thought people were speeding in the neighborhood so officers could be aware of the ongoing issue. He understood.

Fireworks
July 3

100 block of Ingerson Road, Independence. Officer was dispatched to a fireworks complaint. Reporting party stated there were fireworks going off where there's a house under construction. Officer arrived in the area and observed people with flashlights. Officer spoke with the individuals who explained they stopped when a different set of neighbors asked them to stop because the fireworks were scaring the horses. Individuals apologized and stated they wouldn't be lighting anymore off.

Welfare Check
July 4

Intersection of Highway 12 and Howard Avenue, Maple Plain. Officer was dispatched to a male on the shoulder who possibly needed help. Officer arrived on scene and spoke to the male who advised he was looking for a ride to a nearby bus station as he was trying to get back to his group home. Due to the male being a vulnerable adult, the officer transported the male back to his group home to ensure he got there safely.

Arrest
July 4

Intersection of County Road 6 and Nelson Road, Independence. Officer was on routine patrol in the area and observed a vehicle going 61 miles per hour in a 40 mile per hour zone. Officer initiated a traffic stop on the vehicle and spoke with the driver. Officer noticed the smell of alcohol on the driver's breath and slurred speech. After a series of tests, the driver submitted to a preliminary breath test which he failed. Michael Philip Shelly (34) was arrested for DWI and he refused to submit to a breath test. He was booked and transported to Hennepin County Jail without incident.

Welfare Check
July 5

9100 block of Highway 12, Independence. Officer was dispatched to a welfare check for a possible suicidal female. Female's brother was calling in regarding concerning text messages about her final wishes. Officer arrived in the area and observed the female pulling out of the driveway. Officer spoke to the subject who was irate and yelling at officers. She rolled up her windows and refused medical attention. Officer spoke to a family member who advised she was okay.

Disturbance
July 6

5000 block of Highway 12, Maple Plain. Officer was dispatched to a possible assault that had just occurred between employees of a nearby business. Officer arrived on scene, and everything appeared calm. Officer met with the individuals involved and determined one employee whipped a pressure washer hose and it hit another employee. They felt this act was intentional but did not want police intervention. The issues will be dealt with internally.

Crash
July 6

1900 block of Baker Park Road, Maple Plain. Officer was dispatched to a personal injury crash. Upon arrival, it was determined it was a motorcycle had struck a deer. Witness stated a small deer crossed the roadway striking the motorcycle causing the driver to lose control. Driver was alert and oriented and refused medical treatment. Driver was wearing a helmet and left the scene with minor scratches.

Animal Complaint
July 7

1500 block of Rainbow Avenue, Maple Plain. Officer was dispatched to an elderly dog wandering loose in Rainbow Park. Reporting party stated the animal owner lets the dog out, who then wanders to the park and does its business, but the mess never gets picked up. Officer spoke to the animal owner who stated she tried yelling for the dog to come back but it didn't. Animal owner was aware of the previous warning letter regarding the dog being off leash. A citation was issued to the animal owner for the violation.

Arrest-Flee Police
July 8

Intersection of Highway 12 and Delano Avenue, Maple Plain. Officer was on routine patrol in the area and observed a vehicle driving 58 miles-per-hour in a posted 35 mile-per-hour zone. Officer initiated a traffic stop and the driver fled police at speeds over 100 mile-per-hour. Several assisting police officers used spike strips to slow down the fleeing vehicle and a PIT maneuver was used to stop the vehicle in Robbinsdale. Ultimately, the driver, Courtney Elaine Wolfe (38) was arrested and brought to the hospital for a blood draw for suspected DWI. Pending results of the blood test and formal complaint.

Crash
July 10

Intersection of Highway 12 and County Road 92, Independence. Officer was dispatched to a semi that lost its brakes and went into the ditch. Officer arrived on scene and spoke to the driver who advised he was travelling east on Highway 12 entering the roundabout when his brakes allegedly went out. Eventually, the driver admitted he was driving too fast, and his brakes did not give out. He stated his truck is fully loaded and knew due to his speed, if he tried to take the roundabout he would roll, so he drove through the center of the roundabout and ended up in the ditch. A tow truck was called and got the semi out of the ditch.

Welfare Check
July 12

Intersection of County Road 92 and Pagenkopf Road, Independence. Officer was dispatched to suspicious person walking down the road yelling and screaming. Officer was in the area and responded promptly and was unable to locate the male. Reporting party did not answer the phone on callback and there were no other reports of the disturbance.

Shots Heard
July 13

Intersection of County Road 19 and Independence Street, Maple Plain. Officer was dispatched to possible shots heard in the area. Officer arrived in the area and observed a smoky haze and the smell of expended fireworks. Officer checked the area and located a vehicle unoccupied. Officer surveilled the area and saw the same vehicle leaving the area. Officer initiated a traffic stop and spoke to the driver who admitted to shooting off fireworks. Officer warned the driver about the use of illegal fireworks.

Arrest
July 13

3600 block of Ihduhapi Trail, Independence. Officer was dispatched to a possible fight involving 5-6 adults. Officer arrived on scene and found an individual with minor injuries from being hit in the face with a fishing pole. Long Vang (42) was arrested for 5th degree assault and had an active felony warrant. He was transported to Hennepin County Jail without incident.

Home Alarm
July 14

5200 block of Painter Creek Green, Independence. Officer was dispatched to a residential alarm coving lower-level glass break. Officer found the house to be secure but noted there were sprinklers going off in the basement and could see the water hitting the window. Upon closer inspection, Officer observed water actively flowing from the ceiling through light fixtures and vents. Officer attempted contact with the homeowners via phone, which was unsuccessful. Eventually, Officer gained access to the home and woke up the homeowners. A faucet had been left on in the bathroom causing flooding.

Criminal Damage to Property
July 14

3800 block of County Line Road, Independence. Officer was dispatched to a possible burglary. Officer spoke to the reporting party who advised she just bought the house, she was not currently living there, and there was no property inside of the house. She stated she arrived at the property and noticed damage to the door. It appeared someone took a brick and broke the glass to gain access to the house. Reporting party stated the house will be demolished soon so she wasn't worried about the damage. Extra patrol was requested.

Crime Prevention
July 16

5800 block of Three Oaks Avenue, Maple Plain. Officer was on routine patrol in the neighborhood and noticed multiple garage doors open with vehicles and property exposed. Homeowners were advised.

Trespassing
July 17

5900 block of Henry Street, Maple Plain. Officer was dispatched to a trespassing complaint. Reporting party stated it's an ongoing problem with juveniles removing his pool cover and swimming in his pool overnight. It was found the same teenagers were dingdong ditching at other neighbor's houses. Officer obtained video footage to identify the kids. Kids apologized to the victim for their actions and parents will be handling the discipline.

Criminal Damage to Property
July 18

1800 block of Pioneer Creek Center, Maple Plain. Officer was dispatched to a possible attempted break in. Officer arrived on scene and observed a 6 ½ inch circle cut into a glass window. No cameras in the area. Case assigned to investigations for further follow-up.

Suspicious Activity
July 18

Lewis Cemetery, Main Street West, Independence. Officer was on routine patrol and found a vehicle parked in the cemetery. Officer spoke to the occupant of the vehicle who advised he was going through some hard times and didn't have a place to stay so he slept in his vehicle in the cemetery overnight. Officer provided options for alternative places to stay for the night.

Utility Problem
July 19

7800 block of Pioneer Creek Road, Independence. Officer was dispatched to a wire down over the driveway following heavy winds. Officer responded with MPFD and found a telephone line down from the pole to the residence. Officer assisted with moving the powerline from the driveway. Phone company was contacted.

Fraud
July 20

5800 block of Drake Drive, Independence. Officer as dispatched to possible fraud over Facebook. Reporting party stated she has a business Facebook account that was duplicated and lists a phone number for the suspect. The page is advertising for laborers and cash payment. Reporting party called the number who gave directions of a warehouse in Maplewood. Case assigned to investigations for follow-up.

Burning Complaint
July 20

5500 block of Lake Sarah Heights Drive, Independence. Officer was dispatched to a fire burning green vegetation causing lots of smoke. Officer located the fire and spoke to the homeowner who was watching the fire and advised it would periodically flame up and start smoking. He agreed the brush was too green to burn and would put it out until it dried. Officer also issued a warning about getting a burn permit next time he burned a fire that size.

Suspicious Activity
July 21

6600 block of Franklin Hills Road, Independence. Officer was dispatched to check the outside of the reporting party's home after she heard a noise at her front door and her dogs were continuously barking. Officer arrived on scene and check the exterior of the home. Officer found the house was secure and there were no footprints in the dew-covered grass. Reporting party was advised.

Medical
July 22

1800 block of Budd Avenue, Maple Plain. Officer was dispatched to a patient having a seizure. Officer arrived on scene and spoke to the patient's parents who advised they were in the other room and heard a noise. They went to check on the patient and found her on the floor shaking for approximately 30 seconds. Officer was advised the patient does not have a history of seizures but does have sever anxiety. North Memorial Paramedics arrived on scene and found the patient blood sugar was elevated. North Memorial cleared the officer before a transport decision was made.

Dumping Complaint
July 25

5300 block of Sunset Lane, Independence. Officer was dispatched to a dumping complaint. Reporting party stated for the last few weeks someone was dumping garbage and brush on their property. Reporting party stated they aren't sure who would be doing it and was requesting extra patrol in the area.

Medical
July 26

3400 block of Ihduhapi Trail, Independence. Officer was dispatched to a medical where a patient was unconscious. Officer arrived with LFD and found the patient sitting on a couch alert and speaking. It was believed the patient was running around a lot outside and possibly suffered from heat exhaustion. North Memorial Paramedics arrived on scene.

Welfare Check
July 27

1500 block of Howard Avenue, Maple Plain. Officer was dispatched to a passerby who was concerned about a male laying on the ground in the middle of a nearby parking lot. Reporting party stated she observed the male get up and walk towards a vehicle. Officer arrived on scene and did not observe anyone laying on the ground and there was no vehicle matching the description provided in the area.

Medical
July 27

3600 block of Ihduhapi Trail, Independence. Officer was dispatched to a person who had a seizure. Officer arrived on scene with West Suburban Fire Department. Patient was conscious, alert, and out of seizure. It is unknown the cause of the seizure. North Memorial Paramedics arrived and transported the patient to the hospital.

Gas Leak
July 28

2800 block of Lindgren Lane, Independence. Officer was dispatched to a hit gas line. Officer contacted the homeowner and contractor doing work. The gas line was kinked as much as it could be and covered by clay dirt. Gas company initially could not locate the gas line and needed to shovel to find it. The gas company shoveled and found the gas line after hitting the line again. Eventually, the gas was shut off.

Gas Spill
July 28

1600 block of Nelson Road, Independence. Officer received a call where the reporting party accidentally tipped over her husband's motorcycle causing six gallons of gas to slowly leak on the garage floor. Officer arrived on scene and assisted with getting the motorcycle upright and cleaning the gas up with towels.

Fire
July 29

Intersection of County Road 90 and Highway 12, Independence. Officer was dispatched to a trailer fire. Officer arrived on scene and observed the trailer with smoke billowing out of it. Driver detached the trailer and moved the vehicle forward. Driver advised two full propane tanks were in the trailer and the trailer is locked and she doesn't have a key. Part of Highway 12 was shut down for safety purposes. Maple Plain Fire Department was able to put the fire out without incident.

Arrest
July 29

5600 block of Pagenkopf Road, Independence. Officer was dispatched to a vehicle that just struck a power pole and the power lines were down. Officer responded with MPFD and secured the scene as the powerlines were in the roadway. Officer spoke to the driver who advised he was distracted by his phone. Driver had minor injuries. Officer observed indications of impairment from the 20-year-old male driver. He was arrested for DWI and provided a breath test which indicated 0.19. He was booked and released to a parent.

Date: September 8th, 2023
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Gary Kroells
SUBJECT: AUGUST 2023 ACTIVITY REPORT



The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle crashes, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

Monthly Activity Report August 2023

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	5	7	28	46
Traffic	78	65	679	730
Part III	1	0	17	33
Part IV	36	30	210	247
Part V	113	143	754	953
Total City of Independence	233	245	1,688	2,009
City Of Maple Plain				
Criminal	4	2	25	37
Traffic	38	16	241	190
Part III	2	3	12	14
Part IV	35	20	184	165
Part V	44	60	205	422
Total City Of Maple Plain	123	101	667	828
Grand Total Both Cities	356	346	2,355	2,837
TZD	40	8	207	116
Agency Assists	39	29	175	197
Total ICR Reports	435	383	2,737	3,150
How Received				
Fax	8	3	62	52
In Person	13	20	80	112
Mail	1	1	3	9
Other	2	1	8	12
Phone	23	27	175	261
Radio	182	175	1,009	1,259
Visual	167	115	1,143	1,070
Email	15	17	114	168
Lobby Walk In	24	24	165	198
Total	435	383	2,759	3,141

August 2023 Part I & II

City of Maple Plain #'s 1 & 2

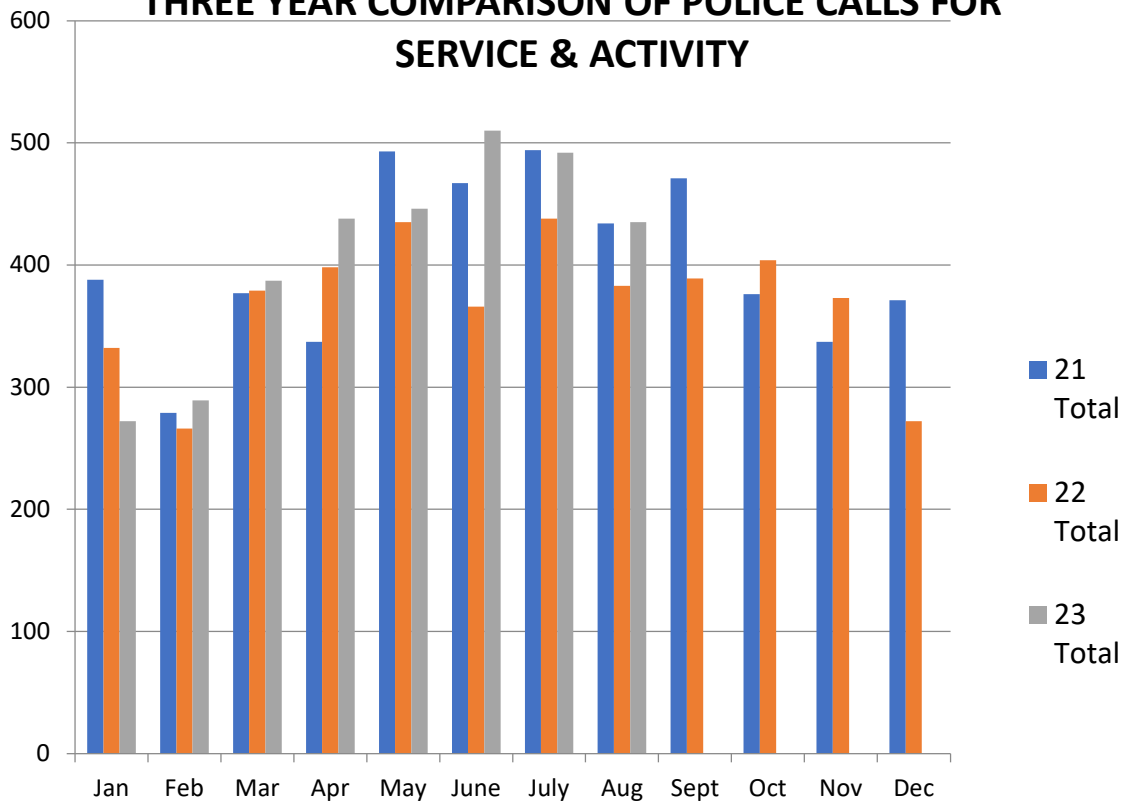
AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23002886	DWI	2023-08-04	01	2023-08-04	JFF08	2
WHPS	23003089	Court Orders	2023-08-17	01	2023-08-17	N2370	2
WHPS	23002940	Citation – Minor Consumption	2023-08-09	02	2023-08-09	M3001	2
WHPS	23003124	Threat	2023-08-20	02	2023-08-20	A9b02	2

August 2023 Part I & II

City of Independence Grid #'s 3-5

AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23002912	Accd Unk/Injury – Recovered Stolen	2023-08-06	03	2023-08-06	Q1005	2
WHPS	23003026	DWI 4 th Deg	2023-08-12	03	2023-08-12	JG501	2
WHPS	23003048	Theft/Stolen Mail	2023-08-14	04	2023-08-14	U1770	2
WHPS	23003103	PI Crash DWI	2023-08-19	05	2023-08-19	JE5J1	2
WHPS	23003157	Fraud	2023-08-22	05	2023-08-22	U1051	2

THREE YEAR COMPARISON OF POLICE CALLS FOR SERVICE & ACTIVITY



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY
August 2023 Activity Report

Year to Date Activity Report

At the end of August 2023, West Hennepin Public Safety (WHPS) handled year-to-date a total of 2,759 incident complaints. For the month of August; 233 incidents occurred in the City of Independence and 123 in the City of Maple Plain.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

Vehicle Fire
August 1

5600 block of Highway 12, Maple Plain. Officer was dispatched to a vehicle fire. Officer arrived on scene and found the vehicle pulled off the highway. Driver stated his driver's side rear brake must be hanging up. It had gotten hot and started smoking. Driver thought there was some flames. MPFD arrived and put water on it and cooled it down. Driver contacted a ride and a tow truck.

Welfare Check
August 2

2000 block of Budd Street, Independence. Officer was dispatched to a call from a child saying his dad took the Xbox away and they want him in jail. Officer responded and spoke to dad who advised his son has autism and he did take the Xbox away but there were no other problems. Officer cleared.

Arrest
August 4

Intersection of Highway 12 and Baker Park Road, Maple Plain. Officer was on routine patrol when a vehicle ran a red light. Officer initiated as traffic stop on the vehicle and detected signs of impairment. Driver admitted to drinking and was ultimately arrest for DWI where he provided a breath test that indicated .12. Eliodoro Lagunas-Rodriguez (44) was booked and transported to Hennepin County Jail without incident.

Found Property
August 6

4800 block of Gateway Boulevard, Maple Plain. Officer was dispatched to found property with possible drugs in the bag. The bag was found on the sidewalk with a note signed by "Jerry". Officer looked through the bag and found 13 meth pipes and other paraphernalia. Officer was familiar with the property owner, who was contacted via phone. Officer assisted the individual with destroying the drug paraphernalia.

Stolen Vehicle
August 6

6500 block of Highway 12, Independence. Officer was dispatched to a crash with injuries. Reporting party stated the driver was out of the vehicle walking with a limp and left the scene. Officer arrived on scene and found the vehicle to be stolen. Officers attempted to locate the suspect. Ultimately, it was found the suspect asked for help from a nearby resident who provided him an Uber ride by to Minneapolis. Suspect was identified a few days later driving another stolen vehicle in which he was arrested in Minneapolis. Charges were filed against the 17-year-old male for possession of a stolen vehicle.

Medical
August 7

4800 block of Gateway Blvd, Maple Plain. Officer was dispatched to an elderly female with dementia having an episode and being combative. Officer arrived on scene and spoke to staff and who advised she was refusing to leave with her friend. Female was pushing people and being demanding. Officer spoke to the female's son via phone and was advised care was needed in assisting his mother. Female ultimately decided to leave voluntarily with her friend.

Welfare Check
August 8

1800 block of Budd Avenue, Maple Plain. Officer was dispatched to a welfare check regarding a male who called 911 about having cancer after handling a broken lava lamp. Officers arrived on scene and spoke with the individual who was suffering from paranoia and is currently being treated for other mental health issues. He advised he was in metro area from North Dakota to get a second opinion regarding his mental health. Individual requested to go to the hospital. North Memorial Paramedics arrived on scene and transported the male to the hospital.

Medical
August 9

2800 block of Lindgren Lane, Independence. Officer was dispatched to a 2-year-old who fell off the gymnastics bars and hit his head, causing his head to bleed. Patient was talkative but his mother said he is lethargic. Patient never lost consciousness. North Memorial Paramedics arrived on scene and transported the patient to the hospital.

Property Damage
August 10

8000 block of County Road 6, Independence. Officer was dispatched to a report of a possible break-in. Reporting party stated someone came to the front door overnight and tried to pry the front door open. No access was gained to the building. Report forwarded to investigations for follow-up.

Arrest
August 12

Intersection of County Road 92 and 3rd Avenue, Independence. Officer was on routine patrol and observed a vehicle driving well over the posted speed limit with a top speed of 54 miles-per-hour in a 30 miles-per-hour. Officer stopped the vehicle and spoke to the driver who displayed indications of impairment. Ultimately, Ann Marie Bogren (56) was arrested for 4th Degree DWI. She was booked and released to a sober party.

Trespassing
August 13

5800 block of Kochs Xing, Independence. Officer was dispatched to a report of ATV's driving on soon-to-be developed property. Officer arrived on scene and spoke to a passerby who advised the ATV was operating in a safe manner. Officer located the ATV and noted it was not destroying property or driving aggressively. Officer spoke to the driver and advised him of the complaint.

Abandoned Vehicle
August 14

5700 block of County Road 11, Independence. Officer was dispatched to a report of an abandoned vehicle. Report party stated people were sleeping in their vehicles in the parking lot for a few days. Eventually, they packed up and left but didn't take one of their vehicles with them. Officer made contact with a relative of the registered owner and advised the vehicle needs to be moved. On the same day, officer reported the vehicle had been moved.

Juvenile Issue
August 16

1300 block of County Road 83, Independence. Officer was dispatched to a juvenile issue. Upon arrival, Officer was asked to mediate an argument between the reporting party and her 15-year-old daughter. Officer was able to talk through some issues with the juvenile party. Report party was concerned about the juvenile running away overnight. Juvenile advised she would not run away.

Court Order
August 17

4900 block of Highway 12, Maple Plain. Officer was dispatched to a report of a court order violation via text. Officer met with the reporting party who advised she has a court order not allowing communication against the individual texting her. The individual sent the reporting party a video of him shooting a handgun. Officer provided the reporting party with resources and found her a place to stay for the night. Case forwarded to investigations for charges.

Arrest
August 19

Intersection of County Road 6 and Nelson Road, Independence. Officer was dispatched to a personal injury crash where a vehicle crashed into a tree. Officers arrived on scene and found the passenger with a possible broken forearm. Officer spoke to the driver who was ultimately arrested for DWI. Passenger was transported to the hospital.

Medical
August 19

Intersection of Townline Road and County Road 6, Independence. Officer was dispatched to a patient who had fallen off their bicycle. Officer arrived and found the patient who had multiple lacerations to his arm and near his eye. Patient was unstable while standing and smelled of alcohol. Patient submitted to a preliminary breath test which indicated 0.16. Patient was transported to the hospital by North Memorial Paramedics.

Electrical Fire
August 20

5100 block of Fern Drive, Independence. Officer was dispatched to an electrical fire. Officer arrived on scene with West Suburban Fire Department and found the lights flickering and the light switch was hot to the touch. West Suburban Fire was able to locate the problem and neutralize the issue.

Property Damage
August 21

1700 block of Budd Avenue, Maple Plain. Officer was dispatched to property damage at a nearby park. Reporting party stated someone broke the lock off the electrical box causing damage. Upon inspection of the box, it's believed someone broke the lock to the electrical box to turn on the outlets to charge cars. Extra patrol will be conducted.

Welfare Check
August 24

6000 block of Highway 12, Independence. Officer was dispatched to a welfare check on a male observed walking down the reporting party's driveway. The subject asked the reporting party for a glass of water and stated he was on a walk. Officer arrived and spoke to the subject who appeared to be in good health and denied any assistance. Officer advised he was not allowed to walk on the railroad tracks.

Property Damage
August 24

4900 block of County Road 19, Independence. Officer was dispatched to property damage where a hay wagon crashed through a fence and into a barn. It appeared the hay wagon rolled down the steep embankment traveling throughout the yard through the two sections of fence, then struck a parked vehicle before veering towards the barn and embedding the tongue of the trailer into the barn.

Medical
August 25

3400 block of Ihduhapi Trail, Independence. Officer was dispatched to a 6-year-old with a broken leg. Officer arrived on scene with West Suburban Fire and tended to the patient. The child had an obvious deformity on the left thigh consistent with a femur fracture. The child was resting comfortably and both parents were on scene. The child was transported to the hospital by North Memorial Paramedics.

Utility Problem
August 26

Intersection of Meadow Lane and Henry Street, Maple Plain. Officer was dispatched to a call of wires arcing and possible blown transformer. Officer arrived and did not locate the power outage or wires arcing. Reporting party stated she saw a flash and heard a loud boom. Officer located people walking in the area. They advised it was fireworks and there was an event going on. Officer spoke to the homeowners who were warned about fireworks.

Damage to Property
August 27

2000 block of County Road 90, Independence. Officer was dispatched to two cars in Pioneer Creek Park doing spinouts and donuts. Officer arrived on scene and did not locate the vehicles. There was tire marks in the park and on top of the sliding hill causing damage. Public Works was advised about the damage and will be repairing the grass that was torn up. Case under investigation.

Medical
August 29

5600 block of Providence Curve, Independence. Officer was dispatched to a patient who fell down the stairs and hit her head, causing it to bleed. The report party stated the patient is intoxicated. The patient agreed to a breath test, which indicated .160. North Memorial Paramedics arrived on scene and transported the patient to the hospital.

Property Damage
August 30

2000 block of County Road 90, Independence. Officer was dispatched to an ongoing issue of people driving on the grass and doing donuts in Pioneer Creek Park. Officer located three vehicles leaving, two vehicles pulled over for the officer, one vehicle continued to drive away. Officer identified both drivers, who were juveniles. Parents were contacted and kids were warning about damaging park property.

West Hennepin Public Safety
Monthly Claims
 July 2023

Type	Date	Num	Name	Memo	Account	Cir	Split	Amount
Jul 23								
Deposit	07/03/2023			Deposit	West Hennepin Public Safety	√	-SPLIT-	171,428.38
General Journal	07/03/2023	659		monthly requisition, July 2023	West Hennepin Public Safety	√	1701 - Capital Improvement Fund	-2,592.40
Deposit	07/07/2023			Deposit	West Hennepin Public Safety	√	503 P - Sale of Squad Cars	8,595.00
Check	07/07/2023	DD230627-05	Optum Bank	Employer HSA Contributions	West Hennepin Public Safety	√	104 C - Employer HSA Contributions	-3,750.00
Check	07/10/2023	35048	HealthPartners Clinic	medical ins premium	West Hennepin Public Safety	√	104 B - Medical Insurance	-13,315.70
Check	07/10/2023	35049	Employee	uniform expense reimb	West Hennepin Public Safety	√	105 - Uniform Expense	-120.90
Check	07/10/2023	35050	Loffler - Leasing	copier lease	West Hennepin Public Safety	√	203 - Office/Opr Equip Maintenance	-166.38
Check	07/10/2023	35051	OSI Batteries.com	batteries order	West Hennepin Public Safety	√	204 - Office/Operating Supplies	-68.64
Check	07/10/2023	35052	Sia-Safe Locksmiths Co.	security keys	West Hennepin Public Safety	√	204 - Office/Operating Supplies	-102.00
Check	07/10/2023	35053	CenterPoint Energy	office gas usage	West Hennepin Public Safety	√	207 - Utilities/Gas/Electric	-71.38
Check	07/10/2023	35054	BelayHost	domain name hosting	West Hennepin Public Safety	√	302 A2d - Web Hosting/Email Spam Filterin	-30.00
Check	07/10/2023	35055	Thomson Reuters - West	online/software monthly subscription	West Hennepin Public Safety	√	302 A3 - Investigative IT Fees	-117.97
Check	07/10/2023	35056	Element Technologies, LLC	IT support, computer hardware	West Hennepin Public Safety	√	-SPLIT-	-8,059.16
Check	07/10/2023	35057	Hennepin County Accounts Receivable	radio/MDC fees	West Hennepin Public Safety	√	-SPLIT-	-1,688.00
Check	07/10/2023	35058	Davis Chevrolet of Delano	squad mtrnc/repairs	West Hennepin Public Safety	√	-SPLIT-	-2,047.98
Check	07/10/2023	35059	Mid-County Coop	fuel tank fill	West Hennepin Public Safety	√	304 - Fuel and Oil	-1,177.19
Check	07/10/2023	35060	Peterson Counseling & Consulting	consulting svc/retainer	West Hennepin Public Safety	√	307 F - Wellness Program	-125.00
Check	07/10/2023	35061	Abdo	accounting services	West Hennepin Public Safety	√	-SPLIT-	-850.00
Check	07/10/2023	35062	Dick's Auto Detailing	squad decal removal	West Hennepin Public Safety	√	402 - Capital Improvement Plan	-400.00
Check	07/10/2023	35063	Madden Galanter Hansen	legal fees	West Hennepin Public Safety	√	404 - Contingency Fund	-1,983.55
General Journal	07/10/2023	660		removed lettering & complete detailing	West Hennepin Public Safety	√	1701 - Capital Improvement Fund	400.00
Check	07/10/2023	35064	Pilgrim Dry Cleaners	dry cleaning service	West Hennepin Public Safety	√	203 - Office/Opr Equip Maintenance	-35.26
Liability Check	07/17/2023	B-MP	Bank of Maple Plain - Paychecks	July 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-32,377.89
Liability Check	07/17/2023	IRS	Internal Revenue Service	July 1-15, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-6,908.20
Liability Check	07/17/2023	MN REV	MN Dept. of Revenue	July 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-2,206.00
Liability Check	07/17/2023	PERA	PERA	July 1-15, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-13,435.20
Liability Check	07/17/2023	EJ	John Hancock	July 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,050.00
Liability Check	07/17/2023	HSA	Optum Bank	July 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,280.00
Liability Check	07/17/2023	FSA	TASC	July 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-40.00
Check	07/17/2023	B-MP	Bank of Maple Plain	direct deposit batch item fee	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-1.20
Check	07/17/2023	B-MP	Bank of Maple Plain	direct deposit batch orig fees	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-5.90
Check	07/17/2023	B-MP	Bank of Maple Plain	direct deposit service fee	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-9.95
Deposit	07/18/2023			Deposit	West Hennepin Public Safety	√	503 V3 - Other	726.00
Check	07/21/2023	35065	Optum	HSA admin monthly fees	West Hennepin Public Safety	√	104 D - Benefits Administration Fees	-89.25
Check	07/21/2023	35066	City of Independence	reimb for shared expenses	West Hennepin Public Safety	√	-SPLIT-	-2,050.61
Check	07/21/2023	35068	Streicher's Police Equipment	uniform expenses	West Hennepin Public Safety	√	-SPLIT-	-101.86
Check	07/21/2023	35070	Employee	expenses reimbursement	West Hennepin Public Safety	√	-SPLIT-	-1,566.95
Check	07/21/2023	35071	TimeClock Plus, LLC	3-yr ScheduleAnywhere license	West Hennepin Public Safety	√	206 - Books/Dues/Subscriptions	-1,680.00
Check	07/21/2023	35072	Office of MNIT Services	monthly WAN usage	West Hennepin Public Safety	√	302 A2 - IT Contracted Services/hdwr/sft	-49.30
Check	07/21/2023	35073	Certified Crime Fighter	annual subscription	West Hennepin Public Safety	√	302 A5 - Other Billable Services	-840.00
Check	07/21/2023	35074	Action Fleet, LLC	squad equipment repair	West Hennepin Public Safety	√	303 - Auto Maintenance	-151.21
Check	07/21/2023	35069	Elan Financial Services	monthly credit card charges	West Hennepin Public Safety	√	-SPLIT-	-423.26
Check	07/21/2023	35076	Mid-County Coop	fuel tank fill	West Hennepin Public Safety	√	-SPLIT-	-1,561.21
Check	07/21/2023	35077	Axon Enterprise, Inc.	taser cartridges	West Hennepin Public Safety	√	403 G - Misc Equipment	-648.00
Check	07/21/2023	35075	Davis Chevrolet of Delano	squad mtrnc & repairs	West Hennepin Public Safety	√	-SPLIT-	-4,692.20
Check	07/21/2023	1597	Employee	expenses reimb	West Hennepin Crime Prevention	√	401 - Office Equipment	-1,032.22
Check	07/21/2023	35067	Employee	expense reimb	West Hennepin Public Safety	√	105 - Uniform Expense	-109.52
Deposit	07/24/2023			Deposit	West Hennepin Public Safety	√	-SPLIT-	180.00
Check	07/24/2023	35078	OSI Batteries.com	battery order	West Hennepin Public Safety	√	204 - Office/Operating Supplies	-1.98
Check	07/25/2023	35079	Standard Insurance Company	life and std ins premiums	West Hennepin Public Safety	√	-SPLIT-	-456.50
Check	07/25/2023	35080	Employee	Expense Reimbursement	West Hennepin Public Safety	√	105 - Uniform Expense	-41.33
Check	07/25/2023	35081	City of Independence	New Phone/Ring Central	West Hennepin Public Safety	√	201 - Telephone	-164.20
Check	07/28/2023	35082	Reliance Standard Life Ins.	Long Term Disability Police VPL301004, Bill Group 2	West Hennepin Public Safety	√	104 H - Long Term Disability	-594.72
Deposit	07/31/2023			Interest	West Hennepin Crime Prevention	√	503 F - Interest	2.09
Deposit	07/31/2023			Interest	West Hennepin Reserves	√	503 F - Interest	1.23
Jul 23				Interest	West Hennepin Public Safety	√	503 F - Interest	171.21

AUDITED & APPROVED: _____

DATE: _____

West Hennepin Public Safety
Monthly Claims
 August 2023

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount
Aug 23								
Liability Check	08/01/2023	B-MP	Bank of Maple Plain - Paychecks	July 16-31, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-34,133.47
Liability Check	08/01/2023	IRS	Internal Revenue Service	July 16-31, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-7,561.16
Liability Check	08/01/2023	EJ	John Hancock	July 16-31, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,050.00
Liability Check	08/01/2023	MN REV	MN Dept. of Revenue	July 16-31, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-2,392.00
Liability Check	08/01/2023	HSA	Optum Bank	July 16-31, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,280.00
Liability Check	08/01/2023	PERA	PERA	July 16-31, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-14,288.96
Liability Check	08/01/2023	FSA	TASC	July 16-31, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-40.00
Deposit	08/01/2023			Deposit	West Hennepin Public Safety	√	-SPLIT-	162,428.38
General Journal	08/01/2023	661		monthly requisition, August 2023	West Hennepin Public Safety	√	1701 - Capital Improvement Fund	-2,592.40
Deposit	08/08/2023			Deposit	West Hennepin Public Safety	√	503 V3 - Other	6,740.76
Check	08/11/2023	35083	Employee	expense reimb	West Hennepin Public Safety	√	105 - Uniform Expense	-53.97
Check	08/11/2023	35084	Streicher's Police Equipment	uniform expenses	West Hennepin Public Safety	√	-SPLIT-	-1,779.98
Check	08/11/2023	35085	Language Line Services	phone interpretation service	West Hennepin Public Safety	√	201 - Telephone	-34.80
Check	08/11/2023	35086	Verizon Wireless	cell phones, wireless aircards	West Hennepin Public Safety	√	201 - Telephone	-745.74
Check	08/11/2023	35087	Loffler - Leasing	copier lease	West Hennepin Public Safety	√	203 - Office/Opr Equip Maintenance	-177.25
Check	08/11/2023	35088	CenterPoint Energy	office gas usage	West Hennepin Public Safety	√	207 - Utilities/Gas/Electric	-71.42
Check	08/11/2023	35089	City of Independence	shared utility bill	West Hennepin Public Safety	√	207 - Utilities/Gas/Electric	-796.26
Check	08/11/2023	35090	Element Technologies, LLC	computer support/hardware	West Hennepin Public Safety	√	-SPLIT-	-5,261.18
Check	08/11/2023	35091	Thomson Reuters - West	online/software subscription	West Hennepin Public Safety	√	302 A3 - Investigative IT Fees	-117.97
Check	08/11/2023	35092	Davis Chevrolet of Delano	squad mtnc	West Hennepin Public Safety	√	-SPLIT-	-383.91
Check	08/11/2023	35093	Suburban Tire Wholesale Inc.	squad tires	West Hennepin Public Safety	√	303 - Auto Maintenance	-620.00
Check	08/11/2023	35094	Mid-County Coop	fuel tank fill	West Hennepin Public Safety	√	304 - Fuel and Oil	-673.41
Check	08/11/2023	35095	Peterson Counseling & Consulting	consulting service	West Hennepin Public Safety	√	307 F - Wellness Program	-125.00
Check	08/11/2023	35096	ALPHA Training & Tactics	officer vest	West Hennepin Public Safety	√	402 - Capital Improvement Plan	-3,676.92
Check	08/11/2023	35097	Faul Psychological PLLC	candidate test	West Hennepin Public Safety	√	404 - Contingency Fund	-250.00
Liability Check	08/16/2023	B-MP	Bank of Maple Plain - Paychecks	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-33,203.11
Liability Check	08/16/2023	IRS	Internal Revenue Service	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-7,265.48
Liability Check	08/16/2023	EJ	John Hancock	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,050.00
Liability Check	08/16/2023	MN REV	MN Dept. of Revenue	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-2,292.00
Liability Check	08/16/2023	HSA	Optum Bank	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-1,280.00
Liability Check	08/16/2023	PERA	PERA	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	-SPLIT-	-13,815.28
Liability Check	08/16/2023	FSA	TASC	Aug 1-15, 2023 payroll	West Hennepin Public Safety	√	2100 - Payroll Liabilities	-40.00
Check	08/16/2023	B-MP	Bank of Maple Plain	direct deposit batch item fee	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-1.10
Check	08/16/2023	B-MP	Bank of Maple Plain	direct deposit batch orig fees	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-5.90
Check	08/16/2023	B-MP	Bank of Maple Plain	direct deposit service fee	West Hennepin Public Safety	√	101 H - Payroll ACH Fees	-9.95
General Journal	08/23/2023	662		JUSTICE funds, Asset ID 19-DEA-654179	503 - Other Income	√	West Hennepin Public Safety	6,740.76
General Journal	08/23/2023	663		transfer JUSTICE funds from WHPS account	West Hennepin Forfeiture Fund	√	503 N6 - Justice Funds	6,740.76
Check	08/23/2023	35098	HealthPartners Inc	medical insurance premiums	West Hennepin Public Safety	√	104 B - Medical Insurance	-14,957.17
Check	08/23/2023	35099	City of Independence	dental insurance premiums	West Hennepin Public Safety	√	104 E - Dental Insurance	-1,014.72
Check	08/23/2023	35100	Streicher's Police Equipment	VOID: officer vest	West Hennepin Public Safety	√	105 - Uniform Expense	0.00
Check	08/23/2023	35101	Elan Financial Services	monthly credit card charges	West Hennepin Public Safety	√	-SPLIT-	-2,404.82
Check	08/23/2023	35102	Verizon Wireless	officer cell phones, wireless aircards	West Hennepin Public Safety	√	201 - Telephone	-745.74
Check	08/23/2023	35103	Office of MNIT Services	monthly WAN services	West Hennepin Public Safety	√	302 A2 - IT Contracted Services/hdwr/sft	-52.88
Check	08/23/2023	35104	Hennepin County Accounts Receivable	radios/MDC fees	West Hennepin Public Safety	√	-SPLIT-	-1,317.40
Check	08/23/2023	35105	Mid-County Coop	fuel tank fills	West Hennepin Public Safety	√	-SPLIT-	-2,145.78
Check	08/23/2023	35106	Madden Galanter Hansen	legal fees	West Hennepin Public Safety	√	404 - Contingency Fund	-4,272.51
Check	08/24/2023	35107	Employee	expense reimb	West Hennepin Public Safety	√	105 - Uniform Expense	-80.93
Check	08/28/2023	35108	Standard Insurance Company	life & std ins premiums	West Hennepin Public Safety	√	-SPLIT-	-518.93
Check	08/29/2023	35109	Reliance Standard Life Ins.	ltd insurance premiums	West Hennepin Public Safety	√	104 H - Long Term Disability	-614.32
Check	08/29/2023	35110	Alert Fire & Safety Co.	annual fire ext. mtnc	West Hennepin Public Safety	√	203 - Office/Opr Equip Maintenance	-320.25
Check	08/29/2023	35111	Davis Chevrolet of Delano	squad repair/mtnc	West Hennepin Public Safety	√	303 - Auto Maintenance	-114.16
Deposit	08/31/2023			Deposit	West Hennepin Reserves	√	503 U - Donations-Reserves	200.00
Check	08/31/2023	35112	On-Site Medical Services Inc.	annual gas mask fit tests	West Hennepin Public Safety	√	203 - Office/Opr Equip Maintenance	-800.00
Deposit	08/31/2023			Deposit	West Hennepin Public Safety	√	-SPLIT-	310.00
Deposit	08/31/2023			Deposit	West Hennepin Public Safety	√	-SPLIT-	8,004.37
General Journal	08/31/2023	664		SWAT vest for Ben Raskin	West Hennepin Public Safety	√	1701 - Capital Improvement Fund	3,676.92
Deposit	08/31/2023			Interest	West Hennepin Reserves	√	503 F - Interest	1.32
Deposit	08/31/2023			Interest	West Hennepin Crime Prevention	√	503 F - Interest	1.98
Deposit	08/31/2023			Interest	West Hennepin Public Safety	√	503 F - Interest	187.26

AUDITED & APPROVED: _____

DATE: _____

West Hennepin Public Safety
Cash Assets
As of August 31, 2023

	<u>Aug 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
West Hennepin Public Safety	
1700 - Cash designated for Severance	74,244.02
1701 - Capital Improvement Fund	34,591.54
1704 - Military PERA Designation	23,411.43
West Hennepin Public Safety - Other	359,491.82
Total West Hennepin Public Safety	<u>491,738.81</u>
Total Checking/Savings	<u>491,738.81</u>
Total Current Assets	<u>491,738.81</u>
TOTAL ASSETS	<u>491,738.81</u>
LIABILITIES & EQUITY	0.00

West Hennepin Public Safety
Budget vs. Actual - WHPS Main Acct.
 January through August 2023

	<u>Jan - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
501 - City of Maple Plain	474,312.91	668,171.00	70.99%
502 - City of Independence	1,073,891.81	1,479,622.00	72.58%
503 - Other Income			
503 A - Burn Permits	2,265.00	1,500.00	151.0%
503 B - Copies	837.75	700.00	119.68%
503 F - Interest	1,252.87		
503 G - Miscellaneous	0.00	1,200.00	0.0%
503 I - Reimbursed OT	15,162.86	6,500.00	233.28%
503 O - POST Reimb./State Aid			
503 O1 - State Aid to LE	0.00	90,000.00	0.0%
503 O2 - POST Reimb	0.00	9,000.00	0.0%
Total 503 O - POST Reimb./State Aid	<u>0.00</u>	<u>99,000.00</u>	<u>0.0%</u>
503 P - Sale of Squad Cars	8,595.00	8,000.00	107.44%
503 S - Officer Disability Ins. Reimb.	0.00	900.00	0.0%
503 V - Expense Reimbursements			
503 V2 - Health Insurance	2,374.18		
503 V3 - Other	17,687.04		
Total 503 V - Expense Reimbursements	<u>20,061.22</u>		
503 - Other Income - Other	-6,740.76		
Total 503 - Other Income	<u>41,433.94</u>	<u>117,800.00</u>	<u>35.17%</u>
Total Income	<u>1,589,638.66</u>	<u>2,265,593.00</u>	<u>70.16%</u>
Gross Profit	1,589,638.66	2,265,593.00	70.16%
Expense			
101 - Payroll Expenses			
Overtime	0.00	17,000.00	0.0%
101 A - Other Overtime	17,109.68		
101 B - Court Overtime	153.36		
101 C - Reimbursable Overtime	12,233.15		
101 D - Severance Pay	11,980.89		
101 G - Court On-Call	102.24		
101 H - Payroll ACH Fees	136.05		
101 I - Holiday Pay	6,004.16		
101 J - Hourly Salary	2,075.52		
101 M - Investigator Incentive	1,500.00		
101 N - Social Security	5,579.13	8,870.00	62.9%
101 O - Medicare	11,004.04	17,798.00	61.83%
101 - Payroll Expenses - Other	726,470.00	1,259,593.00	57.68%
Total 101 - Payroll Expenses	<u>794,348.22</u>	<u>1,303,261.00</u>	<u>60.95%</u>
103 - PERA			
103 A - WHPS PERA - Police	119,390.92		
103 B - WHPS PERA - Support Staff	6,920.23		
103 - PERA - Other	0.00	202,667.00	0.0%
Total 103 - PERA	<u>126,311.15</u>	<u>202,667.00</u>	<u>62.32%</u>

West Hennepin Public Safety
Budget vs. Actual - WHPS Main Acct.
 January through August 2023

	<u>Jan - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
104 - Health Insurance			
104 A - Disability Medical Insurance	6,221.79	19,500.00	31.91%
104 B - Medical Insurance	142,180.76		
104 C - Employer HSA Contributions	30,500.00		
104 D - Benefits Administration Fees	1,129.96		
104 E - Dental Insurance	9,922.50		
104 F - Life Insurance	2,697.72		
104 G - Short Term Disability	2,688.19		
104 H - Long Term Disability	5,251.30		
104 - Health Insurance - Other	-8,516.91	267,664.00	-3.18%
Total 104 - Health Insurance	<u>192,075.31</u>	<u>287,164.00</u>	<u>66.89%</u>
105 - Uniform Expense	11,638.23	9,900.00	117.56%
201 - Telephone	7,818.83	19,240.00	40.64%
202 - Postage	890.28	1,400.00	63.59%
203 - Office/Opr Equip Maintenance	3,936.81	8,900.00	44.23%
204 - Office/Operating Supplies	4,894.88	9,790.00	50.0%
205 - Office Rent & Cleaning	3,528.00	6,600.00	53.46%
206 - Books/Dues/Subscriptions	9,908.55	2,350.00	421.64%
207 - Utilities/Gas/Electric	14,755.91	23,315.00	63.29%
301 - Printing	267.50	2,027.00	13.2%
302 - Communications			
302 A - Computer Support			
302 A1 - RMS Fees	9,976.27	10,780.00	92.54%
302 A2 - IT Contracted Services/hdwr/sft	15,016.98	29,000.00	51.78%
302 A2a - IT Support & Fees	4,773.00		
302 A2c - Computer Hardware	14,002.75		
302 A2d - Web Hosting/Email Spam Filterin	1,142.98	6,600.00	17.32%
302 A3 - Investigative IT Fees	1,183.76	1,500.00	78.92%
302 A4 - State IT Connection Fees	0.00	2,100.00	0.0%
302 A5 - Other Billable Services	3,821.22		
Total 302 A - Computer Support	<u>49,916.96</u>	<u>49,980.00</u>	<u>99.87%</u>
302 E - Squad Video System	0.00	1,000.00	0.0%
302 F - Radios, MDCs	8,135.00	16,820.00	48.37%
302 - Communications - Other	280.31		
Total 302 - Communications	<u>58,332.27</u>	<u>67,800.00</u>	<u>86.04%</u>
303 - Auto Maintenance	19,576.76	19,800.00	98.87%
304 - Fuel and Oil	22,008.13	37,570.00	58.58%
306 - Insurance			
306 A - Municipal Prop/Liab, Vehicle	36,734.00		
306 B - Worker's Comp	57,599.00		
306 - Insurance - Other	0.00	98,809.00	0.0%
Total 306 - Insurance	<u>94,333.00</u>	<u>98,809.00</u>	<u>95.47%</u>

West Hennepin Public Safety
Budget vs. Actual - WHPS Main Acct.
 January through August 2023

	<u>Jan - Aug 23</u>	<u>Budget</u>	<u>% of Budget</u>
307 - Schools & Training			
307 A - Chief's Training			
307 A1 - Chief's Lodging	295.10		
307 A2 - Chief's Meals	17.64		
307 A3 - Chief's Mileage	72.79		
307 A4 - Chief's School	640.00		
Total 307 A - Chief's Training	<u>1,025.53</u>		
307 B - Officer Training			
307 B1 - Officer Lodging	739.69		
307 B2 - Officer Meals	193.02		
307 B3 - Officer Mileage	560.92		
307 B4 - Officer Schools	5,766.50		
Total 307 B - Officer Training	<u>7,260.13</u>		
307 C - Range Training			
307 C4 - Range Mileage	79.91		
307 C7 - Range Supplies	25.58		
Total 307 C - Range Training	<u>105.49</u>		
307 E - Support Staff Training			
307 E4 - Support Staff Schools	395.00		
Total 307 E - Support Staff Training	<u>395.00</u>		
307 F - Wellness Program	875.00		
307 - Schools & Training - Other	0.00	27,400.00	0.0%
Total 307 - Schools & Training	<u>9,661.15</u>	<u>27,400.00</u>	<u>35.26%</u>
308 - Audit	12,250.00	12,000.00	102.08%
401 - Office Equipment	1,155.88	8,000.00	14.45%
402 - Capital Improvement Plan	147,001.93	100,000.00	147.0%
403 - Equipment			
403 F - Firearms	6,466.78		
403 G - Misc Equipment	1,889.85		
403 H - Squad Equipment	1,207.02		
403 - Equipment - Other	48.00	14,700.00	0.33%
Total 403 - Equipment	<u>9,611.65</u>	<u>14,700.00</u>	<u>65.39%</u>
404 - Contingency Fund	17,972.48		
601 - Reserve Program			
601 B - Training	80.00		
601 D - Uniform	270.27		
601 E - Meetings	102.06		
601 - Reserve Program - Other	0.00	1,500.00	0.0%
Total 601 - Reserve Program	<u>452.33</u>	<u>1,500.00</u>	<u>30.16%</u>
608 - Citizens Academy	1,302.70	1,000.00	130.27%
609 - Community Policing	288.81	400.00	72.2%
Total Expense	<u>1,564,320.76</u>	<u>2,265,593.00</u>	<u>69.05%</u>
Net Ordinary Income	<u>25,317.90</u>	<u>0.00</u>	<u>100.0%</u>
Net Income	<u>25,317.90</u>	<u>0.00</u>	<u>100.0%</u>

West Hennepin Public Safety
Budget vs. Actual - Crime Prevention
 January - August 2023

	Jan - Aug '23
Ordinary Income/Expense	
Income	
501 · City of Maple Plain	0.00
502 · City of Independence	0.00
503 · Other Income	13,421.97
Total Income	13,421.97
Gross Profit	13,421.97
Expense	
101 · Payroll Expenses	0.00
103 · PERA	0.00
104 · Health Insurance	0.00
105 · Uniform Expense	0.00
201 · Telephone	0.00
202 · Postage	0.00
203 · Office/Opr Equip Maintenance	0.00
204 · Office/Operating Supplies	36.39
205 · Office Rent & Cleaning	0.00
206 · Books/Dues/Subscriptions	0.00
207 · Utilities/Gas/Electric	0.00
301 · Printing	0.00
302 · Communications	0.00
303 · Auto Maintenance	0.00
304 · Fuel and Oil	0.00
306 · Insurance	0.00
307 · Schools & Training	0.00
308 · Audit	0.00
401 · Office Equipment	15,695.72
402 · Capital Improvement Plan	0.00
403 · Equipment	5,700.00
404 · Contingency Fund	1,276.56
601 · Reserve Program	0.00
602 · Comm. Ed	0.00
607 · DWI Forfeiture Expense	0.00
608 · Citizens Academy	0.00
609 · Community Policing	0.00
Total Expense	22,708.67
Beginning Balance	15,129.48
Ending Balance	5,842.78

**West Hennepin Public Safety
Forfeiture Fund
January - August 2023**

	JUSTICE FUNDS	TREASURY FUNDS
	Jan - Aug '23	Jan - Aug '23
Ordinary Income/Expense		
Income		
501 - City of Maple Plain	0.00	0.00
502 - City of Independence	0.00	0.00
503 - Other Income	0.00	0.00
01/24/23, Justice Funds, Asset ID #21-DEA-678710	15,573.89	
01/24/23, Justice Funds, Asset ID #21-DEA-673035	18,530.72	
01/24/23, Justice Funds, Asset ID #21-DEA-671150	32,187.92	
04/20/23, Justice Funds, Asset ID #21-DEA-683700	22,217.60	
06/23/23, Justice Funds, Asset ID #22-DEA-695640	5,615.69	
8/23/23, Justice Funds, Asset ID #19-DEA-654179	6,740.76	
Total Income	100,866.58	0.00
Gross Profit	100,866.58	0.00
Expense		
101 - Payroll Expenses	0.00	0.00
103 - PERA	0.00	0.00
104 - Health Insurance	0.00	0.00
105 - Uniform Expense	0.00	0.00
201 - Telephone	0.00	0.00
202 - Postage	0.00	0.00
203 - Office/Opr Equip Maintenance	0.00	0.00
204 - Office/Operating Supplies	0.00	0.00
205 - Office Rent & Cleaning	0.00	0.00
206 - Books/Dues/Subscriptions	0.00	0.00
207 - Utilities/Gas/Electric	0.00	0.00
301 - Printing	0.00	0.00
302 - Communications	0.00	0.00
303 - Auto Maintenance	0.00	0.00
304 - Fuel and Oil	0.00	0.00
306 - Insurance	0.00	0.00
307 - Schools & Training	0.00	0.00
308 - Audit	0.00	0.00
401 - Office Equipment	0.00	0.00
402 - Capital Improvement Plan	0.00	0.00
403 - Equipment	0.00	0.00
601 - Reserve Program	0.00	0.00
608 - Citizens Academy	0.00	0.00
Total Expense	0.00	0.00
Net Ordinary Income	100,866.58	0.00
Beginning Balance	22,457.96	20,369.74
Ending Balance	123,324.54	20,369.74 = 143,694.28

West Hennepin Public Safety Budget vs. Actual - Reserves

January - August 2023

	Jan - Aug '23
Ordinary Income/Expense	
Income	
501 - City of Maple Plain	0.00
502 - City of Independence	0.00
503 - Other Income	208.98
Total Income	208.98
Gross Profit	208.98
Expense	
101 - Payroll Expenses	0.00
103 - PERA	0.00
104 - Health Insurance	0.00
105 - Uniform Expense	0.00
201 - Telephone	0.00
202 - Postage	0.00
203 - Office/Opr Equip Maintenance	0.00
204 - Office/Operating Supplies	0.00
205 - Office Rent & Cleaning	0.00
206 - Books/Dues/Subscriptions	0.00
207 - Utilities/Gas/Electric	0.00
301 - Printing	0.00
302 - Communications	0.00
303 - Auto Maintenance	0.00
304 - Fuel and Oil	0.00
306 - Insurance	0.00
307 - Schools & Training	0.00
308 - Audit	0.00
401 - Office Equipment	0.00
402 - Capital Improvement Plan	0.00
403 - Equipment	0.00
601 - Reserve Program	0.00
602 - Comm. Ed	0.00
608 - Citizens Academy	0.00
609 - Community Policing	0.00
Total Expense	0.00
Beginning Balance	3,858.66
Ending Balance	4,067.64

**West Hennepin Public Safety
Capital Outlay Fund Report
January - August 2023**

	Jan - Aug '23
Ordinary Income/Expense	
Income	
501 · City of Maple Plain	0.00
502 · City of Independence	0.00
503 · Other Income	0.00
Total Income	0.00
Gross Profit	0.00
Expense	
402 · Capital Improvement Plan	147,001.93
<i>purchased squad 77, '19 Ford Explorer</i>	25,500.00
<i>squad 77 build</i>	4,370.00
<i>squad 77 graphics</i>	1,132.50
<i>purchased squad 76, '23 Chevy Tahoe</i>	45,952.50
<i>purchased squad 79, '23 Chevy Tahoe</i>	45,952.50
<i>new squad 76 graphics</i>	1,657.85
<i>decommission squad 62</i>	427.50
<i>squad 76 equipment setup</i>	17,796.16
<i>squad 76, VSS Cable Kit</i>	136.00
<i>decommission equipment from squad 66</i>	400.00
<i>SWAT vest, Officer Ben Raskin</i>	3,676.92
Total Expense	147,001.93
Net Ordinary Income	-147,001.93
Beginning Balance	66,963.03
J.E., Jan Requisition, 1 @ 8,337.00	8,337.00
J.E. Feb-Apr Requisitions @ \$8,333.00 per month	24,999.00
J.E. City of Ind CIP Requisitions, May-Dec	45,924.84
J.E., 2022 budget	25,000.00
J.E., City of MP CIP Requisition, May-August, \$2,592.40 ea	10,369.60
Ending Balance	34,591.54

West Hennepin Public Safety
Military PERA Designation Report
January - August 2023

	<u>Jan -Aug '23</u>
Beginning Balance	23,411.43
8% Interest = 1,872.91	
	<u>Subtotal</u> 0.00
Ending Balance	<u>23,411.43</u>

**West Hennepin Public Safety
Severance Fund Report
January - August 2023**

	Jan - Aug '23
Ordinary Income/Expense	
Income	
501 - City of Maple Plain	0.00
502 - City of Independence	0.00
503 - Other Income	0.00
Total Income	0.00
Gross Profit	0.00
Expense	
6/27/23, J.E., Josh Brozek severance pay	5,261.69
Total Expense	5,261.69
Net Ordinary Income	-5,261.69
Beginning Balance	54,505.71
JE. From 2022 budget	25,000.00
Ending Balance	74,244.02

**WEST HENNEPIN PUBLIC SAFETY DEPARTMENT
VACATION/COMP TIME HOURS**

August 2023

<u>EMPLOYEE</u>	<u>POSSIBLE ANNUAL VAC HRS</u>	<u>ACCRUED VACATION</u>	<u>ACCRUED COMP</u>	<u>TOTAL HOURS</u>	<u>\$ AMOUNT</u>
BEN ANDERSON	200	254.48	53.50	307.98	15,081.78
KAYLEN BOEDDEKER	80	46.66	34.25	80.91	2,760.65
KIM CURTIS	200	218.00	16.50	234.50	9,131.43
RICK DENNISON	200	167.76	45.25	213.01	12,546.29
SHAWN EBELING	120	121.50	21.93	143.43	6,665.19
NICK ELDRED	80	40.00	15.25	55.25	2,505.04
JON HOWES	200	171.32	40.75	212.07	11,220.62
GARY KROELLS	200	225.26		225.26	16,135.37
BEN RASKIN	200	166.23	50.50	216.73	10,613.27
CODY THOMPSON	120	116.08	16.63	132.71	6,017.07
LANCE ZILLES	120	120.00	29.25	149.25	6,969.98
TOTAL		<u>1,647.29</u>	<u>323.81</u>	<u>1,971.10</u>	<u>\$ 99,646.69</u>
			<i>Maple Plain</i>	31.11%	31,000.08
			<i>Independence</i>	68.89%	<u>68,646.60</u>
					<u>99,646.69</u>

NOTE: Comp time is figured on required annual hours and might fluctuate from scheduling.

**WEST HENNEPIN PUBLIC SAFETY DEPARTMENT
ACCUMULATED SICK TIME**

August 2023

EMPLOYEE	SICK HRS	TOTAL SICK	1/3 SICK	1/2 SICK
Ben Anderson	825.00	40,400.25		20,200.13
Kaylen Boeddeker	77.00	2,627.24	874.87	
Kim Curtis	614.00	23,909.16		11,954.58
Rick Denneson	1,024.00	60,313.60		30,156.80
Shawn Ebeling	419.50	19,494.17	6,491.56	
Nick Eldred	48.00	2,119.68	705.85	
Jon Howes	1,002.00	53,015.82	17,654.27	
Gary Kroells	1,016.00	72,776.08		36,388.04
Ben Raskin	1,024.00	50,145.28	16,698.38	
Cody Thompson	403.00	18,272.02	6,084.58	
Lance Zilles	698.50	32,619.95	10,862.44	
TOTAL	7,151.00	375,693.25	59,371.95	98,699.55

Total Sick: 158,071.50

Maple Plain 31.11% 49,176.04
Independence 68.89% 108,895.46

Severance as of August 1, 2023: \$74,244.02

Severance as of August 31, 2023: \$74,244.02

Severance is currently funded at: 46.97%

NOTE: 960 HRS IS THE MOST THAT CAN BE ACCUMULATED FOR SEVERANCE.

**West Hennepin Public Safety
2024
Budget Proposal**



Director Gary Kroells
September 12, 2023

Mission:
To protect and serve the citizens of Maple Plain and Independence in a professional and compassionate manner

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WEST HENNEPIN PUBLIC SAFETY

2024 Budget Proposal

Police Commission Meeting
September 12, 2023

Budget Introduction

The following is West Hennepin Public Safety's (WHPS) 2024 proposed budget. Upon approval by the Police Commission, the final 2024 budget will be forwarded to the Cities of Maple Plain and Independence.

The 2024 budget proposal reflects the goals and objectives that have been given to West Hennepin Public Safety to operate within. Our primary objectives are:

- 24 hour/7 days per week police coverage for the communities of Maple Plain and Independence
- Performing our own investigations of crimes that occur within the jurisdictions of Maple Plain and Independence
- Members of West Metro Drug Task Force
- Traffic and narcotics enforcement
- Provide emergency management services and planning for both Maple Plain and Independence
- Work in coordination with Maple Plain, Loretto and Delano Fire Departments, which provide fire coverage for our jurisdiction
- Continued operation of our volunteer Reserve Officer Program
- Community education programs, including Citizens Academy, child seat education, and National Night to Unite
- Members of the Lake Minnetonka SWAT Team

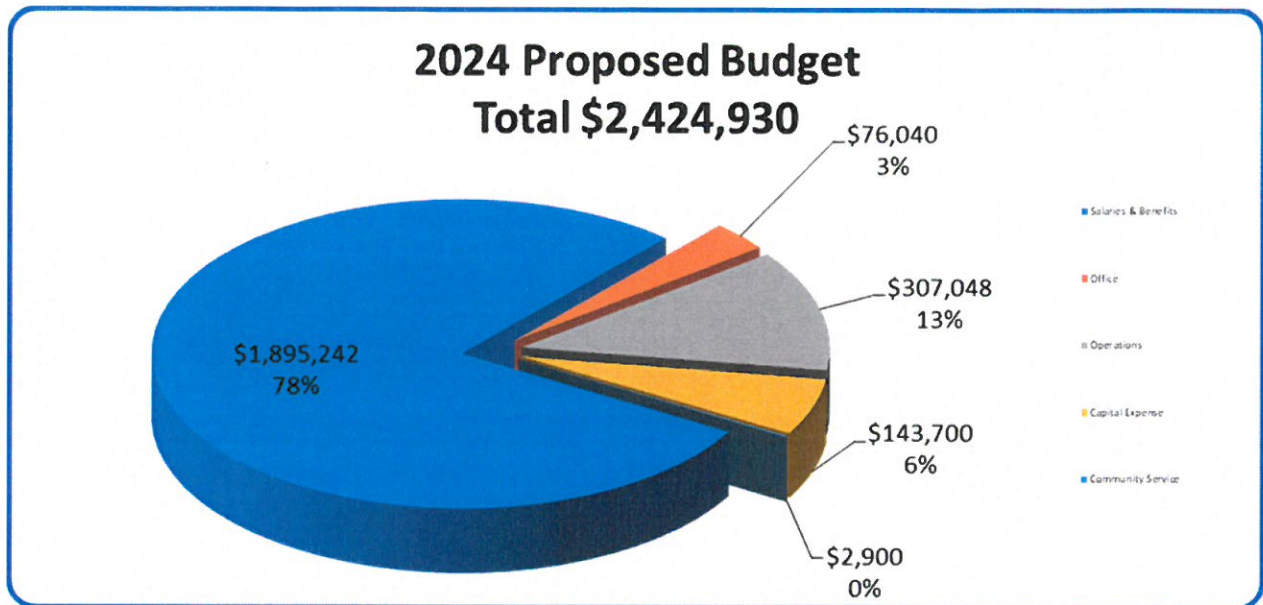
The West Hennepin Public Safety Department mission is: ***To protect and serve the citizens of Maple Plain and Independence in a professional and compassionate manner.*** This provides highly professional and responsive police services to the citizens of Maple Plain and Independence.

These core values shall serve as a foundation for WHPS' vision and form the basis of all functions of WHPS as we fulfill our mission:

Honor:	We will conduct ourselves in a manner that brings honor to ourselves, the department, and the community.
Courage:	We will have the courage to do what is right and to stand against what is wrong.
Common Sense:	We will apply common sense to the difficult decisions we must make.
Respect & Dignity:	We will respect the individual rights, human dignity and the value of all members of the community and the department.
Loyalty:	We will provide the highest quality of law enforcement service to the community with the goal of enhancing the quality of life.
Fairness:	We will treat all individuals fairly and equally with compassion.
Trust:	We will conduct ourselves professionally, serving as role models for the community.

2024 Budget Proposal

The proposed budget being submitted to the Police Commission is \$2,424,930. With the adjustment in the funding formula, capital funding, and the increases of the projected income due to the public safety aid the net increase to both cities are \$90,737 or 4.1%. The City of Independence's increase is \$70,538 (4.55%) and the City of Maple Plain's increase is \$20,199 (2.93%). The formula projection has shifted an additional 0.36% increase toward the City of Independence. For the 2023 budget the City of Independence is at 69.25% and City of Maple Plain is at 30.75%.



The primary changes in the budget are due to:

1. Three percent salary increases for police officers and staff was \$63,452.
2. State mandated PERA employer contribution increased \$8,825.
3. Health insurance increased \$17,853 due to increased rates.
4. Increase in capital improvement plan for future capital needs by \$20,000.
5. Increase in RMS data migration of \$11,320.
6. Another year of 20% increases (\$11,933) in workers compensation insurance from the League of Mn Cities due to PTSD claims. This is the fourth year of 20% increases.
7. Increase in municipal/auto insurance of \$9,356 from the League of Mn Cities
8. Increase in projected income of \$68,600 due to onetime aid from the State of Minnesota in regard to public safety aid. This will be used for equipment, training, and wellness for officers.

Our main increase in 2024 is personnel expenses. A 3% pay retention increase was included for all WHPS employees to keep our staff competitive within the ten-city survey. The personnel expenses increased closer to 5% due to several listed below:

- Newly hired administrative assistant had a step increase plus 3% salary increases.
- New officer hired last year had a step increase plus his 3% salary increases. This officer was also hired at a higher starting wage than was budgeted for in 2023.
- New Sergeant promoted last year had a step increase plus his 3% salary increase.
- One officer met his longevity step of 7 years in February 2024 which added an additional 3% to his salary.
- Additional holiday of Juneteenth for 2024 added an additional 5,700 to cover for this additional holiday for staff.

Our employees are our most valued asset, and we must retain them. Having them leave for another police organization is simply not cost effective or efficient. Too much time, funding and training is put into our police officers to have them leave to a neighboring agency.

Keeping in mind this same thought process, we continue to stay competitive with our medical benefits for our staff. WHPS did not make any changes in our medical or dental benefits for 2024. Delta Dental changed the dental plan for 2024 which increased the costs. The budget increase for Health Partners medical plan was 8.5%. Last year significant discussion was had on moving away from the Health Partners Open Access network and moving towards Health Partners Select Network which limits the employees to only Health Partners Hospitals and Clinics.

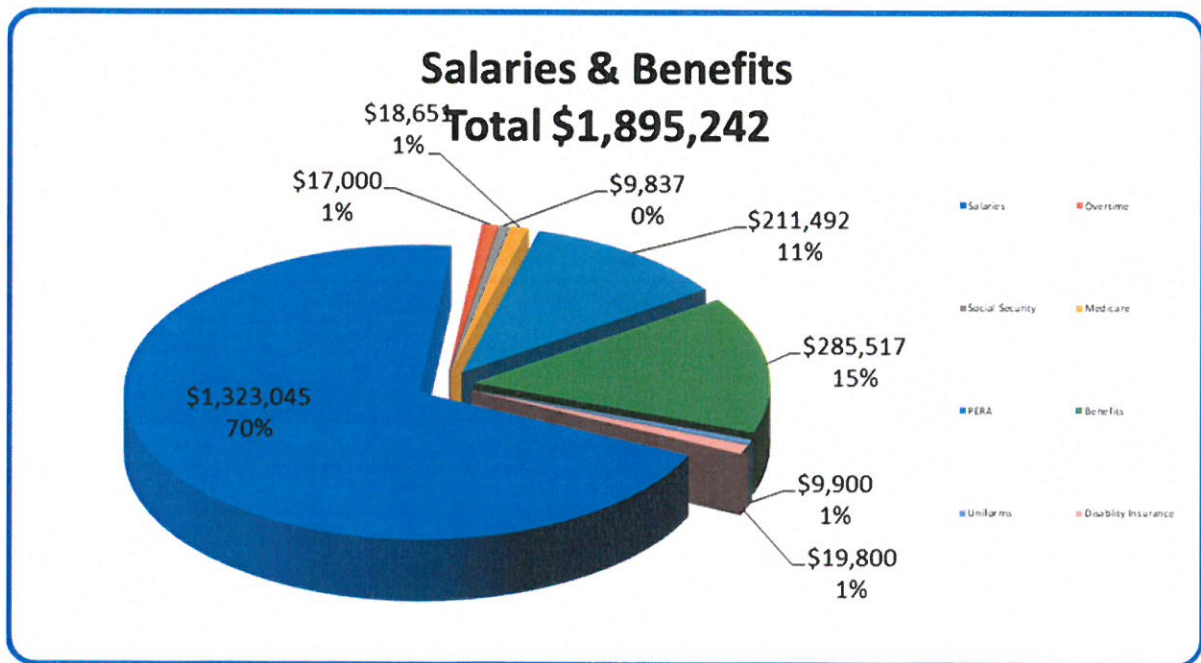
The Select Network would save 16% on our premiums but comes at a reduction in medical options for employees. Additionally, 2.9% could be saved by eliminating the employees access to Mayo Clinic, but again we are reducing network medical options. The 2024 budget reflects the same medical plan as 2023 for all staff at West Hennepin PSD.

As you review the 2024 Capital Improvement Plan, you will see a \$20,000 increase in capital funding to position WHPS future expenses over the next three years. This increase in 2024 starts the fund in a positive direction.

Projected income increased \$68,000 due to the Minnesota legislatures passing a onetime public safety aid funding in December 2023. This public safety aid will be used for officer wellness, officer training and police equipment needs over the next three years.

The 2023 budget reflects a 4.1% overall increase, with a 4.55% increase to the City of Independence and 2.93% to the City of Maple Plain. I am confident we can work together and find this budget manageable.

Personnel



The Personnel section of the budget accounts for 78% of our total overall budget. It includes health and dental benefits, overtime, PERSA contributions and any medical disability insurance that WHPS is required to pay.

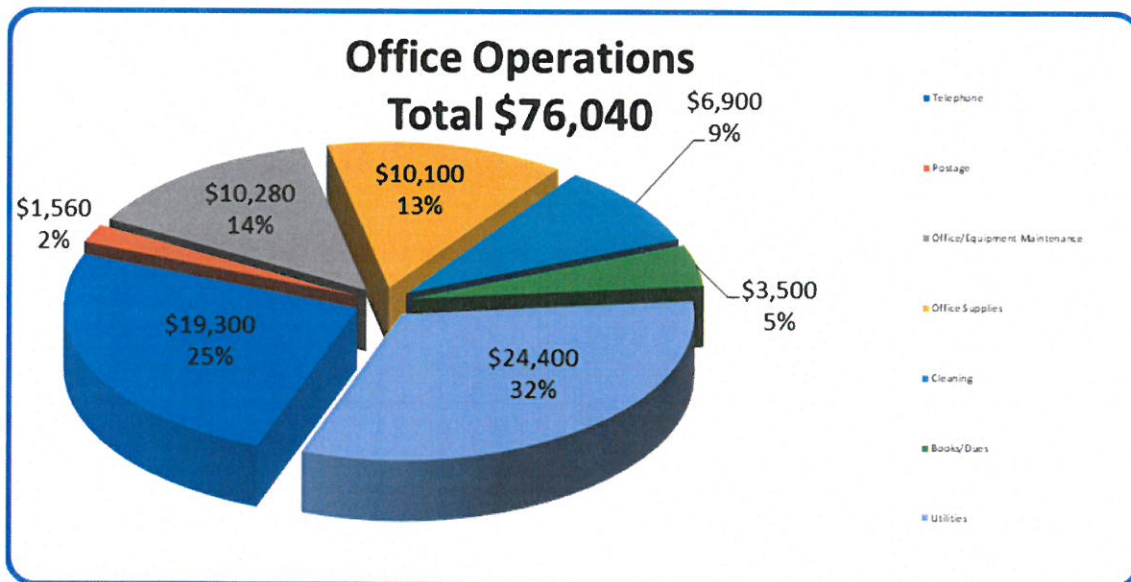
Health Benefits

Our health care representative, Bill Singer from AT Group, and I reviewed several options available for WHPS employees. No changes were made in 2024 with the current medical plan. West Hennepin Public Safety employees are currently covered with a HealthPartners open access 3000/6000 HSA plan. WHPS health care medical benefits will increase by \$17,853 or 8.5%.

PERA

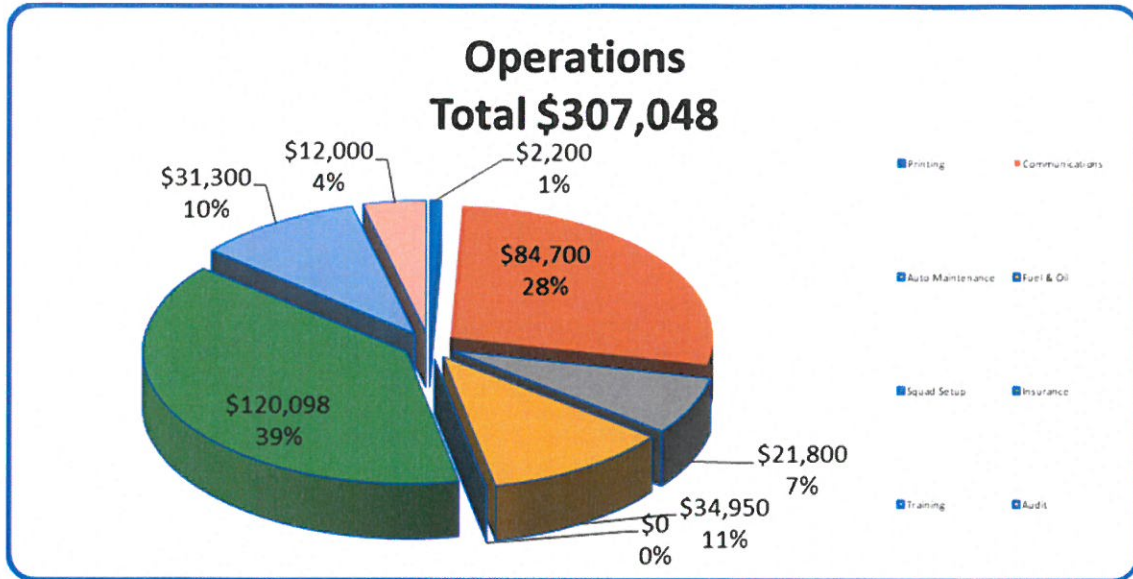
PERA Employer contributions for the Police and Fire Fund in 2023 remained the same at 17.70% for the employer and 11.80% contributions for the employees. Due to proposed payroll increases for our employees PERA increased \$8,825 for 2024.

Office



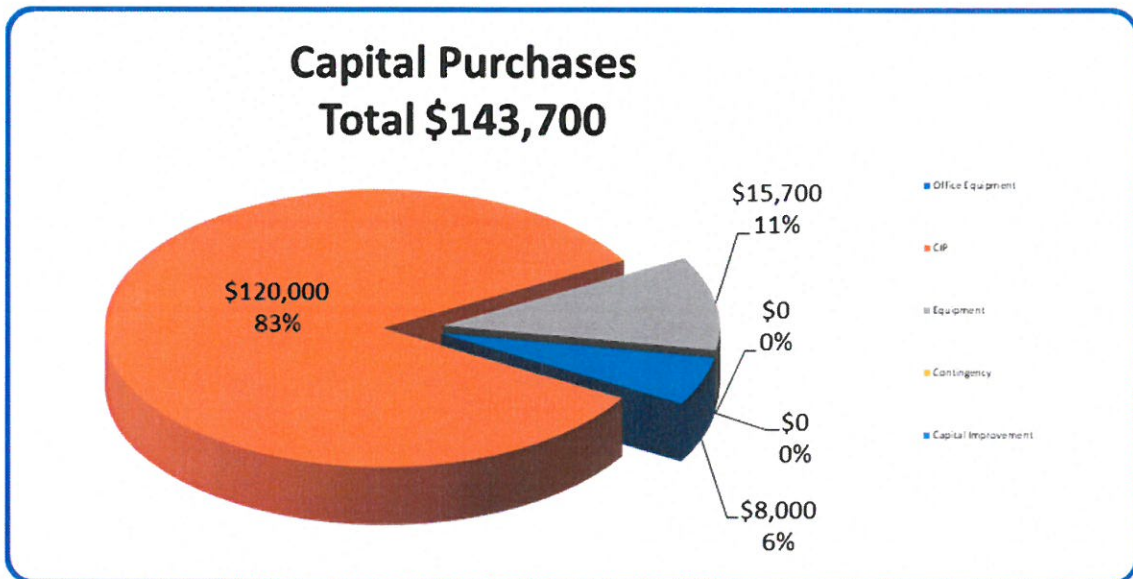
The office section of the budget sees a 5.85% or \$4,445 increase due to increased services for current and future needs. See attached break down under office operations in this budget packet.

Operations



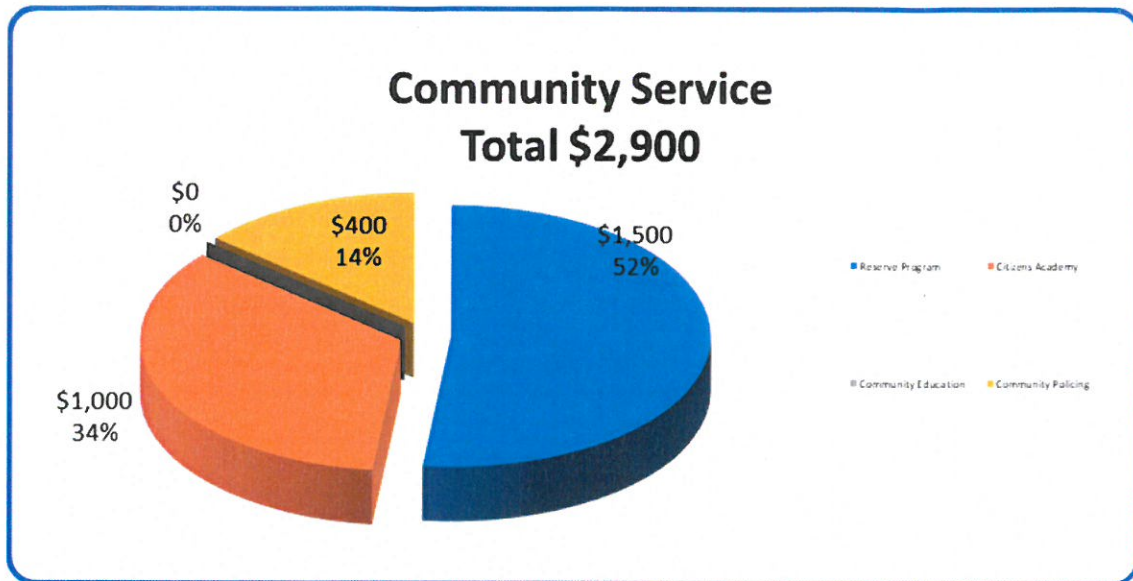
Accounts 301 – 308. This section of the budget sees an increase of \$41,642 or 13.56% in 2023. These increases are primarily due to the increased costs for worker comprehensive insurance and our IT and communication needs.

Capital Purchases



Line items 401 - 405. This section of the budget shows an increase 14.61% or \$21,000. See Capital Improvement Plan on page 19 and page 20 for further references.

Community Service



This section of the budget shows no changes. Reserve Officers donate thousands of hours each year to WHPS and our residents benefit from those volunteer hours.

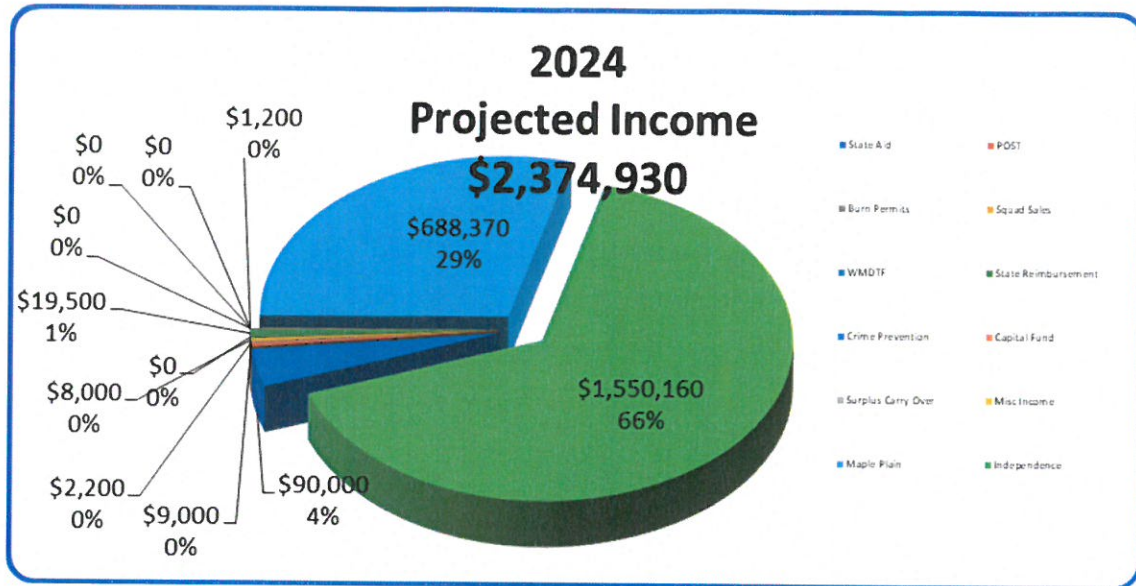
Formula Projection for 2024

In 2024 the shared services formula for the Joint Powers Agreement (JPA) with WHPS is set at 30.75% for Maple Plain and 69.25% for Independence. This year shows an increase of 0.36% for Independence and a reduction of this same amount for Maple Plain.

The table below shows the history of the formula breakdown over the past ten years. It shows a consistent pattern with Maple Plain at 32% and Independence at 68%.

History of Formula Breakdown		
	Maple Plain	Independence
2015	33.28%	66.72%
2016	32.33%	67.67%
2017	31.44%	68.56%
2018	30.98%	69.02%
2019	31.74%	68.26%
2020	32.48%	67.52%
2021	32.56%	67.44%
2022	32.29%	67.71%
2023	31.11%	68.89%
2024	30.75%	69.25%
10 Year Average:	31.89%	68.11%

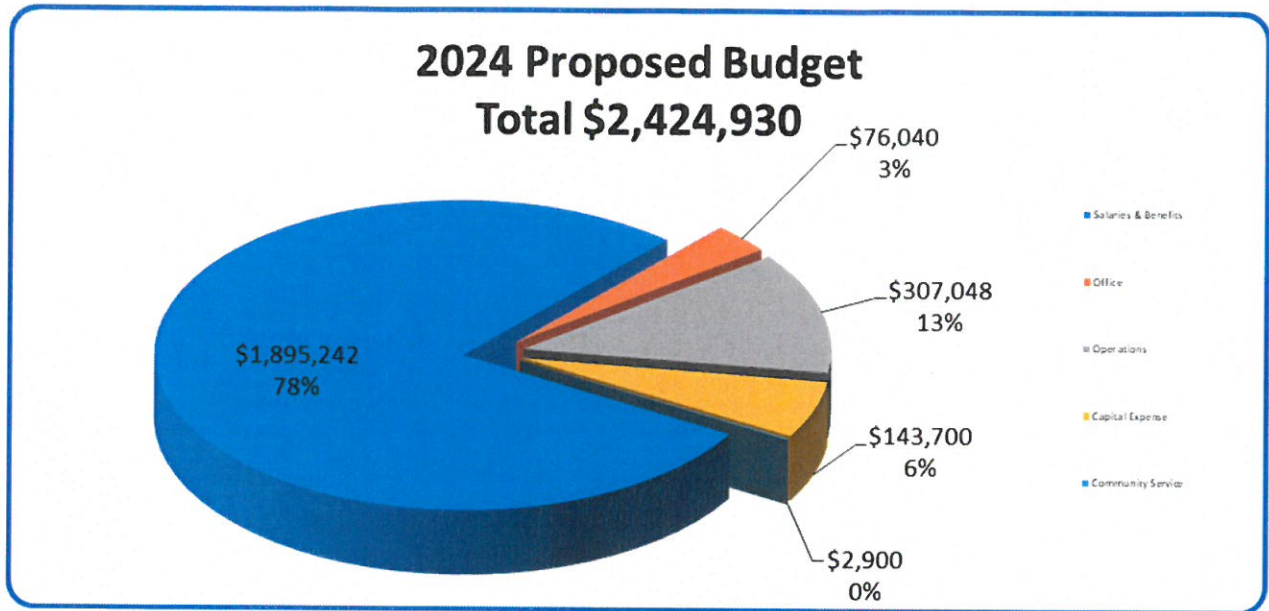
Projected Income for 2024



The projected income for the 2024 budget is an increase of \$68,600.

The projected income increases have resulted in a reduction of funding for the proposed budget coming directly from the Cities of Maple Plain and Independence. The percentage of the budget funded by the two cities has decreased 94.9% in 2023 to 92.3% in 2024.

Conclusion



I would ask the Police Commission to review and present the 2024 proposed budget to your respective councils and adopt the budget as presented. This budget will meet our primary objectives of providing public safety services to the citizens of Maple Plain and Independence.

This table provides a 15-year historical overview of WHPS budgets. In reviewing the 15-year averages, the overall annual budget increase is 4.09%.

Year	Total WHPS Budget		Maple Plain		Independence		# of officers	Comments
	Budget	% of increase	Budget	% Increase	Budget	% Increase		
2010	\$1,331,199	0.00%	\$405,528	-0.03%	\$809,720	0.00%	9	
2011	\$1,375,284	3.31%	\$411,921	1.58%	\$802,826	-0.85%	9	
2012	\$1,391,625	1.19%	\$424,393	3.03%	\$805,731	0.36%	9	
2013	\$1,460,032	4.92%	\$448,857	5.76%	\$838,374	4.05%	9	
2014	\$1,491,827	2.18%	\$465,063	3.61%	\$888,564	5.99%	10	
2015	\$1,539,392	3.19%	\$481,332	3.49%	\$965,060	8.61%	10	
2016	\$1,599,114	3.88%	\$484,694	0.49%	\$1,012,420	4.68%	10	
2017	\$1,679,283	5.50%	\$499,480	2.80%	\$1,089,303	6.80%	10	
2018	\$1,746,488	3.85%	\$500,300	0.02%	\$1,114,388	2.30%	10	
2019	\$1,767,749	1.10%	\$518,397	3.49%	\$1,115,052	0.06%	10	
2020	\$1,841,257	3.70%	\$551,014	5.92%	\$1,145,343	2.64%	10	
2021	\$1,898,923	2.50%	\$559,417	2.72%	\$1,158,505	2.36%	10	
2022	\$2,054,293	9.9%	\$616,894	8.90%	\$1,314,399	12.0%	10	
2023	\$2,322,199	10.01%	\$668,171	7.67%	\$1,479,622	11.17%	10	
2024	\$2,424,930	4.1%	\$688,370	2.93%	\$1,550,160	4.55%	10	
Average		3.95%		3.49%		4.31%		

DESCRIPTION		2022 Budget	2023 Budget	2024 Budget	
101	SALARIES/REG.	1,135,251	1,259,593	1,323,045	
	Social Security	9,090	8,869	9,837	
	Medicare	16,617	17,798	18,651	
	SALARY/OT	18,000	17,000	17,000	
103	PERA	187,886	202,667	211,492	
104	HEALTH INS	293,317	267,664	285,517	
105	UNIFORMS	9,900	9,900	9,900	
104A	DISABILITY MEDICAL INS.	34,132	19,500	19,800	
	SUB/PERSONNEL	1,704,193	1,802,992	1,895,242	4.87%
201	TELEPHONE	17,500.00	19,240.00	19,300.00	
202	POSTAGE	1,400.00	1,400.00	1,560.00	
203	OFF/OPR/EQUIP MAINT	8,600.00	8,900.00	10,280.00	
204	OFF/OPR SUPPLIES	8,900.00	9,790.00	10,100.00	
205	RENT/CLEANING	6,400.00	6,600.00	6,900.00	
206	BOOKS/DUES/SUBSCRIPT	2,150.00	2,350.00	3,500.00	
207	UTILITIES/ELECTRIC/GAS	16,450.00	23,315.00	24,400.00	
	SUB/OFFICE	61,400	71,595	76,040	5.85%
301	PRINTING	1,850.00	2,027.00	2,200.00	
302	COMMUNICATIONS	55,450.00	67,800.00	84,700.00	
303	AUTO MAINT	18,000.00	19,800.00	21,800.00	
304	FUEL & OIL	35,500.00	37,570.00	34,950.00	
306	INSURANCE	89,600.00	98,809.00	120,098.00	
307	SCHOOLS & TRAINING	24,700.00	27,900.00	31,300.00	
308	AUDIT	10,900.00	12,000.00	12,000.00	
	SUB/OPR SERVICES	236,000.00	265,406.00	307,048.00	13.56%
401	OFF EQUIP	5,000.00	8,000.00	8,000.00	
402	CAPITAL IMPROVEMENT F	35,000.00	100,000.00	120,000.00	
403	EQUIPMENT	9,800.00	14,700.00	15,700.00	
404	CONTINGENCY FUND	-	-	-	
	SUB/CAPITAL	49,800	122,700	143,700	14.61%
601	RESERVE PROGRAM	1,500.00	1,500.00	1,500.00	
602	COMMUNITY EDUCATION				
603	OTHER PROGRAMS				
604	UNCATEGORIZED EXP				
606	DRUG FORFEITURE EXP				
607	DWI FORFEITURE EXP				
608	CITIZENS ACADEMY	1,000.00	1,000.00	1,000.00	
609	COMMUNITY POLICING	400.00	400.00	400.00	
	SUB/COMMUNITY SVCS	2,900	2,900	2,900	0.00%
	TOTAL EXPENSES	2,054,293	2,265,593	2,424,930	
	Approved Budget	2,054,293	2,265,593	2,424,930	
	Percent of Budget increase	6.52%	9.33%	6.57%	
503	PROJECTED INCOME	\$ 123,000	\$ 117,800	\$ 186,400	
502	INDEPENDENCE	\$ 1,314,399	\$ 1,479,622	\$ 1,550,160	4.55%
501	MAPLEPLAIN	\$ 616,894	\$ 668,171	\$ 688,370	2.93%
	Total City Contribution	1,931,293	2,147,793	2,238,530	
	Percentage of City Contribu	94.0%	94.8%	92.3%	
	% of increase with projectec	9.9%	10.1%	4.1%	
504	TOTAL INCOME	2,054,293	2,265,593	2,424,930	

**West Hennepin Public Safety
Personnel 2023**

		2022 Budget	2023 Budget	2024 Budget	Comments
101	Salaries/Regular	1,135,251	1,259,593	1,323,045	
101	Social Security	9,090	8,869	9,837	
101	Medicare	16,617	17,798	18,651	
101	Overtime	18,000	17,000	17,000	
103	PERA	187,886	202,667	211,492	
104	Benefits(Health, Dental, Life,MSRA)				
	Health	268,116	240,012	252,000	
	Dental	15,276	15,720	21,180	
	MSRS	9,265	11,272	11,557	
	Life	660	660	780	
	Total Benefits	293,317	267,664	285,517	
104A	Disablity Medical Insurance-	34,132	19,500	19,800	
105	Uniforms	9,900	9,900	9,900	
	Total Personnel	1,704,193	1,802,992	1,895,242	

WHPS OFFICE FOR 2023

		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Comments</u>
201	<u>TELEPHONE</u>				
	CELL PHONES	\$7,000	\$7,700	\$8,500	Verizon 3 iPhone X65 Month=\$180 4 Squad I Phone x 60 Month= \$240
	OFFICE	\$3,600	\$3,960	\$4,200	RingCentral-Internet
	Air Card	\$5,800	\$6,380	\$4,800	5 MDC & 3 IPAD x50x12=4800
	REPAIRS/EQUIPMENT	\$1,100	\$1,200	\$1,800	
	SUB TOTAL	\$17,500	\$19,240	\$19,300	
202	<u>POSTAGE</u>				
	SHIPPING	\$500	\$500	\$560	
	STAMPS	\$900	\$900	\$1,000	
	SUB TOTAL	\$1,400	\$1,400	\$1,560	
203	<u>OFF/OPR/EQUIP/MAINT</u>				
	COPY MACH RENTAL MAINT	\$3,700	\$3,700	\$3,900	300 per month X12 = 3600
	ALCOHOL/TINT METER MAINT				
	STATE COMPUTER MAINT				
	OTHER COMPUTER MAINT	\$2,200	\$2,400	\$3,380	DTF Rental 65x12=780
	OTHER OFFICE EQUIP MAINT	\$1,500	\$1,500	\$1,600	
	MISC. EQUIP MAINT	\$1,200	\$1,300	\$1,400	Scale recertification yearly 500; radar calibration check 350
	SUB TOTAL	\$8,600	\$8,900	\$10,280	
204	<u>OFF/OPR SUPPLIES</u>				
	OFFICE SUPPLIES	\$8,900	\$9,790	\$10,100	Paper, light bulbs, Office Supplies & maintenance,
	SUB TOTAL	\$8,900	\$9,790	\$10,100	
205	<u>RENT/CLEANING</u>				
	CLEANING	\$6,400	\$6,600	\$6,900	weekly cleaning 116/week X 52 = 6,058; ; cleaning supplies 800
	SUB TOTAL	\$6,400	\$6,600	\$6,900	
206	<u>BOOKS/DUES/SUBSCRIPTIONS</u>				
	Certified Crime Fighter Report	\$350	\$400	\$500	
	DUES	\$1,300	\$1,400	\$1,500	
	SUBSCRIPTIONS	\$500	\$550	\$1,500	QB Payroll Support 1500
	SUB TOTAL	\$2,150	\$2,350	\$3,500	
207	<u>UTILITIES/ELECTRIC/GAS</u>				
	Gas -Heating	\$7,750	\$11,235	\$11,800	45%
	Electricity - NSP	\$8,200	\$11,480	\$12,000	40%
	Pump Tanks	\$500	\$600	\$600	Enviromental pump out from garage
	SUB TOTAL	\$16,450	\$23,315	\$24,400	
	TOTAL EXPENSES	\$61,400	\$71,595	\$76,040	

WHPS OPER/SERV FOR 2023

		<u>2022</u>	<u>2023</u>	<u>2024</u>	
301	PRINTING				Comments
	PRINTING	\$800	\$872	\$900	
	PRINT/TAGS/Citation Paper	\$1,050	\$1,155	\$1,300	Printer paper for squads/ vs tickets
	SUB TOTALS	\$1,850	\$2,027	\$2,200	
302	COMMUNICATIONS				
302 A1	RMS FEES	\$9,800	\$10,780	\$15,000	LETG Maintenance/LETG Server Host 8,800 Quickbooks Software Mtn 1,400
302 A2a	IT SUPPORT & FEES	\$20,000	\$29,000	\$33,000	Contracted IT Svcs (Element Tech), WAN fees
302 A2b	computer software	\$2,000	\$2,200	\$2,300	
302 A2c	computer hardware	\$2,000	\$2,200	\$2,300	
302 A2d	web hosting/email spam filtering	\$1,600	\$2,200	\$2,300	MSSOffice
302 A3	INVESTIGATOR IT FEES	\$1,350	\$1,500	\$1,700	Accurint/(LexisNexis) 60 X12=720, APS=400, Crimnet=200
302 A4	STATE IT CONNECTION FEES	\$1,900	\$2,100	\$2,300	BCA MINJIS CJDN 1900 per year
302 A5	OTHER BILLABLE SERVICES				Covert Wireless, Adobe Acropro, WAN fees
302 D	BUILDING SECURITY SYSTEM				hardware, software
302 E	SQUAD VIDEO SYSTEM	\$1,000	\$1,000	\$1,200	Panasonic AMA for Arb. Video
302 F	RADIOS/MDCs	\$4,700	\$5,170	\$5,300	5 MDC 88X 12 months = \$5280
302 F1	RENTAL & REPAIR FEES	\$1,500	\$1,600	\$1,800	repairs/installs
302 F1	squad radios-leases rental lease (new 2014/10 year lease done in 2024)	\$4,200	\$4,200	\$4,200	6 leased sqd radios X 690 per year = 4140
302 F1	portable radio-lease for 2018? (2018 10 year lease done in 2029)	\$3,700	\$4,000	\$4,200	15 radios fees per year =280x12=\$3360
302 F2	Net Motion Lic & maintenance fee	\$1,700	\$1,850	\$2,000	140 per month for MN IT Net Motion/Router
-	RENTAL/REPAIR				duplicate line-removed to above
-	BCA RENTAL				
-	RMS Data Migration			\$7,100	Annual Data Migration with LMAC
	SUB TOTALS	\$55,450	\$67,800	\$84,700	
303	AUTO MAINT	\$18,000	\$19,800	\$21,800	
304	FUEL/OIL				
	FUEL/OIL	\$34,500	\$36,570	\$33,550	11,000 gal X \$3.05 = \$33,550
	OIL	\$1,000	\$1,000	\$1,400	
	SUB TOTAL	\$35,500	\$37,570	\$34,950	
305	SQUAD SETUP/PARTS				
	SET-UP COSTS	\$0	\$0	\$0	Moved to CIP
	PARTS	\$0	\$0	\$0	Moved to CIP
	SUB TOTALS	\$0	\$0	\$0	
306	INSURANCE				True Costs:
	MUNICIPALITY/AUTO/EMP INS.	\$40,000	\$39,144	\$48,500	2022 - \$35,572, 2023-39,144, 20% inc 2023
	WORKERS COMP	\$49,600	\$59,665	\$71,598	2022 - \$48,534, 2023-59,665, 20% inc 2023
	SUB TOTALS	\$89,600	\$98,809	\$120,098	
307	SCHOOLS & TRAINING				
	CHIEF	\$2,200	\$3,000	\$3,200	
	EMERGENCY MANAGEMENT	\$1,000	\$1,000	\$1,000	AMEM Fall Conference, Lake Area training/drills
	ADMIN	\$1,500	\$1,500	\$2,000	BCA mandatory certification, PLEAA POST Training, Medical, Haz Mat, Blood borne, Patrol Online Training 10 X 105
	OFFICERS	\$11,000	\$12,000	\$14,000	
	SWAT OFFICERS	\$2,500	\$3,500	\$4,000	Two Officers in SWAT, dues, training
	OFFICER WELLNESS	\$6,500	\$6,900	\$7,100	NEW 2021
	SUB TOTALS	\$24,700	\$27,900	\$31,300	
308	AUDIT	\$10,900	\$12,000	\$12,000	True cost in 2023 - \$11,400
	TOTAL EXPENSES	\$236,000	\$265,906	\$307,048	

WHPS CAPITAL FOR 2023

		<u>2022</u>	<u>2023</u>	<u>2024</u>	
401	OFFICE EQUIP				Comments
	COMPUTERS	5,000	8,000	8,000	
	PRINTER/SCANNER				
	FILE CABINETS				
	MISC. ITEMS				
	SUB TOTALS	5,000	8,000	8,000	
402	CAPITAL IMP. PLAN				
	CIP	35,000	100,000	120,000	See Capital Improvement Plan
	LIC.				
	EXCISE TAX				
	SUB TOTALS	35,000	100,000	120,000	
403	EQUIPMENT				
	Radar- Stalker	0	0	0	
	Ticket Writer & Software	500	700	700	Ticket writer maintenance fee/printers replacement
	Hardware for TW & RMS	300	500	500	
	Squad MDC	0	4,500	4,500	MDC upgrade
	Moblie Radios		0	0	Moved into services under leasing
	Firearms	5,000	5,000	5,500	1000 for ERU, practice ammo, Training center;FATS, Targets
	Misc equipment	4,000	4,000	4,500	40 MM Supplies
		9,800	14,700	15,700	
404	CONTINGENCY FUND	0	0	0	
405	Capital Improvement	0	0	0	See Capital Improvement Worksheet
	TOTAL EXPENSES	49,800	122,700	143,700	

WHPS COMMUNITY SERVICE FOR 2023

		<u>2022</u>	<u>2023</u>	<u>2024</u>	
601	RESERVE PROGRAM				
	VIEW SANTA	500	500	500	
	UNIFORMS	1000	1000	1000	Hiring of new reserves/uniforms
	OTHER	0	0	0	
	SUB TOTAL	1,500	1,500	1,500	
602	Community Education				
	CURRICULUM				
	SUPPLIES	0	0	0	
	SPEAKERS				
	REWARDS	0	0	0	
	OTHER				
	SUB TOTAL	0	0	0	
603	SWMDTF MEMBERSHIP	0	0	0	
604	ENCUMBERED ITEMS				
	DESIGNATED				
	NON-DESIGNATED				
	SUB TOTAL	0	0	0	
605	CITIZENS ACADEMY	1000	1000	1000	
606	COMMUNITY POLICING	400	400	400	Night to Unite handouts
607	DWI Forfeiture Expense				
	TOTAL EXPENSES	2,900	2,900	2,900	

WHPSD PROJECTED INCOME FOR 2023

	<u>2022</u>	<u>2023</u>	<u>2024</u>	
PROJECTED INCOME				
STATE AID TO LE	\$ 94,000	\$ 90,000	\$ 90,000	Late Sept
POST	\$ 9,000	\$ 9,000	\$ 9,000	
EMERG MGT				
BURN PERMITS/COPIES	\$ 2,000	\$ 2,200	\$ 2,200	
SQUAD SALES	\$ 7,000	\$ 8,000	\$ 8,000	
WMDTF Forfeiture	\$ -	\$ -		
SAFE AND SOBER GRANT	\$7,000	\$ 6,500	\$ 6,500	
DRUG TASK FORCE				
State Reimbursement Disability	\$ 3,000	\$ 900	\$ 19,500	
2023 State Aid for Equipment	\$ -	\$ -	\$ 25,000	
2023 State Aid for Training/Welne			\$ 25,000	
2023 State Aid for 11th Officer			\$ -	
Transfer from Capital Fund	\$0	\$ -		
Moblie Radio				
Portables				
Carry over from prior year	\$ -	\$ -		
MISC INCOME	\$ 1,000	\$ 1,200	\$ 1,200	
SUB TOTAL	123,000	117,800	186,400	
INDEPENDENCE	1,330,475	1,479,622	1,550,160	
Percentage of budget	67.71%	68.89%	69.25%	
Percentage of net change				
MAPLE PLAIN	600,818	668,171	688,370	
Percentage of budget	32.29%	31.11%	30.75%	
Percentage of net change				
TOTAL BUDGET	2,054,293	2,265,593	2,424,930	
Percent increase per year	6.52%	9.33%	6.57%	

WEST HENNEPIN PUBLIC SAFETY DEPARTMENT
Formula Projection For 2023

TAX CAPACITY			
<u>Year</u>	<u>Maple Plain</u>	<u>Independence</u>	<u>Total</u>
2021-2022	2,721,923	8,366,201	
2022-2023	2,969,955	8,840,950	
2023-2024	3,335,099	10,829,179	
TOTAL	9,026,977	28,036,330	37,063,307
Percentage	0.2435556	0.7564444	

POPULATION			
<u>Year</u>	<u>Maple Plain</u>	<u>Independence</u>	
2020	1,823	3,778	
2021	2,051	3,795	
2022	1,950	3,771	
TOTAL	5,824	11,344	17,168
Percentage	0.3392358	0.6607642	

CALLS FOR SERVICE			
<u>Year</u>	<u>Maple Plain</u>	<u>Independence</u>	
2020	1,800	3,200	
2021	1,471	3,157	
2022	1,281	2,898	
TOTAL	3,271	6,357	9,628
Percentage	0.339738	0.660262	

FORMULA COMPUTATION			
	<u>Maple Plain</u>	<u>Independence</u>	
TAX CAPACITY	0.2435556	0.7564444	
POPULATION	0.3392358	0.6607642	
CALLS FOR SERVICE	0.339738	0.6602617	
TOTAL	0.92252968	2.077470	3.0000
2024 Formula	30.75%	69.25%	

History of Formula Breakdown		
	Maple Plain	Independence
2011	33.91%	66.09%
2012	34.50%	65.50%
2013	34.87%	65.13%
2014	34.36%	65.64%
2015	33.28%	66.72%
2016	32.33%	67.67%
2017	31.44%	68.56%
2018	30.98%	69.02%
2019	31.74%	68.26%
2020	32.48%	67.52%
2021	32.56%	67.44%
2022	32.29%	67.71%
2023	31.11%	68.89%
2024	30.75%	69.25%

Category	Purchase Year	Item	Cost	2017 Estimated Amounts	2018 Estimated Amounts	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	2022 Estimated Amounts	2023 Estimated Amounts	2024 Estimated Amounts	2025 Estimated Amounts	2026 Estimated Amounts	2027 Estimated Amounts	2028 Estimated Amounts	2029 Estimated Amounts	2030 Estimated Amounts	
Camera	2029	Squad Video Camera (new all)	50,000	-	8,000	8,000	8,000	16,000	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	-	
Camera	2029	Body Cameras (15) Crime Prev.	25,000	-	-	-	-	-	-	3,500	3,500	3,500	3,500	3,500	3,500	3,500	-	
Camera	2021	Computer upgrade for cameras	4,000	-	-	-	4,000	-	-	-	-	-	-	-	-	-	-	
Camera	2032	New video system City/WHPS	100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Camera	2029	Squad Video Camera (4)	45,000	-	-	-	-	-	-	-	-	-	-	-	-	45,000	-	
RMS	2024	New RMS for WHPS	75,000	-	-	-	-	-	-	28,000	28,000	-	-	-	-	-	-	
Camera	2029	Computer Upgrade for cameras	15,000	-	-	-	-	-	-	-	-	-	-	-	-	15,000	-	
Server	2021	New computer server	10,000	-	-	-	10,000	-	-	-	-	-	-	-	-	-	-	
Server	2027	New Computer Server	15,000	-	-	-	-	-	-	-	-	-	15,000	-	-	-	-	
Equipment	2018	Squad Build (Squad D)	13,000	0	13,000	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2018	Squad Build (Chief Squad)	15,000	-	15,000	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2019	Squad Build (WMDTF)	6,000	-	6,000	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2019	Squad Build (Investigator C)	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2020	Squad Build (Squad A)	15,000	-	15,000	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2020	Squad Build (Squad B)	15,000	-	15,000	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment	2021	Squad Build (Squad S)	15,000	-	-	-	15,000	-	-	-	-	-	-	-	-	-	-	
Equipment	2022	Squad Build (Squad D)	18,000	-	-	-	-	18,000	-	-	-	-	-	-	-	-	-	
Equipment	2026	Squad Build (Chief Squad)	18,000	-	-	-	-	-	-	-	-	-	18,000	-	-	-	-	
Equipment	2025	Squad Build (WMDTF)	12,000	-	-	-	-	-	-	11,000	-	-	-	-	-	-	-	
Equipment	2023	Squad Build (Squad A)	20,000	-	-	-	-	20,000	-	-	-	-	-	-	-	-	-	
Equipment	2024	Squad Build (Squad B)	20,000	-	-	-	-	-	20,000	-	-	-	-	-	-	-	-	
Equipment	2029	Squad Build (Investigator C)	15,000	-	-	-	-	-	-	-	-	-	-	-	-	15,000	-	
Equipment	2026	Squad Build (Squad S)	22,000	-	-	-	-	-	-	-	-	-	22,000	-	-	-	-	
Equipment	2026	Squad Build (Squad D)	22,000	-	-	-	-	-	-	-	-	-	22,000	-	-	-	-	
Equipment	2027	Squad Build (WMDTF)	17,000	-	-	-	-	-	-	-	-	-	-	17,000	-	-	-	
Equipment	2028	Squad Build (Squad A)	24,000	-	-	-	-	-	-	-	-	-	-	-	24,000	-	-	
Equipment	2028	Squad Build (Squad B)	24,000	-	-	-	-	-	-	-	-	-	-	-	24,000	-	-	
Equipment	2029	Squad Build (Chief Squad)	20,000	-	-	-	-	-	-	-	-	-	-	-	-	20,000	-	
Equipment	2029	Squad Build (Investigator C)	20,000	-	-	-	-	-	-	-	-	-	-	-	-	20,000	-	
Equipment	2030	Squad Build (Squad S)	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	
Equipment	2030	Squad Build (Squad D)	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	
Office	2020	Patrol Operations room upgrade finished '17	120,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office	2027	New furniture/Upgrades	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SWAT	2021	New vests and Equipment	8,000	-	8,000	-	-	-	-	-	-	-	-	-	-	-	-	
SWAT	2028	New vests and Equipment	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000	-	-	
Rifles	2017	Two new rifles	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rifles	2027	Six new Rifles	18,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Shield	2017	Ballistic Shield	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Shield	2021	Ballistic Shield	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Shield	2025	Ballistic Shield	3,100	-	-	-	-	-	-	-	-	3,100	-	-	-	-	-	
Radios	2028	15 new portable radios for staff	120,000	-	45,000	-	-	-	-	-	-	-	-	-	-	-	-	
Tasers	2028	8 new X2 Tasers	30,000	-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	
		402 squad clip From separate squad clip sheet		-	70,000	35,000	37,000	74,000	75,000	96,000	52,000	97,000	112,000	93,000	120,000	48,000	134,000	
Total Capital				\$ 8,000	\$ 171,000	\$ 58,000	\$ 58,000	\$ 97,000	\$ 93,000	\$ 155,000	\$ 111,000	\$ 150,100	\$ 185,000	\$ 157,000	\$ 339,000	\$ 174,000	\$ 184,000	
percent increase																		
REVENUES				\$ 94,333	\$ 94,333	\$ 30,800	\$ 53,000	\$ 30,000	\$ 35,000	\$ 100,000	\$ 120,000	\$ 140,000	\$ 150,000	\$ 160,000	\$ 155,000	\$ 120,000	\$ 122,000	
Independence/Maple Plain																		
Interest on investments																		
Miscellaneous/grants																		
TOTAL REVENUES				\$94,333	\$94,333	\$30,800	\$53,000	\$30,000	\$35,000	\$100,000	\$120,000	\$140,000	\$150,000	\$160,000	\$155,000	\$120,000	\$122,000	
EXPENDITURES				\$6,000	\$171,000	\$58,000	\$58,000	\$97,000	\$93,000	\$155,000	\$111,000	\$150,100	\$185,000	\$157,000	\$339,000	\$174,000	\$184,000	
Capital outlay - Public Safety																		
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES				\$86,333	(\$76,667)	(\$27,200)	(\$5,000)	(\$67,000)	(\$58,000)	(\$55,000)	\$9,000	(\$10,100)	(\$35,000)	\$3,000	(\$184,000)	(\$54,000)	(\$62,000)	
OTHER FINANCING SOURCES				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Transfers in																		
Transfers out																		
TOTAL OTHER FINANCING SOURCES				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET CHANGE IN FUND BALANCES				\$86,333	(\$76,667)	(\$27,200)	(\$5,000)	(\$67,000)	(\$58,000)	(\$55,000)	\$9,000	(\$10,100)	(\$35,000)	\$3,000	(\$184,000)	(\$54,000)	(\$62,000)	
FUND BALANCES JANUARY 1				\$147,740	\$ 147,740	\$ 119,490	\$ 102,745	\$ 97,433	\$ 57,907	\$ 91,963	\$ 36,963	\$ 45,963	\$ 35,963	\$ 863	\$ 3,863	\$ (180,137)	\$ (234,137)	
FUND BALANCES, DECEMBER 31				\$ 119,490	\$ 102,745	\$ 97,433	\$ 97,433	\$ 57,907	\$ 91,963	\$ 36,963	\$ 45,963	\$ 35,963	\$ 863	\$ 3,863	\$ (180,137)	\$ (234,137)	\$ (296,137)	

Category	Purchase Year	Item	Cost	2017 Estimated Amounts	2018 Estimated Amounts	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	2022 Estimated Amounts	2023 Estimated Amounts	2024 Estimated Amounts	2025 Estimated Amounts	2026 Estimated Amounts	2027 Estimated Amounts	2028 Estimated Amounts	2029 Estimated Amounts	2030 Estimated Amounts
Squad	2018	Chief Squad	35,000	-	35,000	-	-	-	-	-	-	-	-	-	-	-	-
Squad	2018	Squad D	35,000	-	35,000	-	-	-	-	-	-	-	-	-	-	-	-
Squad	2019	WMDTF Squad	35,000	-	-	25,000	-	-	-	-	-	-	-	-	-	-	-
Squad	2021	Squad A	37,000	-	-	35,000	-	-	-	-	-	-	-	-	-	-	-
Squad	2020	Squad B	37,000	-	-	-	37,000	-	-	-	-	-	-	-	-	-	-
Squad	2022	Investigator Squad C	37,000	-	-	-	-	37,000	-	-	-	-	-	-	-	-	-
Squad	2021	Squad S	37,000	-	-	-	-	37,000	-	-	-	-	-	-	-	-	-
Squad	2023	Squad D (Purchase new in 2023)	48,000	-	-	-	-	-	38,000	48,000	-	-	-	-	-	-	-
Squad	2024	Squad B (Every 4)	52,000	-	-	-	-	-	-	48,000	52,000	-	-	-	-	-	-
Squad	2025	Squad A (Every 4)	52,000	-	-	-	-	-	-	-	-	52,000	-	-	-	-	-
Squad	2026	Chief Squad (Every 7)	54,000	-	-	-	-	-	-	-	-	-	45,000	-	-	-	-
Squad	2025	WMDTF Squad (Every 6)	45,000	-	-	-	-	-	-	-	-	45,000	-	-	-	-	-
Squad	2029	Investigator Squad C (7 years)	48,000	-	-	-	-	-	-	-	-	-	-	-	48,000	-	-
Squad	2026	Squad S (Every 4)	56,000	-	-	-	-	-	-	-	-	-	56,000	-	-	-	-
Squad	2026	Squad D	56,000	-	-	-	-	-	-	-	-	-	56,000	-	-	-	-
Squad	2027	WMDTF Squad (Every 7)	48,000	-	-	-	-	-	-	-	-	-	-	48,000	-	-	-
Squad	2028	Squad B	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	-	-
Squad	2028	Squad A	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	-	-
Squad	2033	Chief Squad	64,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Squad	2036	Investigator Vehicle	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Squad	2030	Squad S	67,000	-	-	-	-	-	-	-	-	-	-	-	-	-	67,000
Squad	2030	Squad D	67,000	-	-	-	-	-	-	-	-	-	-	-	-	-	67,000

Total squad \$ - \$ 70,000 \$ 35,000 \$ 62,000 \$ 74,000 \$ 75,000 \$ 96,000 \$ 52,000 \$ 97,000 \$ 112,000 \$ 93,000 \$ 120,000 \$ 48,000 \$ 134,000

DATA STORAGE SERVER SHARING AND GOVERNANCE AGREEMENT

This Data Storage Server Sharing and Governance Agreement (this "Agreement") is made this ____ day of _____ 2023, and is by and among the following parties:

- A. Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rogers, and Wayzata, each a Minnesota municipal corporation, on behalf of their respective Police/Public Safety Departments; and
- B. South Lake Minnetonka Police Department, and West Hennepin Public Safety Department, each a joint powers entity organized pursuant to Minnesota Statutes Section 417.59; and
- C. Three Rivers Park District, a local government unit organized pursuant to Minnesota Statutes Section 383B.703, on behalf of its Department of Public Safety; and
- D. The Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of its Department of Public Safety.

The above-named parties may be collectively referred to herein as the "Parties" or each a "Party". This Agreement shall be effective as of the date listed above.

RECITALS

WHEREAS, each of the Parties provides law enforcement services to certain (or multiple) public entity(ies) in the State of Minnesota; and

WHEREAS, under individual licenses to the same data storage system, each party utilizes a records management system (an "RMS") to process, organize, and refer to storage law enforcement data related to the provision of those services (such data is the "Party Data"); and

WHEREAS, each Party currently engages a third-party contractor to store Party Data created and/or managed by each Party's RMS; and

WHEREAS, prior to 2012, several Parties created a joint powers entity known as the Lake Minnetonka Area Consortium ("LMAC") to facilitate data sharing and storage among those Parties for investigative purposes; and

WHEREAS, starting in 2012, one-by-one, other agencies joined the LMAC, for the same purpose; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly or cooperatively exercise any power common to the contracting governmental units; and

WHEREAS, the Parties desire to collaborate to establish and implement a shared local data storage site to house existing and future Party Data created by each Party's RMS; and

WHEREAS, the Parties further desire to collaborate in securing and funding professional services necessary to design, develop, and implement the migration of Party Data from a third-party storage location to the newly-established local storage site; and

WHEREAS, all Parties agree that sharing the costs of establishing and implementing this local storage site, as well as the costs of migration of the data allows for significant costs savings for all involved Parties; and

WHEREAS, all Parties therefore agree to share in the costs of establishing the data storage site and migrating Party Data thereto, as outlined in the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1) **PURPOSE:** The purpose of this Agreement is to cooperatively coordinate efforts and share costs to develop and implement a local, legally compliant data storage location and to engage services to migrate stored Party Data to that location, and thereafter maintain currently-existing and later-created data in compliance with all FBI and CJIS security requirements.
- 2) **AUTHORIZED REPRESENTATIVE:** The Parties nominate and empower the following authorized representative for purposes of managing contractor work:

Brian Tholen, Chief of Police (the "Authorized Representative")
South Lake Minnetonka Police Department
24150 Smithtown Road
Shorewood, Minnesota 55331

The Authorized Representative shall serve in the role unless and until a different authorized representative is appointed by the Governing Board, as defined in Section 3.

The Authorized Representative shall be empowered to facilitate the contracted work contemplated herein and shall oversee contractors' compliance with the same on behalf of the Parties. The Authorized Representative shall pay all contractor invoices and collect reimbursement from the Parties, as contemplated herein.

- 3) **PARTY GOVERNING BOARD:** The Parties hereby establish a Governing Board to oversee the implementation of the terms herein. The Governing Board shall consist of the Chief Law Enforcement Officer of each Party or his/her designee. The Governing Board shall meet on a regular basis, on the dates and times, and at a location agreed upon by the Parties. Notice for each meeting of the Governing Board shall be given in compliance with Minnesota Statutes Section 13D.04. The presence of a simple majority of the Governing Board shall constitute a quorum. Each Governing Board representative shall have one equal vote on all matters decided by the Governing Board. Unless a

different threshold is specifically identified herein for a particular decision, decisions shall be determined by a majority of the Governing Board present and voting on a particular topic, provided a quorum of the Governing Board is present.

All issues involving this Agreement shall be reviewed and resolved by the Governing Board whenever possible. The Governing Board may also review the terms and conditions of this Agreement and make recommendations to the Parties' governing bodies concerning amendments to this Agreement. The Governing Board shall select a Chairperson and rotate that position annually among the Parties. The Chairperson shall be the contact person for all Parties, and shall preside at meetings of the Governing Body to ensure good order and decorum. The Governing Board shall select a Vice-Chairperson, who shall preside at meetings in the Chairperson's absence, and rotate that position annually among the Parties.

The Governing Board shall obtain and maintain liability insurance in amounts not less than the statutory limits established under the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 ("Chapter 466") and may obtain other insurance it deems necessary to insure the actions of the Governing Board and the obligations of this Agreement including, without limitation, the indemnification obligations contained herein. The Parties' respective liabilities shall be governed by the provisions of Chapter 466 and nothing in this Agreement constitutes a waiver by any Party of any statutory or common law defense, immunity, or limit on liability provided for by applicable law. In no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits. For the purposes of determining total liability for damages, Parties shall be considered a single governmental unit as provided in Minnesota Statutes Section 471.59, subd. 1a(b).

- 4) **INITIAL COSTS:** The procurement contemplated by this Agreement is limited to the acquisition of such hardware, software, and professional services as are needed for local data storage considerations for existing Party Data. Each Party shall continue to be responsible for its own RMS costs and any individual costs associated with altering the designated hosting location to which RMS data will be fed.

In addition to the storage procurement, the Parties, through the Authorized Representative, will engage GTEL Advisors, LLC for consultant services related to the proper design and establishment of the data storage site, and will engage Morris Electronics, Inc. to consult and assist in the procurement, installation, and maintenance of the appropriate hardware for the same. GTEL Advisors, LLC shall also assist in the technical aspects of migrating Party Data from the existing storage location to the selected new local storage location. GTEL Advisors, LLC and Morris Electronics, Inc. are collectively referred to herein as the "Contractors". The Authorized Representative shall pay all contractor invoices for all services rendered pursuant to this Agreement and then invoice the Parties equally for such costs. Parties shall pay such invoices promptly to the Authorized Representative and not later than thirty (30) days after receipt of the same. The initial costs are estimated to be one hundred and fifteen thousand dollars (\$115,000), which the Parties hereby agree to pay equally ("Initial Party Amounts").

Prior to the initiation of a hardware acquisition above the Initial Party Amounts the Authorized Representative shall obtain the approval of the Governing Board of said purchase. The Authorized Representative is authorized to make reasonable hardware purchases recommended by the Contractors and related to the purpose of this Agreement which are valued at less than \$10,000 in total, which shall be split equally amongst the Parties. These additional hardware purchases shall be considered part of the Initial Party Amounts. The Authorized Representative shall ensure that Contractors comply with the Minnesota Uniform Municipal Contracting Law, Minnesota Statutes Section 471.345 ("Contracting Law"), for any purchases made pursuant to this Agreement.

- 5) **HOSTING/ON-GOING SUPPORT COSTS:** South Lake Minnetonka Police Department agrees to provide a secure location for the housing of necessary data storage equipment, at no cost to the Parties. Hosting and on-going support services will be acquired from one or both of the Contractors or from a separate contractor selected in conformance with the Contracting Law. The Authorized Representative shall be responsible for coordinating and contracting with the contractor for the hosting and on-going support services. Final contractor selection must be consented to by the Governing Board. The contractor selected for hosting duties shall be responsible for maintaining all Party Data in compliance with all applicable data management standards, including FBI and CJIS security requirements. The nominated contractor(s) selected to provide these services shall also forecast funding needs for hosting services, end-of-service-life replacements, standard maintenance and repairs, and anticipated upgrades during the Initial Term of this Agreement as defined below, as well as decommissioning costs (collectively "Hosting/On-Going Support Costs"). These anticipated costs shall be shared among the Parties to facilitate reasonable budgeting and such amounts may need to be approved by a Party's governing body. The Authorized Representative shall pay all invoices for hosting and on-going support services and invoice the Parties in equal shares for said costs. Each Party is responsible to budget for all Hosting/On-Going Support Costs.
- 6) **NEW PARTIES:** If another law enforcement agency or government entity that is not a party to this Agreement wishes to become a Party (that agency or entity a "Joining Agency"), the Joining Agency may request that it be added as a party to this Agreement or request that the Agreement be otherwise amended to accommodate the needs of the Joining Agency. This request shall be subject to the approval of a majority of the then current Parties of this Agreement. The parties shall then execute an amendment to this Agreement that adds the new governmental entity as a party to this Agreement, and sets forth the particular terms of that collaboration.
- 7) **TERM AND PARTY WITHDRAWAL:** This Agreement shall terminate on the tenth anniversary of the effective date set forth on page one (the "Initial Term"), unless extended by separate agreement of the then remaining Parties. The Agreement may be terminated earlier only as follows:
 - a. Immediate termination may occur upon the unanimous agreement of all then remaining Parties; or

- b. Early termination may occur upon a $\frac{3}{4}$ majority vote of the then remaining Parties, however, such termination shall not take effect for at least one (1) year after notice of that decision has been provided to all remaining Parties.

Parties may withdraw from this Agreement prior to termination as set forth above upon the provision of three (3) years' notice provided to the Chairperson of the Governing Board, who shall communicate such notice to the Authorized Representative and the Governing Board. Withdrawing Parties shall be responsible for the withdrawal fee related to the anticipated Hosting/Ongoing Support Costs, as described below in this Section 7.

The withdrawal fee for each Party shall be comprised of each Party's share of the Initial Party Amount and the estimated remaining Hosting/Ongoing Support Costs from the date of withdrawal until the tenth anniversary of the effective date set forth on page one. Withdrawing Parties shall pay this withdrawal fee no later than thirty (30) days prior to the effective date of the withdrawal unless the withdrawing Party and Governing Board agree to continue payments and billing in accordance with Section 5.

Withdrawing Parties shall be entitled to a copy of their Party Data which has been or will be stored pursuant to this Agreement or any successor agreement upon payment of the withdrawal fee. A Withdrawing Party shall be responsible for all data migration costs and/or conversion costs, if any, to ensure secure transfer to and compatibility with the Withdrawing Party's RMS platform. However, a withdrawing Party shall not be entitled to removal or immediate deletion of their embedded and stored data. The Parties agree that Party Data shall be stored, maintained and protected pursuant to this Agreement and applicable law, at all times, when housed at a storage site established pursuant to this Agreement. A withdrawing Party may request that the Party's data be deleted when feasible, but the remaining Parties shall have no obligation to complete the deletion until the servers on the storage site(s) are decommissioned.

Parties which withdraw from this Agreement are not entitled to any property, or assets purchased pursuant to this Agreement.

Upon the termination of this Agreement, the remaining Parties shall properly decommission any and all data storage sites established pursuant to this Agreement and take all necessary steps to permanently secure or delete all stored data, in compliance with all applicable law. Any purchased infrastructure may be sold after full and proper decommissioning and removal or deletion of Party Data and any value therefore may be used to offset the costs of decommissioning the site. In the event a positive balance of funds is held by the remaining Parties after decommissioning is complete, the Governing Board shall disburse the funds proportionally based on total contribution, including Initial Party Amounts and Hosting/On-Going Support Costs, of all current and former Parties.

- 8) **INDEMNIFICATION:** Each Party shall hold harmless, defend and indemnify all other Parties; their officials, employees and agents, from and against any and all claims, losses, liabilities, damages attributable to the indemnifying Party (collectively "Claims"). This obligation shall include, without limitation, costs and expenses (including defense, settlement, and reasonable attorneys' fees) for Claims as a result of any damages

arising from or related to data storage on the contemplated servers. This obligation shall survive termination of or withdrawal from this Agreement. Upon a compliant withdrawal of a Party from this Agreement, the remaining Parties agree to hold harmless, defend and indemnify the withdrawing Party from any Claims related to improper storage of the withdrawing Party's data which remains on the servers established pursuant to this Agreement. All obligations of this Section 8 shall be subject to the liability limitations set forth in Chapter 466 and in no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits.

Nothing in this Section 8 is meant to contradict the single-entity liability limit noted in Section 3.

- 9) **DATA PRACTICES:** All data collected, created, received, maintained or disseminated for any purpose by the activities of the Parties with respect to this Agreement, shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended ("MGDPA"). All records related to this Agreement kept by the Parties shall be subject to examination by the representatives of each Party as provided in the MGDPA. However, the Authorized Representative/South Lake Minnetonka Police Department shall not be responsible for responding to data requests for information that is available from the Parties or a single Party.
- 10) **AUDITS:** Pursuant to Minnesota Statutes Section 16C.05, subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to this Agreement are subject to examination by the Legislative Auditor or the State Auditor, as appropriate. The Parties shall maintain these for accessibility per the MGDPA guidelines.
- 11) **NOTICE:** The Parties' agents for purposes of administration of this Agreement are:

Champlin Police:

Chief Glen Schneider
11955 Champlin Drive
Champlin, Mn 55316

Corcoran Police:

Public Safety Director Matt Gottschalk
8200 County Road 116
Corcoran, MN 55340

Dayton Police:

Chief Paul Enga
13700 Zanzibar Lane North
Dayton, MN 55327

Deephaven:

Chief Cory Johnson
20225 Cottagewood Road
Deephaven, MN 55331

<u>Medina Police:</u>	Chief Jason Nelson 600 Clydesdale Trail Medina, MN 55340
<u>Minnetrissa Police:</u>	Public Safety Director Paul Falls 7701 County Road 110 West Minnetrissa, MN 55364
<u>Osseo Police:</u>	Chief Shane Mikkelson 408 1 st Ave NW Osseo, MN 55369
<u>Rogers Police:</u>	Chief Dan Wills 21860 Industrial Court Roger, MN 55374
<u>South Lake Minnetonka Police:</u>	Chief Brian Tholen 24150 Smithtown Road Shorewood, MN 55331
<u>Three Rivers Park Police:</u>	Chief Josh Foust 4301 County Road 24 Maple Plain, MN 55359
<u>University of Minnesota Police:</u>	Chief Matt Clark 511 SE Washington Ave #1 Minneapolis, MN 55455
<u>Wayzata Police:</u>	Chief Marc Schultz 600 Rice Street East Wayzata, MN 55391
<u>West Hennepin Public Safety:</u>	Public Safety Director Gary Kroells 1918 County Road 90 Independence, MN 55359

12) **APPLICABLE LAW:** The execution, interpretation and performance of this Agreement shall be controlled and governed by the laws of the State of Minnesota.

13) **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire Agreement between the Parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein, including the agreement of the LMAC. Any purported amendment to this Agreement is not effective unless it is in writing and executed by all Parties.

- 14) **WAIVER:** One or more waivers by any Party of any provision, term, condition or covenant of this Agreement shall not be construed by the other Parties as a waiver of a subsequent breach of the same by the other Parties.
- 15) **SEVERABILITY:** Should any part or portion of this Agreement be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose.
- 16) **AUTHORIZATION CERTIFICATION:** By endorsing this Agreement, each of the undersigned representatives represents and warrants that he/she is an authorized representative of the identified Party, and has obtained any and all necessary authority to fully bind his/her entity to the terms of this Agreement.
- 17) **SIGNATURES; COUNTERPARTS:** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document, including this Agreement and any attachments or exhibits to this Agreement, containing, or to which there is affixed, an electronic signature will be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of the Agreement, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
- 18) **EFFECTIVE DATE:** This Agreement is effective as of the latest date of the approval and execution of the Agreement by the Parties.

[Signature pages to follow]

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Champlin Police:

Signed: _____

Print: _____

Its: _____

Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Corcoran Police:

Signed: _____

Jessica Beise

Its: City Administrator

Email: jbeise@corcoranmn.gov

Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Dayton Police:

Signed: _____

Paul Enga

Its: Chief of Police

Email: penga@daytonpolice.org

Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Deephaven:

Signed: _____
Cory Johnson
Its: Coryj@deephavelpolice.com
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Medina:

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Minnetrista:

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Osseo:

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Rogers:

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

Signed: _____
Print: _____
Its: _____
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

South Lake Minnetonka Police:

Signed: _____
 Brian Tholen
Its: Chief of Police
Email: Btholen@Southlakepd.com
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Three Rivers Park Police:

Signed: _____
Print: _____
Its: _____

Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

University of Minnesota Police:

Signed: _____
Print: _____
Its: _____

Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Wayzata:

Signed: _____
Johanna Mouton
Its: Mayor
Email: johannamccarthy@wayzata.org
Date: _____, 2023

Signed: _____
Print: Jeff Dahl
Its: City Manager
Email: jdahl@wayzata.org
Date: _____, 2023

Signed: _____
Marc Schultz
Its: Chief of Police
Email: mschultz@wayzata.org
Date: _____, 2023

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

West Hennepin Public Safety:

Signed: _____
Mayor Marvin Johnson
Its: WHPS Commission Chair
Email: mjohnson@ci.independence.mn.us
Date: _____, 2023

Signed: _____
Mayor Julie Maas-Kusske
Its: WHPS Commission Vice-Chair
Email: juliemaaskusske@mapleplain.com
Date: _____, 2023

Signed: _____
Gary Kroells
Its: Chief _____
Email: GKroells@westhennepin.com
Date: _____, 2023

Professional Services Contract

This Professional Services Contract (this "Agreement") is entered into as of this [REDACTED] day of [REDACTED], 2023 by and between the South Lake Minnetonka Police Department ("Client") with offices at 24150 Smithtown Road, Shorewood, MN 55331 and GTEL Advisors, LLC ("Contractor") with offices at 6120 Berkshire Lane N, Plymouth, MN 5. Client and Contractor are sometimes collectively referred to herein as the "Parties" or each a "Party".

Terms and Conditions

1. Term of Agreement

- 1.1. Effective date: The Effective Date of this is [REDACTED], 2023, or the date all the required signatures are completed on this Agreement.

The Contractor must not begin work under this Contract until it is fully executed, and the Contractor has been notified by the Client's authorized representative in writing.

- 1.2. Expiration date: The expiration of this Agreement will be one year from the effective date. This Agreement will auto-renew for one additional one-year term unless either party notifies the other in writing of the intent to terminate the Agreement at least 30 days prior to the expiration date. The Agreement may be terminated with 30 days written notice at any time by either Party. All fees due to Contractor for all work completed prior to the notice of termination must be paid within 30 days of the termination date.

2. Scope of Services

The Contractor shall provide the Client with professional services related to data migration between existing and new data storage locations, including project management support, business analysis, quality assurance, and subject matter expertise. Specific tasks and activities will be assigned by and at the direction of the Client's authorized representative through written work orders and may include, but are not limited to, the typical needs of evaluating, managing, procuring, or implementing information systems for the Client. All work orders shall be prepared with a project cost estimate and not to exceed limitation unless otherwise specified in writing.

- 2.1 Data Migration Efforts – Assist with data migration efforts from existing RMS hosted environment to a new environment as determined by the Customer

3. Pricing

Prices listed below are inclusive of all services required for, or incidental to, completing the Services required under this Contract, and there shall be no payment of per diem, out of pocket expenses, travel costs, mark-up or administrative or service or processing fee of any kind by the Client to the Contractor.

Prices shall remain fixed and firm for a term no less than one year from the contract's initial effective date. The Parties may mutually consider an upward or downward adjustment after the first year period, to be effective thereafter until the termination date of the Agreement.

It is the Contractor's responsibility to request any price adjustment under this provision. For any adjustment to be effective, it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current contract year may not be considered. The Client reserves the right to reject any price adjustments submitted by the Contractor. If no adjustment request is received, the Client will assume that the Contractor has agreed that next year's term will be without any price adjustment.

Client shall pay Contractor not-to-exceed hourly rates below for various staff levels to complete the required tasks and deliverables as stated above:

Position Number	Staff Position	Hourly Rate
1	Senior Consultant	\$175.00
2	Security Consultant – CISSP	\$175.00
3	Data Conversion Developer	\$175.00
4	Process Consultant	\$175.00
5	Policy / Accreditation Expert	\$175.00
6	Technical Architect	\$175.00
7	Senior Developer	\$175.00
8	Developer	\$175.00
9	Project Manager	\$175.00
10	Analyst	\$175.00
11	Financial Analyst	\$175.00

1. Notwithstanding the rates above, compensation to the Contractor shall be based on the work assigned. The Contractor shall not exceed the maximum hourly rates when calculating the not-to-exceed cost statement required for each assignment.
2. The positions identified in the table above shall be the same as the key positions identified to the Client. The Client expects that the key personnel, in those positions, will be performing the services, as needed.

Staff Position Descriptions:

Senior Consultant

- Assist with business development activities as needed including marketing of MIS and valuation services

- Leading custom professional services projects and liaising with the local team and Client as needed to deliver projects to time, cost, and quality expectations
- Building credible partnerships with business development teams to provide support, advice, and guidance
- Providing technical guidance to internal and external stakeholders, and executing research-based consulting projects relating to the development, implementation, and evaluation of pre-employment screening and selection programs
- Custom design competencies-based assessment services
- Designing and facilitating workshops and assessment related training
- Developing data analytic reports
- Project managing complex assessment projects, coordinate internal and external resources
- Contributing to the methodology section of Client proposals including recommendations around appropriate design solutions and accurate costings that reflect actual delivery time
- Contributing to the development of Statement of Work

Senior Consultant – CISSP

Security and risk Management

- Confidentiality, integrity, and availability of information.
- Security governance principles and alignment with business strategy.
- Regulatory compliance requirements, including privacy and licensing.
- Professional and organizational code of ethics.
- Development, implementation, and enforcement of security policies and guidelines.
- Business continuity (BC) planning.
- Threat modeling concepts and methodologies.
- Risk management for supply chains.

- Establishment of security awareness training programs.

Asset Security

- Classification of data and data-bearing assets.
- Ownership of systems and data for defining roles and accountability.
- Protecting privacy per the demands of regulatory compliance.
- Asset retention and secure IT asset disposal (SITAD).
- Data security controls and protection methods.
- Establishment of asset-handling rules and regulations.

Security Architecture and Engineering

- Implementation of secure design principles in computer engineering.
- Selection of controls based upon information security requirements.
- Understanding the security capabilities of different information systems.
- Assessing and mitigating vulnerabilities across different architectures and systems.
- Application of cryptographic controls.
- Incorporation of security principles and controls in facility and site design.

Communication and Network Security

- Implementation of secure design principles in networking architectures.
- Security of network components, such as NAC devices, and CDNs.
- Security of wireless networks and systems.
- Security of communication channels, such as remote access and virtual networks.
- Application and management of communication and authentication protocols.

Identity and Access Management

- Physical and logical access to information, systems, devices, and facilities.

- Identity management and authentication for people, services, and devices.
- Integration of access controls in third-party cloud, federated, and on-premises services.
- Implementation of access controls, such rule- and role-based access.
- Management of the identity and access provisioning lifecycle.

Security Assessment and Training

- Design and validation of internal, external, and third-party auditing strategies and tests.
- Security control testing, such as penetration testing and vulnerability assessments.
- Collection of technical and administrative security process information.
- Analysis of test results and report generation.

Security Operations

- Incident investigation procedures and techniques.
- Investigation types and requirements according to industry standards and regulations.
- Application of logging and monitoring activities and intrusion detection and prevention.
- Secure provisioning and inventorying of resources.
- Application of detective and preventive security measures.
- Backup and disaster recovery strategies and business continuity planning.

Software Development Security

- Integration of security controls throughout the software development lifecycle (SDLC).
- Identification and application of security controls in development environments.
- Assessment of software development security controls.
- Definition and application of secure coding standards and guidelines.

Data Conversion Developer

- Conversion execution metrics (volume, target complete, duration)

- Data-related defect tracking
- Intermediate tables ready for conversion
- Extract and aggregate data from multiple sources and well as clean, crosswalk and analyze data
- Manage relationships with stakeholders and SMEs
- Understands the benefits of using state of the art methods and tools in their application on a particular engagement
- Creates data maps and transaction workflow documents showing exactly how every field of information will be converted
- Acts as a resource during conversion and answers questions, troubleshoots problems as they occur, supports implementation of new procedures, conducts last minute training if necessary and provides support during conversion week
- Communicates strategic goals
- Supervise a team of data consultants/associates to complete new business data transition activities

Process Consultant

- Identify technical problems and develop solutions to support business objectives and plan for seamlessly integrating new process with existing business processes
- Identify opportunities for business process optimization and develop business modeling standards and guidelines
- Liaise with business partners to analyze complex processes, with clear understanding of business goals and objectives
- Ensures process redesigns and improvements are effectively used to constantly improve business performance
- Responsible for the overall quality of end to end process and workflow in support of analyzing and re-engineering business processes at the Segment and Corporate level
- Leads Executive level Business Intelligence and Data Mining efforts leading Data mining initiatives in order to report the overall health and wellness of the organization across 19 functional areas on a quarterly basis
- Meet with decision makers, systems owners, and end users to define business, financial, and operations requirements and systems goals
- Support and lead engagement teams performing business process reengineering, process transformation, process documentation support services under the supervision of a manager
- Collaborate with business partners to assess processes and identify opportunities for process automation to increase efficiencies and reduce operational risk
- Engage with Application Owners and Delivery Managers to obtain alignment and ensure adherence to defined processes and standards

Policy / Accreditation Expert

- Collaborates with manager on budget preparation and management
- Provide leadership on accreditation programs to ensure successful survey process from initiation to timely submissions, appropriate responses to requests for additional information and identify proactively opportunities to improve on future re-accreditation efforts
- Provide Subject Matter Expert (SME) recommendation(s) on accreditation standards and skills to recognize the appropriate information is compliant
- Acts as a key contributor for accreditation readiness committee(s)
- Monitors mock audits activity to proactively identify opportunities for improvement for projects related to annual operating plan and/or regulatory related topics using PDSA (Plan, Do, Study, Act) process
- Maintains liaison relationship with peers in functional departments by coordinating periodic (quarterly) joint sessions / meetings of key accreditation and quality and safety leaders
- Maintains timelines continuously for all accreditation activities that can be communicated effectively to Senior Leadership to identify priorities and updates
- Solves problems independently with the ability to prioritize in a fast-paced environment
- Collaborates with the Contracts and Finance Specialist if the activity is funded by commercial support to ensure that the appropriate information is communicated to the learners prior to the CME activity

Technical Architect

- Creates control system designs, and works with the engineering teams to implement and test those designs to meet established requirements
- Maintains and archives design documents, models, source code, and other work products necessary for the project
- As required, leads local team of contract resources to accomplish development objectives
- Review federal, state, and company policies to determine applicability to systems functionality, design, and operation
- Provide expertise in other technologies as part of the overall solution Relational Databases
- Assist Client Infrastructure Team to provide appropriate (and secure) server/application access instructions for all staff and consultants
- Leading the Development team to ensure quality solutions
- Communicating Client requirements to the team
- Architect solutions for on-premises applications and cloud-based applications
- Focus on opportunities for code reuse

Senior Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed
- Perform software construction, unit testing and debugging
- Contribute to the design and development in all tiers of web application including front end design, back-end design, database design and unit testing
- Work with large datasets in a real-time environment
- Continually improve availability, scalability, performance and automation of our services
- Be a major contributor to our backend architecture
- Design for supportability in operations and customer service
- Proactively drive the continues improvement to reduce delivery costs and refine estimation
- Large amounts of data will be processed daily, hence experience with large data processing systems and/or distributed computation is desired
- As a team manager, experience in development management styles expected (eg Scrum, Kanban or other forms), accompanied by good communication and interpersonal skills
- Senior Developer shall have 10+ Years of experience in a Developer role

Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed
- Perform software construction, unit testing and debugging
- Contribute to the design and development in all tiers of web application including front end design, back-end design, database design and unit testing
- Work with large datasets in a real-time environment
- Continually improve availability, scalability, performance and automation of our services
- Be a major contributor to our backend architecture
- Design for supportability in operations and customer service
- Proactively drive the continues improvement to reduce delivery costs and refine estimation
- Large amounts of data will be processed daily, hence experience with large data processing systems and/or distributed computation is desired
- As a team manager, experience in development management styles expected (eg Scrum, Kanban or other forms), accompanied by good communication and interpersonal skills

Project Manager

- Work with product / project leaders to prioritize development and implementation based on scope, timing and backlog
- Work with engineering to solve technical problems related to development / implementation
- Work with QA to build test cases and schedule releases
- Build deployment timelines and communication plans with stakeholders
- Management of sprint planning, story greening and story grooming sessions
- Initiate, plan, execute and deliver projects
- Drives internal process and is committed to executing jobs to the highest quality standards
- Develops project timelines based on resource availability and helps to scope jobs for Client's longer-term needs
- Develops project timeliness based on resource availability and helps to scope jobs for Client's longer-term needs
- Establish team priorities and drive functional and technical solutions and issues to closure

Analyst

- Providing ad hoc assistance to various team members
- Identifying system data quality issues and providing optional solutions
- Analyzes the forecasts, reports, financials and other data sources for Operations
- Performs complex analyses of business groups and objectives and needs of the operations environment
- Researches and analyzes the proposals and business operations projects
- Assist the Data Management function within the team
- Use systems to ensure data is accurate, correcting and backfilling information
- Use internal systems to analyze metadata deliverables
- Provides high-level expertise in information modeling, requirement analysis and facilitation using methodologies such as Integrated DEFinition (IDEF) or related techniques
- Gathers requirements using facilitation techniques in order to collect and define data
- Processes requirements necessary to support complex large scale and/or decision support systems
- Uses information gathered to develop database specifications
- Designs relational database schemas to support large-scale, mid-tier Clients/server, or web-based applications
- Provides technical guidance in software engineering techniques and automated support tools
- Extract, Transform and Load (ETL) processes

Financial Analyst

- Communicate with business area Clients and/or partners to obtain necessary supporting information /documentation
- Acts as liaison between finance and business lines to develop and maintain accurate and efficient budget methodology for assigned categories
- Acts as liaison between finance and business units providing guidance involving financial issues
- Assist sector finance leads, making sure all parties (business and finance) have full visibility over the status and outlook of their projects
- Understand key business events which drive changes to the P&L
- Gain an understanding of key financial contract terms and conditions and ensure appropriate judgement applied to financials including revenue recognition review of new business and ensure correct accounting treatment
- Where required provide business partnering to support bid activity including preparing, checking and approving models
- Decision support to the business project owners
- Effective and efficient management of the accounting close process - Meet accounting close deadlines, ability to communicate and resolve issues with business partners
- Participate in Third Party Reviews

3. Invoices and Payment

The Contractor shall invoice the Client and all invoices shall contain the following information:

- I. Contractor's Information:
 - Name of the Contractor as specified on the executed Agreement.
 - Date of invoice
 - Unique Invoice number
- II. Client Information:
 - Applicable Client Purchase or Work Order
- III. Pricing Information:
 - Unit price as stated above
 - Total price as stated above
- IV. Goods or Services Provided:
 - Description
 - Quantity

4. Authorized Representative

The Client's authorized representative for this Agreement is:

Brian J. Tholen
South Lake Minnetonka Chief of Police
Address: 24150 Smithtown Road, Shorewood MN 55331

The Parties have executed this Agreement effective as of the last date that the Agreement is executed below:

Contractor

Client

By: _____

By: _____

Name: Jeff Gottstein

Name: Brian Tholen

Title: President

Title: South Lake Minnetonka Chief of Police

Date: _____

Date: _____

Professional Services Contract

This Professional Services Contract (this "Agreement") is entered into as of this [REDACTED] day of [REDACTED], 2023 by and between the South Lake Minnetonka Police Department ("Client") with offices at 24150 Smithtown Road, Shorewood, MN 55331 and Morris Electronics Inc, ("Contractor") with offices at 9 E Highway 28, Morris, MN 56267. Client and Contractor are sometimes collectively referred to herein as the "Parties" or each a "Party".

Terms and Conditions

1. Term of Agreement

- 1.1. Effective date: The Effective Date of this is [REDACTED], 2023, or the date all the required signatures are completed on this Agreement.

The Contractor must not begin work under this Contract until it is fully executed and the Contractor has been notified by the Client's authorized representative in writing.

- 1.2. Expiration date: The expiration of this Agreement will be one year from the effective date. This Agreement will auto-renew for one additional one-year term unless either party notifies the other in writing of the intent to terminate the Agreement at least 30 days prior to the expiration date. The Agreement may be terminated with 30 days written notice at any time by either party. All fees due to the contractor for all work completed prior to the notice of termination must be paid within 30 days of the termination date.

2. Scope of Services

The Contractor shall provide the Client with professional services and support and project expertise for procurement of hosting hardware, implementation and migration of data from the current hosted location. Specific tasks and activities will be assigned by and at the direction of the Client's authorized representative through written work or purchase orders. All work orders shall be prepared with a project cost estimate and not to exceed limitation unless otherwise specified in writing.

The Contractor shall comply with all applicable public bidding requirements as set forth in Minnesota Statutes Chapter 471 in the procurement of hardware or other equipment pursuant to this engagement.

3. Pricing

Prices listed below are per hour for all time required to complete the Services required under this Contract, in addition to the hourly rate the Contractor will invoice for any approved hardware provided by the Contractor, out of pocket expenses, travel costs, mark-up or administrative fee of 10% for any hardware required but not provided by the Contractor.

Prices shall remain fixed and firm for a term no less than one year from the contract's initial effective date. The Parties may mutually consider an upward or downward adjustment after the first year period, to be effective thereafter until the termination date of the contract.

It is the Contractor's responsibility to request any price adjustment under this provision. For any

adjustment to be effective, it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current contract year may not be considered. The Client reserves the right to reject any price adjustments submitted by the Contractor. If no adjustment request is received, the Client will assume that the Contractor has agreed that next year's term will be without any price adjustment.

Client shall pay Contractor \$175 per hour.

1. Notwithstanding the rate above, compensation to the Contractor shall be based on the work assigned
2. All travel expenses will be billed as incurred, however, Contractor shall obtain Client approval if aggregate travel expenses exceed or are projected to exceed five thousand dollars (\$5,000.00)

3. Invoices and Payment

The Contractor shall invoice the Client and all invoices shall contain the following information:

I. Contractor's Information:

- Name of the Contractor as specified on the executed Agreement.
- Date of invoice
- Unique Invoice number

II. Client Information:

- Applicable Client Work or Purchase Order

III. Pricing Information:

- Unit price as stated above
- Total price as stated above

IV. Goods or Services Provided:

- Description
- Quantity

4. Authorized Representative

The Client's authorized representative for this Agreement is:

Chief Brian J. Tholen, South Lake Minnetonka Police Department
Address: 24150 Smithtown Road, Shorewood MN 55331

The Parties have executed this Agreement effective as of the last date that the Agreement is executed below:

Contractor

Client

By: _____

By: _____

Name: Shawn L Larsen

Name: Brian Tholen

Title: President

Title: South Lake Minnetonka Chief of Police

Date: _____

Date: _____

SCHOOL PUPILS: DISCIPLINE: Laws of Minnesota 2023 ch. 55, art. 2, § 36 and art. 12, § 4 do not limit the types of reasonable force that may be used by school staff and school resource officers to prevent bodily harm or death. Minn. Stat. §§ 121A.58; 121A.582.



The Office of
Minnesota Attorney General Keith Ellison
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August 22, 2023

Willie L. Jett, II
Commissioner
Minnesota Department of Education
400 NE Stinson Boulevard
Minneapolis, Minnesota 55413

Re: Recent Amendments to Student Discipline Laws

Dear Commissioner Jett:

Thank you for your letter of August 18, 2023, which seeks clarity regarding recent amendments to student discipline laws, Minnesota Statutes sections 121A.58 and 121A.582. *See* Act of May 24, 2023, ch. 55, Art. 2, § 36; Art. 12, § 4 (hereinafter, the Amendment). Pursuant to Minnesota Statutes section 8.07, I issue this opinion to offer binding guidance on the issue you have raised.

BACKGROUND

Relevant to your inquiry, the Amendment revises Minnesota Statutes section 121A.58 to include a definition of “prone restraint” and to specify that school employees and agents generally:¹ (1) “shall not use prone restraint” on pupils; and (2) “shall not inflict any form of physical holding that restricts or impairs a pupil’s ability to breathe; restricts or impairs a pupil’s ability to communicate distress; places pressure or weight on a pupil’s head, throat, neck, chest, lungs, sternum, diaphragm, back or abdomen; or results in straddling a pupil’s torso” (i.e., compressive restraint techniques). *Id.* at Art. 2, § 36.

The Amendment also revises Minnesota Statutes section 121A.582 to provide that: (1) teachers and principals may use reasonable force “to correct or restrain a student to prevent imminent bodily harm or death to the student or another”; and (2) other school employees, agents,

¹ Neither the relevant statutes nor the Amendment defines “agents” of the school district. In the absence of a definition provided by the Legislature, Minnesota courts would likely apply “its ordinary legal meaning, which is one who has the authority to act on another’s behalf.” *Hogan v. Brass*, 957 N.W.2d 106, 109 (Minn. Ct. App. 2021) (using that definition of “agent” to interpret chapter 317 of Minnesota law). Whether an individual has authority to act on behalf of the school district depends on facts specific to each circumstance.

and bus drivers may use reasonable force “to restrain a student to prevent bodily harm or death to the student or another.” *Id.* at Art. 12, § 4.

QUESTION PRESENTED

You have expressed uncertainty regarding whether the Amendment categorically prohibits prone restraint and compressive restraint techniques in all scenarios. In particular, you ask: “whether the new language in Minnesota Statutes, section 121A.58, subdivision 3 and its reference to Minnesota Statutes, section 121A.582, acts as an exception to the general prohibition on prone restraints and other types of physical holds, thereby allowing the use of these practices when doing so would ‘prevent imminent bodily harm or death to the student or to another.’”

SUMMARY OF CONCLUSION

The Amendment does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death.² The test for reasonable force remains unchanged, and is highly fact-specific.

ANALYSIS

Three things support this conclusion. First, the Amendment adds a new sentence to Minnesota Statutes section 121A.58, subdivision 3: “Nothing in this section or section 125A.0941 precludes the use of reasonable force under section 125A.582.” *Id.* at Art. 2, § 36.³ By this language, the Legislature expressed its clear intent to not limit the use of reasonable force when faced with the threat of bodily harm or death. *See, e.g., Houck v. Houck*, 979 N.W.2d 907, 911 (Minn. Ct. App. 2022) (interpreting a “nothing in this section” provision as unambiguous and “susceptible to only one reasonable interpretation”).

Second, Minnesota Statutes section 121A.582 states that: “Any right or defense under this section is supplementary to those specified in section 121A.58[.]” Minn. Stat. § 121A.582, subd. 4. This further evinces the Legislature’s view that the use of reasonable force authorized in Minnesota Statutes section 121A.582 is separate and distinct from the conduct prohibited by Minnesota Statutes section 121A.58. *See, e.g., Christensen v. State Dep’t of Conservation, Game and Fish*, 175 N.W.2d 433, 434 (Minn. 1970) (noting that provisions of an act that are supplementary to each other are construed together so as not to defeat rights); *Merriam Webster’s Collegiate Dictionary* (11th ed.) (defining “supplementary” to mean “additional”).

² Teachers and principals may use these restraints only when a threat of bodily harm or death is *imminent*. *See* Act of May 24, 2023, ch. 55, Art. 2, § 36. However, the word “imminent” is not included in subdivision 1(b), which relates to a broader set of individuals, including school employees, bus drivers, and other “agent(s) of the district.”

³ Minnesota Statutes sections 125A.0941-.0942 restrict the actions that may be taken toward students with disabilities. It explicitly allows the use of reasonable force under section 121A.582. Minn. Stat. § 125A.0942, subd. 6(b).

Third, and relatedly, even without those clear indications of intent from the Legislature, the usual canons of statutory construction support the same result. Section 121A.582 specifically governs responses to threats of violence, and therefore controls over the more general statute about acceptable punishments. *See* Minn. Stat. § 645.26, subd. 1 (stating that when a conflict exists between two statutory provisions, the specific provision “shall prevail and shall be construed as an exception to the general provision”); *accord Connexus Energy v. Commissioner of Revenue*, 868 N.W.2d 234, 242 (Minn. 2015). Furthermore, had the Legislature intended to exclude prone restraint and compressive restraint techniques from the reasonable force permitted under Minnesota Statutes section 121A.582, it would have clearly said so. *See In re E.M.B.*, 987 N.W.2d 597, 601 (Minn. Ct. App. 2023) (reiterating that courts cannot add words or meaning to a statute that the Legislature intentionally or inadvertently omitted).

Accordingly, the Legislature did not change the types of reasonable force that school staff and agents are authorized to use in responding to a situation involving a threat of bodily harm or death. Of course, what force is “reasonable” is not defined in law and is determined on a case-by-case basis. *See Moses v. Minneapolis Pub. Schs.*, No. C4-98-1073, 1998 WL 846546, at *3 (Minn. Ct. App. Dec. 8, 1998) (“[T]he question of whether the school employees’ acts were a reasonable use of force is a fact issue to be answered by the jury.”); *cf. Bond by and through Bond v. Indep. Sch. Dist. #191*, No. A21-0688, 2022 WL 92661, at *5 (Minn. Ct. App. Jan. 10, 2022) (declining to apply official immunity where school dean used force explicitly defined as prohibited in school restraint training). In addition, the level of threat posed by a particular student or situation can change rapidly, and any assessment of what use of force was reasonable must take that into account.

In a recent meeting with representatives of your staff, the Minnesota Chiefs of Police Association, the League of Minnesota Cities, and the Minnesota Police and Peace Officers Association, participants raised other important questions about the standards applicable to school resource officers or other contracted peace officers at school events. Those questions are beyond the scope of your August 18 request and more appropriately directed at the Legislature.

Sincerely,



KEITH ELLISON
Attorney General

Cc: Jeff Potts, Executive Director
Minnesota Chiefs of Police Association
Imran Ali, counsel for MPPOA
Patricia Beety, General Counsel
League of Minnesota Cities



MINNESOTA CHIEFS OF POLICE ASSOCIATION

DEDICATED TO THE IDEALS OF PROFESSIONAL POLICING

Office of Governor Walz
75 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

TO: Governor Tim Walz

FR: Jeff Potts, Executive Director, Minnesota Chiefs of Police Association

CC: Keith Ellison, Attorney General
Senator Ron Latz, Chair of Senate Judiciary and Public Safety Committee
Senator Warren Limmer, Minority Lead of Senate Judiciary and Public Safety Committee
Representative Kelly Moller, Chair of House Public Safety Finance and Policy
Representative Paul Novotny, Minority Lead of House Public Safety Finance and Policy
Commissioner Bob Jacobson, Minnesota Department of Public Safety
Commissioner Wille Jett, Minnesota Department of Education

Date: August 14, 2023

Re: New Law impacting School Resource Officers; Mn Stat. 121A.58 and 121A.582

Governor Walz,

On behalf of approximately 325 police chiefs and another 150 command staff members at police departments across the state, the Minnesota Chiefs of Police Association (MCPA) writes this letter to articulate our concerns about the provisions that were contained in your education policy proposal, specifically related to limiting the lawful authority of School Resource Officers (SROs). Ultimately, the recommendations in your proposal were included in the Education Policy bill and have been signed into law.

With students returning to school very soon and SROs preparing to help at many schools across the state, we raise these concerns with the hopes that you will provide an immediate response that will provide clarity to police chiefs about the law change regarding SRO's abilities to keep the children and staff safe. We bring this concern forward with added frustration that although this law directly impacts the actions of police officers assigned to schools across the state, the public safety community was never invited to provide input,

perspective, or feedback on the unintended consequences of this significant law change. In fact, we learned of the changes after you had already signed them into law.

The specific provisions causing concerns are in Minnesota Statute 121A, which governs student rights, responsibilities, and behavior. The effects of these changes to sections 121A.58 and 121A.582 are to: (1) limit the use of force toward pupils to situations where it is necessary to prevent bodily harm or death; (2) **prohibit the use of prone restraint**; and (3) **prohibit the use of compressive restraint on the head, neck, and across most of the torso**.

SROs are asked to provide a variety of public services within the school setting, including mentoring and building deeper relationships between law enforcement, the students, and staff. When a crisis or altercation occurs, school SROs are often the first to respond to address and manage the situation. With your 20 years of experience as an educator and observing how frequently violent incidents occur at schools across our Nation, you can understand the value of having SRO programs in our schools. They truly are the best line of defense when a school needs to protect children who are defenseless and often exposed to acts of violence.

The practical implications of the changes to Minnesota Statute 121A prevent a school resource officer from safely intervening in situations that occur regularly in schools. When an altercation between students or students and staff members occurs at a school, the school staff swiftly alerts the SRO to intervene. Often responding alone, the SRO quickly respond and attempt to de-escalate the situation. This work frequently requires the SRO to physically intervene to stop students from fighting. Prohibiting the most basic measure of safely restraining and controlling the aggressor in a fight severely impacts the SRO's ability to intervene, stop the altercation, and protect everyone's safety. The new law restricts the SRO from separating those involved in the fight or altercation, safely holding them on the floor while trying to calm them down. Again, this is a measure used commonly in schools by SROs to keep all children safe. With the passage of this law, these professional and expected measures of an SRO would be illegal and further subject the officer and their department to criminal and civil liability.

Since learning about the law change, we have had conversations with legislators and non-partisan House of Representatives staff to seek clarification and guidance about the legislative intent and interpretation of the law change. The answers to our questions are unclear about the use of prone restraints. Additionally, it appears that any physical contact with a student's upper torso by an SRO is prohibited, even if the actions prevent bodily harm or death to another.

While an SRO program has many benefits, the ultimate goal is keeping the nearly 900,000 students and staff members inside schools across our state safe. We implore you to use whatever powers you have to address this situation.

Respectfully,



Jeff Potts
Executive Director
Minnesota Chiefs of Police Association