

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 13, 2023**

**5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
7:00 P.M.**

For those wishing to listen live to the meeting, please go to ci.shorewood.mn.us/current_meeting for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

AGENDA

1. CONVENE CITY COUNCIL MEETING

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie____
Johnson____
Callies____
Maddy____
Sanschagrin____

C. Review and Adopt Agenda

Attachments

2. CONSENT AGENDA The Consent Agenda is a series of actions which are being considered for adoption this evening under a single motion. These items have been reviewed by city council and city staff and there shall be no further discussion by the council tonight on the Consent Agenda items. Any council member or member of city staff may request that an item be removed from the Consent Agenda for separate consideration or discussion. If there are any brief concerns or questions by council, we can answer those now.

Motion to approve items on the Consent Agenda & Adopt Resolutions Therein:

- | | |
|--|---|
| A. City Council Retreat Minutes of February 27, 2023 | Minutes |
| B. City Council Regular Meeting Minutes of February 27, 2023 | Minutes |
| C. Approval of the Verified Claims List | Claims List |
| D. Approve Agreement and Proposal from Davey Resource Group | Public Works Director Memo
Resolution 23-026 |
| E. Approve Sweeper Repair Estimate | Public Works Director Memo |
| F. Accept Quote and Award Contract for Lawn Mower | Public Works Director Memo |
| G. Accept Quote and Award Contract for Caterpillar Skid steer, Cold Planer and Attachments | Public Works Director Memo |
| H. Approve Request for Reimbursement from Met Council | City Engineer Memo
Resolution 23-027 |
| I. Approve Permanent Appointment of Ryan Brant, Public Works Light Equipment Operator | City Clerk/HR Director Memo |

- J. Approve Permanent Appointment of Todd Roden,
Public Works Light Equipment Operator

City Clerk/HR Director Memo

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the Council. Anyone wishing to address the Council should raise their hand, or if attending remotely please use the "raise hand" function on your screen and wait to be called on. Please make your comments from the podium and identify yourself by your first and last name and your address for the record. Please limit your comments to three minutes. No discussion or action will be taken by the Council on this matter. If requested by the Council, City staff will prepare a report for the Council regarding the matter and place it on the next agenda.

4. REPORTS AND PRESENTATIONS

- A. Deborah Zorn, Director – Lake Minnetonka Conservation District Report
B. Dan Narr, Executive Director, ICA Food Shelf
C. Jim Flattum, Excelsior Lion's Club Overview

5. PARKS

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

- A. Approve Plans and Specifications and Authorize Bidding for
Lift Station No. 11, City Project 22-07

City Engineer Memo
Resolution 23-028

8. GENERAL/NEW BUSINESS

- A. Appointment of Commissioner to Lake Minnetonka
Communications Commission
B. Appointment of Commissioner to Lake Minnetonka
Conservation District
C. Hybrid/Virtual Meetings
D. Approve Travel Reimbursement Request

City Clerk/HR Director Memo
Resolution 23-029

City Clerk/HR Director Memo
Resolution 23-030

City Attorney Memo

City Administrator Memo

9. STAFF AND COUNCIL REPORTS

- A. Staff
B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 27, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
7:00 P.M.

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:00 P.M.

A. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Callies, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: None

C. Review Agenda

Mayor Labadie explained that she would like to add item 7.A., Authorize Expenditure for Public Works Equipment – Lift Station Pump and VFD.

City Administrator Nevinski noted that there had been some discussion about including discussion of hybrid/virtual meetings, but staff is recommending that not be added to the agenda tonight and would recommend that item be added to the next meeting.

Sanschagrín moved, Maddy seconded, approving the agenda, as revised. All in favor, motion passed 5-0.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Sanschagrín asked to remove item C for further discussion.

Maddy moved, Johnson seconded, Approving the Motions Contained on the Consent Agenda and Adopting the Resolutions Therein.

A. City Council Work Session Minutes of February 13, 2023

B. City Council Regular Meeting Minutes of February 13, 2023

C. ~~Approval of the Verified Claims List~~ – (moved to item 8.B.)

D. Approve hire of Grace Brisley as Shorewood Community and Event Center Attendant

- E. **Approve Master Contract with MNDot, Adopting RESOLUTION NO. 23-021, “A Resolution to Approve a Master Partnership Contract with the Minnesota Department of Transportation.”**
- F. **Approve Hire of Christopher Pratley as Public Works Light Equipment Operation**
- G. **Approve Recruitment for Public Works Seasonal Employees**

All in favor, motion passed 5-0.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

A. Recognize Outgoing Commissioners

City Clerk/HR Director Thone recognized the following individuals for their years of service to the City:

Marc Riedel – Planning Commission
Dustin Maddy – Planning Commission
Matt Gallivan – Park Commission
James Heinz – Park Commission
Joanne Schmid – Park Commission

Mayor Labadie presented a small token of the City’s appreciation to the individuals present for their service. She noted that, sadly, Joanne Schmid had passed away and explained that a celebration of life service was held in the Shorewood Community and Event Center where her many accomplishments were shared. She noted that Ms. Schmid served for many years in many different roles in service to the City.

B. Christmas Lake HOA – Aquatic Invasive Species (AIS) Program at Christmas Lake

Todd Erickson, 6030 Ridge Road, President of Christmas Lake HOA, expressed his appreciation for being able to have a strong relationship with the City. He stated that he feels the aquatic invasive species program may be the most important activity that their HOA has undertaken, but noted that they would not be able to do it without cooperation with the City. He stated that he also wanted to mention Waterfront Restoration who has provided the people and inspectors who have been trained by the DNR to be watching out for the AIS and doing the decontamination. He stated that he feels that Christmas Lake is really a little gem of a lake but, unfortunately, has dealt with Eurasian water milfoil, curly leaf pondweed, and zebra mussels. He explained the unique program that began a few years ago in partnership with a biology professor where they had students pull healthy Eurasian water milfoil from the lake and placed it in an aquarium and they allowed some native weevils to multiply which were then returned to areas of the lake that had heavy Eurasian water milfoil infestation. He stated that this program was a great success but noted that they do not currently have the zebra mussel situation under control. He stated that there is a lot of research happening and he is hopeful that there is some hope that low dose copper solutions introduced to the lake can help control them, but noted that it is still years away.

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He noted that it will most likely be an expensive program and may have some negative side effects. He stated that the Christmas Lake HOA is very committed to protecting the lake for all users. He noted that the total cost for 2022 was around \$73,000. He noted that these funds come from the HOA but there are also some contributions from the County and the City and explained that they are planning to continue with their AIS program.

Joe Schneider, Christmas Lake HOA, explained that their AIS programs is more than just inspections and decontamination, but acknowledged that is a large part of what they do. He stated that this is a public/private partnership that he thinks works really well. He stated that their inspectors are considered Level 2 inspectors which means that they can get into a boat and open live wells for decontamination. He stated that there has been a machine on site at the landing for about 10 years. He noted that they start their program as quickly as they can after ice-out conditions on the lake through the end of October and run sunrise to sunset. He explained that in addition to the inspection program, they also do a trailer program, that works to keep commercial trailers from dropping off boats into the lake or picking up boats out of the lake. He stated that the problem is that commercial trails move from lake to lake and are not decontaminated between stops. He stated that they have a dedicated trailers for this purpose and coordinate transferring boats from trailers to the commercial trailers, as needed, so they can keep the commercial trailers out of the lake. He noted that they also have a program to minimize the risk from service providers, for example, barges. He explained that they coordinate with the service providers and have centralized billing so it is easy for homeowners. He stated that the providers have an understanding that every time they come into Christmas Lake, their barge will be decontaminated. He gave an overview of the number of inspections they have done over the last five years and referenced the 'Covid-effect' that increased the lake usage in 2020. He explained that one of the top concerns of the Christmas Lake homeowners is to do everything they can to keep AIS out of the lake. He gave an overview of other AIS that they are keeping their eyes on in other areas.

Mr. Erickson stated that he wanted to also make note of other areas where they have appreciated the work they have been able to do with the City such as the remediation of the public launch and the installation of the concrete pad where the decontamination trailer is located. He gave a brief overview of what happens when they do the decontamination to stop the water from flowing into the lake. He stated that the City also brings in a water truck from time to time to fill up the fresh water tank on their decontamination unit. He stated that they also worked on a new ordinance with the City last year that basically says that people cannot launch a watercraft unless there is a parking spot available for their vehicle/trailer. He noted that this action was driven more by safety than AIS concerns, because they are a small lake and cannot handle an unlimited amount of boat traffic. He stated that they are planning to continue to work hard to protect Christmas Lake, but noted that it cannot be done without working alongside the City.

Councilmember Johnson asked why the Minnehaha Creek Watershed District had stopped contributing funds to this effort.

Mr. Erickson stated that the Minnehaha Creek Watershed District had a strategic change on AIS and basically stopped all AIS funding and support work.

Mayor Labadie thanked Mr. Erickson and Mr. Schneider for their presentation and for the work the Christmas Lake HOA is doing.

5. PARKS

A. Report by Commissioner Garske on February 14, 2023 Park Commission Meeting

Park and Recreation Director Crossfield provided an overview of the February 14, 2023 Park Commission meeting as reflected in the meeting minutes.

6. PLANNING

A. Report by Commissioner Riedel on February 7, 2023

Planning Commissioner Riedel gave an overview of the February 7, 2023 Planning Commission meeting as reflected in the meeting minutes.

Councilmember Sanschagrín asked if there was any feedback from the public with objections to any of the variance requests.

Planning Commissioner Riedel stated that there were no objections and noted that there were letters submitted for the request on Ivy Lane that were in favor of granting the variance.

B. CUP for Antenna Co-location on an Existing Monopole
Applicant: SMJ International, LLC (T-Mobile)
Location: 24283 Smithtown Road

Planning Director Darling provided an overview of the request for co-location on an existing monopole of antennas, receiving units, new triangular array and other equipment for T-Mobile. She noted that the proposal is to place this equipment just east of the AT&T equipment that was recently approved. She stated that the Planning Commission recommended approval subject to the conditions listed within the resolution. She noted that there are osprey that frequently nest on this tower, so one of the conditions is they complete all of their work outside of the osprey nesting season and another is that the equipment be painted in order to reduce its visibility.

Councilmember Callies stated that there are other providers on this monopole and asked if there was a limit to how many could locate on this same equipment.

Planning Director Darling stated that the limit is the structural capacity of the tower and noted that they are rapidly approaching what they can do to strengthen that particular tower. She stated that at this point, they will be adding rods that would be installed on the interior of the tower to support the additional weight that they are adding. She explained that the goal of utilizing the existing towers is so you can get as many antennas as you can on each individual tower, so it limits the number of towers in the community. She noted that Shorewood currently has three towers in the City.

Councilmember Sanschagrín asked if the plans were to complete the work before or after osprey nesting season.

Planning Director Darling explained that they have already received their permit for the structural support work so she thinks they will start that within the next week or so. She stated that she is

not sure if the contractor will be ready to place the antennas on the monopole before nesting season.

Johnson moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-022, "A Resolution Approving a Conditional Use Permit for an Antenna Collocation on an Existing Monopole and Related Equipment at 24283 Smithtown Road." All in favor, motion passed 5-0.

C. Variance to OHWL Setback of Silver Lake
Applicant: Gardner Building and Remodeling
Location: 19960 Sweetwater Curve

Planning Director Darling provided an overview of the request for a variance to the Ordinary High Water Level (OHWL) setback of Silver Lake. She stated that the property owners are proposing to expand their deck. She explained that the current deck is about the same length, but varies in width in order to meet the setback requirements and their request is now just a width of twelve feet. She explained that the shoreline meanders and projects into the lot. Staff and the Planning Commission recommend approval of the request subject to the conditions listed in the resolution.

Councilmember Callies noted that she felt the background information shared by Planning Commissioner Riedel was very helpful in understanding this situation.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-023, "A Resolution Approving a Variance to the OHWL Setback for Silver Lake for a Property Located at 19960 Sweetwater Curve." All in favor, motion passed.

D. Variance to Front and Side Setbacks
Applicant: Todd Nelson
Location: 20980 Ivy Lane

Planning Director Darling gave an overview of the requests for variances to both the front and side setbacks in order to construct an addition to the home. Staff and the Planning Commission recommended approval and noted that the City has received letters of support from each of the adjacent neighbors.

Councilmember Maddy stated that it is very rare for the City to go below ten feet for setbacks. He stated that after a lot of analysis, he believes the Planning Commission came to the correct conclusion that this actually does meet the variance requirements. He stated that it is rare, but given all the angles that the owner tried to make this work, he agreed that this makes the most sense.

Councilmember Sanschagrín stated that he appreciated having the letters of support from the neighbors.

Sanschagrín moved, Maddy seconded, Adopting RESOLUTION NO. 23-024, "A Resolution Approving Variances to Front and Side Yard Setbacks for a Property Located at 20980 Ivy Lane." All in favor, motion passed 5-0.

7. ENGINEERING/PUBLIC WORKS

A. Authorize Expenditure for Public Works Equipment – Lift Station Pump and VFD

Public Works Director Morreim stated that one of the City's pumps located on Shady Island stopped operating a few weeks ago. He stated that following an inspection it was found that a repair would cost more than it would be to replace the pump. He stated that staff is looking to replace the pump and add a VFD which is typical for a newer installation.

Councilmember Sanschagrín asked when the City purchases this type of equipment whether they look at different options.

Public Works Director Morreim explained that in this situation there is already an existing pump, that they have to marry together, which means there are not other options.

Councilmember Maddy stated that it appears as though there are some rebates for motors and VFDs available and asked if Public Works Director Morreim would pursue those rebates.

Public Works Director Morreim stated that he will look into those possible rebates.

Labadie moved, Johnson seconded, Authorizing the Expenditure of Funds for the Purchase of one pump and VFD in the amount of \$12,206. All in favor, motion passed 5-0.

8. GENERAL/NEW BUSINESS

A. Approve Proposal for NEOGOV Insight Subscription

City Clerk/HR Director Thone explained the request for the NEOGOV software "Insight" for the purpose of Human Resources recruitment and onboarding. She noted that the City had received an additional discount of \$900 from the quote that had been included in the packet. She noted that the current system is manual and lacks efficiencies that most cities are using. She noted that there were several complaints received over the last year regarding the manual aspect of the system, especially regarding the application process, specifically for the applicants. She explained that historically, the City advertises job openings on the City web site and through the League of Minnesota Cities but noted that the job market has changed quite a bit. She stated that when someone applies for a job through NEOGOV, they apply once, but all of their information is saved regardless of how many jobs they are interested in and apply for. She gave an overview of the automation benefits and efficiencies of utilizing the NEOGOV software.

Councilmember Sanschagrín asked whether there was already an amount included in the budget for this type of miscellaneous expense.

City Clerk/HR Director Thone explained that for 2023, the City has not budgeted for this specific expense, but there are places in the budget where the City has saved some money that could be used for this expense.

Finance Director Rigdon explained that every department usually has some sort of contingency included so they are not budgeting too close to the vest to incorporate this type of 'on the fly' expense.

Councilmember Sanschagrín asked how the subscription fees may evolve over time in the long term.

City Clerk/HR Director Thone stated that this is a proven software that has been around for a long time. She noted that she received positive feedback about it from other users and was told that there have been no surprises when it comes to the first few years.

Councilmember Callies stated that there have been a lot of new hires in the City over the last few years, and wonders if it was possible that the City may not use the software for a year or two. She noted that she questions whether the application process is really all that onerous in its current form. She asked if the thought was really that there were certain people that did not apply because they had to manually fill out an application.

Mayor Labadie stated that she had some of those same thoughts and noted that if those individuals feel it is too much work to fill out the application, she questioned whether that was really someone that they wanted on the City's team anyway. She stated that the City has filled a lot of positions very recently without the software.

Councilmember Maddy stated that he has looked at possible job applications and started the process and in some cases, has thought that if this is how 'stone age' their computer system is, he is not sure he would even want to work there. He stated that he believes that it is possible that people see the current process and choose not to apply. He asked how many positions the City anticipates filling in the next two years.

Public Works Director Morreim stated that this could be used almost immediately with seasonal positions. He noted that he thinks it may be a significant hindrance if there was a paper application for the younger generation. He explained that there is also one impending retirement in the next six to eight months where this software could be utilized.

City Administrator Nevinski stated that he understands the Council's comments related to the turnover and where things sit with the City right now. He noted that he feels starting to build this infrastructure is important and reminded the Council that they had discussed ways to find efficiencies at their retreat, which he felt this software would do. He stated that this software would allow staff to collaborate, speed along the entire process, and score candidates automatically. He stated that he thinks that how the City presents their postings matters and feels this would be a wise investment for the City.

Councilmember Callies noted that it looks like after the initial two-year term the cost will be around \$5,000/year.

Councilmember Johnson asked if the pricing would be tiered based on how many employees the City has on staff.

City Clerk/HR Director Thone explained that the pricing is based on the current number of city employees.

Councilmember Callies asked if it was too burdensome for staff to look at the applications. She asked if the City would be getting better candidates or is it that staff does not have to spend as much time looking at the candidates.

Public Works Director Morreim stated that he managed a lot of employees at a previous location and this software helped him because you could go through candidates rather quickly. He stated

that he believes the biggest benefit is from the applicant standpoint. He explained that he has applied for quite a few jobs over the years and Shorewood was one of the only ones where there was still a paper application. He stated that last year the City did not receive any applicants for the seasonal positions and he would hope that this change would remove the barrier of a paper application process.

Parks and Recreation Director Crossfield stated that how she has used it as a previous employer was for scheduling interviews and application follow up so there was no phone tag or back and forth messages. She stated that college students are applying for numerous recreation jobs if they are in the recreation bachelor's program, they can fill out their profile in this software once and apply for thirty different internships or entry level positions. She stated that she does not feel that they would take the time to do it manually when they are taking finals and other activities. She stated that she also did not think they would be interested in going somewhere that really does not look 'modern' and on trend.

Mayor Labadie stated that it is clear that there is still hesitancy from the Council and noted that while in the big scheme of things this is a very small amount of money, it is clear that the Council is closely considering this expense.

Councilmember Sanschagrin stated that he feels that this may be able to be a tool used by the City and suggested that perhaps there is a need for a comprehensive review of all the operations in order to take a look at other potential tools and how they can work together.

City Clerk/HR Director Thone noted that they did not hear from any cities that were using anything other NEOGOV and the government jobs website.

Councilmember Callies asked how many seasonal employees the City is looking for.

Public Works Director Morreim stated that there are two seasonal employees for Public Works.

Parks and Recreation Director Crossfield stated that she is still evaluating the situation, but believes she will need a few each year, such as warming house attendants and community center attendants. She stated that if the City wanted to operate in-house summer programs or provide its own internal inclusion aids, she thinks the City would really want to have some software in place order to assist with that.

Councilmember Callies stated she understands the recommendation from staff is an effort to drag the City into the twenty-first century, but Shorewood is not as big as Edina or Minnetonka where they may use this software on a daily basis.

Councilmember Johnson stated that he would assume those other cities would have different pricing tiers. He explained that he was uncomfortable with approving this expense without knowing where the pricing will jump up for the next tier and some historical information on what their percentage increases are year over year.

Councilmember Callies stated that she does understand the point being made about high school or college kids because they will want to use something on their computer rather than filling it out with pen and paper.

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Councilmember Maddy stated that he is planning to support this request because he is nervous about the ability to fill the Public Works openings because not enough people know about it. He stated that the 'boomers' are retiring at alarming rates and the future for hiring and recruitment for the next decade includes worker scarcity. He stated that if the City wants to keep filling positions they will at least need to be on par with their competitors in the region.

Councilmember Sanschagrin stated that he also supports this request, but questioned whether it would make sense to table a decision until the Council can get some answers to the questions they have posed about the pricing.

Mayor Labadie asked, if this was approved, how long it would take for implementation.

City Clerk/HR Director Thone stated that it would be implemented within six to ten weeks. She noted that she would plan to post the seasonal positions that were approved earlier on the agenda and noted that typically, it takes several months to hire for those positions. She stated that she thinks this software would have time to add benefit for those positions, if they act quickly.

Mayor Labadie stated that last year, the City had no applicants for the seasonal Public Works positions. She stated that Public Works Director Morreim has worked in other cities where there have been that type of employee and asked about the demographic for those individuals and asked if he thought that those were individuals that would use this product.

Councilmember Johnson stated that his understanding was that if the City implements this product, all of the applicants would be forced to use it.

Mayor Labadie asked whether Public Works Director Morreim felt he was able to get more applicants because of this software.

Public Works Director Morreim stated that he would generally say, in his experience, that he would get more applicants because of this software. He stated that using this software means that applying can be done with a click of a button rather than having to print something out because many people do not even have a printer. He stated that for the LEO position, the City only received five applications for the position and noted that for the dwindling number of applicants for many of their positions, this is one thing that can get in the way of the ease of applying.

Mayor Labadie noted that the City definitely felt the lack of seasonal employees last year and noted that she does not want to have to go another summer without having those employees because she felt the parks and trails really showed a difference.

Councilmember Callies stated that after hearing staff input, she feels she can support this request and noted that doing this does not tie the City to signing up for life.

City Administrator Nevinski stated that he feels making this change will bring the City up to par with other communities so they can compete more easily. He stated that he does not think this software will hurt the City, but cautioned that it is still a challenging job market.

Mayor Labadie stated that she would also support this request.

Sanschagrin moved, Maddy seconded, Adopting **RESOLUTION NO. 23-025**, "A Resolution Accepting Quote and Authorizing Execution of NEOGOV Insight Subscription Agreement." All in favor, motion passed 5-0.

B. Approval of the Verified Claims List (Formerly agenda item 2.C.)

Councilmember Sanschagrin asked Finance Director Rigdon if there were any significant variances that the Council should be aware of in terms of what was budgeted for versus the actual claims.

Finance Director Rigdon stated that there have not been significant variances and noted that it is pretty early in the year for that type of variance. He explained that he does review things and looks very carefully at this type of thing.

Councilmember Sanschagrin asked if the Council would be getting a quarterly report that shows year to date budgeted to actual.

Finance Director Rigdon stated that the Council can expect to see that at their second meeting in April.

Councilmember Sanschagrin asked about the LS pump for \$66,000.

Public Works Director Morreim explained that was for a project from last year for one of the lift stations.

City Engineer Budde clarified that it was for a lift station rehab from 2022 and noted that it was a project in the CIP. He stated that the City orders the equipment separately from the contract in order to help speed up delivery times because of the long lead times for building electrical panels and pumps. He stated that this amount was within the budgeted amount that the City had planned for.

Councilmember Sanschagrin asked about an item for \$324,000 for the Smithtown Pond/Shorewood Oaks.

City Engineer Budde explained that this was for a partial payment application for the excavation on the site. He stated that there have not been any significant extra costs and this is still on budget.

Councilmember Sanschagrin asked about a claim for Mangold Horticulture for \$3,600.

Planning Director Darling explained that there are a few things that Mangold Horticulture does for the City such as the landscaping around City Hall and clean-up around the Shorewood Community and Event Center. She noted that they had also requested that Mangold Horticulture clean up some of the public rights-of-way where there are plantings throughout the City where it has gotten overgrown.

Sanschagrin moved, Maddy seconded, to approve the Verified Claims List, as presented. All in favor, motion passed 5-0.

9. STAFF AND COUNCIL REPORTS

A. Staff

1. Tree Sale

Mayor Labadie noted that the details related to the tree sale were included in the staff report.

Other

Park and Recreation Director Crossfield stated that they are preparing for the Garden Fair event at the Shorewood Community and Event Center on March 11, 2023. She noted that advanced registration will be required and detailed information was available on the City's website.

Public Works Director Morreim stated that they are continuing to deal with the changing winter conditions and plan to get out and improve some of the drainage issues from the large snow event. He stated that if Councilmembers were interested in doing a ride along to let him know and explained that Councilmember Maddy had rode along with them last week.

City Engineer Budde stated that tree trimming and removal will begin on Strawberry Lane tomorrow. He noted that it may look messy for a bit while they cut and drop things prior to it being hauled away.

Mayor Labadie noted that in the past when this type of activity has happened, for example, near Minnewashta Elementary, there were a lot of complaints received.

City Engineer Budde assured the Council that he is planning to be on site when they begin and have asked that the City's contractor to also have a representative out there so that they can start clean up as the project moves along. He noted that the deep/large snowbanks bring another complication so they will do their best with the hope to maintain traffic open to at least a lane and have flaggers if they need to move people around their equipment at various times.

City Administrator Nevinski stated that the Tree Sale requires authorization of expenditure of funds for the trees. He noted that the City gets these funds back, but staff needs authorization from the Council to spend those funds.

Maddy moved, Johnson seconded, to Authorize the Expenditure of funds up to \$9,600 for trees to be pre-paid by the City and reimbursed by residents as trees are purchased.

Councilmember Johnson stated that he would also like to see the City 'up its game' in communicating the Tree Sale to residents because he has spoken with many people who did not know the City does this.

All in favor, motion passed 5-0.

B. Mayor and City Council

Councilmember Sanschagrín stated that he and Councilmember Maddy participated in the League of Minnesota Cities Newly Elected Leaders program last week and noted that he has found the training to be very informative.

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Councilmember Maddy stated that he attended the Lake Minnetonka Communications Commission meeting a few weeks ago and learned that they are looking at changing the way the LMCC works and are renegotiating the franchise fees. He explained that he rode along in a snow plow truck last Thursday morning. He stated that it was fun and he learned a lot. He noted that he got into the truck at 5:00 a.m. and the crews had already been out for two hours prior to that. He stated that it was very eye opening to see how challenging it was to move that much snow onto snowbanks that were already that tall. He stated that the City's Public Works staff works long hard hours and then has to go home and shovel their own driveways to finish off their day and expressed his appreciation for their work and that they allowed him to tag along with them as they worked.

Mayor Labadie stated that she filmed the State of the City address with LMCC which can be viewed on the City's website. She stated that for those interested in updates on the Highway 7 situation, that can be found at minute mark 6:40. She stated that Dean Phillips hosted Pancakes with the Mayors in the District a few weeks ago and there were almost twenty mayors in attendance. She stated that she also attended the South Lake Minnetonka Police Department swearing in ceremony where two new officers were sworn in. She stated that she also attended the West Hennepin Drug Task Force luncheon and explained that the SLMPD will be joining with them beginning in June. She stated that she felt this was a very informative meeting about the overdose epidemic. She stated that the planned State of the City address with numerous area mayors was cancelled because of the snow event last week, but will be rescheduled. She stated that the League of Women Voters is hosting a State of the City forum at a time yet to be determined. She stated that she attended the League of Minnesota Cities Experienced Elected Officials seminar which she thought was a great event. She noted that the Council held an all-day retreat earlier today and noted that tomorrow morning she will leave for Washington D.C. where she will attend a seminar related to building a better Minnesota.

10. ADJOURN

Maddy moved, Johnson seconded, Adjourning the City Council Regular Meeting of February 27, 2023, at 9:08 P.M.

Motion passed 5-0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

**CITY OF SHOREWOOD
2023 CITY COUNCIL RETREAT
FEBRUARY 27, 2023**

**5735 COUNTRY CLUB RD
SCEC – CONFERENCE ROOM
8:30 AM – 3:30 PM**

MINUTES

Welcome

Mayor Labadie opened the meeting at 8:35 AM and noted that Councilmember Johnson would be arriving later.

Council Priorities Discussion

1. City Staffing

The current staffing levels, the City's organizational structure, and roles and responsibilities were reviewed. Staff noted potentially needing more capacity in the Planning and Finance departments. Park and Recreation noted the various activities it oversees, including parks activities, the Community Center rental, and programing, and staffing needs. The Council noted that its philosophy in operating the SCEC is that it is an amenity for the community and not a strictly a business enterprise.

Discussion occurred regarding the use and practice of responding to SeeClickFix posts. It was noted that SeeClickFix works best for issues that can be quickly addressed, such as a pothole or broken park equipment. It is more difficult to respond to concerns that require planning and long-term investment, such as where infrastructure is involved. It was agreed that such responses should direct people to the website or encourage a meeting with staff or Council, and then be closed out. Staff will develop clearer protocols for SeeClickFix responses and continued use of the program will be evaluated in the future, as staff noted many concerns are reported via email or phone calls.

Finally, completion of a compensation study was discussed. It was noted that during recent hirings the City compensation appeared to be under-market. Staff outlined different scopes of work and price points to complete a study and noted that benefits should also be considered. Council asked staff to look closely at Minnetrista's data and report back to Council in a work session before preparing an RFP.

2. Review of 2020 - 2025 Strategic Plan / Plan for Update

Staff reviewed the current strategic plan and asked Council if there was a desire to update the plan or start fresh. Council discussed how to get community input on a strategic plan, how best to set the City up for success, and how to set realistic goals. Council concluded it would be appropriate to first note what has been completed to date, and to see if there is more detail about goals or objectives before deciding on next steps.

3. Update – Next steps for Integrated Pest Management Plan

Council and staff discussed the following questions regarding the Integrated Pest Management Plan (IPM):

- A. How should the City approach maintenance of its Athletic Fields? How should the City approach treating other green space? Council asked staff to prepare several options for further consideration at a work session. It was noted that community engagement would be important

in finalizing an approach to maintaining parks. There is a need to pay attention to timing and schedules, as certain actions or treatments need to occur by certain points in the year. It was commented that the City should make an effort to communicate how its activities are consistent with its goals in the restated “bee-safe” resolution. Finally, the Council felt it was most appropriate for the Parks Commission to oversee the IPM.

- B. How should the City address EAB on public property? Council felt it was appropriate to target high value ash trees with treatment, but also to develop a plan to remove ash trees and replace them with a variety of other species. Staff was requested to bring back more specific details regarding the number and location of high value trees.
- C. How should the City address the buckthorn in Freeman Park? Council believed it was important to utilize the grant funds provided by the DNR to remove and treat buckthorn in Freeman Park. There was acknowledgment that the herbicide (Pathfinder) commonly used to kill buckthorn was noted as a “yellow” product in the IPM report and recommended its judicious use. It is an acceptable product by the DNR, so Council felt that daubing stumps with Pathfinder was both a cautious and effective approach for buckthorn removal. Hennepin County may be able to provide plantings to re-establish a ground cover in the treated area.

Councilmember Johnson arrived at 1:00 PM.

4. **Long-Term Plan for Water infrastructure Investment**

Staff summarized the City’s water supply system. Water is treated with chlorine and fluoride at every well. The Southeast Well is also filtered for iron. Badger and Southeast wells provide most of the water. Staff noted maps with hook-ups vs. wells, and areas where water is available but property owners have not connected. Iron has guidelines/standards but it is not regulated. The main issues with iron are taste, odor, aesthetic. The east side of the City does not connect with the west side currently. The City does not flush water in the winter, so more iron is present, especially near where mains terminate. It was asked if water would be more consistent if we treated iron at all well houses. It would be an expensive investment but could look at adding iron treatment at Badger. The rough estimate for this type of improvement is \$7.5M per well house. It is assumed the source of the iron are wells, not pipes. Looping might be a localized solution to increase flow through the mains year-round. Council suspects that new residents have different expectations for water quality than long term residents. Filtration systems may be options for individual homes. There are investments that can be made to improve water quality but need to first get a better insight and data about the issue. Data/samples will be collected before further options are presented.

It was also noted that ensuring the financial stability of the water fund is critical. Discussion occurred about how to incentivize residents to connect to the water supply. Ideas included a requirement to connect upon the sale of a property, establishing trigger threshold of significant building improvements, increasing connection charges over time, and an information campaign. Staff will research and explore these options further.

5. Hybrid Council Meetings

Staff noted that while virtual meetings were allowed by law and used extensively during the pandemic, many cities have continued to offer hybrid meeting options for the public, staff and consultant participation. Benefits of increased participation and convenience were noted. However, technology limitations and staffing requirements can make it difficult, especially for smaller cities, to provide a reliable hybrid meeting option. The City Attorney noted there is no legal requirement to offer hybrid meeting option, but he stressed that if it is offered, there is an expectation that it is reliable.

Council discussed the benefits and challenges of hybrid meetings. Alternate access gives increased opportunity to participate in a hearing or meeting in general. However, meetings are accessible via cable, and currently people are not showing up online or participating remotely. It was noted that the uncertain reliability of the technology causes stress and the meeting is less effective. The suggestion was made to try adding staff and having more rules around decorum. Eliminating hybrid option would reduce access, and having a hybrid option is considered a best practice. It was also suggested that if technology improves, a hybrid meeting format could be revisited in the future.

The City Attorney recommended that if the Council chooses to eliminate the hybrid meeting option, it should make a formal decision at a regular meeting and list reasons why.

6. Review of Current and Planned Public Improvement Projects

2023

- Strawberry Lane - goal to be back open by start of school, will be tough schedule
- Birch Bluff - Finish by Thanksgiving
- Freeman - New trails/trail head in summer/fall
- Shorewood Lane Ravine - stabilize ravine, started conversations with property owners and had feedback from MHCWD and properties. Installing more stormwater.
- Radisson Road lift station
- Trunk Hwy 7 Corridor Study - Continue discussions with MNDOT. Draft bill language for \$750M for study. Want to have solutions for planned work in 2028 from Christmas Lake Road to St. Boni.

2024

- Mill and Overlay - Location TBD but need to determine soon.

2025

- Mill street Trail - County lead project from Chan to Excel to get to regional trail. 11' lanes + on road bike facilities + blvd + 10' trail. Curb and Gutter so fully urban. Public feedback is to minimize ROW impacts. County is taking a firm stance on Blvd. Andrew would like there to be consensus on this. Andrew looking at adding watermain. Mill and Overlay
- Eureka N - has watermain, planned to do reclamation project. Sidewalk shown on plan but will ask the question.
- Vine Hill water Main replacement

2026

- Grant Lorenz - Watermain, full recon

Other Projects

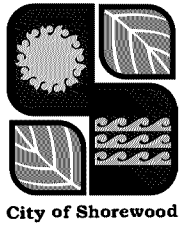
- Nobel road adding watermain to east
- Edgewood adding watermain
- Cathcart Playground Equip in 2025, Hockey boards in 2027
- Manor Park Amphitheatre
- Increase maintenance - add crack seal, seal road
- Sanitary sewer cleaning, repairs. A lot of SS in backyards, hire contractor to clean and TV.
- Stormwater ponds - need to maintain but don't know which ones or how much work yet.
- Galpin lake Trail/Connection - look at with Hwy 7 Corridor Study

The retreat adjourned at 3:30 PM

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: March 13, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Item
2C

Background:

Council is asked to verify payment of the attached claims. The claims include compensation, operational or contractual expenditures anticipated in the current budget, or otherwise approved by the Council. Funds will be distributed following approval of the claims list.

Claims for Council authorization:

67967 – 67988 & ACH	\$267,412.39
Total Claims	\$267,412.39

Financial or Budget Considerations:

The expenditures have been reviewed and determined to be reasonable, necessary, and consistent with the City's budget.

Action Requested:

Motion to approve the claims list as presented.

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Payroll

G/L Distribution Report

User: mnguyen
Batch: 00002.02.2023 - PR-02-27-2023
CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	88,088.05	CASH AND INVESTMENTS
101-13-4101-0000	14,355.03	0.00	FULL-TIME REGULAR
101-13-4103-0000	1,026.66	0.00	PART-TIME
101-13-4121-0000	1,153.62	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,153.27	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	3,680.82	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	79.82	0.00	WORKERS COMPENSATION
101-15-4101-0000	7,314.60	0.00	FULL-TIME REGULAR
101-15-4121-0000	548.60	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	545.75	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	663.62	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	38.16	0.00	WORKERS COMPENSATION
101-18-4101-0000	8,728.13	0.00	FULL-TIME REGULAR
101-18-4103-0000	390.49	0.00	PART-TIME
101-18-4121-0000	683.90	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	622.42	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,513.35	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	45.01	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,851.45	0.00	FULL-TIME REGULAR
101-24-4121-0000	288.86	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	288.06	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	805.97	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	18.57	0.00	WORKERS COMPENSATION
101-32-4101-0000	11,760.83	0.00	FULL-TIME REGULAR
101-32-4102-0000	108.68	0.00	OVERTIME
101-32-4121-0000	890.17	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	973.41	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	3,196.56	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	930.25	0.00	WORKERS COMPENSATION
101-33-4101-0000	8,189.23	0.00	FULL-TIME REGULAR
101-33-4102-0000	2,364.32	0.00	OVERTIME
101-33-4121-0000	791.52	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	701.11	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	258.81	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
101-33-4151-0000	558.07	0.00	WORKERS COMPENSATION
101-52-4101-0000	3,488.86	0.00	FULL-TIME REGULAR
101-52-4102-0000	62.10	0.00	OVERTIME
101-52-4121-0000	266.35	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	270.24	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	376.57	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	213.59	0.00	WORKERS COMPENSATION
101-53-4101-0000	3,113.28	0.00	FULL-TIME REGULAR
101-53-4103-0000	996.89	0.00	PART-TIME
101-53-4121-0000	256.07	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	290.96	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	157.79	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	76.23	0.00	WORKERS COMPENSATION
FUND Total:	88,088.05	88,088.05	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	1,511.16	CASH AND INVESTMENTS
201-00-4101-0000	198.72	0.00	FULL-TIME REGULAR
201-00-4103-0000	884.59	0.00	PART-TIME
201-00-4121-0000	81.23	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	96.26	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	236.68	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	13.68	0.00	WORKERS COMPENSATION
FUND Total:	1,511.16	1,511.16	
FUND 601	Water Utility		
601-00-1010-0000	0.00	8,981.37	CASH AND INVESTMENTS
601-00-4101-0000	5,735.63	0.00	FULL-TIME REGULAR
601-00-4102-0000	54.24	0.00	OVERTIME
601-00-4105-0000	470.08	0.00	WATER PAGER PAY
601-00-4121-0000	469.55	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	494.07	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,451.55	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	306.25	0.00	WORKERS COMPENSATION
FUND Total:	8,981.37	8,981.37	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	7,352.51	CASH AND INVESTMENTS
611-00-4101-0000	4,544.81	0.00	FULL-TIME REGULAR
611-00-4102-0000	108.48	0.00	OVERTIME
611-00-4105-0000	470.08	0.00	SEWER PAGER PAY
611-00-4121-0000	384.28	0.00	PERA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
611-00-4122-0000	408.46	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,197.39	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	239.01	0.00	WORKERS COMPENSATION
FUND Total:	7,352.51	7,352.51	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	922.93	CASH AND INVESTMENTS
621-00-4101-0000	536.84	0.00	FULL-TIME REGULAR
621-00-4121-0000	40.25	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	34.67	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	308.99	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.18	0.00	WORKERS COMPENSATION
FUND Total:	922.93	922.93	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	4,123.08	CASH AND INVESTMENTS
631-00-4101-0000	3,117.02	0.00	FULL-TIME REGULAR
631-00-4102-0000	27.12	0.00	OVERTIME
631-00-4121-0000	235.76	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	231.91	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	348.58	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	162.69	0.00	WORKERS COMPENSATION
FUND Total:	4,123.08	4,123.08	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	110,979.10	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	52,762.78	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	10,000.00	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	7,900.81	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,513.53	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	12,221.18	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	11,368.30	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	3,896.50	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,683.51	WORKERS COMPENSATION
700-00-2179-0000	0.00	148.05	SEC 125 DEP CARE REIMB PAYABLE
700-00-2180-0000	0.00	1,145.60	LIFE INSURANCE
700-00-2181-0000	0.00	1,592.69	DISABILITY INSURANCE
700-00-2182-0000	0.00	222.82	UNION DUES
700-00-2183-0000	0.00	3,310.00	HEALTH SAVINGS ACCOUNT
700-00-2186-0000	0.00	213.33	VOLUNTARY VISION

Account Number	Debit Amount	Credit Amount	Description
FUND Total:	110,979.10	110,979.10	
Report Total:	221,958.20	221,958.20	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 02/27/2023 - 3:19PM
Batch: 00001.03.2023 - PR-02-27-2023



Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1
March-2023	March-2023:Hanson-Kosek-Stark-Weber & Brat	222.82	02/27/2023	700-00-2182-0000
	Check Total:	222.82		
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2
PR-02-27-2023	PR Batch 00002.02.2023 Federal Income Tax	7,900.81	02/27/2023	700-00-2172-0000
PR-02-27-2023	PR Batch 00002.02.2023 FICA Employee Portio	4,952.37	02/27/2023	700-00-2174-0000
PR-02-27-2023	PR Batch 00002.02.2023 FICA Employer Portio	4,952.37	02/27/2023	700-00-2174-0000
PR-02-27-2023	PR Batch 00002.02.2023 Medicare Employee Pc	1,158.22	02/27/2023	700-00-2174-0000
PR-02-27-2023	PR Batch 00002.02.2023 Medicare Employer Po	1,158.22	02/27/2023	700-00-2174-0000
	Check Total:	20,121.99		
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY			Check Sequence: 3
March-2023	March-2023 - Included Eric Wilson	213.33	02/27/2023	700-00-2186-0000
	Check Total:	213.33		
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 4
PR-02-27-2023	PR Batch 00002.02.2023 Deferred Comp-ICMA	88.82	02/27/2023	700-00-2176-0000
PR-02-27-2023	PR Batch 00002.02.2023 Deferred Comp-ICMA	2,582.68	02/27/2023	700-00-2176-0000
	Check Total:	2,671.50		
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY			Check Sequence: 5
March-2023	March-2023- Long Term Disability-Included Eri	754.75	02/27/2023	700-00-2181-0000
March-2023	March-2023-Short Term Disability-Included Eric	837.94	02/27/2023	700-00-2181-0000
	Check Total:	1,592.69		
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6
PR-02-27-2023	PR Batch 00002.02.2023 State Income Tax	3,513.53	02/27/2023	700-00-2173-0000

Invoice No	Description	Amount	Payment Date	Acct Number
	Check Total:	3,513.53		
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7
March-2023	March-2023-Included Eric Wilson	953.60	02/27/2023	700-00-2180-0000
	Check Total:	953.60		
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8
PR-02-27-2023	PR Batch 00002.02.2023 Deferred Comp-MSRS	1,225.00	02/27/2023	700-00-2176-0000
	Check Total:	1,225.00		
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 9
March-2023	March-2023-Included Eric Wilson	192.00	02/27/2023	700-00-2180-0000
	Check Total:	192.00		
Vendor: 665	OPTUM BANK			Check Sequence: 10
PR-02-27-2023	PR Batch 00002.02.2023 HSA-OPTUM BANK	3,310.00	02/27/2023	700-00-2183-0000
	Check Total:	3,310.00		
Vendor: 9	PERA			Check Sequence: 11
PR-02-27-2023	PR Batch 00002.02.2023 MN-PERA Deduction	5,278.14	02/27/2023	700-00-2175-0000
PR-02-27-2023	PR Batch 00002.02.2023 MN PERA Benefit Em	6,090.16	02/27/2023	700-00-2175-0000
	Check Total:	11,368.30		
	Total for Check Run:	45,384.76		
	Total of Number of Checks:	11		

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/06/2023 - 2:27PM
Batch: 00005.02.2023 - PR-02-27-2023-CenterPoint



Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 1
01-30-2023-Addtl	20405 Knightsbridge Rd	68.82	02/28/2023	601-00-4394-0000
01-30-2023-Addtl	28125 Boulder Bridge	94.61	02/28/2023	601-00-4396-0000
01-30-2023-Addtl	24200 Smithtown Rd	626.71	02/28/2023	101-32-4380-0000
01-30-2023-Addtl	6000 Eureka Road	108.64	02/28/2023	101-52-4380-0000
01-30-2023-Addtl	5755 Country Club Rd	165.00	02/28/2023	101-19-4380-0000
	Check Total:	1,063.78		
	Total for Check Run:	1,063.78		
	Total of Number of Checks:	1		

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/08/2023 - 12:32PM
Batch: 00002.03.2023 - AP-03-13-2023



Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 1
INV300155	Konica Minolta/C658 Copier	873.99	03/13/2023	101-19-4221-0000
	Check Total:	873.99		
Vendor: 817	ARCPOINT LABS OF EDEN PRAIRIE			Check Sequence: 2
2651	Drug Testing	134.75	03/13/2023	101-32-4305-0000
	Check Total:	134.75		
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 3
008P20077	Dump Truck Repairs	28.89	03/13/2023	101-32-4221-0000
	Check Total:	28.89		
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 4
3526-0000G-14	General Matters/Administration	4,140.00	03/13/2023	101-16-4304-0000
3526-0002G-11	Public Works	87.50	03/13/2023	101-16-4304-0000
3526-0004G-13	Ugerots Litigation	105.00	03/13/2023	101-16-4304-0000
3526-0008G-4	Strawberry Lane Condemnation	3,381.86	03/13/2023	409-00-4304-0000
3526-0997G-5	Prosecution	10.30	03/13/2023	101-16-4304-0000
3526-0999G-17	Prosecution	3,746.66	03/13/2023	101-16-4304-0000
	Check Total:	11,471.32		
Vendor: 134	CARQUEST AUTO PARTS STORES			Check Sequence: 5
6974-452955	Battery Return Credit	-44.00	03/13/2023	101-32-4221-0000
6974-453397	Windshield Wipers	64.24	03/13/2023	101-32-4221-0000
	Check Total:	20.24		
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 6
03-01-2023	20405 Knightsbridge Rd	168.37	03/13/2023	601-00-4394-0000
03-01-2023	28125 Boulder Bridge	294.04	03/13/2023	601-00-4396-0000

AP-Computer Check Proof List by Vendor (03/08/2023 - 12:32 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
03-01-2023	24200 Smithtown Rd	1,915.05	03/13/2023	101-32-4380-0000
03-01-2023	6000 Eureka Road	306.53	03/13/2023	101-52-4380-0000
03-01-2023	5755 Country Club Rd	529.68	03/13/2023	101-19-4380-0000
79456885-022323	5735 Country Club Rd-SCEC	494.85	03/13/2023	201-00-4380-0000
86501806-022323	20630 Manor Rd	99.38	03/13/2023	101-52-4380-0000
	Check Total:	3,807.90		
Vendor: 137	CENTURY LINK			Check Sequence: 7
9524702294Feb23	952-470-2294-642-PW	67.13	03/13/2023	101-32-4321-0000
9524706340Feb23	952-474-6340-989-CH	120.34	03/13/2023	101-19-4321-0000
9524707819Feb23	952-470-7819-261-SSCC	131.26	03/13/2023	201-00-4321-0000
	Check Total:	318.73		
Vendor: 915	CINTAS			Check Sequence: 8
5147440355	City Hall-First Aid Supplies	28.40	03/13/2023	101-19-4245-0000
	Check Total:	28.40		
Vendor: 1321	COMPASS CONSULTANS, INC.			Check Sequence: 9
2022-Refund	2022 Paid to Wrong City for Building Permit- R	150.00	03/13/2023	101-00-3624-0000
	Check Total:	150.00		
Vendor: 456	CORE & MAIN, LP			Check Sequence: 10
S339392	Water Meter Gasket	81.90	03/13/2023	601-00-4245-0000
	Check Total:	81.90		
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 11
934857	PH TSML	57.60	03/13/2023	101-18-4351-0000
	Check Total:	57.60		
Vendor: 1060	GENERAL SECURITY SERVICES CORPORATION			Check Sequence: 12
50014502	City Hall - Monitor	278.85	03/13/2023	101-19-4400-0000
50014503	SCEC-Monitor	105.00	03/13/2023	201-00-4400-0000
50014564	C.H. Front Door Maint.	356.25	03/13/2023	101-19-4223-0000
	Check Total:	740.10		
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 13
3020744	Monthly Rental	15.75	03/13/2023	601-00-4400-0000
3020744	Monthly Rental	15.75	03/13/2023	611-00-4400-0000

AP-Computer Check Proof List by Vendor (03/08/2023 - 12:32 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
3020744	Monthly Rental	15.75	03/13/2023	631-00-4400-0000
	Check Total:	47.25		
Vendor: 1322	GOVERNMENTJOBS.COM, INC.			Check Sequence: 14
INV-33936	2023-2024-Insight Subscription	2,357.50	03/13/2023	101-13-4433-0000
INV-33936	2023-2024-Software Service: Setup IE(221)	1,800.00	03/13/2023	101-13-4400-0000
	Check Total:	4,157.50		
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 15
1000203505	REC0001086-View Recorded Documents	7.50	03/13/2023	101-32-4351-0000
	Check Total:	7.50		
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT			Check Sequence: 16
1000203077	Monthly Radio Fleet & MESB	215.92	03/13/2023	101-32-4321-0000
	Check Total:	215.92		
Vendor: 1308	HI-LINE INC.			Check Sequence: 17
11016047	Misc. Hardware for Equipment	440.50	03/13/2023	101-32-4221-0000
11019790	Misc. Hardware for Equipment	447.65	03/13/2023	101-32-4221-0000
	Check Total:	888.15		
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 18
20204991	SCEC - Mats	138.29	03/13/2023	201-00-4400-0000
20208218	City Hall - Mats	208.65	03/13/2023	101-19-4400-0000
	Check Total:	346.94		
Vendor: 247	DREW KRIESEL			Check Sequence: 19
February-2023	Building Maint. Services	560.00	03/13/2023	201-00-4400-0000
February-2023	Building General Supplies Exp	41.85	03/13/2023	201-00-4245-0000
February-2023	Events Program/Class Services	434.00	03/13/2023	201-00-4248-0000
	Check Total:	1,035.85		
Vendor: 1234	JENNIFER LABADIE			Check Sequence: 20
Feb-2023	Airfare to WA, DC	246.40	03/13/2023	101-11-4331-0000
Feb-2023	Hotel- WA, DC	274.16	03/13/2023	101-11-4331-0000
	Check Total:	520.56		

AP-Computer Check Proof List by Vendor (03/08/2023 - 12:32 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 281 1390	METRO CITIES 2023 Metro Cities Membership Dues	3,310.00	03/13/2023	Check Sequence: 21 101-11-4433-0000
	Check Total:	3,310.00		
Vendor: 283 INV2239004	METRO SALES, INC. Ricoh/MP-C3002 Color Copier	500.00	03/13/2023	Check Sequence: 22 101-19-4221-0000
	Check Total:	500.00		
Vendor: 279 1152935	METROPOLITAN COUNCIL (WASTEWATER) Monthly Waste Water Svc	96,842.75	03/13/2023	Check Sequence: 23 611-00-4385-0000
	Check Total:	96,842.75		
Vendor: 1039 56612 56612 56612-Corrected 56784	MID-COUNTY COOP Fuel Fuel Fuel Fuel	-951.99 951.99 975.56 884.62	02/13/2023 02/13/2023 03/13/2023 03/13/2023	Check Sequence: 24 101-32-4212-0000 101-32-4212-0000 101-32-4212-0000 101-32-4212-0000
	Check Total:	1,860.18		
Vendor: 1320 Weber-Mar2023	MINNESOTA RUAL WATER ASSOCIATION MN-RWA Conference - Luke Weber	325.00	03/13/2023	Check Sequence: 25 611-00-4331-0000
	Check Total:	325.00		
Vendor: 305 0096642-IN	MNSPECT, LLC Inspection Services	707.20	03/13/2023	Check Sequence: 26 101-24-4400-0000
	Check Total:	707.20		
Vendor: 434 504416651	MOTION PICTURE LICENSING CORPORATION Umbrella License-04/01/2023-03/31/2024-Shore	749.00	03/13/2023	Check Sequence: 27 101-53-4433-0000
	Check Total:	749.00		
Vendor: 313 February-2023	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	95.89	03/13/2023	Check Sequence: 28 101-15-4331-0000
	Check Total:	95.89		
Vendor: 338 2367307	QUALITY RESOURCE GROUP, INC. Laser Utility Bills	212.08	03/13/2023	Check Sequence: 29 601-00-4200-0000

AP-Computer Check Proof List by Vendor (03/08/2023 - 12:32 PM)

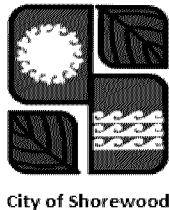
Invoice No	Description	Amount	Payment Date	Acct Number
2367307	Laser Utility Bills	212.08	03/13/2023	631-00-4200-0000
2367307	Laser Utility Bills	212.08	03/13/2023	611-00-4200-0000
2367307	Laser Utility Bills	212.08	03/13/2023	621-00-4200-0000
	Check Total:	848.32		
Vendor: 1063	RYAN LaPOINTE			Check Sequence: 30
ROW#226511	Escrow Refund-Silver Lake Trail/Sweetwater Ct	2,000.00	03/13/2023	880-00-2200-0000
	Check Total:	2,000.00		
Vendor: 355	SHRED-N-GO INC			Check Sequence: 31
147263	Shredded Svc	64.08	03/13/2023	101-13-4400-0000
	Check Total:	64.08		
Vendor: 786	SITEONE LANDSCAPE SUPPLY, LLC			Check Sequence: 32
127015720-001	Salt for Sidewalks	432.72	03/13/2023	101-33-4245-0000
	Check Total:	432.72		
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 33
87478	Custodial Service-CH Building	487.00	03/13/2023	101-19-4400-0000
87479	Custodial Service-PWs Building	369.00	03/13/2023	101-32-4400-0000
	Check Total:	856.00		
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 34
INV-012193	Springbrook-CivicPay Fees	18.75	03/13/2023	621-00-4450-0000
INV-012193	Springbrook-CivicPay Fees	18.75	03/13/2023	631-00-4450-0000
INV-012193	Springbrook-CivicPay Fees	18.75	03/13/2023	611-00-4450-0000
INV-012193	Springbrook-CivicPay Fees	18.75	03/13/2023	601-00-4450-0000
	Check Total:	75.00		
Vendor: 1170	SPS WORKS			Check Sequence: 35
IV00534785	Council Nameplate	20.25	03/13/2023	101-11-4245-0000
IV00536986	Council Nameplate	27.25	03/13/2023	101-11-4245-0000
IV00537935	Name Plate	27.25	03/13/2023	101-32-4245-0000
IV00538865	Name Plates	66.00	03/13/2023	101-11-4245-0000
IV00539296	Name Plates	33.25	03/13/2023	101-11-4245-0000
IV00541004	Name Plates	52.35	03/13/2023	101-11-4245-0000
	Check Total:	226.35		

AP-Computer Check Proof List by Vendor (03/08/2023 - 12:32 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 36
145196	Background Check: Chris Pratley	85.00	03/13/2023	101-32-4400-0000
	Check Total:	85.00		
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 37
M28002	Council Meeting	159.00	03/13/2023	101-13-4400-0000
M28002	Planning Meeting	196.75	03/13/2023	101-18-4400-0000
M28042	Park Meeting	203.50	03/13/2023	101-52-4400-0000
M28042	Council Meeting	234.50	03/13/2023	101-13-4400-0000
	Check Total:	793.75		
Vendor: 380	TITAN MACHINERY INC.			Check Sequence: 38
18062620-GP	Equipment Parts-Coil	116.00	03/13/2023	101-32-4221-0000
18075471-GP	Equipment Parts	64.25	03/13/2023	101-32-4221-0000
	Check Total:	180.25		
Vendor: 782	TRENCHERS PLUS, INC.			Check Sequence: 39
IT06283	Switch	239.04	03/13/2023	101-32-4221-0000
	Check Total:	239.04		
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 40
1562857-Feb-2023	Account#1562857 - Uniforms Services	873.87	03/13/2023	101-32-4400-0000
	Check Total:	873.87		
Vendor: 415	WARNER CONNECT			Check Sequence: 41
29941296	Dell-NKTFY-Computer -Park-Janelle	2,226.32	03/13/2023	403-00-4640-0000
29941298	Dell-NKTFY-Computer -Park-Janelle	334.64	03/13/2023	403-00-4640-0000
29941369	Network Maint Services	5,218.89	03/13/2023	101-19-4321-0000
29941384	Network Maint Services	1,350.00	03/13/2023	101-19-4321-0000
	Check Total:	9,129.85		
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 42
284692	Salt & Sand	553.03	03/13/2023	101-33-4245-0000
284823	Salt & Sand	567.71	03/13/2023	101-33-4245-0000
PV1-Final-Sweep	PV#1 & Fianl-2022 Street Sweeping Stockpile R	62,287.30	03/13/2023	631-00-4680-0000
	Check Total:	63,408.04		
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 43

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Invoice No	Description	Amount	Payment Date	Acct Number
816874356	C.H. Sves	653.39	03/13/2023	101-19-4380-0000
816874356	P.W. Bldg Svc	392.96	03/13/2023	101-32-4380-0000
816874356	P.W. Street Lights Svc	3,973.70	03/13/2023	101-32-4399-0000
816874356	Parks	810.90	03/13/2023	101-52-4380-0000
816874356	Amesbury	140.61	03/13/2023	601-00-4394-0000
816874356	Boulder Bridge	149.40	03/13/2023	601-00-4396-0000
816874356	S.E. Area Svc	3,167.46	03/13/2023	601-00-4398-0000
816874356	Lift Station Street Lights	717.18	03/13/2023	611-00-4380-0000
817653913	5735 Country Club Rd	990.61	03/13/2023	201-00-4380-0000
817658411	24253 Smithtown Rd	1,480.05	03/13/2023	601-00-4395-0000
817686688	5755 Country Club Rd	173.38	03/13/2023	101-19-4380-0000
818006570	5700 County Rd 19	45.25	03/13/2023	101-32-4399-0000
818006570	5700 County Rd 19 - Unit Light	302.66	03/13/2023	101-32-4399-0000
818085981	4931 Shady Island Road	51.38	03/13/2023	611-00-4380-0000
818275464	28125 Boulder Bridge Drive	442.92	03/13/2023	601-00-4396-0000
Check Total:		13,491.85		
Total for Check Run:		222,027.63		
Total of Number of Checks:		43		



City Council Meeting Item

Title/Subject: Approve Agreement and Proposal from Davey Resource Group
Meeting Date: March 13, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Service Agreement & Fee Schedule – Davey Resource Group Resolution

2D
MEETING TYPE
Regular
Meeting

Background in Recommendation:

The City utilizes Davey Resource Group to provide a variety of services in managing the City's tree canopy. These services include:

- Assistance with removal of large or dangerous trees that require specialized equipment and resources.
- Professional arborists opinions and evaluations.
- Educational consultation to homeowners through the city's tree program.
- Planning and management of the city's Tree Management Plan.
- Injecting ash trees for emerald ash borer per city's recommendations.

Staff solicited an update of the existing agreement & fee schedule for these services. The city attorney and staff have reviewed, commented, and revised the agreement. Davey Resource Group found the agreement to be acceptable.

Financial or Budget Considerations:

The city budget accounts and programs forestry services as part of the maintenance operating budget.

Action Requested:

Motion to approve the proposal from Davey Resource Group for services in 2023.

Attachments:

- Service Agreement & Fee Schedule – Davey Resource Group
- Resolution

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

SERVICES AGREEMENT

This Services Agreement (this “Agreement”), dated as of March 13, 2023 (the “Effective Date”), is entered into by and between **DAVEY RESOURCE GROUP, INC.**, with offices located at 295 S. Water Street, Kent, Ohio 44240 (“Davey”), and **City of Shorewood**, with offices located at 5775 Country Club Road, Shorewood, MN 55331 (“Customer”).

RECITALS

- A. Davey is a leading provider of a full range of natural resource and utility consulting services.
- B. Customer desires to retain Davey to perform certain services, and Davey desires to perform the services for Customer, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exclusive Terms and Conditions. The parties intend for this Agreement, together with Exhibit A, to exclusively govern and control each of the parties’ respective rights and obligations regarding the Services (as defined below). Without limiting the foregoing, any additional or different terms contained in any purchase or work order, or other request or communication from Customer pertaining to the Services, or any attempt by Customer to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement nor be binding on the parties, except as agreed to in writing by Davey.

2. Services. Customer hereby retains Davey to perform the services set out in Exhibit A (the “Services”) at the direction of the customer. Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth on Exhibit A (the “Specifications”) and shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant’s services.

3. Fees and Expenses.

3.1 As consideration for the performance of the Services, Customer shall pay to Davey the fees set forth on Exhibit A (the “Fees”). Customer shall pay the Fees to Davey within 35 days after receipt of each invoice from Davey (“Invoice”). Additional Services, and their related fees, may be added to Exhibit A from time to time upon terms mutually agreed upon by the parties.

3.2 Any Invoice not paid in full within 30 days of the Invoice date is subject to a late fee as specified by Minnesota Statutes Section 471.425.

3.3 Upon Customer’s request, prior to the final payment, Davey will deliver evidence that all of Davey’s indebtedness in connection with the Services has been satisfied.

4. Timing. Davey will perform the Services in accordance with a schedule mutually agreed upon by the parties. Davey will promptly respond to Customer’s inquiries and reasonable requests during the Term (as defined below).

5. Limited Warranty. For a period of 90 days from the date Services are performed (the "Warranty Period"), Davey warrants to Customer that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the "Limited Warranty"). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be Customer's sole and exclusive remedy and Davey's entire liability for any breach of the Limited Warranty.** To the greatest extent permitted by law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

6. Authority to Grant Access to Job Site. Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the job site (defined as city property and right of way), including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the job site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

7. Source Materials and Documents Prepared by Davey. Customer will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to Customer's facilities that are necessary for Davey's performance of the Services ("Customer Source Materials"). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from Customer Source Materials or information obtained from any third party or publicly available source. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by Davey in conjunction with this contract.

8. Service Reports. Upon Customer's request during the Term, Davey will provide service reports in form and manner reasonably acceptable to Customer on a monthly basis. Davey shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

9. Compliance with Laws. Davey will perform the Services in compliance with applicable laws, regulations, and ordinances. Davey will maintain in effect during the Term all licenses, permissions, authorizations, consents, and permits required to perform the Services.

10. Independent Contractor. It is understood and acknowledged that in providing the Services, Davey acts in the capacity of an independent contractor and not as an employee or agent of the Customer. Davey will control the conditions, time, details, and means by which Davey performs the Services. Neither party will have the authority to commit the other party or bind the other party to any obligation or liability or to act for or on behalf of the other party.

11. Data Practices. Minnesota Government Data Practices Act. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released.

Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', City's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

12. Indemnification.

12.1 Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

12.2 Reserved.

12.3 The indemnification obligation of the parties under this Section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

12.4 This Section 12 shall survive the completion of the applicable Services for a period of one (1) year.

13. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, to the greatest extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Agreement or in connection with any breach under this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose. To the greatest extent permitted by law, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnification obligations, or otherwise, exceed the applicable insurance limits except in the case of willful misconduct or gross negligence.

14. Reserved.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Agreement the following minimum limits of insurance: (a) Workers' Compensation Insurance in at least the minimum amount required by and in compliance with the laws of

the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with the services in an amount not less than \$2,000,000 per accident combined single limit, \$2,000,000 aggregate. The insurance required by this section may be satisfied using umbrella or excess liability policies. Before commencing work, Davey shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

16. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the completion of the Services, unless sooner terminated pursuant to Section 17 (the "Term").

17. Termination.

17.1 Either party may terminate this Agreement for convenience effective upon 30 days' prior written notice to the other party.

17.2 In the event of a material increase in labor costs occurring during the performance of this Agreement through no fault of Davey, Davey may at its option terminate this Agreement, attempt to re-negotiate the Fees, or request an equitable adjustment to the Fees. A change in labor costs shall be considered material when the labor costs increase by more than 3% during the term of this Agreement.

17.3 Upon the expiration or termination of this Agreement for any reason, Customer shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

18. Survival. Termination or expiration of this Agreement does not affect any rights or obligations under this Agreement that by their nature or intent survive the termination or expiration of this Agreement.

19. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Davey shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Davey's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Davey.

20. Further Assurances. Each party shall use commercially reasonable efforts to, from time to time at the request of the other party, furnish the other party the further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take other actions and do other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

21. Assignment. Neither Davey nor the City shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve either Davey or the City of any of its obligations under this Agreement.

22. Severability. The invalidity, illegality, or unenforceability of any provision in this Agreement does not affect any other provision in this Agreement or the validity, legality, or enforceability of such provision in any other jurisdiction.

23. Waivers. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).

25. Entire Agreement; Amendments. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both parties.

26. Choice of Law and Forum. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or related to the Services or this Agreement, or the matters contemplated under this Agreement, shall be instituted exclusively in the state courts located in Dakota County Minnesota, or the United States District Court for Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective
Date.

DAVEY RESOURCE GROUP, INC.

Signature: _____

Printed Name: _____

Title: _____

City of Shorewood

Signature: _____

Printed Name: _____

Title: _____

[Signature Page to Services Agreement]

Exhibit A
Services and Fees



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1196 7th St E
St. Paul, MN 55106
651-202-3662

11/10/2023

Larry Brown
City of Shorewood
5775 Country Club Rd
Shorewood, MN 55331

RE: 2023 DRG Fee Schedule

Dear Larry,

The following are Davey Resource Group, Inc.'s "DRG" 2023 hourly rates that may be used for contracting staff. DRG also recommends budgeting for on-demand support, charged at a time and materials basis. The City will be provided an adjusted rate sheet annually for review and approval.

Scope of Work

DRG's Minnesota's-based team will provide support to the City of Shorewood's forestry program. Support may include a wide-range of field-based forestry activities and administrative-level forestry program organization and management. DRG's support will be provided on an on-demand basis, augmented by biannual or quarterly planning conversations.

Our urban foresters include college-educated biologists, ISA Certified Arborists, Minnesota Tree Inspectors, Minnesota Commercial Pesticide Applicators and experienced professionals with municipal forestry management experience. Our entire team is positioned to help support Shorewood's tree management program and guide special projects in your community.

DRG can provide the following tasks efficiently and effectively by providing contractual, professional urban foresters. Pricing structure is provided in the next section, followed by the resumes of the primary staff identified to provide and/or support these services.

Program Administration, Communication, Education, and Training

- **Homeowner Visits/Community Outreach.** Consulting arborists provide scheduled visits with homeowners during the summer months to answer questions about oak, ash and elm trees. The visits are scheduled by having residents call and schedule a 30 minute time frame with city staff. The educational visits provide information about signs and symptoms of Emerald ash borer, oak wilt and Dutch elm disease. Consulting arborists only provide education about ash, oak and elm trees. If questions are asked the resident is referred to the city list of licensed tree care companies. Note: A difference between the education visits that are provided are purely education and other companies on the licensed tree company typically provide estimates for services. The tree care companies may also provide marketing literature or add residents to mailing lists which is not done as part of the consulting services.
- **City Crew Training and Support.** Provide arboricultural training to in-house tree and landscape crews, such as risk tree identification, proper pruning, or proper planting.
- **Grant Writing.** Seek and apply for grants and complete Tree City USA applications.
- **Program Advancement.** Provide general guidance as to practices and program elements, or best practices that best advance Shorewood's goals and urban forestry program.

Urban Forest Management

- **Tree Inventory Update.** Collect, update, or maintain the city's tree inventory. Services can be performed periodically in advance of significant capital projects for planning purposes, or seasonally to identify risk management priorities.
 - During 2023 we can provide regular updates to the tree inventory. We anticipate roughly 10 hours a month April-October based on the \$70/hr consulting rate.
- **Tree Preservation During Construction.** Assist with public works and utility reconstruction projects and improvement projects to review site plans, make tree protection recommendations, and ensure tree preservation goals are reached.
- **Plan Review.** Review landscaping plans for new development projects for best practices and industry specifications, selection of appropriate planting species, and compliance with any relevant local regulations.
- **Tree Evaluation.** Investigate resident inquiries and complaints around public risk trees, nuisance trees, and general tree concerns.
- Other management services could include: development of a risk management policy, preparation of an emergency/storm response plan, assistance with ordinance development, budget analysis for urban forestry activities, presentations to council members, etc.

Tree Maintenance and Planting

- **Tree Pruning and Removal.** Work with local Davey Tree Expert office to provide personnel and equipment to perform tree pruning and removal accordance with ANSI A300 Tree Pruning Standards
- **Emerald Ash Borer Injection.** Provide Emerald Ash Borer injections for key ash tree identified in the City of Shorewood management plant and inventory.
- **Bid Specifications.** Prepare tree maintenance, pruning, removal, and planting or procurement contract specifications and perform all details required for bidding urban forestry contracts.
- **Contract Management.** Manage and oversee tree work contractors, including marking trees in the field, inspection of workmanship, and acceptance of guarantee periods.
- **Tree Installation.** Identification and marking of planting sites, submission of staking requests, and other tree planting administration. Supervise tree planting crews or volunteers to install new trees in accordance with City standards and specifications.
- **Young Tree Establishment.** Perform young tree establishment activities such as watering, mulching, and young tree structural pruning.

Consulting Services Rates

Rates effective February 1, 2023 to December 31, 2023. This proposal is renewable annually with yearly rate increases.

Gail Nozal, Manager/Consultant ISA Board Certified Master Arborist MN-0276BM, ISA Tree Risk Assessment Qualified, ISA Municipal Specialist	\$150.00/hr
Jack Spadafore, Arborist/Junior Consultant ISA Certified Arborist MN-4765A, ISA Tree Risk Assessment Qualified	\$70.00/hr
Kyle Schansberg, Arborist ISA Certified Arborist MN-4758A, ISA Tree Risk Assessment Qualified	\$70.00/hr

Tree Care Rates

Note: These are discounted rates based on forestry consultants looking at trees in advance. Rates are higher if tree crew must look at tree work ahead of time.ote:

Tree Crew Rate Per Person Including Equipment	\$128.00/hr
Tree Crew Rate for Crane Assisted Work	\$160.00/hr
Tree Crew Rate for Emergency Service Per Person Including Equipment	\$150.00/hr

Other

Daily Vehicle Rate for Work within City of Shorewood	
*Homeowner visits, looking at sites per discretion of Public Works, Engineering or Planning	\$55.00/day
Other DRG staff	Variable
Cost of supplies or materials	Cost plus 10%

Key Staff

Gail Nozal is one of the Area Managers for Davey Resource Group (DRG). Gail has over 27 years of industry experience, and has been with Davey for over 15 years—beginning with S&S Tree, a Davey Company, and joining DRG in 2019. She has worked in municipal, non-profit, and commercial sectors.

With her wealth of industry knowledge, Gail brings specific expertise in contract forestry projects, oak wilt management, general management and operations, and public education. As Area Manager with DRG, Gail is primarily responsible for business development, operational management, and staff supervision of a Minnesota-based team focused on Urban Forestry and Ecological Consulting. Gail's experience includes completing urban forest inventories, management plans, contract forestry, plant health care diagnosis, oak wilt management, tree preservation, operations and ordinance review. Additionally, she is skilled in using various technologies to improve efficiency for urban forestry projects, and participates in public education opportunities. She also completes tree risk assessments and i-Tree tree inventories.

Gail has a Master's degree in Forestry with Emphasis in Education and a Bachelor's degree in Urban Forestry, both from the University of Minnesota. She is a Board Certified Master Arborist and Municipal Specialist (#MN-0276BM) through the International Society of Arboriculture (ISA) and has an ISA Tree Risk Assessment Qualification. She is also a Certified Minnesota Pesticide Applicator (#MN20163825). Gail is a Minnesota Tree Inspector, Minnesota Certified Landscape Specialist, and Minnesota Pest Detector.

Jack Spadafore is an environmental technician with Davey Resource Group (DRG). He specializes in stormwater mitigation and tree inventories and has over six years of industry experience with tree inventories, tree pruning, aerial lift operation, and plant healthcare coordination. He is particularly skilled in tree pruning, and planting and chemical treatment for diseases and invasive insects.

Jack has experience working with private landowners and cities on tree inventories, such as a park tree inventory for the City of Inner Grove Heights, Minnesota. He also assisted with the Superior National Forest project, which included spraying invasive and noxious weeds.

Jack has a Bachelor of Science degree Forest Management from the University of Wisconsin-Stevens Point. He is a Certified Arborist (#MN-4765A) through the International Society of Arboriculture (ISA) and has an ISA Tree Risk Assessment Qualification. He is also a Certified Minnesota Pesticide Applicator (#20177428) through the Minnesota Department of Agriculture.

Kyle Schansberg joined Davey Resource Group (DRG) in 2022 as an inventory arborist in the Minnesota-St. Paul office. Bringing over four years of passion and relevant experience, Kyle conducts urban tree inventories, performs tree climbing, operates aerial-lift bucket trucks, operates small equipment, completes tree planting and maintenance, and implements integrated pest management techniques to combat common diseases and increase the health of trees.

Kyle previously worked for The Davey Tree Expert Company's Residential/Commercial (R/C) office out of South St. Paul as a climbing arborist and plant health care technician for about three years, gaining valuable experience in tree and shrub assessments, pruning, removal, and disease and pest mitigation.

Prior to joining Davey, Kyle worked for the cities of Minnetonka and Apple Valley as a certified tree inspector, where he developed a passion for combating diseases and pests to preserve urban forests and create a diverse landscape for future generations.

Kyle has a Bachelor of Science degree in Forest Science with a Certificate in Environmental Studies for University of Wisconsin-Madison. He is a Certified Arborist (#MN-4758A) through the International Society of Arboriculture (ISA) and has an ISA Tree Risk Assessment Qualification. He is also a Certified Pesticide Applicator in Minnesota (#20204207) and Wisconsin (#507559), and has a Class A Commercial Driver's License. Kyle is also a member of the International Society of Arboriculture and Forest Stewards Guild professional organizations.

Experience and Expertise

Davey Resource Group, Inc is the arboricultural and horticultural consulting subsidiary to The Davey Tree Expert Company. With extensive experience assisting private and commercial properties and other entities including municipalities and utilities, we work with asset managers around the country and provide customized solutions to managing and tracking vital environmental assets. Our urban forestry services have provided clients nationwide with the ability to accurately and sustainably manage their critical 'green' infrastructure.

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,



Gail Nozal
Area Manager
Davey Resource Group, Inc.
ISA Board Certified Master Arborist MN-0276BM
www.daveyresourcegroup.com

Authorization to Proceed

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

City of Shorewood

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title:

Date:

Article I. TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.

- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

Article II. LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

11/10/2023

Larry Brown
City of Shorewood
5775 Country Club Rd
Shorewood, MN 55331

RE: 2023 DRG Fee Schedule

Dear Larry,

The following are Davey Resource Group, Inc.'s "DRG" 2023 hourly rates that may be used for contracting staff. DRG also recommends budgeting for on-demand support, charged at a time and materials basis. The City will be provided an adjusted rate sheet annually for review and approval.

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The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,



Gail Nozal
Area Manager
Davey Resource Group, Inc.
ISA Board Certified Master Arborist MN-0276BM
www.daveyresourcegroup.com

Authorization to Proceed

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City of Shorewood

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title:

Date:

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- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
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- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
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Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual

inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION 23-026

**A RESOLUTION TO ACCEPT PROPOSAL FROM
DAVEY RESOURCE GROUP FOR
PROFESSIONAL ARBORIST SERVICES**

WHEREAS, the city has an ongoing need to have professional arborist services to assist in the proper management of the city's tree canopy and forestry resources; and

WHEREAS, Davey Resource Group, Inc. has successfully provided said services for the city previously; and

WHEREAS, staff has solicited an updated proposal for the year 2023; and

WHEREAS, Davey Resource Group has provided an updated service proposal and staff has reviewed said agreement and found it to be in order;

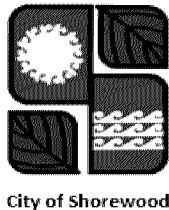
NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby accepts the proposal provided by Davey Resource Group, Inc. dated March 13th, 2023.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of March, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Approval of Sweeper Repair Estimate
Meeting Date: March 13, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Macqueen Sweeper Repair Estimate

2E
MEETING TYPE
Regular
Meeting

Background in Recommendation:

The City of Shorewood has one Elgin Pelican street sweeper to sweep city street, paved parking lots and other City facilities. All City street are swept twice per year to collect organic matter and other pollutants from entering the city's sewers, lakes and other bodies of water and improves vehicular and pedestrian safety. Street sweeping is a best management practice and is required as part of the city's Municipal Separate Storm Sewer System (MS4) permit.

The city's sweeper is unusable in its current state and service is required. Staff reviewed the first quote from Macqueen Equipment and have removed optional items and items that city staff can repair. The remainder of maintenance items have a cost of \$16,867.90 for parts, labor and pickup/delivery. Macqueen Equipment is the only vendor in the region that performs maintenance on Elgin sweepers.

Financial or Budget Considerations:

Adequate funds for equipment maintenance are available within:

- Storm Sewer Fund (631): \$2,500
- Public Works Fund (32): \$14,367.90

Action Requested:

Motion to authorize maintenance of the Elgin Pelican sweeper by Macqueen Equipment in the amount of \$16,867.90.

Attachments:

- Quote from Macqueen Equipment

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF SHOREWOOD
Attn Finance/Ap Dept
24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
Date 02/10/2023	Time 14:00:54 (O)	Page 1
Account No SHORE007	Phone No 9524743236	Est No 06 007561
Ship Via SHOP	Purchase Order PENDING	
Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

CHRIS 952-960-7914

***** Segment 01 *****

Stock #: C040211 NP PELICAN MS #: NP20029
Make: EL Model: PELICAN
Is to have the following work done

ANNUAL INSPECTION

ADDITIONAL DESCRIPTION:

COMPLETE ANNUAL INSPECTION

Authorization: _____ Labor: 973.50
Subtotal: 973.50

***** Segment 02 *****

PICK UP AND DELIVERY

ADDITIONAL DESCRIPTION:

PICK UP SWEEPER AND DELIVER

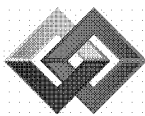
Authorization: _____ Labor: 701.25
Subtotal: 701.25

***** Segment 03 *****

EXTERIOR - DECLINED BY CUSTOMER

ADDITIONAL DESCRIPTION:

REPLACE RIGHT SIDE FRONT FENDER THAT IS CRACKED - DELCINED
REPLACE BOTHE SIDE PANELS WITH EASY ACCESS REMOVABLE PANELS
- DECLINED
REPLACE MISSING NO STEP DECALS ON GUTTER BROOM DISK -
DECLINED



MACQUEEN
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MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

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24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
Date 02/10/2023	Time 14:00:54 (O)	Page 2
Account No SHORE007	Phone No 9524743236	Est No 06 007561
Ship Via SHOP	Purchase Order PENDING	
Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

Authorization: _____

Subtotal: .00

***** Segment 04 *****

CAB - DECLINED LABOR - ALL PARTS IN CAB

ADDITIONAL DESCRIPTION:

*** PLACE ALL PARTS IN CAB PER CUSTOMER ***

REPLACE RIGHT SIDE INSIDE DOOR LATCH

REPLACE TRANSPORT MODE SWITCH (LIGHT BURNED OUT)

REPLACE RIGHT SIDE MIRROR THAT IS CRACKED

REPLACE MISSING WIPER SPRAYER PORT

REPLACE CABIN FILTER

Part#	Description	Qty	Price	Amount
7372383	PULL HNDL LA-RH	1		
7372368	COVER, RH HANDL	1		
1068452	RKR SW, ON-ON,	1		
	RKR SW, ON-ON, 12V			
1068377	MIRROR, WEST COA	1		
7372414	ADAPTER WET ARM	1		
	ADAPTER, WET ARM			
P113407	CABIN AIR FILTE	1		

Parts: 604.73

Authorization: _____

Subtotal: 604.73

***** Segment 05 *****

ENGINE - DECLINED LABROR - ALL PARTS IN CAB

ADDITIONAL DESCRIPTION:

**CUSTOMER DECLINED LABOR ALL PARTS IN CAB **

CHANGE OIL AND FILTER

CHANGE AIR FILTERS

CHANGE FUEL FILTERS

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Invoice To: CITY OF SHOREWOOD
Attn Finance/Ap Dept
24200 Smithtown Road
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Branch 01 - ST PAUL MN		
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		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

REPLACE LOWER FILTER HOUSING
CHANGE CRANK CASE BREATHER

Part#	Description	Qty	Price	Amount
RE504836	OIL FILTER	1		
P780522	AIR FILT PRIMAR	1		
P780523	AIR FLTR SECND	1		
P551435	Fuel Filter	1		
RE524724	FUEL FILTER H	1		
P551433	Pre-Fuel Filter	1		

Authorization: _____

Parts: 714.15
Subtotal: 714.15

***** Segment 06 *****

HYDRAULIC SYSTEM
ADDITIONAL DESCRIPTION:
CHANGE OIL AND FILTER

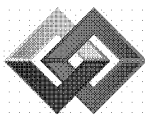
Part#	Description	Qty	Price	Amount
7970171	HYDRAULIC FILTE	1		
HYDRAULIC FILTER KIT				
HV68	TELLUS2VX68 HYD	35		

Authorization: _____

Parts: 1365.47
Labor: 330.00
Subtotal: 1695.47

***** Segment 07 *****

MAIN BROOM



MACQUEEN
EQUIPMENT



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MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

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Ship To: SAME AS BELOW

Invoice To: CITY OF SHOREWOOD
Attn Finance/Ap Dept
24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
Date 02/10/2023	Time 14:00:54 (O)	Page 4
Account No SHORE007	Phone No 9524743236	Est No 06 007561
Ship Via SHOP	Purchase Order PENDING	
Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

ADDITIONAL DESCRIPTION:

REPLACE LEFT SIDE BUSHINGS AND PIVOTS
REPLACE RIGHT SIDE BUSHINGS AND PIVOTS

Part#	Description	Qty	Price	Amount
1072837	SHAFT-MBRM PIVO	2		
	SHAFT-MBRM PIVOT			
1080447	BRG-POLYLUBE MR	2		
	BRG-POLYLUBE MRP 2.5			
1074573	WASHER-2.50 NYL	4		
	WASHER-2.50 NYLON			

Parts: 632.68
Labor: 825.00
Subtotal: 1457.68

Authorization: _____

***** Segment 08 *****

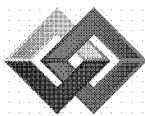
CONVEYOR

ADDITIONAL DESCRIPTION:

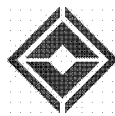
REPLACE CHAIN AND SPROCKET SET
REPLACE WORN BELT AND SPLICE PLATES
REPLACE DEFLECTORS
REPLACE EXTENSIONS
CLEAN OUT CONVEYOR FRAME TO INSPECT LOWER ROLLER BETTER
DIAGNOSE CONVEYOR RAISING ISSUE (TIME AND MATERIAL)

Part#	Description	Qty	Price	Amount
1122517	CHAIN, PELICAN	1		
1010370	CONV DRIVEN SPR	1		
	CONV DRIVEN SPROCKET*****			
1057699	SPKT-CONV DRIVE	1		
	SPROCKET-CONV DRV *****			

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Branch 01 - ST PAUL MN		
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Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
1009899	BELT SPLICE PLA	1		
	BELT SPLICE PLATE-S/P			
1082386	BELT-CHEVRON157	1		
	BELT-CHEVRON 157.0" NS,NP			
1075012	CONV DEF UP	2		
	CONV DEFL, UPPER RH			
1120678	CONV DEF LWR LH	1		
1120679	CONV DEF LWR RH	1		
1077482	DEFL-LWR DIRT	1		
	DEFLECTOR-LWR DIRT			

Parts: 2882.43
Labor: 2640.00
Subtotal: 5522.43

Authorization: _____

***** Segment 09 *****

SIDE BROOMS -LABOR DECLINED - PUT ALL PARTS IN CAB

ADDITIONAL DESCRIPTION:

** CUSTOMER DECLINED LABOR - PUT ALL PARTS IN CAB **

REPLACE RIGHT SIDE BROOM SEGEMNTS - DECLINED

REPLACE PIVOT PINS AND BUSHINGS

REPLACE LINK ARM PINS AND BUSHINGS

REPLACE ALL BRACKETS

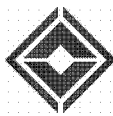
REPLACE RIGHT SIDE GUTTER BROOM CYLINDER LEAKING

Part#	Description	Qty	Price	Amount
1126690	WLDT-PIN	4		
1125124	AY SIDE BRM LNK	2		
1095960	BRG-MRP SEALED	8		
	BRG-MRP SEALED .75			
1059909	BEARING THRUST	4		

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Attn Finance/Ap Dept
24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
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Ship Via SHOP	Purchase Order PENDING	
Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
BEARING - THRUST				
1062782	SHAFT-PIVOT	2		
1109531	PIVOT S/BRM RH	1		
1111851	WLDT-CHANNEL MO	1		
1128103	CYL AY HYD1.5X6	1		

Authorization: _____

Parts: 2709.34
Subtotal: 2709.34

***** Segment 10 *****

DIRT SHOES

ADDITIONAL DESCRIPTION:

REPLACE BOTH BENT DIRT SHOES

REPLACE BOTH BALANCE SPRINGS

Part#	Description	Qty	Price	Amount
1095994	AY-DIRT SHE, RH	1		
AY-DIRT SHOE, RH				
1095995	AY-DIRT SHE, LH	1		
AY-DIRT SHOE, LH ASSY				
1109540	SPRING-DIRTSHOE	2		
1109539	ANCHOR SHACKLE	2		

Authorization: _____

Parts: 1331.49
Labor: 330.00
Subtotal: 1661.49

***** Segment 11 *****

WATER SYSTEM - LABOR DELINED - PUT PARTS IN CAB

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Attn Finance/Ap Dept
24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
Date 02/10/2023	Time 14:00:54 (O)	Page 7
Account No SHORE007	Phone No 9524743236	Est No 06 007561
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Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

SERVICE ESTIMATE - NOT AN INVOICE

ADDITIONAL DESCRIPTION:

** LABOR DECLINED PUT PARTS IN CAB **
REPLACE WATER SIGHT GAUGE
REPLACE RIGHT SIDE INNER SPRAY TIP
REPLACE LEAKING FILL HOSE
REPLACE FILTER

Part#	Description	Qty	Price	Amount
1088151	WTR TNK GAUGEKT	1		
1040011	NOZ FL 80DEG.5	1		
	NOZ,FL,80DEG,.50,BR *****			
1032481	FILL HOSE 16'8"	1		
	FILL HOSE 16' 8" *****			
1025993	WATER FLTR HSG	1		
	WATER FILTER HSG W/HEAD			

Authorization: _____

Parts: 399.32
Subtotal: 399.32

***** Segment 12 *****

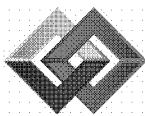
HOPPER - DECLINED LABOR -PUT ALL PARTS IN CAB

ADDITIONAL DESCRIPTION:

** LABOR DECLINED PUT PARTS IN CAB **
REPLACE WEAR PADS
REPLACE ALL SEALS
REPLACE BROKEN SEAL BRACKET WHERE HOPPER TO WATER TANK MEETS

Part#	Description	Qty	Price	Amount
1079449	CONVEYOR BUMPER	2		
1075635	PAD-HOPPER-REST	2		
1081230	PAD-HOPPER WEAR	2		
1010147	PELICAN BUMPER	2		

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St Paul, MN 55106

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Attn Finance/Ap Dept
24200 Smithtown Road
Shorewood MN 55331

Attention: CHRIS HEITZ

Branch 01 - ST PAUL MN		
Date 02/10/2023	Time 14:00:54 (O)	Page 8
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Tax ID No		
		Salesperson 160

QUOTE EXPIRY DATE: 02/23/2023

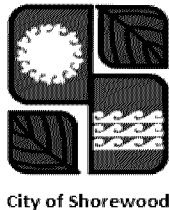
SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
PELICAN BUMPER PAD				
4901906	DOOR SEAL #1494	2		
DOOR SEAL #1494 SCHLEGEL				
1128193	SEAL-HOPPER TOP	1		
1093360	FLAP-HOPPER CLO	2		
FLAP-HOPPER CLOSURE				
1080330	CLMP-HOPP SEAL	1		

Authorization: _____

Parts: 428.54
Subtotal: 428.54

Parts: 11068.15
Labor: 5799.75
TOTAL: 16867.90



City Council Meeting Item

Title/Subject: Accept Quote and Award Contract for Toro Mower
Meeting Date: March 13, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Capital Improvement Plan Excerpt
Tri-State Bobcat Mower Quote

2F
MEETING TYPE
Regular
Meeting

Background in Recommendation:

The 2023 Capital Improvement Plan (CIP) equipment replacement fund has an amount of \$46,500 for a wide deck mower. Attachment 1 is an excerpt from the 2023 CIP. The quote from Tri-State Bobcat was obtained through the State of Minnesota's Cooperative Purchasing Venture (CPV) which allows government agencies to purchase goods under state contracts. State contract Turf Management Equipment (T-775). Attachment 2 is the quote from Tri-State Bobcat.

The city does not currently have a wide deck mower. The purchase is the Toro 7500-D Master lawn mower with the ability to cut 96" wide will allow public works staff to be more efficient and effective while cutting the large open spaces in city parks.

Financial or Budget Considerations:

Adequate funding exists in the 2023 CIP – 403 Equipment Replacement Fund (item 084) in the amount of \$46,500. The quote of \$44,488.02 is below budget.

Action Requested:

Motion to approve the purchase of a 2023 Toro 7500-D Z-Master lawnmower in the amount of \$44,488.02.

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

Source	#	Priority	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
South Shore Park Reconstruction Project	P0791	n/a						90,000					90,000
402 - Park Improvements Total			400,000		160,000	45,000	150,000	240,000		268,000	250,000		1,513,000
403 - Equipment Replacement Fund													
Dump Truck - Freightliner	004	n/a							254,400				254,400
Dump Truck - Freightliner	005	n/a								270,200			270,200
MultiOne Articulated Tractor	006	n/a									90,200		90,200
Pickup - 4 x 4 Ford F250 (LFS)	010	n/a						47,900					47,900
Pickup - 4 x 4 Ford F150 (DPW)	011	n/a							46,500				46,500
Pickup - 4x4 Ford F150 (Bldg Off when arrive)	025	n/a	32,800									56,600	89,400
Loader - Cat 930H	066	n/a				224,300							224,300
Mower - Toro Z 72098 Wing Mower 96"	075	n/a	46,500								75,400		121,900
Mower - Toro Groundsmaster 7210	084	n/a		32,200							49,200		81,400
Pickup - 4 x 4 Ford F350 (On Loan Bldg Off)	090	n/a	37,400									64,400	101,800
Truck - Ford 550 One Ton Dump Truck	091	n/a			97,000								97,000
Mower - Toro Groundsmaster 7210	091b	n/a				36,400							36,400
Dump Truck - Freightliner	092	n/a			199,700							304,600	504,300
Roller - Cat CB14XW	096	n/a									65,600		65,600
Skid Steer - Case SV185	097	n/a	52,500									90,500	143,000
Dump Truck - Freightliner	098	n/a					225,400						225,400
Pelican Street Sweeper	099	n/a		204,000									204,000
Attach Skid Steer - Blower	A03	n/a				10,900					14,800		25,700
Attach Skid Steer - snow bucket	A06	n/a								8,500			8,500
Attach MultiOne - blower	A06	n/a									10,300		10,300
Attach MultiOne - snow broom	A11	n/a									14,800		14,800
High flow cold planer skid steer	A14	n/a	31,300										31,300
Color Copier Replacement	T-13-03	n/a	13,000				14,000				15,000		42,000
800 Mhz Radio Replacement	T-19-01	n/a					36,000						36,000
Computer Upgrades	T-99-99	n/a	10,300	10,600	10,900	11,200	11,500	11,800	12,100	12,400	12,700	13,000	116,500
403 - Equipment Replacement Fund Total			223,800	246,800	307,600	282,800	286,900	59,700	313,000	291,200	348,000	529,100	2,888,900
404 - Street Reconstruction Fund													
Chip Seal/Replay/Crack Seal	LR-99-999	n/a	300,000	305,000	310,000	315,000	320,000	325,000	330,000	335,000	340,000	345,000	3,225,000
Mill & Overlay and Striping	LR-99-100	n/a		561,800	595,508		802,935		751,815		844,739		3,556,797

Friday, December 16, 2022



SALES • SERVICE • RENTALS • PARTS

www.tristatebobcat.com

Ship To: CITY OF SHOREWOOD PUBLIC WORKS
24200 SMITHTOWN ROAD
SHOREWOOD, MN 55331
952-960-7914/CHRIS HEITZ

Invoice To: MTI DISTRIBUTING
4830 AZELIA AVE N STE 100
BROOKLYN CENTER MN 55429-3836

BURNSVILLE
1200 Highway 13 E
Burnsville, MN 55337
(952) 894-0894
(877) 262-2284

LITTLE CANADA
71 Minnesota Avenue
Little Canada, MN 55117
(651) 407-3727
(877) 331-0295

HUDSON
588 Outpost Circle
Hudson, WI 54016
(715) 531-0801
(866) 268-2418

Branch			
01 - Burnsville			
Date	Time	Page	
02/15/2023	12:58:59 (O)	1	
Account No.	Phone No.	Invoice No.	
38330	7635925600	011379	
Ship Via		Purchase Order	
		Salesperson	
		DCA	

EQUIPMENT QUOTE • NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/31/2023 Amount

Stock #: ? Serial #: 44488.02

1.) New 2023 Toro 7500-D "Bat-Wing" Z Master

Model #72098.....MSRP: \$62,221.00

*37.0 HP Tier 4 Yanmar 3TNV88C-DTR5 Liquid Cooled Diesel

*Horizon Technology Regeneration/Digital Report Center

*96-inch Overall Cutting Width

*Straight Shaft off Engine to Cutting Deck

*48-inch Mid Rear Discharge 7 Gauge Turbo Force Deck

*Two 24-inch Wing RD Hydraulic Lift Turbo Force Decks

*Wing Flex Cut: 20 Degrees Up/15 Degrees Down

*17.84 Cu. In. Hydro Gear HGM-H Wheel Motors

*18cc Kanzaki KPS-18T Pumps

*Deluxe Suspension Seat/ROPS

*Fuel Capacity: 12.5 Gallons/Twin Tanks

*Mulch Kit Included: Part #135-2449

*****7500-D WARRANTIES*****

*5 Year 2000 Hr. Unit Warranty(First Two Years No Hr Limit)

*3 Year 2000 Hr Engine Warranty(First Two Years No Hr Limit)

*Battery Pro-Rated Over One Year

*Does Not Cover Fuel Or Wear Issues

*****WITH INDUSTRY LEADING SERVICE CHANGE INTERVALS*****

*200 Hour Initial; 800 Hour Transmission

*200 Hour Initial; 400 Hour Engine

*200 Hour Initial; 400 Hour Gear Box

Authorization: _____

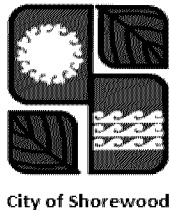
CHRIS HEITZ

CITY OF SHOREWOOD PUBLIC WORKS

*MTI STATE CONTRACT NUMBER #.....

Subtotal: 44488.02

Quote Total: 44488.02



City Council Meeting Item

Title/Subject: Accept Quote and Award Contract for Caterpillar Skid steer, Cold Planer and Attachments
Meeting Date: March 13, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: 2023 Capital Improvement Plan – 403 Equipment Replacement Fund
Ziegler Quote

Background in Recommendation:

The 2023 Capital Improvement Plan (CIP) equipment replacement fund has an amount of \$52,500 for the replacement of a Case SV185 skid steer and \$31,300 for a high flow cold planer. The Case skid steer was purchased by the city in 2012. Its condition has deteriorated over the past few years, it requires significant maintenance on a regular basis and it is in need of replacement.

The quote for the skid steer, cold planer and attachments from Ziegler were obtained through the State of Minnesota's Cooperative Purchasing Venture (CPV) which allows government agencies to purchase goods under state contracts. State contract Skid steer and Attachments (T-631).

The City's lone skid steer is a heavily used piece of equipment utilized in snow removal of trails, sidewalks and parking lots, material loading/unloading, debris removal and other miscellaneous operations. The 18" cold planer would be a new piece of equipment that public works staff would utilize to:

- better restore pavements for utility and water main break,
- grind out and patch heavily potholed areas, and
- improve other pavement areas in need of more significant repairs.

As part of the purchase of the new Caterpillar skid steer, the City would receive \$18,000 in trade-in allowance for the Case skid steer from Ziegler. Public works plans to utilize the trade-in allowance to purchase a snow blower attachment, snow pushing bucket and light material bucket. These three additional attachments would help public works be more efficient and effective removing snow from parking lots, cul-de-sacs and the growing pedestrian infrastructure in Shorewood.

Financial or Budget Considerations:

Adequate funding exists in the 2023 CIP - 403 Equipment Replacement Fund (items 097 and A14) in the amount of \$83,800. The total quote, including trade allowance and all attachments, of \$81,236.87 is below budget.

Action Requested:

Motion to approve the purchase of a Caterpillar 242D3 skid steer; the purchase of 18" cold planer; and, using the trade-in allowance, the purchase of snow blower attachment, snow pushing bucket and light material bucket in the amount of \$81,236.87.

Attachments:

- 2023 CIP - 403 Equipment Replacement Fund
- Ziegler Quote

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Source	#	Priority	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
South Shore Park Reconstruction Project	P0701	n/a						90,000					90,000
402 - Park Improvements Total			400,000		160,000	45,000	150,000	240,000		268,000	250,000		1,513,000
403 - Equipment Replacement Fund													
Dump Truck - Freightliner	004	n/a							254,400				254,400
Dump Truck - Freightliner	005	n/a								270,200			270,200
MultiOne Articulated Tractor	006	n/a									90,200		90,200
Pickup - 4 x 4 Ford F250 (LFS)	010	n/a						47,900					47,900
Pickup - 4 x 4 Ford F150 (DPW)	011	n/a							46,500				46,500
Pickup - 4x4 Ford F150 (Bldg Off when arrive)	025	n/a	32,800									56,600	89,400
Loader - Cat 930H	056	n/a				224,300							224,300
Mower - Toro Z 72098 Wing Mower 96"	075	n/a	46,500								75,400		121,900
Mower - Toro Groundsmaster 7210	084	n/a		32,200							49,200		81,400
Pickup - 4 x 4 Ford F350 (On Loan Bldg Off)	090	n/a	37,400									64,400	101,800
Truck - Ford 550 One Ton Dump Truck	091	n/a			97,000								97,000
Mower - Toro Groundsmaster 7210	091b	n/a				36,400							36,400
Dump Truck - Freightliner	092	n/a			199,700							304,600	504,300
Roller - Cat CB14XW	096	n/a									65,600		65,600
Skid Steer - Case SV185	097	n/a	52,500									90,500	143,000
Dump Truck - Freightliner	098	n/a					225,400						225,400
Pelican Street Sweeper	099	n/a		204,000									204,000
Attach Skid Steer - Blower	A03	n/a				10,900					14,800		25,700
Attach Skid Steer - snow bucket	A08	n/a								8,600			8,600
Attach MultiOne - blower	A09	n/a									10,300		10,300
Attach MultiOne - snow broom	A11	n/a									14,800		14,800
High flow cold planer skid steer	A14	n/a	31,300										31,300
Color Copier Replacement	T-13-03	n/a	13,000				14,000				15,000		42,000
800 Mhz Radio Replacement	T-19-01	n/a					36,000						36,000
Computer Upgrades	T-99-99	n/a	10,300	10,600	10,900	11,200	11,500	11,800	12,100	12,400	12,700	13,000	116,500
403 - Equipment Replacement Fund Total			223,800	246,800	307,600	282,800	286,900	59,700	313,000	291,200	348,000	529,100	2,888,900
404 - Street Reconstruction Fund													
Chip Seal/Replay/Crack Seal	LR-99-099	n/a	300,000	305,000	310,000	315,000	320,000	325,000	330,000	335,000	340,000	345,000	3,225,000
Mill & Overlay and Striping	LR-99-100	n/a		561,800	595,508		802,935		751,815		844,739		3,556,797

Ziegler Inc.



200195-01

Feb 27, 2023

CITY OF SHOREWOOD
5755 COUNTRY CLUB RD
EXCELSIOR, MN 55331-8926

Dear Chris Heitz,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 242D3 Skid Steer Loaders

MN STATE CONTRACT NUMBER: 221986

RELEASE NUMBER: L-631 (5)

VALID UNTIL: 12/31/2023

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Dillon Kelly
Territory Manager

Caterpillar Model: 242D3 Skid Steer Loaders

Standard Equipment

POWERTRAIN

S-O-S sampling valve, hydraulic oil cooler (side-by-side)
Spring applied, hydraulically released,

HYDRAULICS

ISO or H pattern controls:

POWERTRAIN

CAT C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
Air cleaner, dual element, radial seal
Filter, cartridge type, hydraulic
-Electric fuel priming pump

HYDRAULICS

Electro/hydraulic hydrostatic

OPERATOR ENVIRONMENT

Ergonomic contoured armrest
Adjustable joystick controls

HYDRAULICS

transmission control

ELECTRICAL

12 volt electrical system
80 ampere alternator
Ignition key start / stop / aux switch
Lights:

-LED work lights (2 front, 2 rear)

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation

OTHER STANDARD EQUIPMENT

Radiator expansion bottle
Cat ToughGuard TM hose

OPERATOR ENVIRONMENT

-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button keypad

FOPS, Level I

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Coupler, mechanical
Hydraulic oil level sight gauge
Radiator coolant level sight gauge

parking brakes
Hydrostatic transmission
Four wheel chain drive

Electro/hydraulic implement control

-Glow plugs starting aid
Filters, canister type, fuel
and water separator
Radiator / hydraulic oil
-Liquid cooled, direct injection

Control interlock system, when operator

-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
leaves seat or armrest raised:

Heavy duty flat faced quick disconnects

Top and rear Windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

Belly pan cleanout
Support, lift arm
Rear bumper, welded

Split D-ring to route work tool hoses
along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

with integrated pressure release

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
512-4242	242D3 SKID STEER LOADER	\$53,323.98
	Available for AM-N and Puerto Rico	
	LANE 2 - AVAILABLE FROM CAMPO LARGO FACTORY.	
	LANE 3 - AVAILABLE FROM CAMPO LARGO FACTORY.	
	Meets U.S. EPA Tier 4 Final emission standards	
185-8667	TIRES, 12/16.5 CAT 10PR	\$966.67
345-3556	HEATER, ENGINE COOLANT, 120V	\$240.00
356-6082	REAR LIGHTS	\$0.00
512-3759	INSTRUCTIONS, ANSI, USA	\$0.00
542-6994	SEAT BELT, 2"	\$0.00
560-7824	BATTERY,HD,DISCONNECT, 850 CCA	\$155.24
563-1163	CERTIFICATION ARR, P65	\$0.00
568-4637	RIDE CONTROL, NONE	\$0.00
573-8121	PRODUCT LINK, CELLULAR PL641	\$575.24
588-9079	CAB PACKAGE, ULTRA	\$17,914.34
539-8616	DOOR, CAB, POLYCARBONATE	\$261.91
	TOTAL LIST PRICE	\$73,437.38
	TOTAL CORPORATE DISCOUNT (20.8% OF LIST)	(\$15,274.97)
	TOTAL CONFIGURED PRICE	\$58,162.40
0P-9003	LANE 3 ORDER	\$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
0P-0210	PACK, DOMESTIC TRUCK	\$0.00
0P-2266	SHIPPING/STORAGE PROTECTION	\$253.33
	TOTAL NET ITEMS	\$253.33
5.6.25	5 YEAR / 3,000 HOUR PREMIER WARRANTY	\$1,780.00
279-5373	BUCKET-GP, 74", BOCE	\$1,680.00
	TOTAL POST FACTORY ITEMS	\$1,680.00
	TOTAL MACHINE SELL PRICE	\$60,095.74

SELL PRICE	\$61,875.74
ADD: CATERPILLAR PC305 COLD PLANER (529-5780)	\$20,427.15
ADD: CATERPILLAR SR318 73" SNOW BLOWER (546-4509)	\$10,450.28
ADD: CATERPILLAR 10' SNOW PUSHER WITH STEEL EDGE (479-8096)	\$4,537.50
ADD: CATERPILLAR 74" LIGH MATERIAL BUCKET (279-5420)	\$1,696.20
ADD: FREIGHT	\$250.00
<u>LESS TRADE ALLOWANCE (S/N: NCM443884)</u>	<u>(\$18,000.00)</u>
BALANCE	\$81,236.87

TRADE-INS

Model	Make	Serial Number	Trade Allowance
SV185	Case	NCM443884	\$18,000.00

WARRANTY

Standard Warranty: 5 YEAR / 3,000 HOUR PREMIER WARRANTY

F.O.B/TERMS: MINNEAPOLIS

Accepted by _____ on _____

Signature



City of Shorewood Council Meeting Item

Title/Subject: **Metropolitan Council Environmental Services 2020 I/I Grant Program Participation**
Meeting Date: Monday, March 13, 2023
Prepared by: Matt Bauman, Assistant City Engineer
Reviewed by: Matt Morreim, Director of Public Works
Attachments: **Resolution**

Background:

The City of Shorewood sanitary sewer flow is ultimately served by the Metropolitan Council Environmental Services (MCES). MCES conducts a grant program to reimburse cities biannually for combatting Inflow and Infiltration (I/I). Staff submitted a preliminary work proposal for the 2020 grant program participation and was subsequently approved.

Work was completed as part of the Glen Road, Amlee Road and Manitou Lane Street Improvement project and 2022 Lift Station 7, 9 and 10 Rehabilitation Projects that qualifies for the grant program.

Financial Considerations:

The final amount of reimbursement is dependent upon all submissions MCES receives. The program typically reimburses qualifying work at 25% to 50% of the cost of work completed, depending on the type of work. The maximum reimbursement to the City is capped at \$50,000.

The funds will be reimbursed to the Sanitary Sewer Fund.

Action Requested:

Staff recommends that the Council approve the Resolution as submitted that approves 2020 I/I Grant Program Fund Reimbursement Participation from Metropolitan Council Environmental Services.

Connection to Vision/Mission:

Consistency in providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION 23-027

**RESOLUTION APPROVING 2020 I/I GRANT PROGRAM FUNDS REIMBURSEMENT
PARTICIPATION FROM METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES**

WHEREAS, the Metropolitan Council Environmental Services (MCES) has identified the City as one of the many metro cities having excessive stormwater and groundwater, commonly referred to as Inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of I&I, MCES is offering a grant program with provisions for future distribution of available funding until the total of \$5,000,000.00 for the State of Minnesota has been expended on I&I reduction measures with a maximum allocation of \$50,000 per city; and

WHEREAS, the City completed improvements as part of the Lift Station 7, 9 & 10 Rehabilitation Project that rehabilitated the public sewer system and are qualifying reduction measures; and

WHEREAS, the City completed improvements as part of the Glen Road, Amlee Road, Manitou Lane Street Improvement Project that rehabilitated the public sewer system and are qualifying reduction measures.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shorewood, Minnesota as follows:

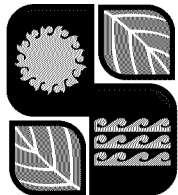
1. The city clerk with the assistance of the city engineer (consulting engineer), shall forthwith calculate eligible reimbursement funding amounts, prepare the final grant agreement and provide any other project related expenses and receipts as required to participate in the grant funding with MCES.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of March 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: Approve Permanent Appointment of Ryan Brant
Meeting Date: March 13, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Matt Morreim, Public Works Director
Attachments: None

Item 21

Policy Consideration: Pursuant to Shorewood Personnel Policy Section 3.08 *All new, rehired, promoted or reassigned employees shall complete a six (6) month probationary period upon assuming their new positions. This period shall be used to observe the employee's work habits and ability to perform the work they are required to do.*

Background: On September 19, 2022, Ryan Brant began his employment with the City of Shorewood as a Light Equipment Operator (LEO) with the Public Works department. Ryan has proved to be a valuable member of the team and has already made positive contributions in his first six months of employment. Ryan is professional and gets along well with team members. He exudes the City's core values of *Respect, Integrity, Communication, Positive Attitude, Team Work, and Responsiveness* in all he does. Ryan has been fully successful in his work responsibilities and has met or exceeded many of the City's expectations in his first six months of employment. He is being recommended for permanent appointment in the capacity of Light Equipment Operator for the City of Shorewood.

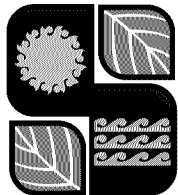
Financial Considerations: As delineated below.

Action Requested: Staff respectfully recommends the city council approve Ryan Brant's permanent appointment and non-exempt hourly rate be advanced from the AFSCME "Start" rate of \$28.59 to the "After 6 Months" rate of \$29.63 per hour at the completion of his 6-month anniversary which will become effective on March 19, 2023 and upon approval of his permanent appointment based on his excellent performance to date and his demonstration of the City's desired core values and attributes.

Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



City of Shorewood

City Council Meeting Item

Title/Subject: Approve Permanent Appointment of Todd Roden
Meeting Date: March 13, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Matt Morreim, Public Works Director
Attachments: None

Item 2J

Policy Consideration: Pursuant to Shorewood Personnel Policy Section 3.08 *All new, rehired, promoted or reassigned employees shall complete a six (6) month probationary period upon assuming their new positions. This period shall be used to observe the employee's work habits and ability to perform the work they are required to do.*

Background: On September 26, 2022, Todd Roden began his employment with the City of Shorewood as a Light Equipment Operator (LEO) with the Public Works department. Todd has proved to be a valuable member of the team and has made positive contributions in his first six months of employment. Todd is professional and gets along well with team members. Todd is a good example of the City's core values of *Respect, Integrity, Communication, Positive Attitude, Team Work, and Responsiveness* in all he does. Todd has been fully successful in his work responsibilities and has met or exceeded many of the City's expectations in his first six months of employment. He is being recommended for permanent appointment in the capacity of Light Equipment Operator for the City of Shorewood.

Financial Considerations: As delineated below.

Action Requested: Staff respectfully recommends the city council approve Todd Roden's permanent appointment and non-exempt hourly rate be advanced from the AFSCME "After one year" rate of \$30.67 to the "After 2 Years" rate of \$31.75 per hour at the completion of his 6-month anniversary which will become effective on March 26, 2023 and upon approval of his permanent appointment based on his excellent performance to date and his demonstration of the City's desired core values and attributes.

Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



City of Shorewood Council Meeting Item

Title/Subject: **Approve Plans and Specifications and Authorize Advertisement for Bids for Lift Station 11 Rehabilitation Projects, City Project 22-07**

Meeting Date: Monday, March 13, 2023

Prepared by: Matt Bauman, Assistant City Engineer

Reviewed by: Matt Morreim, Director of Public Works

Attachments: **Capital Improvement Plan Excerpt
Site Location Map
Plans and Specifications
Resolution**

Background in Recommendation:

Lift Station (aka wastewater pumping station) 11, located at 20465 Radisson Road is listed in the 2023 Capital Improvement Program (CIP) for rehabilitation. The city has been rehabilitating its aging lift stations over the past several years. Lift Station 11 is the last planned update in the CIP.

Items under consideration for this agenda item include:

- Approval of Final Plans, Specifications and Estimate for the Lift Station 11 Rehabilitation Project.
- Authorize Advertisement for Bids.

Our current practice with lift station projects has been to purchase directly, from a trusted vendor, critical components. This typically includes control panels, circuitry, pumps and hardware. This allows the city to have uniformity across all the lift stations, minimizes the spare parts that are warehoused, and standardizes operations for employees. This is especially important during failures and emergencies. The recommended quote will be presented at the same time as awarding the bids.

It is noteworthy that if the projects move forward, the unsightly green “check valve vaults” that exist at the present sites will be replaced with flush mounted access hatches. This will improve the aesthetics of the site dramatically.

The following schedule is anticipated for this project:

- March – Post plans for bidding
- April – Open bids, award project and order pumps, control panels and accessories
- August through October/potentially Spring 2024 – Construction

Financial or Budget Considerations:

The lift station rehabilitation project will be funded from the 2023 CIP – 611 Sanitary Sewer Fund (item SS-13-01). The total project cost for Lift Station 11 is \$450,000.

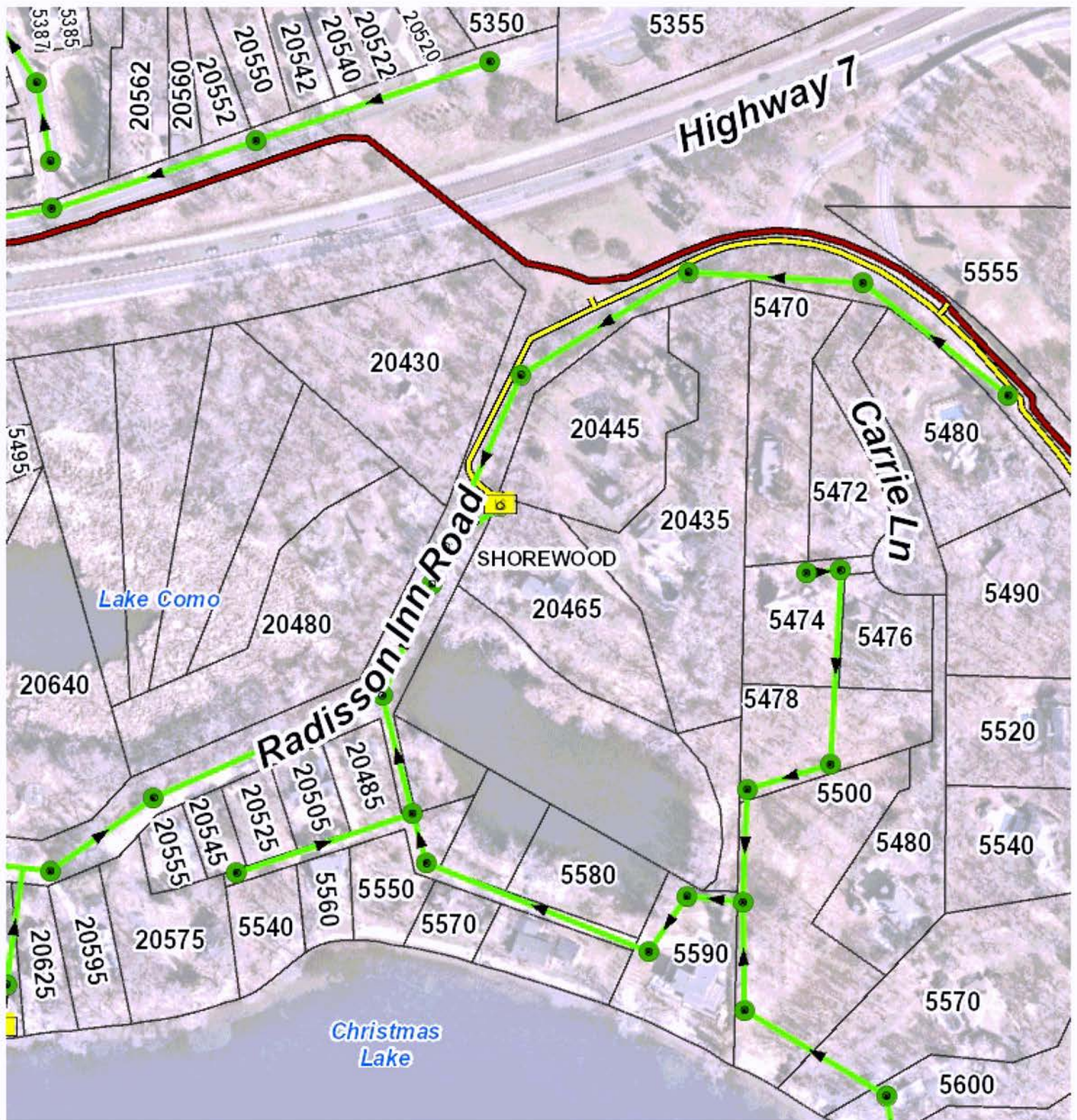
Action Requested:

Motion to adopt the Resolution as submitted that approves the Plans, Specifications for the Lift Station 11 Rehabilitation Project, and proceed with bidding the project.

Link to Plans and Specifications:

https://cms7.revize.com/revize/shorewoodmn/services/lift_station_rehab_2021.php

Source	#	Priority	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Rebuild Well Pump Badger VT Well	W-21-02	n/a						35,000					35,000
Rebuild Well Pump Boulder Bridge VT Well	W-22-02	n/a					35,000						35,000
Rebuild Well Pump Amesbury Submersible Well	W-23-01	n/a	30,000						36,000				66,000
Badger Park Watermain	W-23-02	n/a	63,600										63,600
Replace valves SE area filter plant w/ cotrols	W-23-03	n/a	67,200										67,200
Water Meter Replacement Project	W-23-04	n/a	30,000	30,000	30,000	30,000	35,000	35,000	35,000	35,000	35,000	35,000	330,000
Rebuild Well Pump Boulder Bridge Submersible Well	W-24-01	n/a		30,000									30,000
East Water Tower Paint & Reconditioning	W-24-02	n/a		380,000									380,000
Replace VFD SE Area Well	W-24-03	n/a		10,000									10,000
Replace VFD Badger Well	W-26-01	n/a				12,000							12,000
Watermain Reconstruction Activity	W-99-01	n/a	100,000	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000	1,225,000
601 - Water Fund Total			2,302,920	555,000	3,716,270	182,000	1,374,464	296,250	952,815	170,000	1,197,135	180,000	10,926,854
611 - Sanitary Sewer Fund													
Truck - Ford 550 w/crane, Utility Truck 50%	007	n/a						101,250					101,250
Lift Station 11 Rehab - 20465 Radisson Rd.	SS-13-01	n/a	450,000										450,000
CIP Sewer Repairs Assoc with Roadway Reconstr	SS-99-01	n/a	50,000	51,500	53,000	54,500	56,000	57,500	59,000	60,500	62,000	63,500	567,500
Televising & Cleaning	SS-99-02	n/a	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
Sewer Additional	SS-99-04	n/a	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	34,000	295,000
Infiltration and Inflow Reduction	SS-99-05	n/a	80,000	82,500	85,000	87,500	90,000	92,500	95,000	97,500	100,000	102,500	912,500
Edgewood Rd reclaim	ST-21-01	n/a									295,659		295,659
Strawberry Court reclaim	ST-22-01	n/a	10,161										10,161
Peach Circle reconstruction	ST-22-02	n/a	6,734										6,734
Strawberry Ln reconstruction	ST-23-01	n/a	126,974										126,974
Grant Lorenz Rd reclaim	ST-23-02	n/a							175,925				175,925
Eureka Rd N Reclaim	ST-23-03	n/a			139,349								139,349
Vine Ridge Road Watermain	ST-23-05	n/a			53,596								53,596
Birch Bluff Rd reconstruction	ST-23-99	n/a	235,320										235,320
Noble Rd recon	ST-24-01	n/a					234,189						234,189
611 - Sanitary Sewer Fund Total			1,014,189	190,000	387,945	200,000	439,189	311,250	390,925	220,000	520,659	230,000	3,904,157



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Shorewood is not responsible for any inaccuracies herein contained.

© Bolton & Menk, Inc - Web GIS 3/7/2023 7:54 AM



**ATTACHMENT 2
LIFT STATION 11
20465 RADISSON RD**

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION 23-028

**A RESOLUTION APPROVING PLANS & SPECIFICATIONS AND AUTHORIZE
BIDDING FOR THE LIFT STATION 11 REHABILITATION PROJECT
CITY PROJECTS 22-07**

WHEREAS, the City of Shorewood approved the 2022 Capital Improvement Plan which includes the Lift Station 11, Radisson Road, City Project 22-07; and

WHEREAS, the proposed improvements will help to maintain and extend the longevity of the sanitary sewer system; and

WHEREAS, the project will be funded through the Sanitary Fund, and

NOW THEREFORE, BE IT RESOLVED:

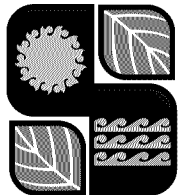
1. That the City Council of the City of Shorewood hereby approves the Final Plans & Specifications and authorizes advertisement for bids for the 2023 Lift Station 11 Rehabilitation project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of March 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Work Session Item

Title/Subject: Lake Minnetonka Communications Commission (LMCC) Appointment
Meeting Date: March 13, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attached: Resolution

Item 8A

Policy Consideration: The Shorewood City Council appoints representatives to various boards and commissions throughout the community on behalf of Shorewood residents and the city council. These representatives represent the Shorewood community's interest on these various boards. Lake Minnetonka Communications Commission is one such board that serves local cities in the surrounding area including Shorewood.

Lake Minnetonka Communications Commission (LMCC) is an agency formed by a Joint Powers Agreement between 11 area communities, whose purpose is to oversee the franchise agreement with the cable operator, currently Mediacom, and to promote awareness and use of community television. The Commission is composed of twenty-two members: two representatives from each of the eleven communities. The Full Commission meets on the second Thursday of the month, four times per year. The Executive Committee, elected annually, meets by request. LMCC meets monthly to hear subscriber reports, handle compliance issues and subscriber complaints. The Commission also advises cities on communication services that may be available to residents. The Commission and its staff provide the residents they serve an opportunity to communicate with their area neighbors through the medium of community television.

Background: The City Council conducted interviews on March 13, 2023. The Council hereby recommends the following appointment for the Term beginning March 1, 2023 and ending February 29, 2024:

Lake Minnetonka Communications Commission (LMCC)

Financial or Budget Considerations: None

Action Requested: For passage of this appointment a resolution has been prepared and is attached. Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

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CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 23-029

A RESOLUTION MAKING AN APPOINTMENT TO THE
LAKE MINNETONKA COMMUNICATIONS COMMISSION (LMCC)

WHEREAS, the City has several boards and commissions that it routinely appoints residents to represent the city on; and

WHEREAS, the City advertised for applicants for openings on various boards and commissions; and

WHEREAS, the candidates were interviewed by the City Council at a work session on March 13, 2023; and

WHEREAS, the City Council recommends appointing the following individual to fill the Lake Minnetonka Communications Commission (LMCC) seat:

Lake Minnetonka Communications Commission (LMCC):

_____ Term: March 1, 2023 to February 29, 2024

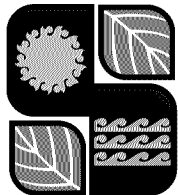
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the Council approves the appointment as recommended.

Adopted by the City Council of Shorewood, Minnesota this 13th day of March 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Work Session Item

Title/Subject: Lake Minnetonka Conservation District (LMCD) Appointment
Meeting Date: March 13, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attached: Resolution

Item 8B

Policy Consideration: The Shorewood City Council appoints representatives to various boards and commissions throughout the community on behalf of Shorewood residents and the city council. These representatives represent the Shorewood community's interest on these various boards. Lake Minnetonka Communications Commission is one such board that serves local cities in the surrounding area including Shorewood.

Lake Minnetonka Conservation District (LMCD) brings together 14 cities, two counties, and many state and local agencies to protect, preserve, and enhance Lake Minnetonka's environment, economy, and vitality. LMCD believes that Lake Minnetonka is a unique asset and requires unique governance. LMCD represents the many stakeholders who care about enjoyment of the lake today while preserving it for many generations to come.

Background: The City Council conducted interviews on March 13, 2023. The Council hereby recommends the following appointment for the Term beginning February 1, 2023 and ending January 31, 2026:

Lake Minnetonka Conservation District (LMCD)

Financial or Budget Considerations: None

Action Requested: For passage of this appointment a resolution has been prepared and is attached. Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION 23-030

**A RESOLUTION MAKING AN APPOINTMENT TO THE
LAKE MINNETONKA CONSERVATION DISTRICT (LMCD)**

WHEREAS, the City has several boards and commissions that it routinely appoints residents to represent the city on; and

WHEREAS, the City advertised for applicants for openings on various boards and commissions; and

WHEREAS, the candidates were interviewed by the City Council at a work session on March 13, 2023; and

WHEREAS, the City Council recommends appointing the following individual to fill the Lake Minnetonka Conservation District (LMCD) seat:

Lake Minnetonka Conservation District (LMCD):

_____ Term: February 1, 2023 to January 31, 2026

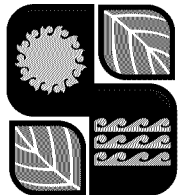
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the Council approves the appointment as recommended.

Adopted by the City Council of Shorewood, Minnesota this 13th day of March 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: Hybrid/Virtual Meetings
Meeting Date: March 13, 2023
Prepared by: Jared Shepherd, City Attorney
Reviewed by: Marc Nevinski, City Administrator
Attachments: NA

Item 8C

Background:

Currently, the City of Shorewood provides an option for viewing and/or participating in Shorewood City Council meetings over Zoom (“Hybrid Meetings”). Hybrid meetings are currently a supplement to the live broadcast of the meeting by the Lake Minnetonka Communications Commission. After the termination of the COVID-19 public health emergency and the end of entirely remote meetings, the Hybrid Meeting option was maintained by staff on an indefinite basis with the understanding that the City Council would revisit the efficacy of the practice at a later date. There is no statutory requirement that the City maintained offering a Hybrid Meeting.

At its February 27, 2023 City Council Retreat Work Session, the City Council discussed the current practice of Hybrid Meetings and weighed the positive and negatives. Staff and the Council acknowledged its potential as a tool for participation but also recognized that public participation via Hybrid Meetings has not been significant. Furthermore, Staff and the Council discussed the concerns with Hybrid Meetings, including the staff resource drain for running the system (i.e., there is no dedicated IT tech available to administer a hybrid meeting), the frustrations and anxieties experienced due to numerous malfunctions, and the potential expense necessary to provide a reliable system. The City Attorney expressed concern about public reliance on a Hybrid Meeting option that is unreliable. Furthermore, members of the Council expressed concern, based on past experience during Council meetings, that the impersonal remote format can foster disrespectful, inaccurate, and unhelpful behavior that, in fact, hinders productive dialogue and healthy public participation.

Financial or Budget Considerations:

If Council discontinues or maintains hybrid meetings in their current format, no new expenditures are anticipated to be needed.

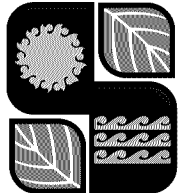
Action Requested:

Motion to continue or discontinue hybrid virtual Council Meetings.

Connection to Vision/Mission:

Consistency in providing residents quality public services, a healthy environment, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



City of Shorewood

City Council Meeting Item

Title/Subject: Consider Reimbursement of Mayor's Out of State Travel Expenses
Meeting Date: March 13, 2023
Prepared by: Marc Nevinski, City Administrator
Attachments: Out of State Travel Policy for Council Members

Item
8D

Background:

At the February 27, 2023 meeting, Mayor Labadie informed the Council that she had been invited to attend an event in Washington D.C. at the White House titled *Communities in Action: Building a Better America/Minnesota*. She indicated that she planned to attend the event and that she would consider requesting reimbursement in conformance with the *Out of State Travel Policy for Council Members*. The Policy was last approved at the Council meeting on January 9, 2023.

The appropriate receipts have been submitted to staff in compliance with the Policy. The expenses requested for reimbursement are as follows:

Airfare (Economy Class)	United Airlines	\$246.40
Hotel (1 Night)	Club Quarters Hotel	\$274.16
Total		\$520.56

Financial or Budget Considerations:

Funding remains in the amount of \$1836.00 in the Council's 2023 Travel, Conference & School budget (101-11-4331).

Action Requested:

Council is asked to consider reimbursement of the Mayor's Out of State Travel expenses and to make a **motion** to approve or deny the reimbursement request in the amount of \$520.56.

OUT OF STATE TRAVEL POLICY FOR MEMBERS OF THE CITY COUNCIL

PURPOSE

The City of Shorewood recognizes that its elected officials may at times receive value from traveling out of the State for workshops, conferences, events, and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

GENERAL GUIDELINES

1. The event, workshop, conference, or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:
 - a. Whether the elected official will be receiving training on issues relevant to the City or his or her role as the mayor or council member.
 - b. Whether the elected official will be meeting and working with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of elected officials.
 - c. Whether the elected official will be reviewing a facility or function that is similar in nature to one that is currently operating at, or under consideration by, the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full Council.
 - d. Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship, such as a "sister city" relationship.
 - e. Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or otherwise to meet with federal officials on behalf of the City.
 - f. Whether the City has sufficient funding available in the budget to pay the cost of the trip.
2. No reimbursement will be made for attendance at events sponsored by or affiliated with political parties.
3. The City may make payments in advance for airfare, lodging, and registration if specifically approved by the Council. Otherwise, all payments will be made as reimbursements to the elected official.

4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs as follows:
 - a. Airfare will be reimbursed at coach rate.
 - b. Mileage will be reimbursed at the IRS rate. If two or more council members travel by car, only one driver will receive reimbursement. The City will reimburse for the cost of renting an automobile if necessary, to conduct City business.
 - c. Lodging and meal costs are limited to those which are reasonable and necessary.
 - d. Receipts are required for lodging, airfare, parking, and meals and should accompany an expense report form. It is not necessary to have receipts for public transportation, cabs and tips. The expense report shall be submitted to the City Clerk or Finance Department for payment.
 - e. The City will not reimburse for alcoholic beverages, personal telephone calls, costs associated with the attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, or recreational expenses such as golf or tennis.
5. Exceptions to this policy can be made by majority vote of the City Council.
6. This policy shall be reviewed by the City Council at its first meeting in January each year, and amendments to the policy must be made by Resolution of the City Council.

Policy adopted on January 9, 2006.