

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 11, 2022**

**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____
Siakel____
Johnson____
Callies____
Gorham____

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 Work Session Minutes of March 14, 2022 | Minutes |
| B. City Council Regular Meeting Minutes of March 14, 2022 | Minutes |
| C. City Council Special Meeting Minutes of March 23, 2022 | Minutes |
| D. Approval of the Verified Claims List | Claims List |
| E. Authorize Professional Service Agreement with MNSPECT | Planning Director Memo
Resolution 22-030 |
| F. Approve Hire of LEO, Public Works | Director of Public Works Memo |
| G. Notification of the 2022 Open Book Meeting | City Clerk/HR Director Memo |
| H. Accept City Administrator Resignation | City Administrator Memo |
| I. Accept Proposal for Safety Consultation Services from SafeAssure | Director of Public Works Memo
Resolution 22-031 |

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 mayor and council. When you are recognized, please use the raise your hand feature. Please identify yourself by your first and last name and your address for the record. After this introduction, please limit your comments to three minutes. No action will be taken by the council on this matter, but the mayor or council could request that staff place this matter on a future agenda. (No Council Action will be taken)

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

6. PARKS

- | | |
|--|--|
| A. Approve Food Trucks for Tonka Football Events | Parks and Rec Director Memo
Resolution 22-032 |
| B. Approve Estimate for Christmas Lake Boat Landing Improvements | City Engineer Memo
Resolution 22-033 |
| C. Accept Bids and Award Contract for Silverwood Park Improvements, City Project 21-05 | City Engineer Memo
Resolution 22-034 |

7. PLANNING

- | | |
|--|--|
| A. Urban Farm Animals Ordinance Amendments | Planning Director Memo
Ordinance 587
Resolution 22-035 |
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8. ENGINEERING/PUBLIC WORKS

- | | |
|--|--|
| A. Stream Restoration Project
Location: 26245 Smithtown Road & Freeman Park | City Engineer Memo
Resolution 22-036 |
| B. MOU on Stream Restoration Project
Location: 26115 Smithtown Lane | City Engineer Memo
Resolution 22-037 |
| C. Lift Station Rehabilitation Bid Award | City Engineer Memo
Resolution 22-038 |
| D. Public Works Mutual Aid and Equipment Sharing Agreements | Director of Public Works Memo
Resolution 22-039 |

9. GENERAL/NEW BUSINESS

10. STAFF AND COUNCIL REPORTS

- | | |
|--------------------------------------|-----------------------------|
| A. Staff | |
| 1. Shorewood Licensed Refuse Haulers | City Clerk/HR Director Memo |
| B. Mayor and City Council | |

11. ADJOURN

MINUTES

2A

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:01 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Labadie, Johnson (arrived at 6:04) Siakel, Gorham, and Callies; and City Administrator Lerud.

Absent: None

B. Review Agenda

Callies moved, Gorham seconded, approving the agenda as presented. Motion passed 4/0.

2. SOUTH LAKE MINNETONKA POLICE JOINT POWERS AGREEMENT

City Administrator Lerud explained that at their April meeting, the South Lake Minnetonka Police Department (SLMPD) Coordinating Committee will continue their discussions about the Joint Powers Agreement (JPA). He stated that in September of 2021, the Council had initial discussions about the JPA but was not able to get through the entire agreement. He stated that the Council can review comments made during the previous discussion and then review the remainder of the JPA. He stated that one of the questions raised by the Council at the last work session was regarding how calls are calculated and which city is charged if it crosses jurisdictional lines. He stated that he spoke with the interim chief and the new chief and was told that they do go through all the calls on those that may cross lines and if they cannot determine if there was a change and where it directly occurred, it sticks with the original information of where the initial contact was made. He noted that if there is a call that is less serious in the City and then it moved to one of the other cities and became a more serious crime, that crime would then be charged to the new city and not the originating city. He noted that there have been approximately 5,500 ICRs on average over the last five years and the cross jurisdictional calls represent very few calls because most are taken and resolved within one city.

Councilmember Gorham asked why the City had asked for clarification on that issue. City Administrator Lerud stated that he thinks the City was really wondering for the most part on calls such as DWIs. He stated that the City wanted to get clarity on whether there were incidents happening that were moving from one city to another and impacting a portion of the funding formula, as well as prosecution costs were being transferred. But he said after talking with the two chiefs, those calls are a very small percentage of the overall calls.

Mayor Labadie stated that she believes she had originally requested this information. She stated that she is a bit surprised by the response City Administrator Lerud got because she thought there would be more cross city stops. City Administrator Lerud shared that he believed a lot of the out of jurisdiction calls fall on the City of Excelsior because they have the events.

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Mayor Labadie explained that the Council had reviewed the JPA through Section 7, subdivision 1 and suggested that the discussion begin at this point.

City Administrator Lerud stated that the five-year reset has occurred, so the percentage split will now be set through 2026 and then it will be reset for the five-year increment again. He stated that his understanding is that all the parties are not entirely happy with the funding formula, so it probably means it is a fair formula. Councilmember Callies stated that there was a lot of blood, sweat, and tears that went into arriving at this formula and changing it will involve a major discussion.

Mayor Labadie stated that she has attended board meetings for the last year and knows that any formula changes recommended by the City will be met with a lot of opposition from the other member cities. She noted that she thinks the same gripes Shorewood may have would be the same ones that other cities had.

Councilmember Gorham asked if a change was proposed if it would require a unanimous or majority vote. City Administrator Lerud stated that the JPA says that all changes would have to be approved unanimously by the member cities.

Councilmember Siakel stated that she thinks every city has gripes about what is and is not working. She stated that even though there may be squabbling and going back and forth, she thinks, at this time, it is still in the City's best interest to share an agreement with these other cities. She stated that if the goal is to maintain a JPA, then that is the goal that should be in front of the Council in order to put together the best way to get to that end goal.

Mayor Labadie stated that currently all four mayors of the member cities have a very professional working relationship with each other and with the new chief, but knows that has not always been the case. She stated that in her opinion, right now, this is working and thinks the idea of Shorewood pulling out and having their own department would not be the right course of action. Council Member Siakel stated that she too thinks it is in the City's best interest to stay in a JPA.

Councilmember Gorham stated that he does not want to upset the apple cart and feels it would be a huge undertaking to start the City's own department. He stated that in the previous discussion there were comments made about the desire for more votes or changing the way the votes were taken which he does not feel are fruitful endeavors.

The Council discussed keeping the JPA versus creating its own department. They discussed details of the agreement that has the City paying fifty percent of the police budget and forty percent of the fire budget, and the fact that despite this percentage, they only have one vote.

There was consensus of the Council to continue forward with a JPA.

Mayor Labadie noted that in the past the one vote per city has caused major issues. She stated that it has been brought up to change the voting based on the percentage of payments or be based on the population of the city, but the other member cities will not green light either of those changes. She reiterated that the situation is working right now because the four current mayors and the chief are very level headed and respectful of each other, but noted that this could change in the future.

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The Council reviewed section 7, subdivision B and the possibility of establishing some programmed expenses in a CIP; sections 9/10/11, regarding the importance of the definition of withdrawing, adding parties, dissolution, and that the City Council should have the ultimate decision; section 14 relating to arbitration and mediation and who is responsible for paying.

Councilmember Siakel asked when this JPA needed to be ready. City Administrator Lerud explained that the existing agreement expires at the end of 2023.

Mayor Labadie stated that she believes the Council has given her good feedback to bring to the Coordinating Committee and explained that because this is still such a work in progress, she said updates will be brought back to the City Council during the process, with council approval required for the final draft.

3. ADJOURN

Siakel moved, Gorham seconded, Adjourning the City Council Work Session Meeting of March 14, 2022, at 6:47 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

MINUTES

2B

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:01 P.M.

A. Roll Call

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

Absent: None

B. Review Agenda

Siakel moved, Callies seconded, approving the agenda as presented.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Gorham moved, Siakel seconded, Approving the Motions Contained on the Consent Agenda and Adopting the Resolutions Therein.

A. City Council Work Session Minutes of February 28, 2022

B. City Council Regular Meeting Minutes of February 28, 2022

C. Approval of the Verified Claims List

D. Approve Proposal from Davey Resource Group, Adopting RESOLUTION NO. 22-025, "A Resolution to Accept Proposal from Davey Resource Group for Professional Arborist Services."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

3. MATTERS FROM THE FLOOR

Alan Yelsey, 26335 Peach Circle, read aloud a statement about his opinion regarding ethics related to the Smithtown Ponds project and the potential for scandal for the City.

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Kristine Sanschagrin, 27725 Island View Road, shared concerns about the trustworthiness of the Council and shared an example from a prior meeting when citizens were told that they would be able to talk during an agenda item and then were not given that opportunity. She stated that these actions cause mistrust in the community and with the government. She noted that Mayor Labadie had stated that she would recuse herself from discussion of the item related to her personal dock, but then was allowed to speak during that item when no other residents were given that opportunity. She stated that agenda items such as these and the pesticide issue are important and she feels the citizens should have the opportunity to discuss them with the Council. She stated that the City needs to be able to control costs and deal with the issues that are before them and not just pass along responsibility to another company.

Chris Rotunno, 5525 Howards Point Road, stated that week after week there have been half-truths and misinformation shared by a few individuals at the Council meeting. He commended the City for allowing these individuals to speak over and over again. He stated that he feels what he just heard this evening holds about one-quarter of the truth, but did not intend to turn this into a debate in front of the Council. He stated that because these individuals have been coming and speaking at the Council meetings without rebuttal, he feels it misleads the rest of the community. He would ask that rather than let this 'circus' continue, he would ask that the Council just shut them down because he is tired of their attacks on the City and Mayor Labadie.

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

A. Service Recognition – Dara Gault – Planning Commission

On behalf of Council and the residents of Shorewood, Mayor Labadie expressed the City's appreciation for the service of former Planning Commission Gault for the years 2019-2022. Planning Director Darling commended Mr. Gault for the time and research he put into each item that came before the Planning Commission.

6. PARKS

A. Report by Commissioner Tauer on March 8, 2022 Meeting Park Commission meeting

Park Commissioner Tauer gave an overview of the March 8, 2022 Park Commission meeting as reflected in the minutes.

B. Christmas Lake Public Access Ordinance

City Administrator Lerud explained that this ordinance is a culmination of an overall evaluation of the use of the space at the landing area. He stated that the Christmas Lake Homeowners Association has led a multi-year effort for aquatic invasive species control at the landing by conducting inspections and cleaning boats. He gave a brief overview of the usual practices for the landing area, gate access, and parking. He stated that staff has had discussion about possible electronic signage on Radisson Road that would let drivers know how many spaces are available in order to eliminate the need for boats and trailers to back down the road.

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Mayor Labadie noted that the Christmas Lake HOA had been very active and thanked them for the e-mail that they submitted to the City this morning.

Councilmember Callies noted a minor typographical error within the ordinance under paragraph (c) she noted that this referenced section 'g' but believes it should be 'f'. City Administrator Lerud agreed that this was correct and would make that change.

Councilmember Callies stated that she would like to see the signage out on Radisson Road.

Councilmember Johnson agreed that this ordinance makes a lot of sense especially because kayaks and paddleboards are far more popular now than before.

Johnson moved, Gorham seconded, Adopting ORDINANCE NO. 586, "An Ordinance Establishing Section 902.05, Subdivision 4 of the City Code of Ordinances, Establishing Regulations for the Christmas Lake Boat Landing and Adjacent Parking Lot."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

7. PLANNING

A. Report by Commissioner Riedel on March 1, 2022 Meeting

Planning Commissioner Riedel gave an overview of the March 1, 2022 meeting as outlined in the minutes.

B. CUP for Co-location of Antennas on Existing Tower SMJ International, LLC (Dish Wireless) 24283 Smithtown Road

Planning Director Darling explained that this request is for a Conditional Use Permit to install three antennas in a triangular array and associated ground equipment on an existing monopole at 24283 Smithtown Road within the existing fenced enclosure. Staff and the Planning Commission recommend approval. She noted that there is a condition included that the installation needs to occur outside of the osprey nesting season.

Councilmember Gorham asked how long ago the City had considered a similar application. Planning Director Darling noted that it was about a year ago with a different provider, but there was a similar application from this provider in 2019.

Councilmember Gorham asked if the applicant had successfully dealt with the osprey situation in the past. Planning Director Darling confirmed that the tower owner and the other provider have and obtained a permit from the DNR in the off season to remove the osprey nest for routine maintenance.

Gorham moved, Siakel seconded, Adopting RESOLUTION NO. 22-026, "A Resolution Approving a Conditional Use Permit for an Antenna Collocation on an Existing Monopole and Related Equipment at 24283 Smithtown Road."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

8. ENGINEERING/PUBLIC WORKS

A. Approve Plans and Specifications and Authorize for Advertisement for Bids for Smithtown Pond/Shorewood Oaks Drainage Project, City Projects 20-07 and 20-04

City Engineer Budde explained that on January 25, 2021, the Council approved the scoping study and authorized preparation of the plans and specifications for the Smithtown Pond project. He noted that the City had completed the Western Shorewood Drainage Study and the Smithtown Pond is a major component of the overall study with its proposed location at 26245 Smithtown Road to provide significant improvement in the drainage of the upstream areas. He stated that it is planned to be an area where drainage from Strawberry Lane will be routed and provide treatment for a future road reconstruction project that is slated for 2023 and is also sized to take the additional drainage, hold it, and release it at a slower rate to the downstream Grant Lorenz channel which will help reduce the erosion and sloughing of the slopes. He stated that this project would also include some improvements to the basins in Freeman Park and noted that the City has also been coordinating with the Hennepin County Regional Rail Authority and Three Rivers Park District on replacement of a culvert under the trail as part of this project, which will require a detour of the trail while the work is done. He stated that this will also help resolve the drainage concerns that are in the Shorewood Oaks development where there is some fairly deep drain tile that has caused back-ups into a number of homes. The City has acquired the major permits that are required for this project, received approval from the Minnehaha Creek Watershed District, and received a permit from the Army Corps of Engineers. He explained that the City had budgeted \$2,172,000 for this project out of three CIP items and noted that the Hennepin County Regional Rail Authority is expected to provide \$38,680 to cover the costs of replacing the culvert. He reviewed the tentative timeline and schedule for construction to begin in the summer of 2022, substantially completed the Shorewood Oaks drainage improvements by October 2022, and substantial completion of the entire project by March 2023.

Councilmember Gorham asked for more details about the process involved in getting a permit from the Army Corps of Engineers. He stated that it appeared to be very robust and thorough review by a very impartial third party. City Engineer Budde stated that the Army Corps of Engineers permit specifically addresses wetlands and stream impacts. He gave an overview of the channel that runs through Freeman Park and this property and explained that ultimately what the City needs to do is minimize impacts to the wetlands and streams. He noted that many of the agencies that review these types of projects, review them contingent upon each other and also have independent engineering companies reviewing them on their behalf.

Councilmember Gorham stated that Strawberry Lane was mentioned and he noted that he wanted to dispel the idea that somehow the City's engineers are somehow designing projects to benefit themselves. He stated that the City Engineers take their direction from the City Council, and the third party contractors along with the engineers are critical to functioning as a City because they cannot just do it on their own with just Public Works and in-house design staff. He noted that he had never met an engineer who had designed a project just to fill the coffers of his own vice-president.

Councilmember Siakel stated that the topic of drainage, water, and stormwater management has been on the Council agenda for the last six or seven years. She stated that this project has not been done in a vacuum and is meant to be something that is very comprehensive and has been studied in that manner. She stated that to Councilmember Gorham's point, the City went out of

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its normal engineering channel and went to the water experts which was Barr Engineering, to do the work to study the situation and bring back a plan that solves problems for an entire area and not just one neighborhood. She stated that one thing that has not been mentioned is that all this water ultimately ends up in Lake Minnetonka. She stated that this has been thoroughly studied and she would reject any claims that there has been any misappropriation or that it has not been well thought out. She stated that it has been reviewed by the Minnehaha Creek Watershed District, the Army Corps of Engineers, and Barr Engineering. She explained that she felt that the City had done everything it could to ensure that there is a plan that meets the needs of the City. She stated that she was on the Council when the family of the gentleman who lived on Smithtown Road had passed away came and did their presentation to the City. She stated that she totally rejects the idea that anyone was treated unfairly. She stated that this has been well thought out, well planned, well scrutinized by multiple agencies, and will be beneficial when it has been completed. She stated that at one point there was discussion about adding a walking path through the area so there may be the added benefit of a trail for the public to use and asked if that was still included in the plans.

City Engineer Budde stated that there are plans to make a trail connection from Smithtown Road to the Lake Minnetonka Regional Trail. He stated that in addition to a trail for public use it will also serve as access to the City to maintain the infrastructure that will be built with this project.

Councilmember Johnson stated that he would echo the comments made by Councilmember Siakel and noted that during his time on the Council he has received more inquiries about how to improve drainage than any other issue.

Gorham moved, Siakel seconded, Adopting RESOLUTION NO. 22-027, “A Resolution Approving the Plans and Specifications and Authorizing Bidding for the Smithtown Pond/Shorewood Oaks Drainage Project, City Projects 20-07 and 20-04.”

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

9. GENERAL/NEW BUSINESS

A. Redistricting: Declare New Precinct Boundaries and Polling Place Locations

City Clerk/HR Director Thone explained the City is in the final phase of redistricting and redrawing the City's precinct boundaries which are due March 29, 2022. She stated that the City's legislative district was split which resulted in two legislative districts, 45A and 45B, which required redrawing the precinct boundaries. She stated that another issue was with regard to the polling place for the islands which was formerly in a residence and in 2020 had to be moved to the community center under an emergency order due to the pandemic. This resulted in combining Precinct 1 and Precinct 2 to create a new Precinct 1 that will now have a polling place located within the boundaries and is fully compliant with state law. She stated that these proposed changes will reflect four precincts in the city limits versus the previous five. She provided an overview of the proposed precinct boundaries and polling places for each voting district. She noted that the City's proposed precincts were submitted to Hennepin County on February 23, 2022.

Councilmember Johnson asked about the map that appears to show a big swatch of area that extends out into Lake Minnetonka. City Clerk/HR Director Thone explained that all property is assigned and encompassed within a precinct pursuant to State Statute. That includes lakes and parks, she explained, and sometimes that apportion allows for odd shapes.

Councilmember Gorham asked why a precinct was needed for Cathcart Park if no one is there. City Clerk/HR Director Thone explained that if it were to ever be redeveloped, it is part of State statute that every piece of land in the State has to be assigned a precinct.

Councilmember Gorham asked why it would not just be included with Precinct 1. City Administrator Lerud noted that Cathcart Park is also located within Carver County so it needs to have its own precinct. City Clerk/HR Director Thone noted that there have been some talks about allowing this area to become part of Hennepin County.

Councilmember Siakel asked about the people on the island. She stated that they have always taken a lot of pride in voting in the house that is historical for them. She stated that this will be a big change and asked if anything had been done to communicate with those residents and explain why the change was needed.

City Clerk/HR Director Thone stated that the City did reach out to them and sent letters to everyone who lives on the islands and also communicated with some of the election judges. She stated that they asked for their feedback and did not receive any comments from the residents, but did discuss it extensively with the election judges. She stated that she is hopeful that receiving no comments was a sign that nobody is protesting this change.

City Administrator Lerud noted that he had received one call from a resident who understood the reason for the change, but were disappointed that they were losing this tradition. He noted that during the last election 88 percent of the island residents voted absentee.

Callies moved, Labadie seconded, Adopting RESOLUTION NO. 22-028, “A Resolution Establishing Precincts and Polling Places.”

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

B. Letter of Agreement with IPM Institute

City Administrator Lerud explained that the Council had directed staff to prepare an agreement to develop an Integrated Pest Management plan for the City. He stated that he had the dollar amount incorrect in the original memo and noted that it is a bit higher than presented but is still about \$2,000 less than the next low quote the City received. Staff recommends approval of the agreement, as presented.

Councilmember Gorham stated that to address an earlier comment that was made, he asked when updates will occur with the work that is going on. City Administrator Lerud stated that the agreement calls for IPM to have the draft plan done by May 1, 2022, and he envisions that this would happen at a work session where they would also take some public comment.

Councilmember Gorham asked if there was also an aspect to this agreement that called for yearly updates. City Administrator Lerud stated that once the plan is formally adopted by the City then there will be regular updates for the Council and noted that staff will check-in regularly with IPM.

Councilmember Siakel stated that this was something that was recommended by and had the approval of the Humming for Bees organization.

City Administrator Lerud clarified that this was the firm that the Humming for Bees organization had recommended.

Callies moved, Siakel seconded, Adopting RESOLUTION NO. 22-029, "A Resolution Approving an Agreement with the IPM Institute to Prepare and Assist in Implementing an Integrated Pest Management Program."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

10. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

1. Tree Sale and Organics Recycling

City Administrator Lerud noted that this is an informational item and explained that the tree sale started on March 1, 2022 and has been very popular. He stated that the City is working with the City of Deephaven regarding an organics drop-off site and the City is using the Hennepin County grant funds for that work. He stated that if anyone has any specific questions he would encourage them to reach out to Communications and Recycling Coordinator Moore.

Other

Public Works Director Brown stated that seasonal weight restrictions will go into effect at midnight on March 16, 2022.

Finance Director Rigdon noted that the City had its financial audit field work performed last week and everything has gone well.

Planning Director Darling stated that the new Planning Technician, Jason Carlson, will begin March 21, 2022

City Attorney Shepherd stated that the Court of Appeals issued its opinion in the City of Shorewood vs. Sanschagrin matter this morning. He stated that there will be a special closed session meeting to discuss this opinion sometime next week. He stated that because of some of the comments made at the beginning of the meeting, he wanted to reiterate his previous statement that the City Council meeting is a business meeting, which means they are here to take information, pass ordinances and resolutions. He stated that sometimes the Council does take public comments on various matters, but they are not required to take public comment on every matter that is in front of them. He stated that there are statutory requirements for matters that require public hearings that the City abides by. He stated that he wanted to make it clear that the Council is proceeding in a way that every other city does with respect to moving through its agenda.

City Administrator Lerud stated that he believes the audit will be presented to the Council at the second meeting in April. He stated that the City has conducted interviews for a Public Works LEO and have extended a verbal offer that has been accepted and following the appropriate background checks will come before the Council for consideration at their first meeting in April.

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B. Mayor and City Council

Mayor Labadie stated that she held Coffee with the Mayor at the Pillars of Shorewood Landing with guest speaker, former City Mayor Scott Zerby which was very well attended. She explained that he had given a presentation on a history of Shorewood called, 'We Have Them Surrounded'. She stated that earlier today she attended the Regional Council of Mayors meeting. She noted that recently, LMCC helped her film the State of the City address which should be available within the next two weeks.

11. ADJOURN

Gorham moved, Johnson seconded, Adjourning the City Council Regular Meeting of March 14, 2022, at 8:11 P.M.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 23, 2022

5755 COUNTRY CLUB ROAD
MEETING HELD VIRTUALLY
4:00 P.M.

MINUTES

2C

1. CONVENE CITY COUNCIL SPECIAL MEETING

Mayor Labadie called the meeting to order at 4:02 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Siakel (arrived at 4:12), Gorham, and Callies; City Attorney Shepherd; City Administrator Lerud; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; and Jana Sullivan.

Absent: None

Mayor Labadie moved, Johnson seconded, to close the meeting as permitted by Minn. Stat. § 13D.05, subd. 3(b) for a confidential attorney-client privileged discussion regarding the following pending litigation: *In the Matter of Alan Yelsey v. City of Shorewood*, in the Office of Administrative Hearings with Docket Number: 05-0305-38230; and *In the Matter of Alan Yelsey v. Shorewood City Officials: Greg Lerud, Paula Callies, Jennifer Labadie, Nathaniel Gorham, Patrick Johnson, Debbie Siakel*, in the Office of Administrative Hearings with Docket Number 20-0325-38229; and *City of Shorewood v. Guy Gerald Sanschagrin, et al*, in the Minnesota Court of Appeals, with File Number A21-0992, and with District Court File Number 27-CV-19-15159

Roll Call Vote: Johnson, Callies, Gorham, and Labadie voted Aye. **Motion Passed.**

The City Council entered into closed session at 4:06 P.M.

The City Council returned to open session at 5:33 P.M.

Johnson moved, Gorham seconded, Adjourning the City Council Special Meeting of March 23, 2022, at 5:43 P.M.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



#2 D

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: April 11, 2022

Prepared by: Michelle Nguyen, Senior Accountant
Greg Lerud, City Administrator
Joe Rigdon, Finance Director

Attachments: Claims lists

Policy Consideration:

Should the attached claims against the City of Shorewood be paid?

Background:

Claims for council authorization.

67299 - 67336 & ACH	814,954.06
Total Claims	\$814,954.06

We have also included a payroll summary for the payroll period ending **March 13 & 27, 2022**

Financial or Budget Considerations:

These expenditures are reasonable and necessary to provide services to our residents and funds are budgeted and available for these purposes.

Options:

The City Council may accept the staff recommendation to pay these claims or may reject any expenditure it deems not in the best interest of the city.

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00002.03.2022 - PR-03-14-2022

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	70,187.79	CASH AND INVESTMENTS
101-11-4103-0000	1,716.64	0.00	PART-TIME
101-11-4122-0000	131.31	0.00	FICA CONTRIB - CITY SHARE
101-13-4101-0000	13,857.60	0.00	FULL-TIME REGULAR
101-13-4103-0000	559.04	0.00	PART-TIME
101-13-4121-0000	1,081.23	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,017.20	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	2,174.54	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	70.01	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.34	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	432.29	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	32.47	0.00	WORKERS COMPENSATION
101-18-4101-0000	5,484.96	0.00	FULL-TIME REGULAR
101-18-4103-0000	447.69	0.00	PART-TIME
101-18-4121-0000	444.94	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	413.03	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	856.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	50.72	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,675.84	0.00	FULL-TIME REGULAR
101-24-4121-0000	275.69	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	281.58	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	668.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	20.14	0.00	WORKERS COMPENSATION
101-32-4101-0000	12,885.89	0.00	FULL-TIME REGULAR
101-32-4102-0000	102.18	0.00	OVERTIME
101-32-4121-0000	974.11	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	994.06	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,633.04	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	856.68	0.00	WORKERS COMPENSATION
101-33-4101-0000	2,575.66	0.00	FULL-TIME REGULAR
101-33-4102-0000	1,606.77	0.00	OVERTIME
101-33-4121-0000	313.70	0.00	PERA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
101-33-4122-0000	274.98	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	261.80	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	225.65	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,872.24	0.00	FULL-TIME REGULAR
101-52-4121-0000	215.42	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	225.30	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	798.42	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	153.17	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,519.96	0.00	FULL-TIME REGULAR
101-53-4121-0000	113.99	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	117.63	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	17.50	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	77.07	0.00	WORKERS COMPENSATION
FUND Total:	70,187.79	70,187.79	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,350.63	CASH AND INVESTMENTS
201-00-4101-0000	1,606.19	0.00	FULL-TIME REGULAR
201-00-4103-0000	331.69	0.00	PART-TIME
201-00-4121-0000	145.35	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	150.21	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	26.24	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	90.95	0.00	WORKERS COMPENSATION
FUND Total:	2,350.63	2,350.63	
FUND 601	Water Utility		
601-00-1010-0000	0.00	10,521.21	CASH AND INVESTMENTS
601-00-4101-0000	7,654.15	0.00	FULL-TIME REGULAR
601-00-4105-0000	210.66	0.00	WATER PAGER PAY
601-00-4121-0000	589.86	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	564.08	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,220.93	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	281.53	0.00	WORKERS COMPENSATION
FUND Total:	10,521.21	10,521.21	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	9,940.57	CASH AND INVESTMENTS
611-00-4101-0000	7,352.50	0.00	FULL-TIME REGULAR
611-00-4105-0000	210.66	0.00	SEWER PAGER PAY
611-00-4121-0000	567.24	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	545.12	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,026.11	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
611-00-4151-0000	238.94	0.00	WORKERS COMPENSATION
FUND Total:	9,940.57	9,940.57	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	551.86	CASH AND INVESTMENTS
621-00-4101-0000	409.60	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.72	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	23.52	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	85.12	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.90	0.00	WORKERS COMPENSATION
FUND Total:	551.86	551.86	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	3,023.36	CASH AND INVESTMENTS
631-00-4101-0000	2,323.68	0.00	FULL-TIME REGULAR
631-00-4121-0000	174.27	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	168.23	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	283.61	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	73.57	0.00	WORKERS COMPENSATION
FUND Total:	3,023.36	3,023.36	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	96,575.42	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	44,323.71	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	10,406.16	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,590.76	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,017.12	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,677.08	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,982.67	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,880.13	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,173.80	WORKERS COMPENSATION
700-00-2183-0000	0.00	2,289.09	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	826.90	DENTAL DELTA
700-00-2185-0000	0.00	408.00	DENTAL - UNION
FUND Total:	96,575.42	96,575.42	
Report Total:	193,150.84	193,150.84	

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00003.03.2022 - PR-03-28-2022

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	59,461.50	CASH AND INVESTMENTS
101-13-4101-0000	13,632.69	0.00	FULL-TIME REGULAR
101-13-4103-0000	742.48	0.00	PART-TIME
101-13-4121-0000	1,078.11	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,023.57	0.00	FICA CONTRIB - CITY SHARE
101-13-4151-0000	76.51	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.34	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	429.78	0.00	FICA CONTRIB - CITY SHARE
101-15-4151-0000	33.62	0.00	WORKERS COMPENSATION
101-18-4101-0000	7,050.10	0.00	FULL-TIME REGULAR
101-18-4103-0000	214.49	0.00	PART-TIME
101-18-4121-0000	544.87	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	531.81	0.00	FICA CONTRIB - CITY SHARE
101-18-4151-0000	53.58	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,559.20	0.00	FULL-TIME REGULAR
101-24-4121-0000	266.94	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	272.28	0.00	FICA CONTRIB - CITY SHARE
101-24-4151-0000	19.22	0.00	WORKERS COMPENSATION
101-32-4101-0000	14,871.06	0.00	FULL-TIME REGULAR
101-32-4102-0000	93.56	0.00	OVERTIME
101-32-4105-0000	421.32	0.00	STREET PAGER PAY
101-32-4121-0000	1,153.96	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,160.33	0.00	FICA CONTRIB - CITY SHARE
101-32-4151-0000	997.17	0.00	WORKERS COMPENSATION
101-33-4101-0000	411.24	0.00	FULL-TIME REGULAR
101-33-4121-0000	30.85	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	30.50	0.00	FICA CONTRIB - CITY SHARE
101-33-4151-0000	20.79	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,484.99	0.00	FULL-TIME REGULAR
101-52-4121-0000	186.37	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	189.08	0.00	FICA CONTRIB - CITY SHARE
101-52-4151-0000	134.61	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,419.86	0.00	FULL-TIME REGULAR

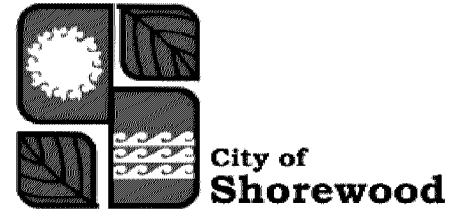
Account Number	Debit Amount	Credit Amount	Description
101-53-4121-0000	106.47	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	108.65	0.00	FICA CONTRIB - CITY SHARE
101-53-4151-0000	72.18	0.00	WORKERS COMPENSATION
FUND Total:	59,461.50	59,461.50	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,515.35	CASH AND INVESTMENTS
201-00-4101-0000	1,706.29	0.00	FULL-TIME REGULAR
201-00-4103-0000	412.73	0.00	PART-TIME
201-00-4121-0000	136.21	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	162.06	0.00	FICA CONTRIB - CITY SHARE
201-00-4151-0000	98.06	0.00	WORKERS COMPENSATION
FUND Total:	2,515.35	2,515.35	
FUND 601	Water Utility		
601-00-1010-0000	0.00	9,289.72	CASH AND INVESTMENTS
601-00-4101-0000	7,454.09	0.00	FULL-TIME REGULAR
601-00-4102-0000	207.50	0.00	OVERTIME
601-00-4105-0000	210.66	0.00	WATER PAGER PAY
601-00-4121-0000	590.42	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	581.22	0.00	FICA CONTRIB - CITY SHARE
601-00-4151-0000	245.83	0.00	WORKERS COMPENSATION
FUND Total:	9,289.72	9,289.72	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	9,685.36	CASH AND INVESTMENTS
611-00-4101-0000	8,022.23	0.00	FULL-TIME REGULAR
611-00-4105-0000	210.66	0.00	SEWER PAGER PAY
611-00-4121-0000	617.47	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	604.67	0.00	FICA CONTRIB - CITY SHARE
611-00-4151-0000	230.33	0.00	WORKERS COMPENSATION
FUND Total:	9,685.36	9,685.36	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	464.58	CASH AND INVESTMENTS
621-00-4101-0000	409.61	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.72	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	23.47	0.00	FICA CONTRIB - CITY SHARE
621-00-4151-0000	0.78	0.00	WORKERS COMPENSATION
FUND Total:	464.58	464.58	

Account Number	Debit Amount	Credit Amount	Description
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,182.21	CASH AND INVESTMENTS
631-00-4101-0000	1,870.39	0.00	FULL-TIME REGULAR
631-00-4121-0000	140.28	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	140.76	0.00	FICA CONTRIB - CITY SHARE
631-00-4151-0000	30.78	0.00	WORKERS COMPENSATION
FUND Total:	2,182.21	2,182.21	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	83,598.72	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	43,425.72	GROSS PAYROLL CLEARING
700-00-2172-0000	0.00	6,370.57	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	2,961.00	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,516.36	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,900.81	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	6,121.71	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,013.46	WORKERS COMPENSATION
700-00-2183-0000	0.00	2,289.09	HEALTH SAVINGS ACCOUNT
FUND Total:	83,598.72	83,598.72	
Report Total:	167,197.44	167,197.44	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 03/14/2022 - 12:50PM
 Batch: 00005.03.2022 - PR-03-14-2022-2



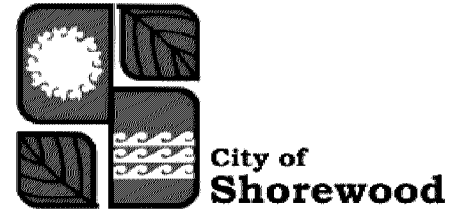
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UT			Check Sequence: 1	ACH Enabled: True
March-2022	PR Batch 00002.03.2022 Dental - Union	408.00	03/14/2022	700-00-2185-0000	PR Batch 00002.03.2022 Dental - Union
	Check Total:	408.00			
Vendor: 1084	BANK VISTA			Check Sequence: 2	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 HSA-BANK VISTA	281.09	03/14/2022	700-00-2183-0000	PR Batch 00002.03.2022 HSA-BANK VIS
	Check Total:	281.09			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 3	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 Federal Income Tax	6,590.76	03/14/2022	700-00-2172-0000	PR Batch 00002.03.2022 Federal Income T
PR-03-14-2022	PR Batch 00002.03.2022 FICA Employee Portio	4,326.67	03/14/2022	700-00-2174-0000	PR Batch 00002.03.2022 FICA Employee j
PR-03-14-2022	PR Batch 00002.03.2022 FICA Employer Portio	4,326.67	03/14/2022	700-00-2174-0000	PR Batch 00002.03.2022 FICA Employer I
PR-03-14-2022	PR Batch 00002.03.2022 Medicare Employee Pc	1,011.87	03/14/2022	700-00-2174-0000	PR Batch 00002.03.2022 Medicare Emplo
PR-03-14-2022	PR Batch 00002.03.2022 Medicare Employer Po	1,011.87	03/14/2022	700-00-2174-0000	PR Batch 00002.03.2022 Medicare Emplo
	Check Total:	17,267.84			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 4	ACH Enabled: True
March-2022	PR Batch 00001.03.2022 Health Insurance-HSA	6,250.00	02/28/2022	700-00-2171-0000	PR Batch 00001.03.2022 Health Insurance
March-2022	PR Batch 00002.03.2022 Health Insurance-HSA	6,702.41	03/14/2022	700-00-2171-0000	PR Batch 00002.03.2022 Health Insurance
March-2022	PR Batch 00001.03.2022 Health Ins - CoPay-1	3,500.00	02/28/2022	700-00-2171-0000	PR Batch 00001.03.2022 Health Ins - CoP
March-2022	PR Batch 00002.03.2022 Health Ins - CoPay-2	3,703.75	03/14/2022	700-00-2171-0000	PR Batch 00002.03.2022 Health Ins - CoP
	Check Total:	20,156.16			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 5	ACH Enabled: True
March-2022	PR Batch 00002.03.2022 Dental - Non Union	826.90	03/14/2022	700-00-2184-0000	PR Batch 00002.03.2022 Dental - Non Uni
March-2022-COBR	March-COBRA-Patti	45.94	03/14/2022	700-00-2184-0000	PR Batch 00002.03.2022 Dental - Non Uni
	Check Total:	872.84			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 6	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PR-03-14-2022	PR Batch 00002.03.2022 Deferred Comp-ICMA	3,205.13	03/14/2022	700-00-2176-0000	PR Batch 00002.03.2022 Deferred Comp-I
	Check Total:	3,205.13			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 7	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 State Income Tax	3,017.12	03/14/2022	700-00-2173-0000	PR Batch 00002.03.2022 State Income Tax
	Check Total:	3,017.12			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 Deferred Comp-MSRS	2,475.00	03/14/2022	700-00-2176-0000	PR Batch 00002.03.2022 Deferred Comp-1
PR-03-14-2022	PR Batch 00002.03.2022 Deferred Comp-MSRS	200.00	03/14/2022	700-00-2176-0000	PR Batch 00002.03.2022 Deferred Comp-1
	Check Total:	2,675.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 HSA-OPTUM BANK	2,008.00	03/14/2022	700-00-2183-0000	PR Batch 00002.03.2022 HSA-OPTUM B.
	Check Total:	2,008.00			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
PR-03-14-2022	PR Batch 00002.03.2022 MN-PERA Deduction	4,634.81	03/14/2022	700-00-2175-0000	PR Batch 00002.03.2022 MN-PERA Dedu
PR-03-14-2022	PR Batch 00002.03.2022 MN PERA Benefit Em	5,347.86	03/14/2022	700-00-2175-0000	PR Batch 00002.03.2022 MN PERA Benef
	Check Total:	9,982.67			
	Total for Check Run:	59,873.85			
	Total of Number of Checks:	10			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 03/28/2022 - 12:11PM
 Batch: 00006.03.2022 - PR-03-28-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1084	BANK VISTA			Check Sequence: 1	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 HSA-BANK VISTA	281.09	03/28/2022	700-00-2183-0000	PR Batch 00003.03.2022 HSA-BANK VIS
	Check Total:	281.09			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 Federal Income Tax	6,370.57	03/28/2022	700-00-2172-0000	PR Batch 00003.03.2022 Federal Income T
PR-03-28-2022	PR Batch 00003.03.2022 FICA Employee Portio	4,261.51	03/28/2022	700-00-2174-0000	PR Batch 00003.03.2022 FICA Employee]
PR-03-28-2022	PR Batch 00003.03.2022 FICA Employer Portio	4,261.51	03/28/2022	700-00-2174-0000	PR Batch 00003.03.2022 FICA Employer I
PR-03-28-2022	PR Batch 00003.03.2022 Medicare Employee Pc	996.67	03/28/2022	700-00-2174-0000	PR Batch 00003.03.2022 Medicare Emplo
PR-03-28-2022	PR Batch 00003.03.2022 Medicare Employer Po	996.67	03/28/2022	700-00-2174-0000	PR Batch 00003.03.2022 Medicare Emplo
	Check Total:	16,886.93			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 3	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 Deferred Comp-ICMA	41.58	03/28/2022	700-00-2176-0000	PR Batch 00003.03.2022 Deferred Comp-I
PR-03-28-2022	PR Batch 00003.03.2022 Deferred Comp-ICMA	3,205.13	03/28/2022	700-00-2176-0000	PR Batch 00003.03.2022 Deferred Comp-I
	Check Total:	3,246.71			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 4	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 State Income Tax	2,961.00	03/28/2022	700-00-2173-0000	PR Batch 00003.03.2022 State Income Tax
	Check Total:	2,961.00			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 5	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 Deferred Comp-MSRS	2,675.00	03/28/2022	700-00-2176-0000	PR Batch 00003.03.2022 Deferred Comp-I
PR-03-28-2022	PR Batch 00003.03.2022 Deferred Comp-MSRS	200.00	03/28/2022	700-00-2176-0000	PR Batch 00003.03.2022 Deferred Comp-I
	Check Total:	2,875.00			
Vendor: 665	OPTUM BANK			Check Sequence: 6	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 HSA-OPTUM BANK	2,008.00	03/28/2022	700-00-2183-0000	PR Batch 00003.03.2022 HSA-OPTUM B.

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,008.00			
Vendor: 9	PERA			Check Sequence: 7	ACH Enabled: True
PR-03-28-2022	PR Batch 00003.03.2022 MN-PERA Deduction	4,596.80	03/28/2022	700-00-2175-0000	PR Batch 00003.03.2022 MN-PERA Dedu
PR-03-28-2022	PR Batch 00003.03.2022 MN PERA Benefit Em	5,304.01	03/28/2022	700-00-2175-0000	PR Batch 00003.03.2022 MN PERA Benef
	Check Total:	9,900.81			
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Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/05/2022 - 2:35PM
Batch: 00001.04.2022 - AP-04-11-2022-Midwest Mailing

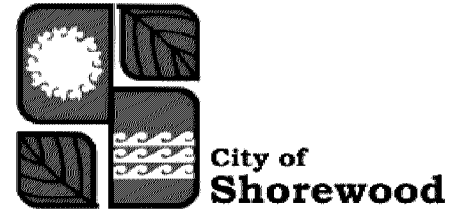


Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
1st Qtr-2022-79414	Utility-Postage	369.01	03/30/2022	601-00-4208-0000	
1st Qtr-2022-79414	Utility-Svc	91.86	03/30/2022	601-00-4400-0000	
1st Qtr-2022-79414	Utility-Postage	369.01	03/30/2022	611-00-4208-0000	
1st Qtr-2022-79414	Utility-Svc	91.86	03/30/2022	611-00-4400-0000	
1st Qtr-2022-79414	Utility-Postage	369.01	03/30/2022	621-00-4208-0000	
1st Qtr-2022-79414	Utility-Svc	91.86	03/30/2022	621-00-4400-0000	
1st Qtr-2022-79414	Utility-Svc	91.86	03/30/2022	631-00-4400-0000	
1st Qtr-2022-79414	Utility-Postage	369.01	03/30/2022	631-00-4208-0000	
79393	Newsletter Postages	544.72	03/30/2022	101-13-4208-0000	
79393	Newsletter Svc	457.08	03/30/2022	101-13-4400-0000	
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	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 04/05/2022 - 2:45PM
 Batch: 00007.03.2022 - Feb-BOM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
Feb-2022-BradM	Fuel	543.04	03/30/2022	101-32-4212-0000	
Feb-2022-BradM	Amazon	8.59	03/30/2022	101-32-4221-0000	
Feb-2022-BradM	Amazon	133.68	03/30/2022	101-32-4221-0000	
Feb-2022-BradM	CarQuest	41.20	03/30/2022	101-32-4221-0000	
Feb-2022-BradM	Cub Foods	53.58	03/30/2022	101-32-4245-0000	
Feb-2022-BradM	Hb Sealing	78.59	03/30/2022	101-32-4245-0000	
Feb-2022-BradM	Shorewood True	4.41	03/30/2022	101-32-4245-0000	
Feb-2022-BradM	Shorewood True	7.16	03/30/2022	101-32-4245-0000	
Feb-2022-BradM	Truck Utilities	144.57	03/30/2022	101-32-4221-0000	
Feb-2022-BradM	Ziegler Return	-906.77	03/30/2022	101-32-4245-0000	
Feb-2022-Brenda	MN State CollegeMCFOA Annual Conf	275.00	03/30/2022	101-13-4331-0000	
Feb-2022-BrettB	Chiefs Towing	330.00	03/30/2022	101-32-4400-0000	
Feb-2022-BrettB	Amazon	52.82	03/30/2022	101-52-4245-0000	
Feb-2022-BrettB	Amazon	15.90	03/30/2022	101-32-4223-0000	
Feb-2022-BrettB	Amazon	25.52	03/30/2022	101-32-4223-0000	
Feb-2022-BrettB	Amazon	62.04	03/30/2022	611-00-4245-0000	
Feb-2022-BrettB	Amazon	33.96	03/30/2022	611-00-4245-0000	
Feb-2022-BrettB	Amazon	19.90	03/30/2022	101-32-4245-0000	
Feb-2022-BrettB	USA Blue Book-Manhole Lifter Hammer	287.29	03/30/2022	611-00-4240-0000	
Feb-2022-BrettB	ATT-Phone	23.50	03/30/2022	101-32-4321-0000	
Feb-2022-BruceS	Fuel	245.35	03/30/2022	101-32-4212-0000	
Feb-2022-BruceS	CarQuest	38.84	03/30/2022	101-32-4221-0000	
Feb-2022-ChrisH	Fuel	513.70	03/30/2022	101-32-4212-0000	
Feb-2022-ChrisP	Fuel	303.99	03/30/2022	101-32-4212-0000	
Feb-2022-ChrisP	Shorewood True	90.52	03/30/2022	101-52-4245-0000	
Feb-2022-CityCard	Culligan Bottled Water - Drink	33.00	03/30/2022	101-19-4245-0000	
Feb-2022-CityCard	Republic Services	10,296.00	03/30/2022	621-00-4400-0000	
Feb-2022-CityCard	Waste Mgmt-Public Works	792.62	03/30/2022	101-32-4400-0000	
Feb-2022-CityCard	Chanhassen-18505-001	18.84	03/30/2022	601-00-4263-0000	
Feb-2022-CityCard	Waste Mgmt-SSCC	304.44	03/30/2022	201-00-4400-0000	
Feb-2022-CityCard	Chanhassen-18505-000	1,937.96	03/30/2022	601-00-4263-0000	
Feb-2022-CityCard	Verizon-Lift Station	13.95	03/30/2022	611-00-4321-0000	

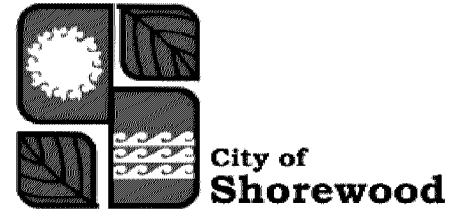
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Feb-2022-CityCard	Culligan Bottled Water-Solar	135.85	03/30/2022	201-00-4245-0000	
Feb-2022-CityCard	AT&T - Wade's Ipad	23.49	03/30/2022	101-24-4321-0000	
Feb-2022-GregL	Sam's	59.19	03/30/2022	101-19-4245-0000	
Feb-2022-GregL	Eventbrite - Pollinator Friendly Conf	30.00	03/30/2022	101-13-4331-0000	
Feb-2022-JoeR	Government Finance Office	170.00	03/30/2022	101-15-4433-0000	
Feb-2022-JoeR	Government Finance Office	70.00	03/30/2022	101-15-4433-0000	
Feb-2022-JoeR	MN Society - CPA 3 years	340.00	03/30/2022	101-15-4433-0000	
Feb-2022-JulieM	Canva	119.40	03/30/2022	101-13-4433-0000	
Feb-2022-JulieM	Dropbox	119.88	03/30/2022	101-13-4433-0000	
Feb-2022-LarryB	Dept of Natural-2021 Water Report	3,116.11	03/30/2022	601-00-4437-0000	
Feb-2022-LarryB	Hsem Tier	100.00	03/30/2022	601-00-4437-0000	
Feb-2022-LarryB	Hsem Tier	2.49	03/30/2022	601-00-4437-0000	
Feb-2022-LarryB	Fuel	60.16	03/30/2022	101-32-4212-0000	
Feb-2022-LarryB	Water System Comm	17.00	03/30/2022	601-00-4321-0000	
Feb-2022-LukeW	Fuel	124.01	03/30/2022	101-32-4212-0000	
Feb-2022-NeliaC	Office Depot	124.79	03/30/2022	101-13-4200-0000	
Feb-2022-Robert	Fuel	144.00	03/30/2022	101-32-4212-0000	
Feb-2022-Robert	Shorewood Trues	10.07	03/30/2022	601-00-4223-0000	
Feb-2022-Robert	Shorewood Trues	38.97	03/30/2022	601-00-4223-0000	
Feb-2022-Robert	Shorewood Trues	32.26	03/30/2022	601-00-4223-0000	
Feb-2022-Sandie	Amazon	61.21	03/30/2022	101-13-4200-0000	
Feb-2022-Sandie	Amazon	7.40	03/30/2022	101-13-4200-0000	
Feb-2022-Sandie	Amazon	46.96	03/30/2022	101-13-4200-0000	
Feb-2022-Sandie	Cub-Employee Enagement	41.18	03/30/2022	101-19-4245-0000	
Feb-2022-Sandie	LMC- Sandie	20.00	03/30/2022	101-13-4331-0000	
Feb-2022-Sandie	LMC- Chris Heitz	20.00	03/30/2022	101-32-4331-0000	
Feb-2022-Sandie	LMC- Brenda & Nelia	40.00	03/30/2022	101-13-4331-0000	
Feb-2022-Sandie	Society for HR - Annual	229.00	03/30/2022	101-13-4433-0000	
Feb-2022-Sandie	Target-Employees Engagment	163.82	03/30/2022	101-19-4245-0000	
Feb-2022-TimK	Fuel	346.42	03/30/2022	101-32-4212-0000	
Feb-2022-TimK	Menards	48.54	03/30/2022	101-32-4245-0000	
Feb-2022-TimK	Menards	215.01	03/30/2022	101-52-4245-0000	
Feb-2022-TimK	Northern Tool	350.79	03/30/2022	601-00-4223-0000	
Feb-2022-TimK	Northern Tool	80.63	03/30/2022	611-00-4240-0000	
Feb-2022-TwiaG	Amazon	45.14	03/30/2022	101-53-4245-0000	
Feb-2022-WadeW	Fuel	48.22	03/30/2022	101-24-4212-0000	
Feb-2022-WadeW	U of M - Con't Education	115.00	03/30/2022	101-24-4331-0000	
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Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
74594964	City of Shwd- Badger Well	69.81	03/30/2022	601-00-4395-0000	
74594964	Public Works	67.20	03/30/2022	101-32-4321-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
74594964	City Hall	138.48	03/30/2022	101-19-4321-0000	
74594964	Badger-Manor-Cathcart Parks	206.82	03/30/2022	101-52-4321-0000	
74594964	City of Shwd-West Tower	139.70	03/30/2022	601-00-4321-0000	
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Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 04/06/2022 - 11:40AM
 Batch: 00002.04.2022 - AP-04-11-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 102	ABDO EICK & MEYERS LLP			Check Sequence: 1	ACH Enabled: False
455117	Audit Service	16,400.00	04/11/2022	101-16-4301-0000	
	Check Total:	16,400.00			
Vendor: 104	ADAM'S PEST CONTROL INC			Check Sequence: 2	ACH Enabled: True
3437376	Building Inspection-Shorewood	87.85	04/11/2022	101-19-4400-0000	
3438794	Building Inspection-Southshore	73.90	04/11/2022	201-00-4400-0000	
	Check Total:	161.75			
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 3	ACH Enabled: True
INV273704	Konica Minolta/C658 Copier	634.24	04/11/2022	101-19-4221-0000	
INV274145	Konica Minolta/C658	35.00	04/11/2022	101-19-4221-0000	
	Check Total:	669.24			
Vendor: 557	JAMES CLAYTON BERDAHL			Check Sequence: 4	ACH Enabled: False
2022-Garden	Freeman Park Plaza	100.00	04/11/2022	101-53-4245-0000	
	Check Total:	100.00			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 5	ACH Enabled: True
286691	General Engineering	12,136.50	04/11/2022	101-31-4303-0000	
286692	Mill & Overlay-2021	142.00	04/11/2022	413-00-4680-0000	
286693	Catchbasin & Culvert Repairs	1,523.00	04/11/2022	631-00-4303-0000	
286694	Mill & Overlay-2022	17,601.00	04/11/2022	416-00-4303-0000	
286695	Pavement Striping	431.00	04/11/2022	404-00-4620-0007	
286696	Pond Maintanance	180.00	04/11/2022	631-00-4303-0000	
286697	Sanitary Sewer Cleaning	386.00	04/11/2022	611-00-4303-0000	
286698	24275 Smithtown Rd-Mikan Homes	820.00	04/11/2022	101-00-3414-0000	
286699	Beverly Drive Wetland	71.00	04/11/2022	631-00-4303-0000	
286700	Birch Bluff St-Utility Imprvmt	32,771.50	04/11/2022	414-00-4303-0000	
286723	Christmas Lake Boat Landing	2,863.00	04/11/2022	402-00-4680-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
286725	Fire Lane Survey	2,259.00	04/11/2022	101-31-4303-0000	
286726	Galpin Lake Road-Roadway	2,204.50	04/11/2022	415-00-4303-0000	
286728	GIS-Utilities	270.00	04/11/2022	631-00-4303-0000	
286728	GIS-Utilities-Water	5,257.00	04/11/2022	601-00-4303-0000	
286728	GIS-Utilities-Sewer	810.00	04/11/2022	611-00-4303-0000	
286732	Glen Rd-Manitou Ln-Amlee Rd St	10,320.00	04/11/2022	407-00-4303-0000	
286733	Grant Street Drainage	4,070.50	04/11/2022	631-00-4303-0000	
286734	Lift Station 7 Rehabilitation	975.00	04/11/2022	611-00-4303-0000	
286735	Lift Station 9 Rehabilitation	12,538.65	04/11/2022	611-00-4303-0000	
286737	Mary Lake Outlet	2,456.00	04/11/2022	631-00-4303-0000	
286738	Mound Location & Framework	804.00	04/11/2022	404-00-4620-0000	
286739	MS4 Administration	1,297.00	04/11/2022	631-00-4302-0009	
286740	Shorewood Ln Ravine Restore	4,608.00	04/11/2022	631-00-4303-0000	
286741	Shorewood Oaks Drainage	172.00	04/11/2022	631-00-4303-0000	
286742	Silverwood Park Improvements	71.00	04/11/2022	402-00-4680-0000	
286743	Smithtown Pond-26115 Smithtown Ln-Bob Koh	9,339.00	04/11/2022	631-00-4303-0000	
286744	Walnut Grove Villas(Stoddard Companies)	2,675.00	04/11/2022	101-00-3414-0000	
286745	Strawberry Ln St Reconst & Trl	11,268.00	04/11/2022	409-00-4303-0000	
286746	Sweetwater Cur Watermain	120.00	04/11/2022	601-00-4303-0000	
	Check Total:	140,439.65			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 6	ACH Enabled: True
005S5508	Dump Truck Repair	6,784.07	04/11/2022	101-32-4221-0000	
005S5652	Dump Truck Repair	1,063.51	04/11/2022	101-32-4221-0000	
	Check Total:	7,847.58			
Vendor: 127	TENA BRANDHORST			Check Sequence: 7	ACH Enabled: False
2022-Garden	Shorewood Community Center	100.00	04/11/2022	101-53-4245-0000	
	Check Total:	100.00			
Vendor: 1122	CONNIE BRANSON			Check Sequence: 8	ACH Enabled: False
2022-Garden	Freeman Park Plaza	100.00	04/11/2022	101-53-4245-0000	
	Check Total:	100.00			
Vendor: 133	CARGILL, INCORPORATED			Check Sequence: 9	ACH Enabled: False
2907012944	Salt for Deicing	2,912.33	04/11/2022	101-33-4245-0000	
	Check Total:	2,912.33			
Vendor: 136	CENTERPOINT ENERGY			Check Sequence: 10	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
03-30-2022	20405 Knightsbridge Rd	123.25	04/11/2022	601-00-4394-0000	
03-30-2022	28125 Boulder Bridge	234.01	04/11/2022	601-00-4396-0000	
03-30-2022	24200 Smithtown Rd	892.27	04/11/2022	101-32-4380-0000	
03-30-2022	6000 Eureka Road	259.52	04/11/2022	101-52-4380-0000	
03-30-2022	5755 Country Club Rd	333.80	04/11/2022	101-19-4380-0000	
79456885-032422	5735 Country Club Rd-SCEC	346.83	04/11/2022	201-00-4380-0000	
86501806-032422	20630 Manor Rd	75.31	04/11/2022	101-52-4380-0000	
	Check Total:	2,264.99			
Vendor: 137	CENTURY LINK			Check Sequence: 11	ACH Enabled: True
9524702294MAR22	952-470-2294-PW	65.80	04/11/2022	101-32-4321-0000	
9524706340MAR22	952-474-6340-CH	119.75	04/11/2022	101-19-4321-0000	
9524707819MAR22	952-470-7819-SSCC	123.60	04/11/2022	201-00-4321-0000	New Line
	Check Total:	309.15			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 12	ACH Enabled: False
1st Qtr-2022-Water	Quarterly Water Usage	5,286.45	04/11/2022	601-00-4261-0000	
1st Qtr-2022-Water	Quarterly Sewer Usage	0.00	04/11/2022	611-00-4386-0000	
	Check Total:	5,286.45			
Vendor: 147	CITY OF MOUND			Check Sequence: 13	ACH Enabled: True
2nd Qtr-2022	Fire Svc & Protection Payment	6,597.75	04/11/2022	101-22-4400-0000	Quarterly
	Check Total:	6,597.75			
Vendor: 1159	DONOVAN CREATIVE GROUP			Check Sequence: 14	ACH Enabled: False
1072	Commissioner Gault	50.00	04/11/2022	101-11-4245-0000	
	Check Total:	50.00			
Vendor: 166	EARL F. ANDERSEN			Check Sequence: 15	ACH Enabled: False
0129089-IN	Signs	854.40	04/11/2022	101-32-4245-0000	
	Check Total:	854.40			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 16	ACH Enabled: True
881462	L.S. 7-9-10	277.56	04/11/2022	611-00-4351-0000	
882301	L.S. 7-9-10	428.40	04/11/2022	611-00-4351-0000	
883341	Sign Regulations	47.60	04/11/2022	101-18-4351-0000	
883530	Sign Regulations	30.84	04/11/2022	101-18-4351-0000	
883531	Ord. No. 586	88.67	04/11/2022	101-13-4351-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
884644	Ord. No. 586	136.85	04/11/2022	101-13-4351-0000	
	Check Total:	1,009.92			
Vendor: 179	EXCELSIOR FIRE DISTRICT			Check Sequence: 17	ACH Enabled: False
2nd Qtr-2022	Building	65,189.40	04/11/2022	101-22-4620-0000	
2nd Qtr-2022	Operations	114,439.56	04/11/2022	101-22-4400-0000	
	Check Total:	179,628.96			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 18	ACH Enabled: False
0487503-1	Water Meters Purchased	752.18	04/11/2022	601-00-4265-0000	
0487504-1	Water Meters Purchased	77.95	04/11/2022	601-00-4265-0000	
0487506	Water Meters Purchased	1,613.82	04/11/2022	601-00-4265-0000	
0490413	Water Meters Purchased	2,024.75	04/11/2022	601-00-4265-0000	
0490415	Water Meters Purchased	1,436.54	04/11/2022	601-00-4265-0000	
0490415-1	Water Meters Purchased	1,191.38	04/11/2022	601-00-4265-0000	
IB137975-18	Bids Credit	-4,050.00	04/11/2022	601-00-4400-0000	
PY0478952-1	Credit	-7.00	04/11/2022	601-00-4400-0000	
	Check Total:	3,039.62			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 19	ACH Enabled: True
2030737	Monthly Rental	35.55	04/11/2022	601-00-4400-0000	
2030737	Monthly Rental	35.55	04/11/2022	611-00-4400-0000	
2030737	Monthly Rental	35.55	04/11/2022	631-00-4400-0000	
	Check Total:	106.65			
Vendor: 211	HAWKINS, INC.			Check Sequence: 20	ACH Enabled: True
6143277	Chlorine	1,320.90	04/11/2022	601-00-4245-0000	
	Check Total:	1,320.90			
Vendor: 216	HENNEPIN COUNTY RECORDER & REGIS			Check Sequence: 21	ACH Enabled: False
24640BentgrassW	Record-Grant of Drainage & Utility Easement-2	46.00	04/11/2022	101-18-4400-0000	Record
Res.21-152	Res.#21-152-Grant DrainageUtility Easement-24	46.00	04/11/2022	101-18-4400-0000	Record
	Check Total:	92.00			
Vendor: 471	HENNEPIN COUNTY ACCOUNTS RECEIVA			Check Sequence: 22	ACH Enabled: False
2022-5520GrantL	2022-Property Tax-5520 Grant Lorenz Rd	302.64	04/11/2022	631-00-4437-0000	
2022-PID351411	2022-Property Tax-PID-35-117-23-14-0011	15.60	04/11/2022	101-19-4437-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	318.24			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 23	ACH Enabled: False
1000184791	REC0001086-MonthlySubscription	77.50	04/11/2022	101-31-4400-0000	RecordEase Payment
	Check Total:	77.50			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 24	ACH Enabled: True
20134986	SCEC - Mats	70.65	04/11/2022	201-00-4400-0000	
20137891	City Hall - Mats	192.73	04/11/2022	101-19-4400-0000	
20140796	SCEC - Mats	70.65	04/11/2022	201-00-4400-0000	
	Check Total:	334.03			
Vendor: 723	INTERNAL REVENUE SERVICE			Check Sequence: 25	ACH Enabled: False
CP220-Jun2020	2nd Qtr-2020 - 941 Assessment	133.03	04/11/2022	101-15-4400-0000	
	Check Total:	133.03			
Vendor: 251	LAKE MINNETONKA CONSERVATION DISTRICT			Check Sequence: 26	ACH Enabled: True
2022Q2Shor	Quarterly Levy Payment	6,564.50	04/11/2022	101-11-4433-0000	
	Check Total:	6,564.50			
Vendor: 1232	LANDFORM			Check Sequence: 27	ACH Enabled: True
32655	Labadie Variance	2,466.50	04/11/2022	101-18-4400-0000	
	Check Total:	2,466.50			
Vendor: 972	LON THARALDSON PLUMBING & HEATING			Check Sequence: 28	ACH Enabled: False
718	Gas Leaking Repair	535.35	04/11/2022	201-00-4223-0000	
	Check Total:	535.35			
Vendor: 1236	MADER FARM, LLC			Check Sequence: 29	ACH Enabled: False
GrantSt2021	Grant Street-Wetland Purchase Agreement	7,840.80	04/11/2022	631-00-4680-0000	
	Check Total:	7,840.80			
Vendor: 268	NORMA MARIEN			Check Sequence: 30	ACH Enabled: False
2022-Garden	Freeman Park Entrance	100.00	04/11/2022	101-53-4245-0000	
	Check Total:	100.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1123 2022-Garden	LACEY MESA Silverwood Park	100.00	04/11/2022	Check Sequence: 31 101-53-4245-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: 279 1136624	METROPOLITAN COUNCIL (WASTEWATER) Monthly Waste Water Svc	89,237.49	04/11/2022	Check Sequence: 32 611-00-4385-0000	ACH Enabled: True
	Check Total:	89,237.49			
Vendor: 453 1st Qtr-2022-SAC	METROPOLITAN COUNCIL (SAC) Monthly SAC Report	7,380.45	04/11/2022	Check Sequence: 33 611-00-2082-0000	ACH Enabled: True
	Check Total:	7,380.45			
Vendor: 11 1st Qtr-2022-Sales Tax	MINNESOTA DEPARTMENT OF REVENUE Quarterly Water Sales Tax -	483.00	04/11/2022	Check Sequence: 34 601-00-2081-0000	ACH Enabled: True
	Check Total:	483.00			
Vendor: 298 ABR0280578X ABR0280597X	MINNESOTA DEPARTMENT OF LABOR & II 24200 Smithtown Rd-Public Works 5755 Covington-Silver Lk Park Pump House	10.00 10.00	04/11/2022 04/11/2022	Check Sequence: 35 101-32-4437-0000 601-00-4437-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 305 8937	MNSPECT, LLC Inspection Services	1,400.00	04/11/2022	Check Sequence: 36 101-24-4400-0000	ACH Enabled: True
	Check Total:	1,400.00			
Vendor: 313 March-2022	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	119.90	04/11/2022	Check Sequence: 37 101-15-4331-0000	ACH Enabled: True
	Check Total:	119.90			
Vendor: 322 233571982001	OFFICE DEPOT Copy Paper	75.98	04/11/2022	Check Sequence: 38 101-13-4200-0000	ACH Enabled: False
	Check Total:	75.98			
Vendor: 325 1300274 1300275 1300276	ON SITE SANITATION -TWIN CITIES Cathcart Park-26655 W- 62nd St Freeman Park-6000 Eureka Rd Silverwood Pk-5755 Covington R	68.55 394.16 68.55	04/11/2022 04/11/2022 04/11/2022	Check Sequence: 39 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1300277	South Shore-5355 St Albans Bay	68.55	04/11/2022	101-52-4410-0000	
1300278	Christmas Lk Rd-5625 Merry Ln	239.93	04/11/2022	101-52-4410-0000	
	Check Total:	839.74			
Vendor: 334	CHRISTOPHER POUNDER			Check Sequence: 40	ACH Enabled: False
2022-EyeGlasses	Eye Glasses	100.00	04/11/2022	101-32-4245-0000	
	Check Total:	100.00			
Vendor: 685	BRENDA PRICCO			Check Sequence: 41	ACH Enabled: True
March-2022	Mileage-MCFOA Conf in St Cloud	120.82	04/11/2022	101-13-4331-0000	
	Check Total:	120.82			
Vendor: UB*00461	John Reilly			Check Sequence: 42	ACH Enabled: False
	Refund Check 008290-000, 20270 Excelsior Blv	55.95	04/11/2022	611-00-2010-0000	
	Refund Check 008290-000, 20270 Excelsior Blv	23.98	04/11/2022	631-00-2010-0000	
	Refund Check 008290-000, 20270 Excelsior Blv	23.98	04/11/2022	621-00-2010-0000	
	Check Total:	103.91			
Vendor: 906	REVIZE, LLC			Check Sequence: 43	ACH Enabled: False
13236	2022-Website Maint	2,975.00	04/11/2022	101-13-4433-0000	
	Check Total:	2,975.00			
Vendor: 1179	MARY ROTUNNO			Check Sequence: 44	ACH Enabled: False
2022-Garden	Catheart Park	100.00	04/11/2022	101-53-4245-0000	
	Check Total:	100.00			
Vendor: 345	SAFEASSURE CONSULTANTS, INC.			Check Sequence: 45	ACH Enabled: False
3147	Annual Safety Training Constult	3,464.44	04/11/2022	101-32-4400-0000	
	Check Total:	3,464.44			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 46	ACH Enabled: False
132962	Shredded Svc	54.75	04/11/2022	101-13-4400-0000	
	Check Total:	54.75			
Vendor: UB*00462	Greg & Maria Slusser			Check Sequence: 47	ACH Enabled: False
	Refund Check 006088-000, 19960 Sweetwater C	38.48	04/11/2022	601-00-2010-0000	
	Refund Check 006088-000, 19960 Sweetwater C	44.89	04/11/2022	611-00-2010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check 006088-000, 19960 Sweetwater C	19.24	04/11/2022	631-00-2010-0000	
	Refund Check 006088-000, 19960 Sweetwater C	19.24	04/11/2022	621-00-2010-0000	
	Check Total:	121.85			
Vendor: 842	SORENSEN CONSULTING			Check Sequence: 48	ACH Enabled: False
01-16-22-Lerud	360 Leadership Assessment-Greg Lerud	500.00	04/11/2022	101-13-4400-0000	
	Check Total:	500.00			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPA			Check Sequence: 49	ACH Enabled: False
2nd Qtr-2022-DS	Quarterly- Debt Service	52,236.75	04/11/2022	101-21-4620-0000	
April-2022-OB	Monthly-Operating Budget Exp	117,010.25	04/11/2022	101-21-4400-0000	
Feb-2022-HCPF	Monthly-Henn Cty Process Fee	300.00	04/11/2022	101-21-4400-0000	
	Check Total:	169,547.00			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 50	ACH Enabled: True
82864	Custodial Service-CH Building	472.00	04/11/2022	101-19-4400-0000	
82865	Custodial Service-PWs Building	358.00	04/11/2022	101-32-4400-0000	
	Check Total:	830.00			
Vendor: 296	STATE OF MN-MINNESOTA DEPARTMENT			Check Sequence: 51	ACH Enabled: False
1st Qtr-2022-SS	Quarterly Water Surcharges	3,793.00	04/11/2022	601-00-2082-0000	
	Check Total:	3,793.00			
Vendor: 372	SWANK MOTION PICTURES, INC.			Check Sequence: 52	ACH Enabled: False
RG1884709	Movie In the Park-2022-The Jungle Book	465.00	04/11/2022	101-53-4248-0000	
	Check Total:	465.00			
Vendor: UB*00458	Marilyn Swanson			Check Sequence: 53	ACH Enabled: False
	Refund Check 008269-000, 19400 Mckinley Ct	37.57	04/11/2022	601-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	43.82	04/11/2022	611-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	18.79	04/11/2022	631-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	18.78	04/11/2022	621-00-2010-0000	
	Check Total:	118.96			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 54	ACH Enabled: False
137956	Background Verification-Matthew Robert Vanlittl	85.00	04/11/2022	101-32-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	85.00			
Vendor: 821	SANDRA LEE THONE			Check Sequence: 55	ACH Enabled: True
Jan-Mar-2022-Mileage	Reimbursement-Jan - Mar Mileage	32.76	04/11/2022	101-13-4331-0000	
	Check Total:	32.76			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 56	ACH Enabled: True
M27107	Council Meeting	433.75	04/11/2022	101-13-4400-0000	
M27107	Planning Meeting	276.75	04/11/2022	101-18-4400-0000	
M27107	Park Meeting	154.00	04/11/2022	101-52-4400-0000	
M27222	Council Meeting	253.00	04/11/2022	101-13-4400-0000	
	Check Total:	1,117.50			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 57	ACH Enabled: False
13393	Newsletters	1,050.00	04/11/2022	101-13-4351-0000	
13393	Park Insert -Movie in the Park	445.00	04/11/2022	101-53-4351-0000	
	Check Total:	1,495.00			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 58	ACH Enabled: False
17308	Monthly Bacteria Svc	150.00	04/11/2022	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 59	ACH Enabled: True
March-2022	Uniforms	552.40	04/11/2022	101-32-4400-0000	
	Check Total:	552.40			
Vendor: 388	UNIQUE PAVING MATERIALS CORP.			Check Sequence: 60	ACH Enabled: True
65890	Cold Mix	135.00	04/11/2022	101-32-4250-0000	
65973	Cold Mix	832.95	04/11/2022	101-32-4250-0000	
	Check Total:	967.95			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 61	ACH Enabled: False
9900841612	Sewer & Water - Acct842017386	80.99	04/11/2022	601-00-4321-0000	Acct #842017386-00001
9900841612	Sewer & Water - Acct842017386	81.01	04/11/2022	611-00-4321-0000	Acct #842017386-00001
9900841612	Sewer & Water - Acct842017386	80.99	04/11/2022	631-00-4321-0000	Acct #842017386-00001
	Check Total:	242.99			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 393	VESSCO, INC			Check Sequence: 62	ACH Enabled: True
87096	Chlorine	139.66	04/11/2022	601-00-4223-0000	
	Check Total:	139.66			
Vendor: 415	WARNER CONNECT			Check Sequence: 63	ACH Enabled: True
29940635	Network Maint Services	4,478.12	04/11/2022	101-19-4321-0000	
29940670	Network Maint Services	540.00	04/11/2022	101-19-4321-0000	
29940749	Network Maint Services	742.50	04/11/2022	101-19-4321-0000	
	Check Total:	5,760.62			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 64	ACH Enabled: True
274608	Watermain Break	454.49	04/11/2022	601-00-4400-0000	
	Check Total:	454.49			
Vendor: 410	WSB AND ASSOCIATES, INC.			Check Sequence: 65	ACH Enabled: True
R-012809-000-36	Street Reclamation-Enchanted	121.00	04/11/2022	404-00-4680-0023	
R-014590-000-32	Woodside Rd Street Reclamation	217.50	04/11/2022	408-00-4303-0000	
	Check Total:	338.50			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 66	ACH Enabled: True
771339584	5655 Merry Lane	31.09	04/11/2022	101-52-4380-0000	5655 Merry Lane
771518117	5500 Old Market Rd	21.13	04/11/2022	601-00-4398-0000	5500 Old Market Rd
772352463	C.H. Sves	548.44	04/11/2022	101-19-4380-0000	C.H. Sves
772352463	P.W. Bldg Svc	458.89	04/11/2022	101-32-4380-0000	P.W. Bldg Svc
772352463	P.W. Street Lights Svc	3,901.99	04/11/2022	101-32-4399-0000	P.W. Street Lights Svc
772352463	Parks	746.61	04/11/2022	101-52-4380-0000	Parks
772352463	Amesbury	170.92	04/11/2022	601-00-4394-0000	Amesbury
772352463	Boulder Bridge	157.79	04/11/2022	601-00-4396-0000	Boulder Bridge
772352463	S.E. Area Svc	3,421.33	04/11/2022	601-00-4398-0000	S.E. Area Svc
772352463	Lift Station Street Lights	-2,828.50	04/11/2022	611-00-4380-0000	L.S. Street Lights
773097989	24253 Smithtown Rd	1,666.58	04/11/2022	601-00-4395-0000	24253 Smithtown Rd
773115791	5735 Country Club Rd	726.68	04/11/2022	201-00-4380-0000	5735 Country Club Rd
773154486	5755 Country Club Rd	167.69	04/11/2022	101-19-4380-0000	5755 Country Club Rd
773459902	5700 County Rd 19	47.72	04/11/2022	101-32-4399-0000	5700 County Rd 19
773459902	5700 County Rd 19 - Unit Light	275.47	04/11/2022	101-32-4399-0000	5700 County Rd 19 - Unit Light
773542210	28125 Boulder Bridge Drive	396.92	04/11/2022	601-00-4396-0000	28125 Boulder Bridge Drive
773559623	4931 Shady Isalnd Road	53.00	04/11/2022	611-00-4380-0000	4931 Shady Isalnd Road
	Check Total:	9,963.75			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	690,913.20			
	Total of Number of Checks:	66			



City of Shorewood Council Meeting Item

Title/Subject: Authorize Professional Service Agreement with MNSPECT for Consulting Inspector Services

Meeting Date: March 22, 2021

Prepared By: Marie Darling, Planning Director
Reviewed By: Greg Lerud, City Administrator

Attachments: Professional Service Agreement Resolution

Background: MNSPECT was recently purchased by a new firm, SAFEbuilt, and that firm, while keeping MNSPECT as the business name, has proposed an updated contract for city consideration. The city has been using MNSPECT to provide support for the Building Official for many years and their service has been reliable and thorough. They have adapted well to the new permitting and paperless inspections.

The principal change from the previous agreement are changes to the hourly rate for their inspectors. Due to increasing costs and inflation, MNSPECT is increasing their rates from the previous \$35 per ½ hour to \$42.50 per each ½ hour. The minimum fee is 1 hour.

MNSPECT has primarily been providing inspections services on Mondays and ½ day on Tuesdays, as needed, and also completing all the requested inspections when the Building Official is on leave.

Financial or Budget Considerations: The protective inspections budget currently includes \$29,700 for contractual services which includes obligations for MNSPECT, the city's permitting software (Iworq), etc. The amount budgeted should be adequate to cover the anticipated increase. Additionally, staff will be reviewing the permit fees for small projects, such as plumbing and mechanical permits, to ensure that we are collecting sufficient revenue to cover operating expenses. Staff is completing more inspections by video and photos to avoid increasing permit costs wherever possible.

Recommended Action: Staff recommends authorizing the Professional Services Agreement with MNSPECT. Action requires a simple majority vote.

Next Steps and Timeline: Staff will inform the company of the council's decision and execute the agreement.

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.*

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SHOREWOOD, MINNESOTA
AND MNSPECT, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Shorewood, Minnesota, (“Municipality”) and MNSPECT, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using the City’s standard software package. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be thirty-six (36) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement upon ninety (90) days written notice without cause and with no penalty or additional cost beyond the rates stated in this Agreement.

This Agreement may be terminated for cause at any time if either Party to this Agreement should materially breach any material provision herein. In such case, the non-breaching party will notify the breaching party in writing specifying the respect in which such party has breached the Agreement. In the event that such breach is not remedied to the reasonable satisfaction of the non-breaching party within thirty (30) calendar days after delivery of the above notice, the non-breaching party may, by written notice to the breaching party, terminate this Agreement, effective immediately. If the breach is cured to the satisfaction of the non-breaching party, this Agreement shall continue as if no breach had occurred.

Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of termination with or without cause.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

Consultant will have access to data collected or maintained by the Municipality to the extent necessary to perform Consultant's obligations under this agreement. Consultant agrees to maintain all data obtained from the Municipality in the same manner as the Municipality is required to maintain such data under the Minnesota Government Data Practices Act, Minnesota Statutes Ch. 13 ("MGDPA"). Consultant will not release or disclose the contents of data classified by the MGDPA as not public to any person except at the written direction of the Municipality or other legally binding request. Consultant agrees to defend and indemnify the Municipality from any claim, liability, damage or loss asserted against the Municipality to the extent caused by Consultant's failure to comply with applicable requirements of the MGDPA or this Agreement. Upon termination of this Agreement, Consultant agrees to return all such data as requested by the City.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. COMPLAINTS AND APPEALS

Any complaint about Consultant received by Municipality shall be forwarded to Consultant's representative listed in Notices Section of this Agreement. Municipality shall provide specific complaint details to the extent allowed by law. Consultant will submit a response to the Municipality within ten (10) business days of receipt. MN Rule 1300.0230 provides a mechanism for persons aggrieved by an order, decision, or determination of the Building Official to appeal under the State Building Code. In the event a Municipality does not have an appeals board, appeals will be heard by the State of Minnesota appeals board. All other appeals of Consultant decisions will proceed as required by applicable section of the Municipal code or state law.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Greg Lerud, City Administrator City of Shorewood 5755 Country Club Road Shorewood, Minnesota Email: glerud@ci.shorewood.mn.us	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Minnesota, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Avner Alkhas, Chief Financial Officer
MNSPECT, LLC

Date

Signature
City of Shorewood, Minnesota

Date

Name and Title
City of Shorewood, Minnesota

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Residential Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections scheduled prior to 4:00 pm by the end of the next business day or as agreed upon		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>Completeness Check</u>	<u>From Complete Submittal</u>
	✓ Commercial (IBC)	5 business days or less	10 - 15 business days or less
	✓ Residential (IRC)	2 business days or less	5 - 7 business days or less
Note: Submittal of 8.5" x 11" and/or 11" x 17" color plans may reduce turnaround time by up to two (2) days			

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Residential Inspection Services <ul style="list-style-type: none"> Travel time waived for one (1) roundtrip if minimum number of continuous inspections is three (3) Gaps in the inspection schedule paid at \$42.50 per ½ hour gap More than one (1) continuous gap charge is \$42.50 for an additional roundtrip 	\$42.50 per ½ hour / one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Plan Review Services	75% of Municipal Permit Fee as established by ordinance or resolution
Building Official/Management Team Services <ul style="list-style-type: none"> Mutually approved by Parties 	\$150.00 per hour – one (1) hour minimum
<ul style="list-style-type: none"> Clerical Svcs 	\$75.00 per hour – one (1) hour minimum
Hourly inspection time tracked includes roundtrip travel time between Consultant’s location and Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

**RESOLUTION NO. 22-030
CITY OF SHOREWOOD
COUNTY OF HENNIPIN
STATE OF MINNESOTA**

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICE
AGREEMENT WITH MNSPECT**

WHEREAS, the City of Shorewood ("City") has had a contract to provide on-demand building inspection services with MNSPECT for many years; and

WHEREAS, the City is satisfied with their services for conducting building inspection services; and

WHEREAS, MNSPECT was recently purchased by another firm, SAFEbuilt, and they proposed a new contract; and

WHEREAS, the City Attorney has reviewed the proposed contract and found it in order, and staff recommends continuing the relationship with MNSPECT.

WHEREAS, the City Council reviewed the revised agreement at a public meeting on April 11, 2022.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Shorewood, Minnesota that:

1. The City Council has reviewed the revised agreement at the April 11, 2022 meeting.
2. Authorizes the Mayor and City Clerk to enter into the service agreement, as proposed, on behalf of the City of Shorewood.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title / Subject: Probationary Appointment of Mr. Matt Van Lith to Light Equipment Operator Position, Public Works.

Meeting Date: April 11, 2022

Prepared by: Larry Brown, Director of Public Works

Reviewed by: Greg Lerud, City Administrator

Attachments: None

Policy Consideration: None.

Background / Previous Action: On February 14th, 2022, the City Council authorized the advertisement and position posting for a vacant position of Light Equipment Operator (LEO).

Staff reviewed application materials submitted, performed oral interviews and a practical hands on equipment test with two candidates that met the qualifications for the position. Staff is pleased to be able to recommend Mr. Matt Van Lith to the position of Light Equipment Operator. Mr. Van Lith has worked in a related position for seventeen years and brings a substantial amount of experience to this position.

This appointment is a six month probationary appointment. After successful completion of the probationary period, the Director of Public Works will conduct a review and will make recommendation to the City Council regarding regular appointment.

Financial or Budget Considerations: Staff is recommending that Mr. Van Lith's starting rate is a step 3 rate of \$31.81 per hour, according to the Union Labor Agreement. It is anticipated that Mr. Van Lith will provide his present employer notice immediately after this appointment is made.

Options

1. Make a motion making probationary appoint of Mr. Matt Van Lith to the position of Light Equipment Operator for the Department of Public Works.
2. Take no action.
3. Provide staff alternative direction.

Recommendation / Action Requested: Staff recommends that the City Council pass a motion making a probationary appointment of Mr. Matt Van Lith to the position of Light Equipment Operator for the Department of Public Works.



City of Shorewood Council Meeting Item

Title/Subject: Notification of 2022 Open Book Meeting Dates
Meeting Date: Monday, April 11, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Greg Lerud, City Administrator
Attachment: Hennepin County Assessor Memo

2G

MEETING
TYPE

Policy Consideration: Pursuant to Minnesota Statute 274.01, Subdivision 1, the County Assessor must set the date and time for the Local Board of Appeal and Equalization (LBAE) Meeting.

Background: The City of Shorewood has opted for an Open Book meeting in place of a Local Board of Appeal and Equalization (LBAE) meeting. Open book meetings are an important aspect of transparency in the assessment of real property. Hennepin County continues to take steps to support the health and safety of the public and their staff, and to prevent the spread of COVID-19.

Valuation notices have been mailed to tax payers. If a property owner has a concern with the information on their notice or disagrees with the valuation of their property, often issues can be resolved by a call to the assessor. If this does not resolve the issue or if they still have questions, or prefer a face-to-face conversation, they may continue their conversation with Hennepin County assessing staff during one of two *Virtual* Open Book meeting sessions as outlined below:

Tuesday, April 26, 2022 10:00 a.m. to 6:30 p.m.

Thursday, April 28, 2022 8:00 a.m. to 4:30 p.m.

Please see the attached Hennepin County Memo from Hennepin County Assessor James Atchison for additional information.

No Action Requested: For Informational purposes only.

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.

HENNEPIN COUNTY

MINNESOTA

Memo

To: City Clerks, City Administrators, City Managers, Local Assessors, City Assessors

From: James Atchison, SAMA, Hennepin County Assessor

Date: 3/15/2022

Hennepin County 2022 open book meetings

Open book meetings are an important aspect of transparency in the assessment of real property. We find it important to share the steps we have taken to continue to support the health and safety of the public and our staff, and to prevent the spread of COVID-19.

Open Book meetings

Valuation notices are currently being mailed. If a property owner has a concern with the information on their notice or the taxpayer disagrees with the valuation of their property, often issues can be resolved by calling the assessor.

The valuation notice will be accompanied with an insert providing additional information and instructions to assist taxpayers with understanding each of their appeal options. Each valuation notice mailed includes a phone number that will put taxpayers in touch with the appropriate appraiser or assessor for their jurisdiction.

After talking with their assessor, if they still have questions and the taxpayer prefers a face-to-face conversation, they can continue discussing their assessment with assessing staff during a virtual open book meeting session.

Date	Time
Tuesday, April 26	10 am to 6:30 pm
Thursday, April 28	8 am to 4:30 pm

Hennepin County Assessor's Office

A-2103 Government Center, Minneapolis, MN 55487

612-348-3046 | hennepin.us



If the taxpayer chooses to continue their "open book" conversation with assessing staff but have a conflict with the virtual meeting dates listed above, the appraisers will be flexible and work with the taxpayer to arrange a virtual face-to-face meeting at a more suitable date and time for their schedule.

It is important to note that taxpayers may call their assessor at any time after receiving their valuation notice up until the County Board of Appeal and Equalization (CBAE) deadline for appointments on May 18, 2022. Often, the taxpayers' questions may be answered, or concerns resolved during the phone conversation.

Hennepin County Assessor Value Review Process

Our appraisers continue to answer valuation calls from taxpayers and respond quickly to questions and concerns. In addition to virtual reviews, physical inspections can now be conducted in both residential and commercial properties for valuation and classification reviews. Our appraisers will remain flexible and collaborate with property owners to achieve the best review option for taxpayers. The appraisers will remain sensitive to the taxpayers needs related to personal protective equipment requirements. If a virtual review is necessary, real-time photographs of property, video walk-throughs, as well as, documentation related to their property, such as, inspection reports and appraisals will be coordinated with the taxpayer. We will also use all tools available to us including, aerial imagery, GIS technology, street view photography, sales listing information, etc.

Additional information about the 2022 assessment can be located at hennepin.us/assessment.

Thank you for your consideration and collaboration.

Contact

County Assessor

James Atchison

(612) 348-4567

james.atchison@hennepin.us

Assistant County Assessor

Joshua Hoogland

(612) 348-8853

joshua.hoogland@hennepin.us



City of Shorewood Council Meeting Item

Title/Subject: Accept City Administrator Resignation

Meeting Date: April 11, 2022

Prepared By: Greg Lerud, City Administrator

2H

MEETING
TYPE
REGULAR

Attachments: Resignation

Recommended Action: I recommend the City Council approve a motion to accept my resignation. Passaged requires a simple majority.

Next Steps and Timeline: To be discussed at the April 11 work session.

April 6, 2022

Mayor Jennifer Labadie
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

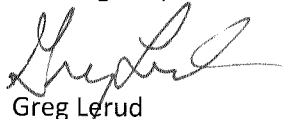
Dear Mayor Labadie,

Please accept this letter as my formal resignation as Shorewood City Administrator. My last day with the city will be May 6, 2022. I will continue to work on projects and initiatives throughout the next 30 days and complete those that I am able. For those projects that I cannot complete, I am happy to assist in any way to ensure a smooth transition to my replacement.

I want to thank you, current and past city council members for the support and leadership you have provided during the last five years. I have truly enjoyed working with the talented city staff to provide service to Shorewood residents.

While I am excited by the new opportunity, I will always fondly remember my time with Shorewood. Please do not hesitate to contact me if you need further information after I leave.

Kind regards,



Greg Lerud



City of Shorewood Council Meeting Item

Title / Subject: Accept Proposal for Safety Consultation Services From SafeAssure, Inc.

Meeting Date: April 11, 2022

Prepared by: Larry Brown, Director of Public Works

Attachments: Proposal by SafeAssure Consultants, Resolution

Policy Consideration: Should the City of Shorewood enter into a contract with SafeAssure Consultants to provide safety training and OSHA mandated safety programs?

Background / Previous Action

The Occupational Safety and Health Association (OSHA) mandates safety training for all employees. Each year all employees must be certified in the following areas:

- ◆ Employee Right to Know
- ◆ Blood Borne Pathogens
- ◆ Emergency Action Plan

Beyond the training indicated above, Public Works Personnel are also to be certified annually in the following areas:

- ◆ A Workplace Accident and Injury Reduction Program (AWAIR)
- ◆ Emergency Action Plan
- ◆ Control of Hazardous Energy
- ◆ Hazard Communications
- ◆ Confined Space Entry and Rescue
- ◆ Respiratory Protection
- ◆ Occupational Noise Exposure
- ◆ Bloodborne Pathogens
- ◆ Powered Industrial Trucks
- ◆ General Duty Clause
- ◆ Personal Protective Equipment
- ◆ Overhead Cranes
- ◆ Ergonomics
- ◆ Mobile Earthmoving Equipment

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.*

SafeAssure Inc. has provided these services previously, as a joint project with 11 other Lake Area communities. The ability to train with other municipalities provides the opportunity to train at a cost of approximately one fourth the cost of other programs.

SafeAssure also provides an automated Safety Data Sheet program. OSHA mandates that every material that an employee comes in contact with must have a Safety Data Sheet (SDS) that outlines health risks, protective equipment to be utilized, and chemical reaction data. This mandate, not only applies to chemicals, but to everyday items such as bolts, wood, and asphalt. The job of keeping SDS sheets current for every product that is received is an ominous task, at best.

As testimony to the program, the City has previously had a surprise inspection completed by OSHA. That inspection occurred at the time when the City was contracted with SafeAssure Consultants. Staff is pleased to report that the inspection went very well. The OSHA inspectors examined many parts of the program and were very satisfied as to how the program was outlined, and how the program was being implemented.

Attachment 1 is the proposal from SafeAssure in the amount of \$3,464.44. This item is an annual expenditure and has been programmed within the Public Works Operating Budget.

Staff Recommendation

Staff is recommending approval of a motion accepting the proposal from Safe Assure Consultants, for an amount not to exceed \$3,464.44.

Financial or Budget Considerations: The services, as specified, have been programmed into the annual 2022 operating budget.

Options:

1. Accept the proposal by SafeAssure, Inc., in the amount of \$3,464.44.
2. Provide Staff with alternative direction.

Recommendation / Action Requested:

1. Staff is recommending Option 1 that accepts the proposal from SafeAssure Consultants be approved, not to exceed \$3,464.44.

Connection to Vision / Mission: Providing safe services for employees helps provide quality services to our residents.

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

The required standards that apply to The City of Shorewood are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES 29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Shorewood to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for The City of Shorewood are for the sole and express use by The City of Shorewood and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Shorewood.

All written programs/services that are produced by SafeAssure Consultants, Inc. are **guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Shorewood should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.**

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
The City of Shorewood

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSOnline data base program

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Powered Industrial Trucks/Forklifts

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

Ergonomics

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

General Safety Requirements

- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Service Agreement

THIS AGREEMENT is made this first day of May 2022 between The City of Shorewood, Shorewood, Minnesota, herein referred to as The City of Shorewood and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Shorewood (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum of \$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Shorewood will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Shorewood, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless The City of Shorewood, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Shorewood, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Shorewood, the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Shorewood.

ANNUAL SERVICE AGREEMENT	\$ 3,464.44
MSDS ON-LINE SERVICES	\$ included
ANNUAL	\$3,464.44

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Shorewood

X _____
The City of Shorewood

X  040122
SafeAssure Consultants, Inc. Date

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

RESOLUTION 22-031

**A RESOLUTION ACCEPTING THE PROPOSAL FOR SAFETY CONSULTATION
SERVICES BY SAFEASSURE CONSULTANTS, INC.**

WHEREAS, the Occupational Safety and Health Administration mandates that every employer have in place a safety training program and comprehensive written safety policies; and

WHEREAS, the City of Shorewood is committed to keeping their employees trained and performing their job in a safe manner; and

WHEREAS, the Director of Public Works has solicited a proposal from SafeAssure Consultants, Inc. and has found it to be in order.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREWOOD, MINNESOTA, that the proposal provided for safety consultation services by SafeAssure Consultants Inc., in the amount of \$3,464.44, be approved.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve Food Truck for Tonka Youth Football Games

6A

Meeting Date: April 11, 2022
Prepared by: Twila Grout – Park & Rec Director

MEETING
TYPE
Regular
Meeting

Attachments: Special Permit Application
Map
Resolution

Background: Tonka Youth Football has applied for a special event permit to have a food truck at Badger Park on Saturdays from August 27 to October 31 from 9:30 am to 9:00 pm. Tonka Youth Football said that they have approximately six games on Saturdays with an average of 70-75 fans per game. They feel having a local food truck present at the games will bring a source of revenue and provide food and beverages to the fans watching the game.

The Excelsior Fire Department has approved the concept of the proposal and is okay with moving forward with the event but, they normally do not sign off on events until they have received the information from the participating food trucks. Once Tonka Youth Football determines the food truck, it will work with Excelsior Fire Department for inspections.

Attached is the permit application with the police, zoning and public works signatures approving the application, and a map showing the location of the foot truck.

Financial Considerations: None.

Action Requested: Staff recommends the city council approve the Special Event Permit application.

Approving the request requires a simple majority of Council members.

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.*

Page 1

February 5th, 2022



Minnetonka Youth Football
Attn: Mark Thurbush (Board Member)
16678 Meadowbrook Lane
Minnetonka, MN 55391

City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Special Event Permit Team-

I am submitting a Special Event Permit Application in order to have a Food Truck at Minnetonka youth football games on Saturdays from ~8/27/2022 to 10/31/2022.

Tonka youth football rents Badger field during the week as well on Saturdays. Most of our games are hosted on Saturdays from the end of August through the end of October. Each Saturday Tonka hosts approximately six games with on average 70-75 fans in attendance per game.

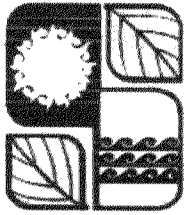
During these games Tonka Football would love to have support of a local food truck to provide food and non-alcoholic drinks during our games. This would be a source of revenue while providing a better football watching experience during our youth football games for the parents and members of the community.

This permit is requesting the ability to park one stand-alone food truck near the Badger football playing surface. Coordination of city fire code and clean-up will be provided by the owners of the trucks. We don't anticipate any noise or over crowding during these gatherings.

Please reach out with questions. I plan on attending the City Hall Town Meeting in March. Enclosed is our application fee of \$50 dollars.

Sincerely,

Mark Thurbush
612-306-7976



**CITY OF
SHOREWOOD**

5755 Country Club Road • Shorewood, Minnesota 55331
952.960.7900 Fax: 952.474.0128

**SPECIAL EVENT
PERMIT APPLICATION**

(Pursuant to City Code, Chapter 505)

(Please Print or Type)

Today's Date 2-5-22

Application Fee: \$50 public property/\$0 private property _____ Receipt # _____

Event to be Registered: Pursuant to City Code Chapter 505, any person or persons sponsoring an event at which it may reasonably be anticipated that there will be more than 75 persons in attendance shall, prior thereto, register such event with the City Clerk, giving the location, date, time, purpose, names of all sponsors, and the number of persons anticipated will be in attendance. *No fee is required for private property events or city sponsored events, including public safety events. Permit fees on public property are established by the City Council, Chapter 1301.*

Permit for Additional Events: Within a period of 6 months following such event, no additional event(s), at which it may reasonably be anticipated that there will be more than 75 persons in attendance, shall be permitted at the same location unless the person or persons who propose to sponsor the same shall first have obtained a special permit therefore approved by the City Council. Application for such permit shall be made to the City Clerk.

Event Location: Shorewood Badger Field Date of Event: Aug-Oct 2022

Number of Persons (anticipated) to Attend: 70 per game Time: 0930 - 2100 SATURDAYS

Purpose: Tonka Youth Football game - Food Trucks

Sponsor's Name(s) _____

Daytime Phone #: _____ Email address _____

Contact Name: Mark Turbush

Daytime Phone #: 612-306-7976 Email address: mturbush62@yahoo.com

Special Parking or Safety Provisions (e.g., traffic control, parking, pedestrian access): _____

one-two parking spots @ Badger Field

Food truck will provide trash Browsers + remove trash

Enforcement: A police officer may order all persons present in any such group or gathering from which such noise emanates, other than the owners or tenants of a dwelling unit, to immediately disperse from said event in lieu of being charged under this Chapter should the continued health, safety, comfort, and repose of the public be in jeopardy, or if the event is in violation of the provisions of Chapter 501 of the Shorewood City Code. Failure to comply with the conditions of the Special Events Permit may result in police enforcement.

ROADWAY MUST REMAIN PASSABLE FOR EMERGENCY VEHICLES!

Applicant's Signature: Mark W. Turbush Date: 2-5-22

Allow 5 business days for processing

----- **For Office Use Only** -----

SLMPD: _____ Date: _____

Fire District: _____ Date: _____

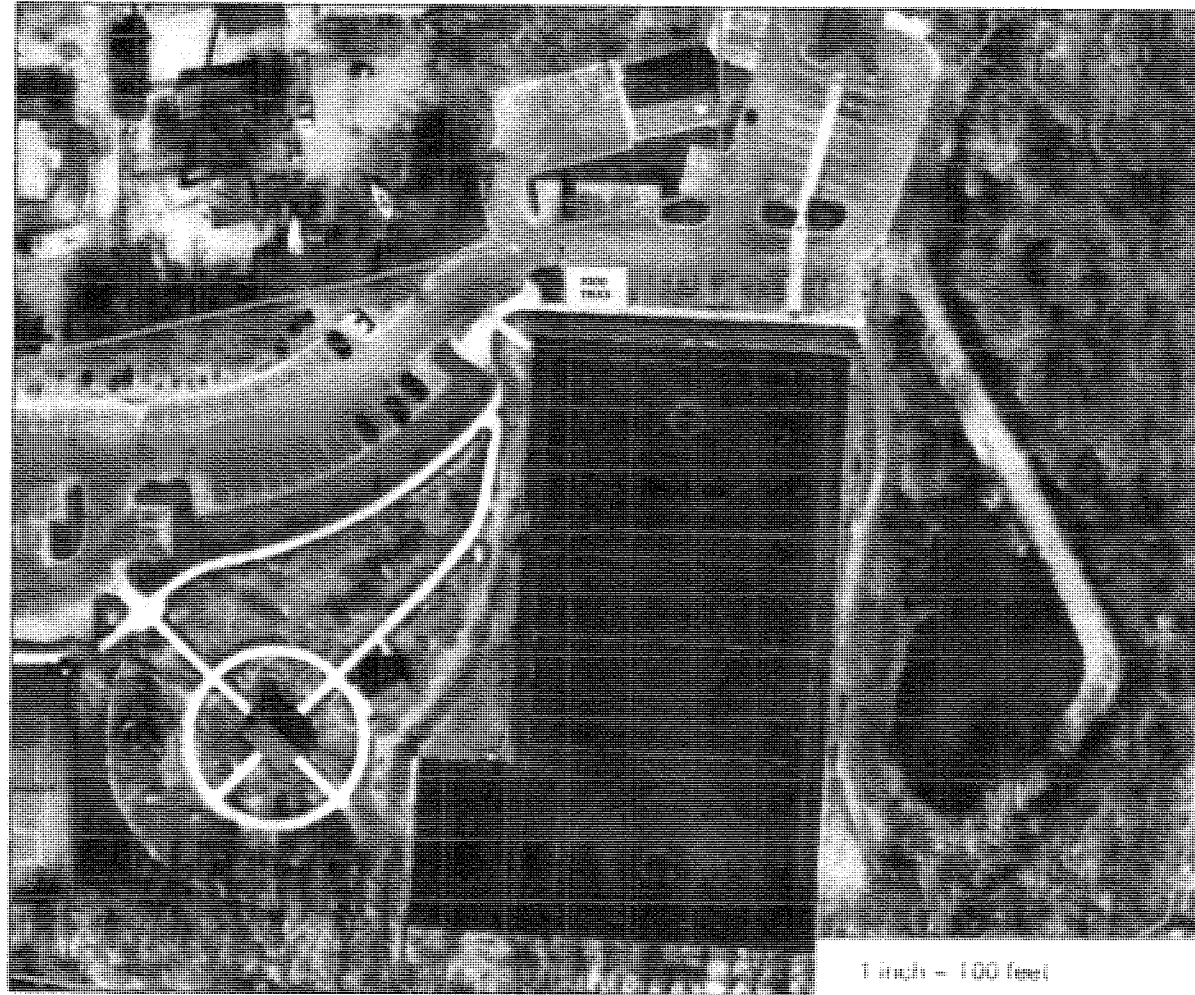
Zoning Administrator: _____ Date: _____

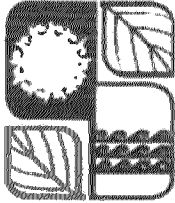
Public Works Director: _____ Date: _____



Hennepin County Property Map

Date: 2/14/2022





**CITY OF
SHOREWOOD**

5755 Country Club Road • Shorewood, Minnesota 55331
952.960.7900 Fax: 952.474.0128

**SPECIAL EVENT
PERMIT APPLICATION**
(Pursuant to City Code, Chapter 505)

(Please Print or Type)

Today's Date 2-5-22

Application Fee: \$50 public property/\$0 private property _____ Receipt # _____

Event to be Registered: Pursuant to City Code Chapter 505, any person or persons sponsoring an event at which it may reasonably be anticipated that there will be more than 75 persons in attendance shall, prior thereto, register such event with the City Clerk, giving the location, date, time, purpose, names of all sponsors, and the number of persons anticipated will be in attendance. *No fee is required for private property events or city sponsored events, including public safety events. Permit fees on public property are established by the City Council, Chapter 1301.*

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Event Location: Shorewood Badger Field Date of Event: Aug-Oct 2022
Number of Persons (anticipated) to Attend: To per game Time: 0930 - 2100 SATURDAYS
Purpose: Tonka Youth Football game - Food Trucks

Sponsor's Name(s) _____

Daytime Phone #: _____ Email address _____

Contact Name Mark Turebush

Daytime Phone #: 612-306-7976 Email address mtbush62@yahoo.com

Special Parking or Safety Provisions (e.g., traffic control, parking, pedestrian access): _____

one-time parking spots @ Badger Field
Food truck will provide trash Bawlers + remove trash

Enforcement: A police officer may order all persons present in any such group or gathering from which such noise emanates, other than the owners or tenants of a dwelling unit, to immediately disperse from said event in lieu of being charged under this Chapter should the continued health, safety, comfort, and repose of the public be in jeopardy, or if the event is in violation of the provisions of Chapter 501 of the Shorewood City Code. Failure to comply with the conditions of the Special Events Permit may result in police enforcement.

ROADWAY MUST REMAIN PASSABLE FOR EMERGENCY VEHICLES!

Applicant's Signature: Mark W. Turebush Date: 2-5-22

Allow 5 business days for processing

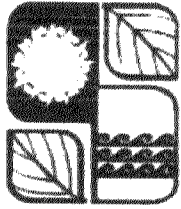
For Office Use Only

SLMPD: _____ Date: _____

Fire District: _____ Date: _____

Zoning Administrator: J. Mario Darling Date: 2/18/22

Public Works Director: _____ Date: _____



**CITY OF
SHOREWOOD**

5755 Country Club Road • Shorewood, Minnesota 55331
952.960.7900 Fax: 952.474.0128

**SPECIAL EVENT
PERMIT APPLICATION**
(Pursuant to City Code, Chapter 505)

(Please Print or Type)

Today's Date 2-5-22

Application Fee: \$50 public property/\$0 private property _____ Receipt # _____

Event to be Registered: Pursuant to City Code Chapter 505, any person or persons sponsoring an event at which it may reasonably be anticipated that there will be more than 75 persons in attendance shall, prior thereto, register such event with the City Clerk, giving the location, date, time, purpose, names of all sponsors, and the number of persons anticipated will be in attendance. *No fee is required for private property events or city sponsored events, including public safety events. Permit fees on public property are established by the City Council, Chapter 1301.*

Permit for Additional Events: Within a period of 6 months following such event, no additional event(s), at which it may reasonably be anticipated that there will be more than 75 persons in attendance, shall be permitted at the same location unless the person or persons who propose to sponsor the same shall first have obtained a special permit therefore approved by the City Council. Application for such permit shall be made to the City Clerk.

Event Location: Shorewood Badger Field Date of Event: Aug-Oct 2022

Number of Persons (anticipated) to Attend: 70 per game Time: 0930 - 2100 SATURDAYS

Purpose: Tonka Youth Football game - Food Trucks

Sponsor's Name(s) _____

Daytime Phone #: _____ Email address _____

Contact Name: Mark Tumbush

Daytime Phone #: 612-306-7976 Email address: mtumbush62@yahoo.com

Special Parking or Safety Provisions (e.g., traffic control, parking, pedestrian access): _____

one-two parking spots @ Badger Field
Food truck will provide trash Bins + remove trash

Enforcement: A police officer may order all persons present in any such group or gathering from which such noise emanates, other than the owners or tenants of a dwelling unit, to immediately disperse from said event in lieu of being charged under this Chapter should the continued health, safety, comfort, and repose of the public be in jeopardy, or if the event is in violation of the provisions of Chapter 501 of the Shorewood City Code. Failure to comply with the conditions of the Special Events Permit may result in police enforcement.

ROADWAY MUST REMAIN PASSABLE FOR EMERGENCY VEHICLES!

Applicant's Signature: Mark W. Tumbush Date: 2-5-22

Allow 5 business days for processing

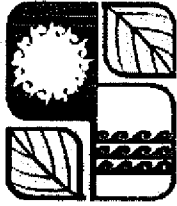
For Office Use Only

SLMPD: _____ Date: _____

Fire District: _____ Date: _____

Zoning Administrator: _____ Date: _____

Public Works Director: James A. Kim Date: 4/4/22



**CITY OF
SHOREWOOD**

5755 Country Club Road • Shorewood, Minnesota 55331
952.960.7900 Fax: 952.474.0128

**SPECIAL EVENT
PERMIT APPLICATION**
(Pursuant to City Code, Chapter 505)

(Please Print or Type)

Today's Date 7-5-22

Application Fee: \$50 public property/\$0 private property _____ Receipt # _____

Event to be Registered: Pursuant to City Code Chapter 505, any person or persons sponsoring an event at which it may reasonably be anticipated that there will be more than 75 persons in attendance shall, prior thereto, register such event with the City Clerk, giving the location, date, time, purpose, names of all sponsors, and the number of persons anticipated will be in attendance. *No fee is required for private property events or city sponsored events, including public safety events. Permit fees on public property are established by the City Council, Chapter 1301.*

Permit for Additional Events: Within a period of 6 months following such event, no additional event(s), at which it may reasonably be anticipated that there will be more than 75 persons in attendance, shall be permitted at the same location unless the person or persons who propose to sponsor the same shall first have obtained a special permit therefore approved by the City Council. Application for such permit shall be made to the City Clerk.

Event Location: Shorewood Badger Field Date of Event: Aug-Oct 2022

Number of Persons (anticipated) to Attend: 70 per game Time: 0930 - 2100 SATURDAYS

Purpose Tonka Youth Football game - Food Trucks

Sponsor's Name(s) _____

Daytime Phone #: _____ Email address _____

Contact Name Mark Turbush

Daytime Phone #: 612-306-7976 Email address mturbush62@yahoo.com

Special Parking or Safety Provisions (e.g., traffic control, parking, pedestrian access): _____

one-time parking spots @ Badger Field

Food truck will provide trash Browsers + remove trash

Enforcement: A police officer may order all persons present in any such group or gathering from which such noise emanates, other than the owners or tenants of a dwelling unit, to immediately disperse from said event in lieu of being charged under this Chapter should the continued health, safety, comfort, and repose of the public be in jeopardy, or if the event is in violation of the provisions of Chapter 501 of the Shorewood City Code. Failure to comply with the conditions of the Special Events Permit may result in police enforcement.

ROADWAY MUST REMAIN PASSABLE FOR EMERGENCY VEHICLES!

Applicant's Signature: Mark W. Turbush Date: 7-5-22

Allow 5 business days for processing

For Office Use Only

SLMPD: [Signature] Date: 3-10-22

Fire District: _____ Date: _____

Zoning Administrator: _____ Date: _____

Public Works Director: _____ Date: _____

**RESOLUTION 22-032
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION APPROVING A FOOD TRUCK FOR MINNETONKA YOUTH
FOOTBALL EVENTS**

WHEREAS, Minnetonka Youth Football, has proposed to have a food truck at Minnetonka Youth football games on Saturdays from August 27, 2022 – October 31, 2022 from 9:30 am to 9:00 pm at Badger Park, 5745 Country Club, in the City of Shorewood, County of Hennepin; and

WHEREAS, Minnetonka Youth Football will have one stand-alone food truck parked in the parking lot at Badger Park and work with Excelsior Fire Department for inspections of the food truck; and

WHEREAS, the South Lake Police Department, Planning Director, Public Works Director and Excelsior Fire District has approved the placement of the food truck.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA FINDS AS FOLLOWS:

The Applicant's request to hold an event is hereby approved subject to the information submitted on February 5, 2022 and the following conditions:

1. The Applicant is entirely responsible for the operation of the event and will be expected to assume financial responsibility in case of damage to City-owned facilities or structures.
2. The applicant must agree, in writing, that the city is indemnified and held harmless from any claims arising out of the use of the park and the operation of the event.
3. The applicant shall be responsible for picking up all litter and placing it in trash containers and those trash containers.
4. The applicant must provide copies of the applicable health department permits or licenses carried by the food trucks.
5. The applicant shall submit copies all certificates and information required by the Fire Marshal and shall arrange for Fire Marshal inspection each day of the event.

Adopted by the City Council of Shorewood, Minnesota this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Christmas Lake Boat Landing Improvements:
Award Low Quote: City Project 22-02

Meeting Date: Monday, April 11, 2022

Prepared by: Andrew Budde, City Engineer

Reviewed by: Marie Darling, Planning Director, Greg Lerud, City Administrator,
Joe Rigdon, Finance Director

Attachments: Bid Tabulation, Resolution

Background: The City has been working with the Christmas Lake Homeowners Association about making improvements to the landing area. Earlier this year, the City approved relocating the invasive species boat cleaning equipment to create an additional parking stall. During the project design and permitting there was an additional request to add riprap at the bottom of the boat ramp as substantial soil displacement has occurred that has caused damage to boats and trailers as they are loading and unloading. Due to the safety concerns, staff increased the project scope to include both aspects of the project.

Quotes for the project were requested from four contractors and opened on March 29, 2022. A total of three quotes were received and the low quote was submitted by Valley Paving from Shakopee, MN. The bids are summarized below:

Bidder:	Total Bid Amount
Valley Paving, Inc.	\$36,424.00
Kusske Construction Company	\$36,480.00
Minger Construction Company	\$40,191.50

Staff has reviewed all the bids and the bids received are accurate and indicate that the bidding process was competitive. Work for these repairs to be completed by May 6, 2022, prior to fishing opening. This will require waiving local spring weight restrictions on segments of Christmas Lake Rd, Radisson Rd, and Merry Ln, which are all 4-ton roadways. Permits have been submitted to the MN Department of Natural Resources, Army Corps of Engineers, and the Minnehaha Creek Watershed District. Final approval from the MCWD is anticipated prior to the project work starting.

Financial or Budget Considerations: The project is to be funded from the Fund 402 (Park Improvements). The city previously budgeted \$20,000 in the CIP to relocate the invasive species cleaning equipment and increase parking. The riprap improvements at

the boat landing were not included in the CIP estimate. With the additional scope of riprap at the ramp and additional engineering and permitting costs, the total project is estimated to be \$66,000.

Staff proposed to reallocate funds from the planned 2023 Freeman Park trail resurfacing project will be used for this work. The trail resurfacing project will benefit both from the Three Rivers Park district building a trail head connection from Freeman Park to the Lake Minnetonka Regional Trail as well as funds anticipated from the Walnut Grove Villas development. As a result, the trail project will need fewer city funds than previously anticipated.

Recommendation/Action Requested: Staff recommends awarding the Christmas Lake Boat Landing project in the amount of \$36,424.00 to the low bidder, Valley Paving.

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

RESOLUTION 22-033

**A RESOLUTION TO AWARD THE CHRISTMAS LAKE BOAT LANDING
IMPROVEMENTS TO THE LOW QUOTE
CITY PROJECT 22-05**

WHEREAS, quotes for the Christmas Lake Boat Landing Project were received on March 29, 2022 opened and tabulated according to law, with the following quotes received:

Contractor	Bid Amount Part 1+2+3+4+5
Valley Paving, Inc.	\$36,424.00
Kusske Construction	\$36,480.00
Minger Construction	\$40,191.50

WHEREAS, City staff recommends award of the Christmas Lake Boat Landing; and

WHEREAS, Valley Paving, Inc. is the lowest responsible bidder; and

WHEREAS, Valley Paving, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with Valley Paving, Inc. based on the lowest bid amount of \$36,424.00 in the name of the City of Shorewood for the Christmas Lake Boat Landing Project according to the plans and specifications on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

ABSTRACT OF BIDS
CHRISTMAS LAKE BOAT LANDING
CITY OF SHOREWOOD
BMI # 0C1.124750

				1		2		3			
				ENGINEER'S ESTIMATE		VALLEY PAVING		KUSSKE CONSTRUCTION		MINGER CONSTRUCTION	
ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1	MOBILIZATION	1	LUMP SUM	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
3	STREET SWEEPER (WITH PICKUP BROOM)	1	LUMP SUM	\$750.00	\$750.00	\$700.00	\$700.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00
4	CLEAR & GRUB TREE	2	EACH	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00	\$1,385.00	\$2,770.00	\$950.00	\$1,900.00
5	REMOVE CONCRETE CURB & GUTTER (ANY TYPE)	55	LIN FT	\$16.00	\$880.00	\$18.00	\$990.00	\$5.00	\$275.00	\$12.50	\$687.50
6	REMOVE & REPLACE BITUMINOUS PAVEMENT	100	SQ FT	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$40.00	\$4,000.00	\$18.00	\$1,800.00
7	REMOVE WOOD BAFFLE WALL	1	LUMP SUM	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$665.00	\$665.00
8	SALVAGE & REINSTALL PIPE APRON	1	EACH	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,200.00	\$1,200.00
9	REMOVE SEWER PIPE (STORM)	8	LIN FT	\$70.00	\$560.00	\$50.00	\$400.00	\$10.00	\$80.00	\$68.00	\$544.00
10	6" CONCRETE WALK (W/6" AGG. BASE CL 5)	210	SQ FT	\$25.00	\$5,250.00	\$13.00	\$2,730.00	\$15.00	\$3,150.00	\$36.00	\$7,560.00
11	CONCRETE CURB & GUTTER (HAND FORMED)	55	LIN FT	\$100.00	\$5,500.00	\$48.00	\$2,640.00	\$55.00	\$3,025.00	\$51.00	\$2,805.00
12	3" CLEAR ROCK (LV)	5	CU YD	\$60.00	\$300.00	\$340.00	\$1,700.00	\$130.00	\$650.00	\$151.00	\$755.00
13	4" PVC CLEANOUT	1	EACH	\$300.00	\$300.00	\$800.00	\$800.00	\$250.00	\$250.00	\$525.00	\$525.00
14	4" PERFORATED HDPE PIPE	30	LIN FT	\$35.00	\$1,050.00	\$112.00	\$3,360.00	\$30.00	\$900.00	\$51.00	\$1,530.00
15	15" RC PIPE SEWER DES 3006 CL V	8	LIN FT	\$300.00	\$2,400.00	\$238.00	\$1,904.00	\$125.00	\$1,000.00	\$100.00	\$800.00
16	CONNECT TO EXISTING STORM SEWER	1	EACH	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$2,020.00	\$2,020.00	\$850.00	\$850.00
17	STORM DRAIN INLET PROTECTION	1	EACH	\$300.00	\$300.00	\$250.00	\$250.00	\$150.00	\$150.00	\$180.00	\$180.00
18	FLOTATION SILT CURTAIN TYPE STILL WATER	40	LIN FT	\$45.00	\$1,800.00	\$40.00	\$1,600.00	\$20.00	\$800.00	\$28.00	\$1,120.00
19	SEDIMENT CONTROL LOG TYPE WOOD FIBER	80	LIN FT	\$15.00	\$1,200.00	\$5.00	\$400.00	\$5.00	\$400.00	\$4.00	\$320.00
20	SITE RESTORATION	1	LUMP SUM	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,910.00	\$3,910.00	\$2,350.00	\$2,350.00
TOTAL BASE BID:					\$38,790.00		\$36,424.00		\$36,480.00		\$40,191.50



City of Shorewood Council Meeting Item

Title/Subject: Silverwood Park Improvements: Award Low Quote
City Project 21-05
Meeting Date: Monday, April 11, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Marie Darling, Planning Director and Joe Rigdon, Finance Director
Attachments: Quote Summary, Resolution 22-034

Background: The City is completing improvements to the Silverwood Park playground and has already completed a portion of the removals and equipment installation in the fall of 2021. Additional site improvements need to occur prior to final installation of the remaining equipment and slides.

Staff requested quotes from four contractors for the site work to be completed in the spring of 2022. Three quotes were received by the deadline of April 1. The low quote was submitted by Blackstone Contractors from Loretto, MN in the amount of \$63,475.55. This amount was over the engineers estimate of \$59,355.00 by \$4,120.55 or 7%. Staff spoke with the contractor that provided the quote and others that did not submit. The main factors for the higher price were inflationary and supply chain pressures on construction materials and their availability. The bids are summarized below:

<u>Bidder:</u>	<u>Total Bid Amount:</u>
Blackstone Contractors	\$63,475.55
Northland Excavating	\$75,909.50
Parkstone Construction	\$92,990.00

A bid alternate for the salvage and reinstallation of the excess pea gravel remaining in the southern playground container was quoted as well to compare against costs to install sono-tubes by the playground installers. The alternate is not recommended to be awarded based sono-tubes being more economical (\$388). Staff has reviewed all the quotes and the quotes received are accurate and indicate that the quoting process was competitive. Substantial completion is identified as June 17, 2022 and final completion is July 1, 2022.

Financial or Budget Considerations: The original amount included in the 2022 CIP for this project was \$265,000. Due to projected higher costs when engineering

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.*

estimates were tabulated and some additions approved for the playground, on April 21, 2021, the City Council authorized \$282,000 and the City applied for a grant to help reduce the impact of the costs. Total amount of money spent to date is \$231,335.67.

The estimates received last year for the site work were very high and the council authorized splitting the work into two separate contracts in hopes of getting better bids this spring for the majority of the work. This split bid worked in the city's favor. The total estimate for all work remaining for the project is about \$69,000, including the bid this evening, the \$388 additional dollars for swingset install (sonotubes) and outstanding engineering/surveying work to complete the retaining walls. The total project cost is estimated at \$300,200. The grant that the City received reduces the cost of the project to \$275,200.

This money is from Fund 402 (Park Improvements)

Recommendation/Action Requested: Staff recommends award, in the amount of \$63,475.55 to the low quote, Blackstone Contractors.



City of Shorewood

Project Bid Tabulation

Silverwood Park Improvements

BMI No. 0C1.124357

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Bid Date: 04/01/2022 5:00 PM CDT

Firm	Amount Base Bid
BLACKSTONE CONTRACTORS	\$63,473.20
NORTHLAND EXCAVATING	\$75,909.50
PARKSTONE CONSTRUCTION	\$92,990.00

Engineer's Opinion of Cost

\$59,355.00

I hereby certify that this is a true and correct tabulation of the bids as received on April 1, 2022 for the Silverwood Park Improvements.

And Bud

Andrew Budde, P.E., City Engineer

Sandie Thone

Sandie Thone, City Clerk

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

RESOLUTION 22-034

**A RESOLUTION TO AWARD CONTRACT TO LOW QUOTE FOR
SILVERWOOD PARK IMPROVEMENTS
CITY PROJECT 21-05**

WHEREAS, pursuant to the request for quotes for the Silverwood Park Improvements project, quotes were received on April 1, 2022, opened and tabulated according to law, with the following quotes received:

Contractor	Total Quote
BLACKSTONE CONTRACTORS	\$63,475.55
NORTHLAND EXCAVATING	\$75,909.50
PARKSTONE CONTRACTING	\$92,990.00

WHEREAS, Blackstone Contractors is the lowest responsible bidder; and

WHEREAS, Blackstone Contractors is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with Blackstone Contractors based on the lowest bid amount in the name of the City of Shorewood for the Silverwood Park Improvements project according to the plans and specifications on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Urban Farm Animals Ordinance Amendments

Meeting Date: April 11, 2022

Prepared By: Marie Darling, Planning Director

Attachments: Planning Commission Memo from March 1, 2022
Minutes from the Planning Commission meeting
Correspondence Received
Strikeout Underscore version of ordinance
Ordinance 587
Resolution 22-035 for Summary Publication

Background: See the attached planning commission report for more information. Last September, the City Council adopted standards for the keeping and care of urban farm animals, but asked staff to research additional standards to reduce the negative impacts on neighborhoods, primarily keeping birds on the owner's property.

In November, staff presented information to the City Council and they directed staff to put the requirements into code format and review through the normal processes. In February, staff presented potential amendments to the Planning Commission informally for discussion. The Commission held a public hearing on the amendments on March 1, 2022 and recommended approval of the amendments unanimously, subject to minor grammatical changes and setbacks for urban farm bird shelters or enclosures, as shown below:

- 10 feet from side property lines
- 50 feet from neighboring homes

What do the additional changes require? The proposed changes would require that urban farm birds (chickens, domestic turkeys, ducks, geese, and guinea hens) be kept in shelters or enclosures/runs that are fully enclosed or have nets over the top to contain the animals.

In addition to the above, the planning commission considered increasing the setback from side property lines, but ultimately found that the greater setbacks from the property lines were not necessary. Instead, the Planning Commission recommends that the

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.*

shelters and enclosures should be located 50 feet from a neighboring home and that the coop should be in all cases closer to the owners home than the neighbors.

The proposed amendments also include language that gives staff more direction on when we can deny and revoke urban farm animal permits.

Summary of Public Notice and Testimony: Notice of the public hearing was mailed to all urban farm animals permit holders at least 10 days prior to the Planning Commission public hearing on March 1, 2022 and published in both official newspapers. One letter was received (attached) and two residents spoke at the meeting (minutes attached).

The primary concerns the residents raised were the cost associated with greater setbacks from side property lines. The speakers were concerned about moving permanent sheds or changing landscaping that they had already installed. Staff stated that permanent structures would be considered legally nonconforming in their current location, while mobile or portable structures would be required to be moved.

Financial or Budget Considerations: Outside of publication, there is no additional impact to the budget related to this ordinance amendment.

Recommended Action: Staff recommends approval of the ordinance amendments.

Proposed Motions:

Motion to approve ordinance 587 amending Chapter 705 (Farm and Other Animals).

Motion to approve a resolution for summary publication of the ordinance.

Action on the ordinance requires a simple majority vote and action on the summary publication requires a super majority vote (4/5).

Next Steps and Timeline: If the ordinance is adopted, staff would publish the ordinance.



CITY OF
SHOREWOOD

4B

5755 COUNTRY CLUB ROAD, SHOREWOOD, MINNESOTA 55331-8927 • 952.960.7900

www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

MEMORANDUM

TO: Planning Commission, Mayor and City Council

FROM: Marie Darling, Planning Director

MEETING DATE: March 1, 2022

RE: **Draft Text Amendments for Urban Farm Animals**

Proposed Ordinance Amendments

The proposed ordinance amendments:

1. Add new definitions of enclosure/run and urban farm birds.
2. Add requirements that urban farm bird enclosures/run and shelters must be fully enclosed or covered with nets.
3. Add a greater setback for bird enclosures/runs and shelters to increase the distance from the enclosures to side property lines.
4. Amend regulations that don't need to apply to rabbits or bees.
5. Add a means to revoke and deny permits.

The memo from the February 15, 2022 Planning Commission meeting is attached for background on the Council direction on this amendment. At that meeting, the Commission reviewed the proposed amendments and made recommendations that staff should:

- Remove the limit on the number of animals based on lot size because the greater setbacks and full enclosures would be adequate to reduce the impacts without an additional limit on the number of animals below six per property or not permitting people on smaller properties from having chickens.
- Review the language in the denial of permits section and revise as necessary to make sure penalties apply to permits in that section.
- Research what would be the status of permanent enclosures used as shelters for urban farm birds that could not be moved to meet the new setback. If the structure was permitted as part of a previous animal permit and is permanent secured to the ground and therefore unable to be moved, it would be considered legally nonconforming. All other structures must be moved to comply with the new setback.

Public Hearing

Staff request the Commission review the amendments, hold a public hearing, take all public testimony and make a recommendation to the City Council on the amendments. Notice of the public hearing was

published in the official newspapers at least 10 days prior to the public hearing and mailed to all urban farm animal permit holders.

ATTACHMENTS:

Planning Commission memo from the February 15, 2022 meeting
City Council memo from November 22, 2022 meeting
Draft Ordinance

B. PUBLIC HEARING – CITY CODE AMENDMENTS FOR URBAN FARM ANIMALS

Applicant: City of Shorewood

Location: City-wide

Planning Director Darling reviewed the proposed amendments to City Code to: add new definitions of enclosures/runs and urban farm birds; add requirements that urban farm bird enclosures/runs/shelters must be fully covered with nets; greater setback for enclosures/runs/shelters to increase distance to side property lines; amend the regulations that do not need to apply to rabbits or bees; and add a means to revoke and deny permits.

Chair Maddy asked if the Chief of Police still needs to be the referenced enforcer since the City permits and inspects the properties.

Planning Director Darling noted that they Chief of Police is not the enforcer for the urban farm animals but is listed as the enforcer for the rest of the animals.

Chair Maddy pointed out a few grammatical errors that he had found including under Section 705.09 Farm Animals, 2.C. the word 'additional' should be changed to 'addition'; and under 2.D., he believes 'animal' should be made plural. He asked about the language used under Denial of Permits related to inspections and whether it should be changed to make it clear that there was not something the City was supposed to do.

Planning Director Darling suggested changing the language to, '....the applicant has not requested the required inspection for three calendar months.'

Commissioner Huskins asked if there was any language about any minimal size property that would be precluded from having a permit for farm animals.

Planning Director Darling stated that the Commission had asked that restriction be taken out.

Commissioner Riedel explained that part of their discussion and reason for making that change was to have a set number of animals, but increase the setback.

Commissioner Huskins asked if the smallest lot within the City was capable of having six urban farm animals.

Planning Director Darling confirmed that this was accurate.

Commissioner Holker stated that in the prior minutes there was a conversation about neighboring cities and how close the City is to their regulations. She stated that Planning Director Darling had indicated it had been included in a prior packet but would have some information about that at this meeting and asked if there was any information she could share related to neighboring communities.

Planning Director Darling noted that she had forgotten to include that information in their packets but could review the regulations from other communities in the Twin Cities.

Planning Director Darling noted that the City had received a letter from Patrick and Jenna Johnston at 25965 Smithtown Road who opposed some of the new regulations including the 30 foot setback requirement.

Chair Maddy opened the Public Hearing at 7:45 P.M. noting the procedures used in a Public Hearing.

Benton Sellwood, 20775 Garden Road, asked if this would require that any enclosure, such as a chicken run, have netting or a barrier over the top.

Planning Director Darling confirmed that was what was being proposed.

Mr. Sellwood explained that he believes that may be an issue for some enclosures. He stated that he has never had a problem with his birds coming out and noted that he had tried to put an enclosure over the top when he first began, but it proved to be difficult for functionality and maintenance and reiterated that his birds have not gotten out. He stated that in the case a predator would get into the enclosure, he would like his birds to be able to at least try to jump out and get into a tree. He asked if there was a way that the City could consider looking at this issue again.

Patrick Johnston, 25965 Smithtown Road, stated that he sent the letter earlier today and wanted to make sure that everyone was able to read it.

There was agreement from the Commission that they had read the letter submitted by Mr. Johnston.

Commissioner Riedel stated that he would like to begin discussion with the issue raised by the residents and asked if the City could consider 'grandfathering'. He asked for opinions on the situation where the Commission was in agreement on a 30 foot setback, related to grandfathering in people who have existing chicken coops that were built when 10 feet was the setback requirement. He stated that the permit has to be renewed and if the chicken coop was considered moveable, there would be no legally non-conforming structures.

Chair Maddy asked what guidance the City received from legal counsel on who would make the choice on whether it was fixed or moveable coop.

Planning Director Darling stated that as it is written now, if it is a structure that is permanently fixed to the ground, then those structures would be considered legally non-conforming and they would be allowed to continue to have chickens in them.

Chair Maddy asked about freestanding sheds that are too big too move.

Planning Director Darling stated that would fall under the same situation, but moveable hutches or coops would have to be moved.

Chair Maddy asked if the inspector would make that determination.

Planning Director Darling stated that the inspector would make that choice. She stated that in the older permits they had to give a description or a diagram of the shelter.

Commissioner Eggenberger explained that he had not thought much about the change from 10 feet to 30 feet until he read Mr. Johnston's letter this afternoon. He asked what the reason was for 30 feet as opposed to 10 feet.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 1, 2022

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Commissioner Riedel stated that he believes it was the idea of extending the distance to avoid disruption to the neighbors. He stated that it was a proposed compromise to allow people to have chickens on small lots, but not to be able to situate them right next to the property lines. He stated that there is also a provision that the chickens have to be closer to your own property than to your neighbors.

Planning Director Darling noted that increasing the distance also potentially helps with smells relating to waste that is not cleaned up.

Commissioner Eggenberger pointed out that dogs can be within 10 feet and asked how that is different than urban farm animals.

Council Liaison Siakel noted that most dogs do not live outside full-time like a chicken.

Commissioner Riedel noted that dogs are also much more common than chickens. He stated that he does agree that it does seem arbitrary and having a 30 foot setback requirement could really constrain people.

Commissioner Eggenberger stated that he is not anti-chicken or pro-chicken, but he sees a dichotomy where a person can put up a fence with multiple dogs within 10 feet of the property line, but another person who wants to have guinea fowl cannot.

Commissioner Riedel suggested that 30 feet may be excessive and suggested a compromise of 15 or 20 feet.

Chair Maddy stated that he re-read some of the other cities regulations and was interested in the possibility of a 10 foot setback, but needed to be 50 feet away from a neighbors residence. He stated that it would not need to be those exact numbers, but feels that may be a concept that would work.

Commissioner Huskins asked how many permits have been issued or renewed over the last 5 years. He asked if it would be possible to do a paper study to determine how many of the existing structures would need to be 'grandfathered'.

Planning Director Darling stated that she has a list of all the permit holders because she sent them all notices of this meeting. She stated that she believes there are about a dozen that are permitted with chickens and another 5 or 6 that are keeping farm animals without permits.

Council Liaison Siakel stated that what was kind of guiding these changes were complaints around coops that were right on the property line, closer to the neighbors property than the chicken owner, chickens escaping, smell, and disruption. She stated that there were some pretty heated comments from neighbors that were inconvenienced and not happy with having neighbors that kept chickens. She stated that in her neighborhood there are two families that have chickens but noted she was not sure if either one of them was permitted. She stated that she also believes that another reason for having well defined guidelines that were less ambiguous is because chicken keeping is becoming more popular.

Planning Director Darling stated that one of the individuals that complained was someone who had chickens on all three sides of his property which had been escaping from all three of the properties into his yard and are then causing damage. He stated that he has also been worried that his dogs will attack the chickens which would cause a neighborhood incident.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 1, 2022

Page 7 of 12

Council Liaison Siakel stated that there were also concerns about predators coming into the neighborhood because of the chickens and about the City not ending up like a rural farm community.

Planning Director Darling explained that this particular property owner stated that the chickens are getting out on a regular basis and they scratch up and move his landscaping mulch and dig up the plants.

Chair Maddy stated that he is not sure a setback would address those problems.

Commissioner Huskins stated that the regulations from nearby cities that Chair Maddy mentioned with both a setback and a distance from a neighboring home could be something that the City considers, especially since they are not recommending a lot size restriction on having urban farm animals.

Planning Director Darling stated that within the last amendments that were reviewed and adopted, there was a change to the setbacks such that the enclosures have to be farther from the adjacent neighbors home than the chicken owners home, but it did not provide a specific distance.

The Commission discussed various setback regulations and how they would affect various sized lots.

Commissioner Holker stated that it sounds like there are some bad chicken owners and asked if there was any type of enforcement options, such as only being allowed a certain number of offenses before their permit was revoked.

Planning Director Darling stated that they are proposing some language that would allow the City to deny or revoke permits for property owners that are adopting poor animal husbandry, for example, allowing their chickens to escape.

Commissioner Holker asked who would make that decision.

Planning Director Darling stated that would usually come to her, but noted that those decisions are appealable to the City Council.

Chair Maddy suggested a 10-foot setback and the requirement to be 50 feet from the neighbors dwelling.

The Commission discussed specifics around being no closer than 10 feet from the property line with the requirement to be 50 feet from the neighbor's home.

Council Liaison Siakel noted that to address the comments made in the letter sent by Mr. Johnston regarding enclosure the coops, she felt some of his points were valid. She asked if there could be something put in that with the first complaint of chickens escaping they would be requiring to enclose the coop and a second violation results in revocation of the permit so there is an escalating penalty.

Chair Maddy noted that all of his neighbors who have chickens have nets, but he is unsure how much more work it creates.

Council Liaison Siakel stated that she has two neighbors who have chickens that roam free on their property and does not believe there is a net.

Commissioner Riedel stated that his view is that the City should simplify enforcement and not complicate it and feels the simpler the rules, in this situation, the better.

Commissioner Eggenberger stated that one of the residents had stated that adding an enclosure would be a hassle due to the snow and leaves. He stated that his thought it that perhaps that is the cost of raising chickens. He stated that it may not be ideal, but it may be just something that they need to do in order to have chickens.

Commissioner Huskins noted that he agreed that it becomes a balance between residents who do not have chickens but have been bothered by them and the responsibility and accountability of the chicken owner. He stated that he thinks simplifying the rule to require netting for everyone makes sense to him.

Chair Maddy reviewed the items that the Commission agreed upon for the amendments to the Code.

The Commission discussed situations where urban farm animals owners could be grandfathered.

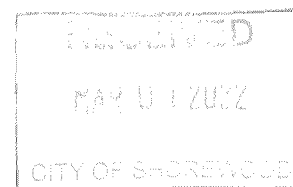
Riedel moved, Holker seconded, recommending approval of the proposed Code amendments to Urban Farm Animal regulations including; the grammatical changes as discussed, a minimum of 10 foot setback from property lines with 50 feet from neighboring homes and are closer to the owners home than to any adjacent neighbor.

Roll Call Vote: Ayes – all. Motion passed 5/0.

Planning Director Darling noted that this item would be in front of the City Council on April 14, 2022.

Marie Darling

From: Patrick Johnston <patrickjamesjohnston@gmail.com>
Sent: Tuesday, March 1, 2022 1:38 PM
To: Jenna Johnston; Planning
Subject: Planning Commission Meeting - Public Hearing



Dear Shorewood Planning Commission Members,

We are writing to express concern over the proposed revision of 705.09 b); changing the minimum distance for urban farm animal enclosures/runs from side property lines from 10 to 30 feet.

Our family happily welcomed urban chickens last summer. We spent a lot of time researching, measuring, and preparing our backyard to welcome urban chickens; meeting the existing requirements of 10 feet. We've enjoyed watching our hens mature over the last several months and have collected so many beautiful, delicious eggs. Our 3 young kids rotate feeding our hens and collecting their eggs daily. It's become a joyful hobby.

However, with the new proposed change this will impact our ability to engage in this hobby and teach our children about responsibility and care for animals. In some cases, such as ours, owners with narrower backyards will not be able to meet the required changes if passed since there is not a wide enough space to do so (60 feet across plus width of enclosure). Even in cases where yards are wide enough, the 30 foot minimum distance would require urban farm animal owners to move their enclosures to the middle of their yards or invest significantly to re-landscape in order to accommodate.

Unfortunately, we and many other urban farm animal owners would incur significant unbudgeted costs with this change as we'd have to re-landscape to meet the proposed 30 ft distance. Or worse, possibly re-home our new pets.

Another downstream impact to the potential change is the difficulty of moving urban farm animal enclosures such as a chicken coop & run. Typically these cannot be easily moved once positioned and often have permanent or semi-permanent features such as a foundation, secured footings, and/or anti-predator aprons (metal fencing that is installed under the ground). The construction and installation of these enclosures have time, labor, and financial costs that can go into the thousands of dollars.

The main concern expressed for the requirement change seems to be addressing the noise component of owning urban farm animals. While chickens do make some noise, they cannot compare to the number of barking dogs which are prevalent throughout Shorewood.

Damage to neighboring properties and odor were other shared concerns.

Our chickens remain enclosed in their coop and run 100% of the time and have yet to cause any damage to our yard, let alone any neighboring yards. Their coop and run are cleaned and deodorized frequently as any responsible urban chicken owners do to maintain a healthy, thriving flock.

Requiring urban farm animal owners to re-landscape and/or reposition enclosures to meet the proposed 30 ft distance from property lines will have significant time, labor, and financial costs for us (and likely others), as well as reduce the overall usable space of our backyard.

Weighing these costs against the benefit of 20 additional feet to reduce minimal noise feels extreme. We appreciate your reconsideration.

Thank you,
Patrick, Jenna, Connor (8), Morgan & Noelle (5) Johnston

Draft ORDINANCE

CITY OF SHOREWOOD COUNTY OF HENNEPIN STATE OF MINNESOTA

AN ORDINANCE APPROVING AN AMENDMENT TO SHOREWOOD CITY CODE CHAPTER 705 (FARM AND OTHER ANIMALS)

Section 1: City Code Chapter 705.09 (Farm Animals) Subd. 2 is hereby amended as follows: Language underlined is proposed for insertion and language stricken is proposed for deletion

705.01 PURPOSE.

The purpose of this chapter is to establish regulations and controls regarding the keeping of animals other than domestic pets, such as dogs and cats, within the city limits.

705.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED CITY PERSONNEL. The Chief of Police, the health authority, their designees, and other personnel assisting in the enforcement of this chapter.

ENCLOSURE/RUN. An enclosed area where animals can roam unsupervised which may or may not be attached to the shelter, coop or hutch.

MALTREATED ANIMAL. An animal that has not been given adequate food, water or proper shelter from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment, or that has been subjected to the conduct prohibited by M.S. § 343.21.

NUISANCE ANIMAL. An animal, conditions caused by an animal, or the improper care and maintenance of an animal that result in running at large, offensive odor, excessive noise or damage to property, so as to disturb the rights of or threaten the safety of a member of the general public, or interfere with the ordinary use and enjoyment of their property.

OWNER. A person owning, keeping, harboring or acting as custodian of an animal. All adult occupants of the property where the animal resides or is kept are considered an **OWNER** or **OWNERS**.

PERSON. An individual, firm, partnership or corporation.

PREMISES. A building, structure, shelter or land where an animal is kept or confined.

RURAL FARM ANIMAL. Cattle, mules, sheep, goats, swine, llamas, ostriches, emus, and including, but not limited to, other animals typically maintained in a farm setting, but not in an urban setting.

UNDER RESTRAINT. An animal being within a private motor vehicle of a person owning, harboring or keeping the animal; or controlled by a leash not exceeding six feet in length.

URBAN FARM ANIMAL. Ducks, geese, turkeys, chickens, guinea hens, bees and rabbits.

URBAN FARM BIRDS. Ducks, geese, turkeys, chickens or guinea hens.

VETERINARY HOSPITAL. A place for the treatment, hospitalization, surgery, care and boarding of animals and birds, under the direction of one or more licensed veterinarians.

WILD ANIMAL. Any of the following:

- a. Front-fanged venomous snakes, including the Viperidae and Elapidae families of snakes, such as rattlesnakes and cobras;
- b. Snakes over eight feet in length;
- c. Reptiles that have the physical ability as adults to cause substantial bodily injury, as defined in M.S. § 609.02, Subd. 7a, to humans and/or domestic animals, such as python snakes and crocodilians;
- d. Animals that can transmit rabies and cannot be vaccinated against rabies;
- e. Mammals that, as a breed, are considered wild by nature because of breeding, history, character, habit or disposition; and
- f. Mammals that have at least 25% of their heritage from mammals specified in paragraph e. above.
- g. Specifically, such animals as a wolf, fox, skunk, raccoon, mink, bobcat, deer and monkey, but not including a fish, bird, ferret, hamster or gerbil.

705.03 ENFORCEMENT.

The Chief of Police or designees will enforce the provisions of this chapter, with the assistance of other personnel when appropriate.

705.04 RIGHT OF ENTRY.

Authorized city personnel have the right to enter upon a premises at reasonable times for the purpose of discharging their duties imposed by this chapter, when there is reasonable belief that a violation of this chapter has been committed.

705.05 IMPOUNDING OF ANIMALS.

Subd. 1. *Seizure and impoundment.* Authorized city personnel may seize and impound an animal found to be in violation of this chapter. These personnel may enter onto private property to seize and impound animals when:

- a. They have a reasonable and immediate concern for the animal's health, safety or welfare;
- b. They have a reasonable and immediate concern for the health and safety of human beings or other animals as a result of the animal's continued presence on the property; or
- c. They have reasonable cause to believe that a violation of this chapter has occurred or is occurring, and that seizure is necessary to prevent further violation, but only after a reasonable effort has been made to contact an occupant of the property.

Subd. 2. *Interference.* A person must not interfere with authorized city personnel impounding an animal, nor refuse to surrender an animal to these personnel.

Subd. 3. *Cost of impoundment.* The animal owner is responsible for the costs of impounding and housing an impounded animal.

705.06 HEALTH AND MAINTENANCE STANDARDS.

Subd. 1. *Health standards.* The owner of an animal kept in the city must comply with the following standards.

- a. An animal kept outdoors or in an unheated enclosure must be provided with adequate shelter and bedding to protect it from the sun, rain, snow and temperatures below 50°F.
- b. The shelter must include a moisture-proof and windproof structure of suitable size to allow the animal to stand in an upright position, and to lie down stretched out so that no part of its body need touch the sides of the structure. The structure must be made of durable material sufficient to allow retention of body heat, with a solid floor raised at least two inches from the ground, and an entrance covered by a flexible windproof material or self-closing swinging door. The structure must be provided with sufficient quantity of suitable bedding material consisting of hay, straw, cedar shavings, blankets or the equivalent to provide insulation and protection against cold and dampness, and to promote retention of body heat. The structure must be structurally sound and maintained in good repair.
- c. In lieu of the requirements of paragraphs a. and b., an animal may be provided with access to a barn with a sufficient quantity of loose hay or bedding, and protection against cold and dampness.
- d. If an animal is confined by a chain, the chain must be so attached that it cannot become entangled with the chains of other animals or other objects. A chain must be of a size adequate to restrain the animal involved, and must be attached to the animal by means of a well-fitted collar. The collar must be large enough to allow free breathing, but small enough to avoid being easily pulled over the animal's head. A chain must be at least three times the length of the animal, as measured from the tip of its nose to the base of its tail.

e. An animal must be provided with sufficient food and water to meet necessary nutritional requirements.

f. No person shall deposit or cause to be deposited upon any lot or in any street, alley, lake, river or other body of water, sewer or manhole, or bury or conceal in any way, a dead animal or part thereof. The owner or other person having charge of an animal at the time of its death shall remove or cause to be removed the dead body of such animal within 24 hours after death to a crematory, sanitary landfill, rendering factory or any other place approved by the Chief of Police or his or her designee.

Subd. 2. *Maintenance standards.* An owner of an animal kept in the city must comply with the standards below. An action to enforce the provisions of this chapter shall follow the procedures set forth in Chapter 104 of this code.

a. An owner must maintain an animal and the area where it is kept so that no odor that offends the senses of a reasonable person is detected, for more than one day, off the property where the animal is kept.

b. An owner must maintain the property where the animal is kept so that there is no erosion, and no drainage of water contaminated by the animal onto adjacent properties or into public waters or wetlands.

c. An owner must manage the feces and other bodily wastes from the animal in a timely and sanitary manner that prevents health risks and prevents odors that are prohibited under paragraph a. above.

d. All feed kept for animals shall be stored in animal-proof, galvanized containers.

Subd. 3. *Veterinary clinic with indoor overnight care and indoor kennels.* In addition to the standards established under Subd. 1. above, veterinary clinics with indoor care and indoor kennels, where allowed by zoning, must comply with Minn. Rules Chapter 9100, as may be amended.

705.07 WILD ANIMALS.

Subd. 1. *Wild animals prohibited.* A person must not keep, own, harbor or otherwise possess a wild animal within the city, except as provided in Subd. 2. below.

Subd. 2. *Wild animals allowed.* Wild animals may be brought into the city for the purpose of entertainment, education or display only by the following:

a. A zoo operated by a governmental agency or a tax-exempt, non-profit corporation;

b. The Department of Natural Resources;

c. Another similar public educational or charitable organization;

d. A circus; or

e. A city-licensed pet shop.

An organization listed above may bring a wild animal or animals into the city under this subdivision only if the organization can and does comply with the standards contained in Subd. 3. below. No organization covered by this subdivision may have wild animals within the city on more than seven days in a consecutive 12-month period, except that an organization listed above that has a wild animal within the city on the effective date of this section may continue to keep that animal as long as it

lives, if the organization obtains a permit from the city and complies with the standards specified in Subd. 3. below.

Subd. 3. *Standards for keeping of wild animals.* An organization that has a wild animal must comply with the following standards at all times that it possesses a wild animal within the city.

a. A non-governmental organization must have liability insurance to cover potential personal injury or property damage caused by the animal(s), in an amount of at least \$300,000 per person per occurrence.

b. The animal(s) must be kept in a locked cage or other secure enclosure at all times when the public is allowed to be near it(them).

c. The cage or enclosure must be constructed of sufficient materials so that a person, including a child, cannot put a finger, hand or another portion of the body into the cage or enclosure so that the animal(s) could touch it. Alternatively, structural barriers may be used to keep the public away from the cage or enclosure.

d. Only personnel with adequate training or experience in handling wild animals may have contact with the animal(s) while in the city.

e. The animal(s) must be transported to the display location in the city in a secure enclosure sufficient to prohibit potential contact with humans or other animals, except for the personnel identified under paragraph d. above.

f. No sale of a wild animal(s) may occur, nor may orders for the sale of wild animals be taken.

g. The display location must be inspected by authorized city personnel before the wild animal(s) may be brought into the city.

h. Authorized city personnel must be allowed to periodically inspect the display location during reasonable hours while the animal(s) is(are) in the city.

i. If a wild animal bites a person, the animal must be forfeited immediately to authorized city personnel for rabies testing.

705.08 FORFEITURE OF ANIMAL OWNERSHIP RIGHTS.

Subd. 1. *Forfeiture of rights.* The ownership rights of a person owning the following types of animals may be forfeited to the city pursuant to the procedure in this section:

- a. A public nuisance animal;
- b. A wild animal; and
- c. A maltreated animal.

In addition, the ownership rights with respect to other animals owned by the same owner may be forfeited if he or she has demonstrated an inability or unwillingness to properly care for or control such animals, in order to prevent any of them from becoming public nuisance or maltreated animals.

Subd. 2. *Notice.* Authorized city personnel must notify the owner or apparent owner of the animal sought to be forfeited that the city intends to forfeit his or her ownership rights. The notice must be served on the owner personally or by registered mail. The notice must be in writing and state the reasons why forfeiture is sought, including a summary of applicable incidents. The notice must state that the owner has a right, within ten days after receiving the notice, to request a hearing before a Hearing

Officer appointed under City Code Chapter 104. The request for a hearing must be in writing and must state the reason or reasons for the request. A failure to request the hearing will constitute an admission of the facts alleged in the notice, and the animal will be deemed forfeited to the city.

Subd. 3. *Findings of fact.* If the owner requests a hearing, the hearing will be held in accordance with City Code Chapter 104. The Hearing Officer must make written findings of fact and reach a conclusion whether the allegations are true and whether the animal will be forfeited to the city. The findings and conclusions must be made within ten working days after the hearing and must be served on the owner personally or by registered mail. The decision of the Hearing Officer is final, but may be appealed by a writ of certiorari to the District Court.

Subd. 4. *Animal confinement.* After receiving the forfeiture notice and during the forfeiture proceedings, the owner must keep the subject animal confined within his or her home or within a secure, covered enclosure. If the owner fails to do so, or if there is an immediate threat to public health or safety or to the animal's health or safety, authorized city personnel may immediately impound the animal and keep it at the impound facility, at the owner's expense, until a forfeiture determination has been made.

Subd. 5. *Forfeiture.* If the animal is deemed or ordered forfeited, the owner must immediately give the animal to authorized city personnel, and a failure or refusal to do so is a misdemeanor. Authorized city personnel may use reasonable force and go onto private property to take the animal into custody.

Subd. 6. *Disposition of forfeited animal.* Authorized city personnel will determine, on a case-by-case basis, whether forfeited animals are destroyed or given to new owners who will adequately care for and control them.

705.09 FARM ANIMALS.

Subd. 1. *Rural farm animals.* Unless otherwise provided for, a person shall not keep, own, harbor or otherwise possess a rural farm animal within the city.

Subd. 2. *Urban farm animals.* A person may own, keep, harbor or otherwise possess urban farm animals within the city in accordance with the provisions of this section.

a. An urban farm animal may only be kept on properties zoned and used for single-family homes. The owner of the urban farm animals shall live in the dwelling on the property.

b. An urban farm animal, including any enclosure and shelter, may only be kept in the buildable area of the rear yard of the property, as defined by the Zoning Code. Urban farm bird enclosures/runs and shelters shall be fully enclosed or covered with nets.

c. An urban farm animal that is kept outside must be provided a shelter structure of appropriate size, that is accessible to the animal at all times as provided in § 705.06, Subd. 1. of this chapter. In addition~~a~~ to being located in the building-buildable area of the lot-rear yard as required by paragraph b above, the shelter and any enclosure/run for urban farm birds -must be situated closer to the animals

owner's home than to any dwelling on an adjacent property and a minimum of 50 feet from an adjacent home.

d. The urban farm animals, excluding bees, must be contained on the property by the use of a fence or other appropriate containment device or structure and all enclosures/runs, structures, or other containment devised must be kept in conformance with the regulations of Section 705.06 of this chapter.

e. Roosters are not allowed.

f. Culling urban farm animals for commercial purposes is prohibited.

g. The ground or floor of the area where an urban farm animal (except bees) is kept must be covered with vegetation, concrete or other surface approved by the Planning Department, so that it can be, and is, sufficiently maintained to adequately dissipate offensive odors, in compliance with § 704.06, Subd. 2.a. and c. of this chapter.

h. The combined number of chickens, ducks, geese, turkeys, guinea hens, or rabbits shall not exceed six.

i. The number of bee hives shall not exceed four.

j. Any person having more than the allowable number of animals set forth in paragraphs h. and i. above, at the time of the adoption of this chapter, shall not replace animals in excess of those limitations.

k
Subd. 3. *Permit issuance; fees; expiration; revocation.*

(1) Permit Required. No urban farm animal may be kept in the city until a permit to do so has been conditionally approved by the Zoning Administrator and issued by the office of the Building Official after the Building Official or staff representative has made an inspection of the property to ascertain that the premises comply with all requirements of this chapter. Detailed plans and specifications, accurate and drawn to scale, must be submitted with the application, including, but not limited to, the following:

(a) Site plan showing the location and setbacks of existing and proposed buildings, fences and structures on the subject property, with dimensions to the property lines.

(b) Architectural plans showing floor plans, building elevations and dimensions.

(2) *Fees.*

(a) The permit fee and other fees and charges set forth in this chapter shall be collected by the city before the issuance of any permits, and the Building Official, or other persons duly authorized to issue the permit for which the payment of a fee is required under the provisions of this chapter, may not issue a permit until the fees shall have been paid.

(b) The City Council shall, from time to time, establish a fee within the city's master fee schedule.

(3) *Expiration of Permits.*

(a) The permit shall expire one year from the date the permit is issued.

(b) A permit may be renewed according to the application process identified in subsection (1) above.

(4) Denial of Permits. A request for a permit or permit renewal may be denied under the following circumstances:

(a) The applicant fails to submit any of the materials or application fees required by this Chapter.

(b) The materials submitted indicate improvements in violation of this Chapter.

(c) The applicant has not requested the required inspection for three calendar months after the permit is issued.

(d) The property owner was informed of a violation or multiple violations on the property and failed to correct it(them) as directed in Chapter 104.03.

(e) The applicant has failed to comply with any condition set forth in any other permits under this section granted by the City of Shorewood.

(f) The applicant, or one acting in their behalf, made oral or written misstatements or misrepresentations accompanying the application.

(g) The activities of the property owner create or have created a danger to the public health, safety or welfare.

(5) Revocation of Permits. Any permit issued under this section may be revoked or suspended as a penalty for a violation of this Chapter or for violation of the following conditions. No suspension or revocation may take effect until the permittee has received notice of the revocation, either personally, by US mail or electronic mail.

(a) The permittee has proven unable to keep or shelter the animals or maintain the property as required by city code and/or the regulations in this chapter.

(db) As a result of the permitted activity, the property contains conditions that might injure or endanger the safety, health or welfare of neighboring property owners or any member of the public.

(ec) The property owner has violated any regulation or provision of the Code applicable to the activity to which the license has been granted or any regulation or law of the state so applicable or has failed to pay any penalties required by this section and the master fee schedule.

705.10 PENALTY.

Violation of this chapter shall be grounds for ~~administrative~~ enforcement pursuant to § 104.03 of this code or revocation of permits as noted in Section 705.09 Subd. 3.

NOW THEREFORE the City Council of the City of Shorewood, Minnesota, ordains:

Section 3. That Ordinance XXX Amending Shorewood City Code, Chapter 705, Farm and Other Animals has been hereby approved and adopted.

Section 4. This Ordinance XXX adopting the Amendment to City Code, Chapter 705, Farm and Other Animals shall take effect upon publication in the City's official newspaper.

ORDINANCE 587

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

**AN ORDINANCE APPROVING AMENDMENTS TO SHOREWOOD CITY CODE
CHAPTER 705 (FARM AND OTHER ANIMALS)**

THE CITY COUNCIL OF THE CITY OF SHOREWOOD DOES ORDAIN:

SECTION 1: AMENDMENT. That the Municipal Code of Shorewood, Minnesota, Chapter 705, Section 705.02 (Definitions) is hereby repealed and replaced as follows:

705.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED CITY PERSONNEL. The Chief of Police, the health authority, their designees, and other personnel assisting in the enforcement of this chapter.

ENCLOSURE/RUN. An enclosed area where animals can roam unsupervised which may or may not be attached to the shelter, coop or hutch.

MALTREATED ANIMAL. An animal that has not been given adequate food, water or proper shelter from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment, or that has been subjected to the conduct prohibited by M.S. § 343.21.

NUISANCE ANIMAL. An animal, conditions caused by an animal, or the improper care and maintenance of an animal that result in running at large, offensive odor, excessive noise or damage to property, so as to disturb the rights of or threaten the safety of a member of the general public, or interfere with the ordinary use and enjoyment of their property.

OWNER. A person owning, keeping, harboring or acting as custodian of an animal. All adult occupants of the property where the animal resides or is kept are considered an ***OWNER*** or ***OWNERS***.

PERSON. An individual, firm, partnership or corporation.

PREMISES. A building, structure, shelter or land where an animal is kept or confined.

RURAL FARM ANIMAL. Cattle, mules, sheep, goats, swine, llamas, ostriches, emus, and including, but not limited to, other animals typically maintained in a farm setting, but not in an urban setting.

UNDER RESTRAINT. An animal being within a private motor vehicle of a person owning, harboring or keeping the animal; or controlled by a leash not exceeding six feet in length.

URBAN FARM ANIMAL. Ducks, geese, turkeys, chickens, guinea hens, bees and rabbits.

URBAN FARM BIRDS. Ducks, geese, turkeys, chickens or guinea hens.

VETERINARY HOSPITAL. A place for the treatment, hospitalization, surgery, care and boarding of animals and birds, under the direction of one or more licensed veterinarians.

WILD ANIMAL. Any of the following:

- a. Front-fanged venomous snakes, including the Viperidae and Elapidae families of snakes, such as rattlesnakes and cobras;
- b. Snakes over eight feet in length;
- c. Reptiles that have the physical ability as adults to cause substantial bodily injury, as defined in M.S. § 609.02, Subd. 7a, to humans and/or domestic animals, such as python snakes and crocodilians;
- d. Animals that can transmit rabies and cannot be vaccinated against rabies;
- e. Mammals that, as a breed, are considered wild by nature because of breeding, history, character, habit or disposition; and
- f. Mammals that have at least 25% of their heritage from mammals specified in paragraph e. above.
- g. Specifically, such animals as a wolf, fox, skunk, raccoon, mink, bobcat, deer and monkey, but not including a fish, bird, ferret, hamster or gerbil.

SECTION 2: AMENDMENT. That the Municipal Code of Shorewood, Minnesota, Chapter 705, Section 705.09 (Farm Animals) is hereby repealed and replaced as follows:

705.09 FARM ANIMALS.

Subd. 1. *Rural farm animals.* Unless otherwise provided for, a person shall not keep, own, harbor or otherwise possess a rural farm animal within the city.

Subd. 2. *Urban farm animals.* A person may own, keep, harbor or otherwise possess urban farm animals within the city in accordance with the provisions of this section.

a. An urban farm animal may only be kept on properties zoned and used for single-family homes. The owner of the urban farm animals shall live in the dwelling on the property.

b. An urban farm animal, including any enclosure and shelter, may only be kept in the buildable area of the rear yard of the property, as defined by the Zoning Code. Urban farm bird enclosures/runs and shelters shall be fully enclosed or covered with nets.

c. An urban farm animal that is kept outside must be provided a shelter structure of appropriate size, that is accessible to the animal at all times as provided in § 705.06, Subd. 1. of this chapter. In addition to being located in the buildable area of the rear yard as required by paragraph b above, the shelter and any enclosure/run for urban farm birds must be situated closer to the animal owner's home than to any dwelling on an adjacent property and a minimum of 50 feet from an adjacent home.

d. The urban farm animals, excluding bees, must be contained on the property by the use of a fence or other appropriate containment device or structure and all enclosures/runs, structures, or other containment devised must be kept in conformance with the regulations of Section 705.06 of this chapter.

e. Roosters are not allowed.

f. Culling urban farm animals for commercial purposes is prohibited.

g. The ground or floor of the area where an urban farm animal (except bees) is kept must be covered with vegetation, concrete or other surface approved by the Planning

Department, so that it can be, and is, sufficiently maintained to adequately dissipate offensive odors, in compliance with § 704.06, Subd. 2.a. and c. of this chapter.

h. The combined number of chickens, ducks, geese, turkeys, guinea hens, or rabbits shall not exceed six.

i. The number of bee hives shall not exceed four.

j. Any person having more than the allowable number of animals set forth in paragraphs h. and i. above, at the time of the adoption of this chapter, shall not replace animals in excess of those limitations.

Subd. 3. *Permit issuance; fees; expiration; revocation.*

(1) *Permit Required.* No urban farm animal may be kept in the city until a permit to do so has been conditionally approved by the Zoning Administrator and issued by the office of the Building Official, and the Building Official or staff representative has made an inspection of the property to ascertain that the premises comply with all requirements of this chapter. Detailed plans and specifications, accurate and drawn to scale, must be submitted with the application, including, but not limited to, the following:

(a) Site plan showing the location and setbacks of existing and proposed buildings, fences and structures on the subject property, with dimensions to the property lines.

(b) Architectural plans showing floor plans, building elevations and dimensions.

(2) *Fees.*

(a) The permit fee and other fees and charges set forth in this chapter shall be collected by the city before the issuance of any permits, and the Building Official, or other persons duly authorized to issue the permit for which the payment of a fee is required under the provisions of this chapter, may not issue a permit until the fees shall have been paid.

(b) The City Council shall, from time to time, establish a fee within the city's master fee schedule.

(3) *Expiration of Permits.*

(a) The permit shall expire one year from the date the permit is issued.

(b) A permit may be renewed according to the application process identified in subsection (1) above.

(4) *Denial of Permits.* A request for a permit or permit renewal may be denied under the following circumstances:

(a) The applicant fails to submit any of the materials or application fees required by this Chapter.

(b) The materials submitted indicate improvements in violation of this Chapter.

(c) The applicant has not requested the required inspection for three calendar months after the permit is issued.

(d) The property owner was informed of a violation or multiple violations on the property and failed to correct it (them) as directed in Chapter 104.03.

(e) The applicant has failed to comply with any condition set forth in any other permits under this section granted by the City of Shorewood.

(f) The applicant, or one acting in their behalf, made oral or written misstatements or misrepresentations accompanying the application.

(g) The activities of the property owner create or have created a danger to the public health, safety or welfare.

(5) *Revocation of Permits.* Any permit issued under this section may be revoked or suspended as a penalty for a violation of this Chapter or for violation of the following conditions. No suspension or revocation may take effect until the permittee has received notice of the revocation, either personally, by US mail or electronic mail.

(a) The permittee has proven unable to keep or shelter the animals or maintain the property as required by city code and/or the regulations in this chapter.

(b) As a result of the permitted activity, the property contains conditions that might injure or endanger the safety, health or welfare of neighboring property owners or any member of the public.

(c) The property owner has violated any regulation or provision of the Code applicable to the activity to which the license has been granted or any regulation or law of the state so applicable or has failed to pay any penalties required by this section and the master fee schedule.

SECTION 3: AMENDMENT. That the Municipal Code of Shorewood, Minnesota, Chapter 705, Section 705.10 (Penalty) is hereby repealed and replaced as follows:

705.10 PENALTY.

Violation of this chapter shall be grounds for enforcement pursuant to § 104.03 of this code or revocation of permits as noted in Section 705.09 Subd. 3.

SECTION 4: EFFECTIVE DATE. This ordinance shall take effect upon its passage and publication in the City's official newspaper.

Adopted by the City Council of the City of Shorewood, Minnesota this 11th day of April, 2022.

JENNIFER LABADIE, MAYOR

ATTEST:

SANDIE THONE, CITY CLERK

RESOLUTION 22-035

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

**A RESOLUTION APPROVING THE PUBLICATION OF
ORDINANCE 587 REGARDING CITY CODE ORDINANCE
AMENDMENTS RELATED TO URBAN FARM ANIMALS**

WHEREAS, at a duly called meeting on April 11, 2022, the City Council of the City of Shorewood adopted Ordinance No. 587 entitled "AN ORDINANCE APROVING AMENDMENTS TO SHOREWOOD CITY CODE CHAPTER 705 (FARM AND OTHER ANIMALS)" adding additional definitions and regulations for keeping urban farm animals; and

WHEREAS, the City Council adopted a lengthy ordinance amending City Code Chapter 705 to amend regulations related to keeping urban farm animals; and

WHEREAS, the purpose of this summary is to inform the public of the intent and effect of the ordinance but to publish only a summary of the ordinance with the full ordinance being on file in the office of the City Clerk during regular office hours and available on the city's website;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD:

1. The City Council finds that the above title and summary of Ordinance No. 587 clearly informs the public of the intent and effect of the Ordinance.
2. The City Clerk is directed to publish Ordinance No. 587 by title and summary, pursuant to Minnesota Statutes, Section 412.191, Subdivision 4. Such summary is to be substantially the same as the attached form.
3. A full copy of the Ordinance is available at Shorewood City Hall and on the city's website.

ADOPTED by the Shorewood City Council on this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Stream Restoration Project
Meeting Date: Monday, April 11, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Overview Figure, Resolution 22-036

Background: During the design and permitting of the Smithtown Pond projects the Army Corps of Engineers (ACOE) claimed jurisdiction over the adjacent stream channel that ultimately discharges to Lake Minnetonka and extends as far west as Eureka Road. This jurisdictional claim complicated and delayed the permitting process for that project, however, it has also potentially created an opportunity for the city.

The ACOE have recently started enforcing an additional portion of the federal law under Sec 404 of the Clean Water Act that was passed in the 1970's. This new permitting applied to the Smithtown Pond project and pertained to stream impacts, not just wetland impacts. Wetland impacts have been protected through the same federal law and the mitigation for wetland impacts has been in place for decades through a Wetland Banking program administered through the ACOE and MN Board of Soil & Water (BWSR). Potential bank owners identify degraded or low-quality wetlands and then develop a plan to increase their value by improving the hydraulics and vegetation. This increase in value, or functional lift, is determined through a robust permitting and review process and ultimately establishes a Wetland Bank where the owners of the bank can then sell wetland credits by the square foot and generate revenue for its owner. ACOE is starting to implement and create a Stream Bank program that is very similar to the Wetland Bank program. The program is in its infancy stages and there are currently no completed Stream Banks established in Minnesota. Both Wetland Banks and Stream Banks require conservation easements to be dedicated over them, so surrounding land ownership is critical for a successful project. The stream channel from Smithtown Road south to Eureka that flows through the Smithtown Pond and Freeman Park is almost completely within property owned by Shorewood and appears to be a good candidate for restoration and a Stream Bank to be owned by the city.

Since the permitting and banking process is in its infancy there are a lot of questions and unknowns by staff and the permitting agencies. While staff thinks that this is a viable project that could produce credits, we do not know the amount of credits that can be produced from the restoration until further discussions occur w/ the ACOE. Below is an outline of the entire project if it were to progress to completion.

1. Call a pre-application meeting with the Corps' Stream Team. They will visit the site and determine if the city has a viable project.
2. Draft Prospectus – Requires that a Stream Qualification Tool (SQT) be run. This is an intensive survey of the stream by a natural resources team, identifying stream characteristics that will lead to a design that improves the stream based on its geomorphology. Using this data to produce a concept plan to submit with the Draft Prospectus and allows a 90-day review period. At the end of this step the city should have a better understanding of credits that it could generate. A restoration can be as simple as a vegetative restoration, remove invasive species and using bio-engineering to stabilizing the creek. This action would result in the least amount of credits. If this is combined with floodplain benching, jay hooks, cross veins, step pools or other engineered in-stream improvements that fit the needs and geomorphology of the stream than it will increase the amount of credits.
3. Prospectus – This is a more detailed document that includes an analysis of the immediate watershed, history of the site, 30% plans, initial credit estimate, performance standards and monitoring plan and allows a 180-day review period.
4. Draft Mitigation Banking Instrument (MBI) – The MBI is the agreement between the federal government and the city on how the restoration is going to be maintained in perpetuity. It includes the second rendition of the Mitigation Plan as the bulk of the document and allows a 180-day review period.
5. A conservation easement is established around the bank site. This maintains the bank in perpetuity.
6. Final Mitigation Banking Instrument – The final MBI consist of response to comments from the Draft MBI and usually takes two renditions to complete. Once this document is accepted by the Corps, it is signed and notarized by both parties and construction may begin.
7. Construction should take place when water levels are low, generally in the fall. Vegetation planting should take place in early fall or spring. Once the site is planted, a request for the initial credit release can be made.
8. Seven years of monitoring are required after construction is complete. The monitoring is based on the improvements that are made and will usually take four site visits a year along with vegetation management.
9. Credits are releases based on meeting performance standards laid out in the Mitigation Plan. As standards are met, credits are released until the final standards are met and all credits have been released.
10. After monitoring is complete and all credits are released, the improvements are to be maintained in perpetuity. A funding mechanism will most likely be required to be set up to ensure funds are available. The easiest mechanisms are funded with a percentage of each sale deposited into a escrow account of some sort.

Staff is looking for approval to initiate steps 1 and 2 identified above and then will report back on potential next steps. If successful, this is a long duration project with significant permitting efforts that could span 10 years and requires maintenance of the stream in perpetuity by the city, however the amount of revenue potential could be significant.

Financial Considerations: The city has budgeted \$500,000 in Fund 631 Storm Water Management in 2022 to begin scoping the project. To complete steps 1 and 2 it is estimated to be \$30,000 in fees. Another \$1,738,911 is identified in year 2027 and assumes a large construction effort to maximize credits. This number will change as the project scoping is completed. Essentially the more effort associated with increasing the functional lift of the stream the more potential credits the city could receive. In areas throughout the country where this is already being enforced, Stream Bank credits are selling for \$1200/lineal foot of functional lift. The segment from Smithtown Road to Eureka Road is 2,900 feet long. So, the potential revenue generated could be between \$1 - \$3.5 million but will not be understood until steps 1 and 2 are completed.

Recommendation/Action Requested: Staff is requesting authorization to progress with steps 1 and 2 and then will report back on potential next steps.



Legend

- City Limits
- Parcels (2/14/2022)
- Lakes
- MCWD - Stream Order
 - 1
 - 2
 - 3
 - 4
 - 5

Stream Restoration



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.

0 400 Feet



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

RESOLUTION 22-036

**A RESOLUTION TO BEGIN SCOPING A STREAM RESTORATION PROJECT IN
SMITHTOWN PONDS AND FREEMAN PARK PARCELS**

WHEREAS, the city owns properties known as Smithtown Ponds and Freeman Park parcels with PID: 3211723420004 and PID: 3211723410003; and

WHEREAS, the Army Corp of Engineers had jurisdiction over the stream that traverses through the Smithtown Pond and Freeman Park parcels generally from Smithtown Road to Eureka Road; and

WHEREAS, the Army Corp of Engineers is implementing Sec 404 of the Federal Clean Water Act and allows for the mitigation of stream impacts and the development of Stream Banks; and

WHEREAS, the city could generate revenue by developing a Stream Bank for the segment of stream that traverses through Smithtown Ponds and Freeman Park; and

WHEREAS, the city will need to begin the scoping process of the project with the Army Corps of Engineers to better understand the effort and potential amount of credit generation for the project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA AS FOLLOWS: The City of Shorewood authorizes staff and Bolton & Menk, Inc to initiate discussions with the Army Corps of Engineers and if needed complete the Stream Qualification Tool (SQT) that will be required and will allow for better scoping efforts of the project.

Passed by the City Council of Shorewood, Minnesota this 11th day of April 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Memo of Understanding on Stream Restoration Project
Meeting Date: Monday, April 11, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Overview Figure, Memo of Understanding, Resolution 22-037

Background: During the design and permitting of the Smithtown Pond projects the Army Corps of Engineers (ACOE) claimed jurisdiction over the adjacent stream channel and therefore may provide the opportunity for the city to develop a Stream Bank which could be a future source of revenue for the city. The center of the existing stream channel is very close to the property line of the abutting property at 26115 Smithtown Lane and is within 10 feet of undermining the existing garage. As part of the future scoping efforts for the Stream Restoration Project it is likely in the city's best interest to relocate this small segment of the stream and create separation from the property line to help protect the stream in the future conservation easements to maximize the amount of potential stream bank credits. To complete this work, the city would need a right of entry or temporary construction easement from this property owner and could not utilize eminent domain in this scenario.

The property owner at 26115 Smithtown Lane is looking to complete site and building improvements in the future and plans to increase its impervious surface over 1000 square feet therefore requiring a Storm Water Management Plan. Since the city has extensively modeled the surrounding watersheds as part of the Smithtown Pond project and needs a temporary easement from the property owner in order to maintain flexibility in the scoping of the stream restoration project, staff approached the property owner about a potential Memo of Understanding (MOU) that would allow for a 5-year temporary construction easement over a portion of the property in exchange for completing the Storm Water Management Plan and other items as negotiated.

Financial Considerations: Stream Bank credits are selling for \$1200/lineal foot of functional lift. There is a segment of stream approximately 100 feet long adjacent to the property that would be relocated/restored and could generate a value of \$120,000 for the city. If the city is unable to acquire a temporary easement in the future to complete the work the city could lose out on this value of these credits or more. The MOU states that the city is providing an estimated value of \$17,000 to the property owner in exchange for a 5-year temporary construction easement valued at \$5,750. A portion of the \$17,000

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.*

value was already being completed as part of the Smithtown Pond design efforts and was required to be duplicated at the expense of the property owner.

Recommendation/Action Requested: Staff recommends approval of the Memo of Understanding with the property owner located at 26115 Smithtown Lane to allow for maximum flexibility in the scoping of the city's stream restoration project.

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

RESOLUTION 22-037

**A RESOLUTION A MEMO OF UNDERSTANDING WITH PROPERTY OWNER OF
26115 SMITHTOWN LANE**

WHEREAS, the city could generate revenue by developing a Stream Bank for the segment of stream that traverses through Smithtown Ponds and Freeman Park; and

WHEREAS, a portion of the existing stream channel is close to the property line of 26115 Smithtown Lane, within 10 feet of undermining the garage, and the city will need a temporary easement from the property owner to relocate this stream segment; and

WHEREAS, the city is looking to begin the scoping process of the project with the Army Corps of Engineers to better understand the effort and potential amount of credit generation for the project and would like flexibility in the scoping options to help maximize the potential revenue for the city; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA AS FOLLOWS: The City of Shorewood approves the Memo of Understanding with the property owner of 26115 Smithtown Lane that will allow for flexibility in scoping efforts to help maximize the potential review for the city.

Passed by the City Council of Shorewood, Minnesota this 11th day of April 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

April 5, 2022

Robert Kohns
26115 Smithtown Lane
Shorewood, MN 55331

RE: Stream Restoration and 26115 Smithtown Ln Memo of Understanding (MOU)

Dear Mr. Kohns:

As you are aware, the City of Shorewood ("City") is undertaking stormwater drainage improvements to the Smithtown Pond parcel located west of your residence at 26115 Smithtown Lane, Shorewood, MN, 55331 ("Residence"). The City also plans to complete a Stream Restoration Project within streams located in the Smithtown Pond parcel and Freeman Park at some future date (the "Projects"). The City's Projects will require the voluntary dedication of a temporary. Your Residence is planning a building expansion that will require a building permit from the City and will require a Storm Water Management Plan due to the anticipated amount of increased impervious surface.

The purpose of this letter is to set forth the terms of understanding for the voluntary easement agreement to serve the Projects.

The City to provide:

1. Topographic and boundary survey of your Residence (estimated value \$3000).
2. Civil site construction plans and a Storm Water Management Plan meeting Shorewood's standard for acquiring a building permit (estimated value \$3000).
3. Construction survey staking for buildings, grading, and drainage for the Residence (estimated value \$1000).
4. Expand an existing biofiltration basin located in the right of way of Smithtown Lane to be utilized by the Resident to meet its Storm Water Management Plan requirements (estimated value \$10,000).
5. Maintain in perpetuity the existing and expanded biofiltration basin to Shorewood's standards.
6. Relocate the stream channel off the Residence and onto the city property as part of the Projects.

The Property Owner to provide:

1. Approximately 15' wide by 160' long temporary construction easement along the west property line located near the southern corner for the duration of 5 years for the future Projects. (2804 sq ft at \$0.41/sq ft/year = \$5750 estimated value). No healthy trees are to be removed within this area, however grading, turf restoration, and other miscellaneous construction processes will occur, and the scope of the effort will be determined during the development of the Projects.
2. Right of Entry beyond temporary easement to allow for incidental encroachment and coordination of the Residence.
3. Completed architectural drawings of the building expansion necessary for acquiring a building permit from Shorewood.
4. Payment for permits and fees associated with the Residence improvements.

Robert Kohns

Page 2

April 5, 2022

5. All costs and maintenance for construction, grading, turf restoration, and sediment & erosion control for any improvements located on the Residence and identified in the Site/Grading/Erosion Control Plans.

Please indicate your acceptance of these terms with your signature below and the City will prepare for execution the recordable easement documents in the form attached to this letter. Thank you in advance and you may contact me with any questions at 612.756.2486.

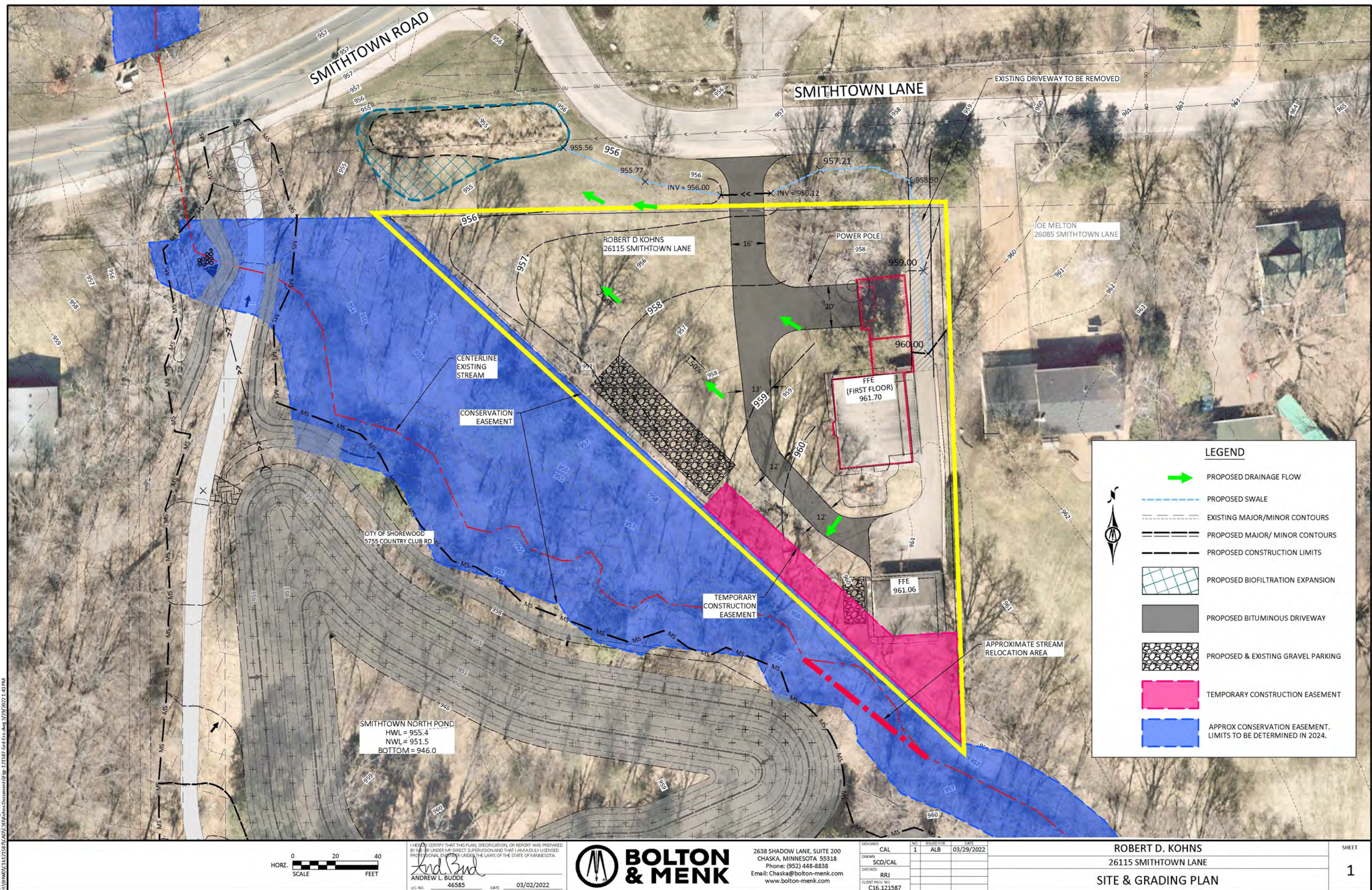
Sincerely,

A handwritten signature in black ink, appearing to read "And Bud", written in a cursive style.

Andrew Budde P.E.
City Engineer

ACCEPTED BY:

Dated:





City of Shorewood Council Meeting Item

Title/Subject: **Approve Plans and Specifications and Authorize Advertisement for Bids for Lift Stations 7, 9 & 10 Rehabilitation Projects, City Projects 20-12 & 21-08**

Meeting Date: Monday, April 11, 2022

Prepared by: Matt Bauman, Assistant City Engineer

Reviewed by: Larry Brown, Director of Public Works

Attachments: **Overview Maps, Bid Tabulation & Abstract, Resolution**

Background: At the February 28th Council Meeting, staff had presented the final plans and specification for the Lift Stations 7, 9 & 10 Rehabilitation project. The three stations are packaged together as one plan set and Council had given authorization to advertise and open bids for the project.

Bids for the project were opened on April 5, 2022. A total of three bids were received and the low bidder is submitted by R & R Excavating, Inc. from Hutchinson, MN. The bids are summarized below:

Bidder:	Total Bid Amount
R & R Excavating, Inc.	\$706,398.64
Pember Companies, Inc.	\$725,183.35
Meyer Contracting, Inc.	\$822,521.88

Staff has reviewed all the bids received are accurate and indicate the bidding process was competitive. The low bid is 4% above the Engineer's Estimate of \$678,584.00, but 16% below the high bid.

In 2021, Lift Stations 7 & 10 were bid as one project and the bids rejected due to what was perceived to be inflated pricing. The recent bid indicates this was not the case and that the cost of the rehabilitation work has truly risen.

In addition to the construction bids, staff has directly purchased pump components and control circuitry for each of the three stations already. 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.

Finally, Shorewood has many cultural resource monitoring locations and Lift Station 7 falls into one of those known areas. Provisions have been made to account for this during the 2022 construction season. The site is considered previously disturbed, since excavations were made when the lift station was originally installed.

Financial Considerations: The total project costs for each of the lift stations are listed below:

Lift Station 10: \$150,000 (As originally listed in 2020 CIP)
Lift Station 7: \$240,000 (As originally listed in 2021 CIP)
Lift Station 9: \$240,000 (2022 CIP)

Costs were unintentionally not updated with the latest round of CIP planning. The most current total project cost estimates based on the bids and purchased equipment are:

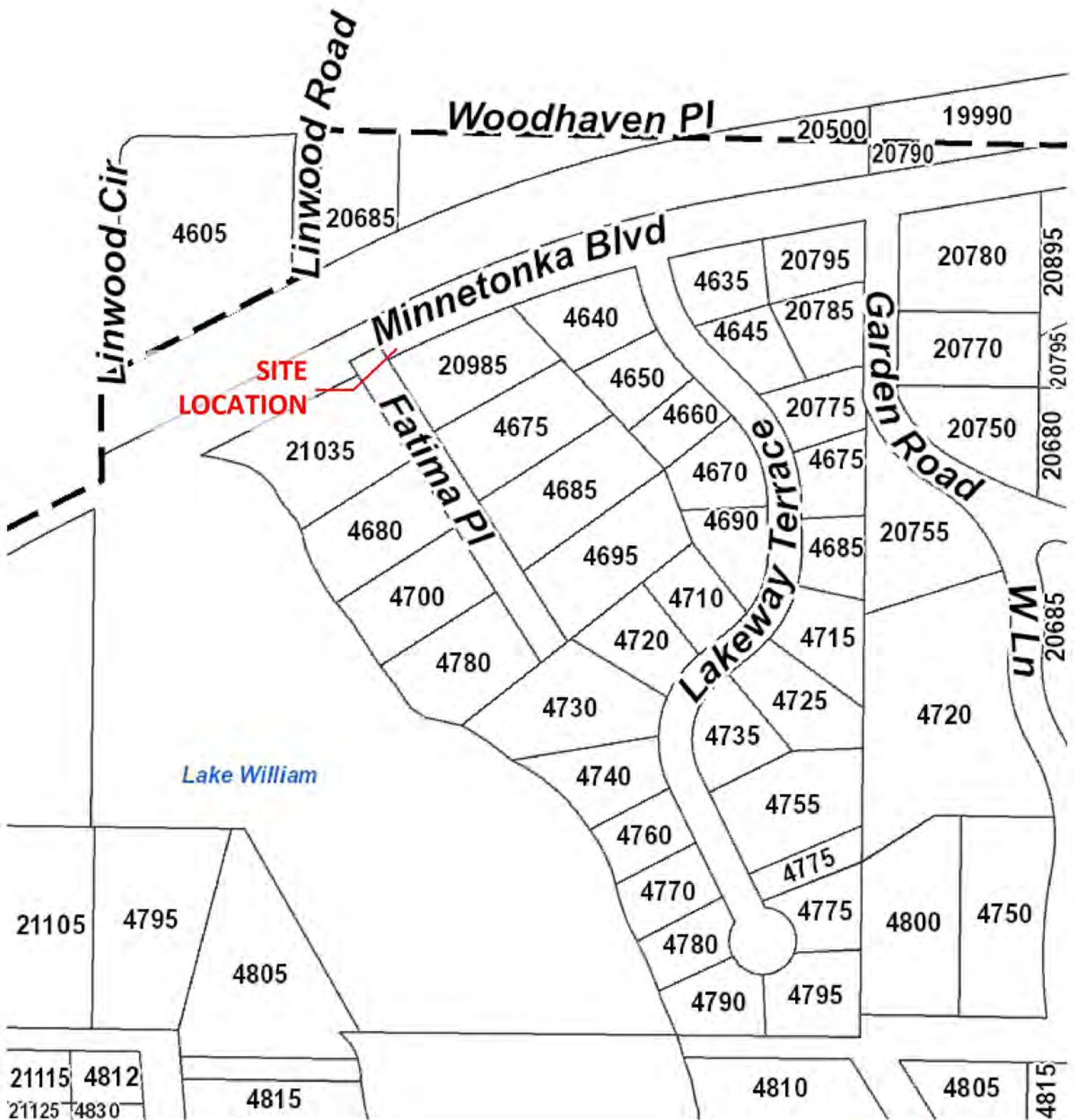
Lift Station	Bid	Equipment	Soft Cost	Total Project Cost
7	\$245,319.95	\$63,410.00	\$61,330.00	\$370,059.95
9	\$236,523.94	\$66,625.00	\$59,130.00	\$362,278.94
10	\$224,554.75	\$62,310.00	\$56,140.00	\$343,004.75
Total	\$706,398.64	\$192,345.00	\$176,600.00	\$1,075,343.64

Recommendation/Action Requested: Staff recommends that the Council accept the bids and award the Lift Station 7, 9 & 10 Rehabilitation Project to the low bidder, R & R Excavating, Inc.



CITY OF SHOREWOOD

ATTACHMENT 1
LIFT STATION 7 AT 5600 WOODSIDE LANE



0 200 Feet



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

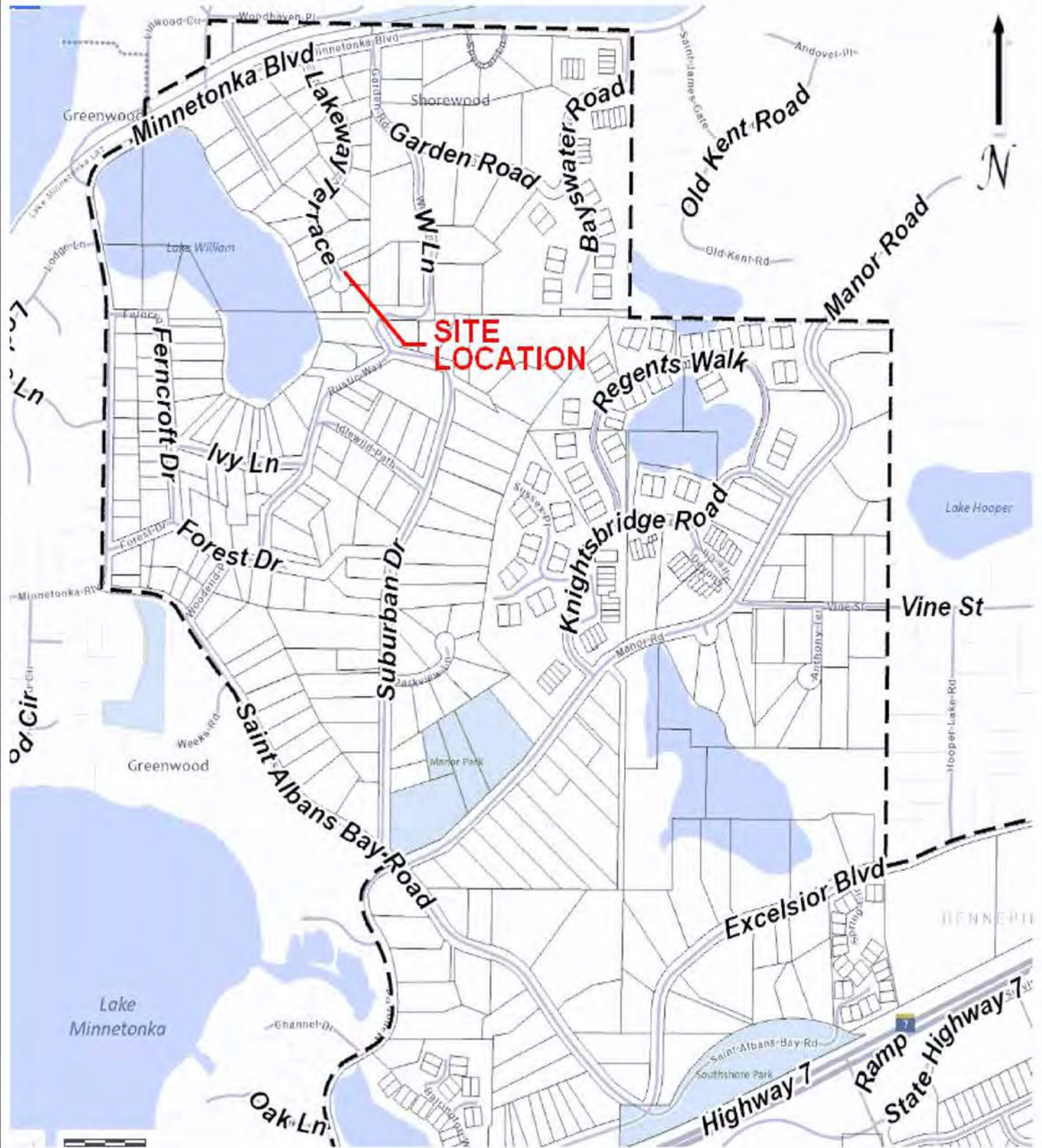
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only.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

© Bolton & Menk, Inc - Web GIS 2/23/2022 12:27 PM



ATTACHMENT 2

**LIFT STATION 9 AT 20995
MINNETONKA BLVD**



CITY OF SHOREWOOD

**ATTACHMENT 3
LIFT STATION 10 AT 4773 LAKEWAY TERRACE**



City of Shorewood

Project Bid Tabulation

2022 LIFT STATIONS 7, 9 & 10 REHABILITATION PROJECT

BMI PROJECT NO. 0C1.123096, C16.122395, 0C1.125086

Soliciting agent:

Bolton & Menk, Inc.

Contact:

Andrew Budde, P.E.

Bid Date:

04/05/2022 2:00 PM CDT

Firm	Total Bid
R & R Excavating	\$706,398.64
Pember Companies	\$725,183.35
Meyer Contracting	\$822,521.88

Engineer's Opinion of Cost

\$678,584.00

I hereby certify that this is a true and correct tabulation of the bids as received on April 5, 2022 for the 2022 Lift Stations 7, 9 & 10 Rehabilitation Project, City Project 20-12 and 21-08.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

ABSTRACT OF BIDS

2022 LIFT STATIONS 7, 9 & 10 REHABILITATION PROJECT
CITY OF SHOREWOOD, MINNESOTA
BMI PROJECT NO. 0C1.123096, C16.122395, 0C1.125086

				1		2		3			
				Engineer's Estimate		R & R Excavating		Pember Companies		Meyer Contracting	
ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
LIFT STATION 7											
1	MOBILIZATION	1	LUMP SUM	\$16,500.00	\$16,500.00	\$4,313.34	\$4,313.34	\$27,500.00	\$27,500.00	\$30,000.00	\$30,000.00
2	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
3	TRAFFIC CONTROL	1	LUMP SUM	\$1,600.00	\$1,600.00	\$400.00	\$400.00	\$1,400.00	\$1,400.00	\$400.00	\$400.00
4	CLEARING & GRUBBING	1	LUMP SUM	\$4,800.00	\$4,800.00	\$1,852.01	\$1,852.01	\$835.00	\$835.00	\$6,000.00	\$6,000.00
5	REMOVE BITUMINOUS PAVEMENT	24	SQ YD	\$30.00	\$720.00	\$46.40	\$1,113.60	\$22.00	\$528.00	\$30.29	\$726.96
6	REMOVE CONCRETE CURB AND GUTER	33	LIN FT	\$12.00	\$396.00	\$16.87	\$556.71	\$10.00	\$330.00	\$9.18	\$302.94
7	SALVAGE STONE WALL	30	LIN FT	\$35.00	\$1,050.00	\$43.18	\$1,295.40	\$30.00	\$900.00	\$23.65	\$709.50
8	REMOVE CONTROL PANEL AND CONCRETE PAD	1	EACH	\$800.00	\$800.00	\$988.53	\$988.53	\$350.00	\$350.00	\$644.07	\$644.07
9	ABANDON VALVE MANHOLE	1	EACH	\$6,000.00	\$6,000.00	\$4,317.52	\$4,317.52	\$4,800.00	\$4,800.00	\$4,769.06	\$4,769.06
10	ABANDON 4" CIP FORCEMAIN	24	LIN FT	\$22.00	\$528.00	\$10.00	\$240.00	\$30.00	\$720.00	\$14.40	\$345.60
11	EXPLORATORY EXCAVATION WITH CRAWLER MOUNTED BACKHOE	4	HOURS	\$550.00	\$2,200.00	\$444.79	\$1,779.16	\$550.00	\$2,200.00	\$575.00	\$2,300.00
12	BYPASS PUMPING INSTALLATION AND OPERATION	1	LUMP SUM	\$25,000.00	\$25,000.00	\$17,259.02	\$17,259.02	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
13	GRADING AND EXCAVATION	1	LUMP SUM	\$3,600.00	\$3,600.00	\$3,419.72	\$3,419.72	\$8,900.00	\$8,900.00	\$1,000.00	\$1,000.00
14	CLEAN INTERIOR OF EXISTING WET WELL	1	EACH	\$3,600.00	\$3,600.00	\$5,020.84	\$5,020.84	\$2,300.00	\$2,300.00	\$6,522.20	\$6,522.20
15	SEAL INFILTRATION AT JOINTS AND BASE	4	EACH	\$300.00	\$1,200.00	\$1,601.90	\$6,407.60	\$700.00	\$2,800.00	\$250.00	\$1,000.00
16	SEAL INFILTRATION AT EXISTING PIPE CONNECTIONS	3	EACH	\$375.00	\$1,125.00	\$418.40	\$1,255.20	\$650.00	\$1,950.00	\$333.33	\$999.99
17	LINER COATING OF WET WELL INTERIOR	1	EACH	\$13,000.00	\$13,000.00	\$8,015.43	\$8,015.43	\$20,500.00	\$20,500.00	\$10,500.00	\$10,500.00
18	WET WELL MODIFICATIONS AND CONSTRUCTION OF VALVE MANHOLE, INCLUDING ALL PIPING AND EQUIPMENT INSTALLATION - LIFT STATION NO. 7	1	LUMP SUM	\$95,000.00	\$95,000.00	\$120,089.65	\$120,089.65	\$96,000.00	\$96,000.00	\$141,610.31	\$141,610.31
19	ELECTRICAL CONSTRUCTION & CITY PURCHASED CONTROL PANEL INSTALLATION	1	LUMP SUM	\$11,000.00	\$11,000.00	\$8,500.00	\$8,500.00	\$12,180.00	\$12,180.00	\$8,500.00	\$8,500.00
20	4" DIP FORCEMAIN, CLASS 52	32	LIN FT	\$120.00	\$3,840.00	\$176.01	\$5,632.32	\$184.00	\$5,888.00	\$135.34	\$4,330.88
21	4" FORCEMAIN VALVE	1	EACH	\$2,500.00	\$2,500.00	\$3,983.04	\$3,983.04	\$3,200.00	\$3,200.00	\$3,701.61	\$3,701.61
22	FORCEMAIN FITTINGS	120	POUND	\$20.00	\$2,400.00	\$24.53	\$2,943.60	\$25.60	\$3,072.00	\$28.18	\$3,381.60
23	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$3,000.00	\$3,000.00	\$1,315.29	\$1,315.29	\$1,800.00	\$1,800.00	\$1,204.57	\$1,204.57
24	DEWATERING	1	LUMP SUM	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$0.01	\$0.01
25	AGGREGATE BEDDING	20	TON	\$60.00	\$1,200.00	\$0.83	\$16.60	\$50.00	\$1,000.00	\$82.66	\$1,653.20
26	SEWAGE PUMP TRUCK	4	HOUR	\$250.00	\$1,000.00	\$386.90	\$1,547.60	\$240.00	\$960.00	\$300.00	\$1,200.00
27	4" PERF TP PIPE DRAIN WITH AGGREGATE	32	LIN FT	\$40.00	\$1,280.00	\$58.32	\$1,866.24	\$40.00	\$1,280.00	\$39.54	\$1,265.28
28	4" PVC CLEANOUT	1	EACH	\$400.00	\$400.00	\$336.95	\$336.95	\$400.00	\$400.00	\$638.30	\$638.30
29	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00	\$2,605.85	\$2,605.85	\$600.00	\$600.00	\$1,704.00	\$1,704.00
30	SELECT GRANULAR BORROW	82	TON	\$50.00	\$4,100.00	\$59.73	\$4,897.86	\$44.00	\$3,608.00	\$53.01	\$4,346.82
31	AGGREGATE BASE CLASS 5	28	TON	\$57.00	\$1,596.00	\$97.49	\$2,729.72	\$44.00	\$1,232.00	\$82.00	\$2,296.00

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate		R & R Excavating		Pember Companies		Meyer Contracting	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
32	GEOTEXTILE FABRIC, TYPE 5	31.00	SQ YD	\$3.00	\$93.00	\$14.55	\$451.05	\$4.70	\$145.70	\$7.85	\$243.35
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) PATCHING AND DRIVEWAY	8.00	TON	\$500.00	\$4,000.00	\$268.00	\$2,144.00	\$440.00	\$3,520.00	\$268.00	\$2,144.00
34	5" CONCRETE PAD	25.00	SQ FT	\$50.00	\$1,250.00	\$85.15	\$2,128.75	\$26.00	\$650.00	\$82.45	\$2,061.25
35	CONCRETE CURB AND GUTTER - DESIGN ANY	33.00	LIN FT	\$80.00	\$2,640.00	\$103.66	\$3,420.78	\$34.00	\$1,122.00	\$95.65	\$3,156.45
36	FLOWABLE FILL FOR VALVE VAULT ABANDONMENT	32.00	CY	\$200.00	\$6,400.00	\$392.78	\$12,568.96	\$275.00	\$8,800.00	\$282.25	\$9,032.00
37	INSTALL STONE WALL	30	LIN FT	\$65.00	\$1,950.00	\$41.84	\$1,255.20	\$50.00	\$1,500.00	\$23.65	\$709.50
38	SILT FENCE	73	LIN FT	\$6.50	\$474.50	\$6.84	\$499.32	\$3.25	\$237.25	\$6.00	\$438.00
39	STORM DRAIN INLET PROTECTION	1	EACH	\$250.00	\$250.00	\$110.75	\$110.75	\$130.00	\$130.00	\$125.00	\$125.00
40	REINFORCED FIBER MATRIX WITH MNDOT SEED MIX 25-151	94	SQ YD	\$9.00	\$846.00	\$5.31	\$499.14	\$8.00	\$752.00	\$20.00	\$1,880.00
41	TOPSOIL BORROW (LV)	20	CY	\$75.00	\$1,500.00	\$127.16	\$2,543.20	\$100.00	\$2,000.00	\$91.74	\$1,834.80
LS7	LANDSCAPE ALLOWANCE	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL LIFT STATION 7:					\$235,738.50		\$245,319.95		\$250,689.95		\$283,677.25
LIFT STATION 9											
42	MOBILIZATION	1	LUMP SUM	\$15,400.00	\$15,400.00	\$3,313.34	\$3,313.34	\$24,825.00	\$24,825.00	\$30,000.00	\$30,000.00
43	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
44	TRAFFIC CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$2,900.00	\$2,900.00	\$750.00	\$750.00
45	REMOVE BITUMINOUS PAVEMENT	70	SQ YD	\$30.00	\$2,100.00	\$15.91	\$1,113.70	\$25.00	\$1,750.00	\$22.14	\$1,549.80
46	REMOVE CONTROL PANEL AND CONCRETE PAD	1	EACH	\$800.00	\$800.00	\$1,852.01	\$1,852.01	\$350.00	\$350.00	\$638.64	\$638.64
47	ABANDON VALVE MANHOLE	1	EACH	\$6,000.00	\$6,000.00	\$4,317.52	\$4,317.52	\$6,100.00	\$6,100.00	\$6,353.04	\$6,353.04
48	ABANDON 4" CIP FORCEMAIN	30	LIN FT	\$22.00	\$660.00	\$10.00	\$300.00	\$24.25	\$727.50	\$10.84	\$325.20
49	EXPLORATORY EXCAVATION WITH CRAWLER MOUNTED BACKHOE	4	HOURS	\$550.00	\$2,200.00	\$444.79	\$1,779.16	\$550.00	\$2,200.00	\$575.00	\$2,300.00
50	BYPASS PUMPING INSTALLATION AND OPERATION	1	LUMP SUM	\$25,000.00	\$25,000.00	\$11,419.60	\$11,419.60	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
51	GRADING AND EXCAVATION	1	LUMP SUM	\$3,600.00	\$3,600.00	\$3,669.72	\$3,669.72	\$8,900.00	\$8,900.00	\$1,000.00	\$1,000.00
52	CLEAN INTERIOR OF EXISTING WET WELL	1	EACH	\$3,600.00	\$3,600.00	\$5,020.84	\$5,020.84	\$2,250.00	\$2,250.00	\$6,022.20	\$6,022.20
53	SEAL INFILTRATION AT JOINTS AND BASE	4	EACH	\$300.00	\$1,200.00	\$1,601.90	\$6,407.60	\$700.00	\$2,800.00	\$250.00	\$1,000.00
54	SEAL INFILTRATION AT EXISTING PIPE CONNECTIONS	3	EACH	\$375.00	\$1,125.00	\$418.40	\$1,255.20	\$650.00	\$1,950.00	\$333.33	\$999.99
55	LINER COATING OF WET WELL INTERIOR	1	EACH	\$8,700.00	\$8,700.00	\$4,701.11	\$4,701.11	\$19,000.00	\$19,000.00	\$8,750.00	\$8,750.00
56	WET WELL MODIFICATIONS AND CONSTRUCTION OF VALVE MANHOLE, INCLUDING ALL PIPING AND EQUIPMENT INSTALLATION - LIFT STATION NO. 9	1	LUMP SUM	\$90,000.00	\$90,000.00	\$129,568.65	\$129,568.65	\$98,000.00	\$98,000.00	\$143,739.22	\$143,739.22
57	ELECTRICAL CONSTRUCTION & CITY PURCHASED CONTROL PANEL INSTALLATION	1	LUMP SUM	\$11,000.00	\$11,000.00	\$8,500.00	\$8,500.00	\$12,200.00	\$12,200.00	\$8,500.00	\$8,500.00
58	4" DIP FORCEMAIN, CLASS 52	30	LIN FT	\$120.00	\$3,600.00	\$137.23	\$4,116.90	\$130.00	\$3,900.00	\$144.88	\$4,346.40
59	4" GATE VALVE AND BOX	1	EACH	\$2,500.00	\$2,500.00	\$3,983.83	\$3,983.83	\$3,155.00	\$3,155.00	\$3,701.61	\$3,701.61
60	FORCEMAIN FITTINGS	120	POUND	\$20.00	\$2,400.00	\$30.21	\$3,625.20	\$25.30	\$3,036.00	\$32.72	\$3,926.40
61	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$3,000.00	\$3,000.00	\$2,775.16	\$2,775.16	\$1,810.00	\$1,810.00	\$1,204.57	\$1,204.57
62	DEWATERING	1	LUMP SUM	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
63	AGGREGATE BEDDING	20	TON	\$60.00	\$1,200.00	\$0.83	\$16.60	\$50.00	\$1,000.00	\$83.22	\$1,664.40
64	SEWAGE PUMP TRUCK	4	HOURL	\$250.00	\$1,000.00	\$386.90	\$1,547.60	\$240.00	\$960.00	\$300.00	\$1,200.00

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate		R & R Excavating		Pember Companies		Meyer Contracting	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
65	4" PERF TP PIPE DRAIN WITH AGGREGATE	31	LIN FT	\$40.00	\$1,240.00	\$114.60	\$3,552.60	\$41.00	\$1,271.00	\$39.53	\$1,225.43
66	4" PVC CLEANOUT	1	EACH	\$400.00	\$400.00	\$548.45	\$548.45	\$400.00	\$400.00	\$638.30	\$638.30
67	SELECT GRANULAR BORROW	100	TON	\$50.00	\$5,000.00	\$52.81	\$5,281.00	\$44.25	\$4,425.00	\$52.77	\$5,277.00
68	AGGREGATE BASE CLASS 5	30	TON	\$47.00	\$1,410.00	\$90.99	\$2,729.70	\$45.00	\$1,350.00	\$81.97	\$2,459.10
69	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) PATCHING AND DRIVEWAY	14	TON	\$350.00	\$4,900.00	\$268.00	\$3,752.00	\$395.50	\$5,537.00	\$268.00	\$3,752.00
70	5" CONCRETE PAD	15	SQ FT	\$75.00	\$1,125.00	\$226.21	\$3,393.15	\$29.20	\$438.00	\$167.45	\$2,511.75
71	FLOWABLE FILL FOR VALVE VAULT ABANDONMENT	15	CY	\$250.00	\$3,750.00	\$549.32	\$8,239.80	\$305.00	\$4,575.00	\$282.25	\$4,233.75
72	SILT FENCE	90	LIN FT	\$6.50	\$585.00	\$5.55	\$499.50	\$3.85	\$346.50	\$6.00	\$540.00
73	STORM DRAIN INLET PROTECTION	1	EACH	\$250.00	\$250.00	\$110.75	\$110.75	\$130.00	\$130.00	\$125.00	\$125.00
74	REINFORCED FIBER MATRIX WITH MNDOT SEED MIX 25-151	125	SQ YD	\$10.00	\$1,250.00	\$5.00	\$625.00	\$7.75	\$968.75	\$20.00	\$2,500.00
75	TOPSOIL BORROW (LV)	25	CY	\$75.00	\$1,875.00	\$110.33	\$2,758.25	\$100.00	\$2,500.00	\$91.90	\$2,297.50
LS9	LANDSCAPE ALLOWANCE	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL LIFT STATION 9:					\$220,570.00		\$236,523.94		\$245,254.75		\$275,531.30
LIFT STATION 10											
76	MOBILIZATION	1	LUMP SUM	\$15,600.00	\$15,600.00	\$3,313.34	\$3,313.34	\$25,825.00	\$25,825.00	\$30,000.00	\$30,000.00
77	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
78	TRAFFIC CONTROL	1	LUMP SUM	\$1,600.00	\$1,600.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00
79	REMOVE BITUMINOUS PAVEMENT	70	SQ YD	\$24.00	\$1,680.00	\$17.69	\$1,238.30	\$24.00	\$1,680.00	\$18.86	\$1,320.20
80	REMOVE CONTROL PANEL AND CONCRETE PAD	1	EACH	\$650.00	\$650.00	\$1,852.01	\$1,852.01	\$350.00	\$350.00	\$544.16	\$544.16
81	ABANDON VALVE MANHOLE	1	EACH	\$6,200.00	\$6,200.00	\$4,317.52	\$4,317.52	\$5,500.00	\$5,500.00	\$6,353.04	\$6,353.04
82	ABANDON 4" CIP FORCEMAIN	35	LIN FT	\$27.50	\$962.50	\$10.00	\$350.00	\$40.00	\$1,400.00	\$9.87	\$345.45
83	EXPLORATORY EXCAVATION WITH CRAWLER MOUNTED BACKHOE	4	HOURS	\$550.00	\$2,200.00	\$444.79	\$1,779.16	\$550.00	\$2,200.00	\$575.00	\$2,300.00
84	BYPASS PUMPING INSTALLATION AND OPERATION	1	LUMP SUM	\$26,000.00	\$26,000.00	\$17,259.02	\$17,259.02	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
85	GRADING AND EXCAVATION	1	LUMP SUM	\$3,600.00	\$3,600.00	\$3,669.72	\$3,669.72	\$8,550.00	\$8,550.00	\$1,000.00	\$1,000.00
86	CLEAN INTERIOR OF EXISTING WET WELL	1	EACH	\$2,500.00	\$2,500.00	\$5,020.84	\$5,020.84	\$2,250.00	\$2,250.00	\$5,022.20	\$5,022.20
87	SEAL INFILTRATION AT JOINTS AND BASE	4	EACH	\$275.00	\$1,100.00	\$1,601.90	\$6,407.60	\$700.00	\$2,800.00	\$250.00	\$1,000.00
88	SEAL INFILTRATION AT EXISTING PIPE CONNECTIONS	3	EACH	\$375.00	\$1,125.00	\$418.40	\$1,255.20	\$650.00	\$1,950.00	\$333.33	\$999.99
89	LINER COATING OF WET WELL INTERIOR	1	EACH	\$8,700.00	\$8,700.00	\$6,087.86	\$6,087.86	\$14,500.00	\$14,500.00	\$7,100.00	\$7,100.00
90	WET WELL MODIFICATIONS AND CONSTRUCTION OF VALVE MANHOLE, INCLUDING ALL PIPING AND EQUIPMENT INSTALLATION - LIFT STATION NO. 10	1	LUMP SUM	\$90,000.00	\$90,000.00	\$109,564.24	\$109,564.24	\$88,000.00	\$88,000.00	\$134,900.43	\$134,900.43
91	ELECTRICAL CONSTRUCTION & CITY PURCHASED CONTROL PANEL INSTALLATION	1	LUMP SUM	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$12,200.00	\$12,200.00	\$8,500.00	\$8,500.00
92	4" INSULATION	7	SQ YD	\$70.00	\$490.00	\$62.40	\$436.80	\$110.00	\$770.00	\$80.67	\$564.69
93	4" DIP FORCEMAIN, CLASS 52	36	LIN FT	\$120.00	\$4,320.00	\$154.91	\$5,576.76	\$121.50	\$4,374.00	\$131.84	\$4,746.24
94	4" GATE VALVE AND BOX	1	EACH	\$2,500.00	\$2,500.00	\$3,983.04	\$3,983.04	\$3,200.00	\$3,200.00	\$3,701.61	\$3,701.61
95	FORCEMAIN FITTINGS	110	POUND	\$20.00	\$2,200.00	\$34.07	\$3,747.70	\$24.60	\$2,706.00	\$26.86	\$2,954.60
96	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$3,000.00	\$3,000.00	\$2,045.23	\$2,045.23	\$1,810.00	\$1,810.00	\$1,204.57	\$1,204.57
97	DEWATERING	1	LUMP SUM	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate		R & R Excavating		Pember Companies		Meyer Contracting	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
98	AGGREGATE BEDDING	20	TON	\$60.00	\$1,200.00	\$0.83	\$16.60	\$50.00	\$1,000.00	\$83.22	\$1,664.40
99	SEWAGE PUMP TRUCK	4	HOURL	\$250.00	\$1,000.00	\$386.90	\$1,547.60	\$240.00	\$960.00	\$300.00	\$1,200.00
100	4" PERF TP PIPE DRAIN WITH AGGREGATE	20	LIN FT	\$40.00	\$800.00	\$133.25	\$2,665.00	\$40.00	\$800.00	\$39.54	\$790.80
101	4" PVC CLEANOUT	1	EACH	\$400.00	\$400.00	\$559.54	\$559.54	\$400.00	\$400.00	\$638.30	\$638.30
102	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00	\$3,448.63	\$3,448.63	\$600.00	\$600.00	\$1,704.00	\$1,704.00
103	SELECT GRANULAR BORROW	108	TON	\$50.00	\$5,400.00	\$48.89	\$5,280.12	\$43.50	\$4,698.00	\$52.76	\$5,698.08
104	AGGREGATE BASE CLASS 5	36	TON	\$57.00	\$2,052.00	\$75.82	\$2,729.52	\$43.35	\$1,560.60	\$81.97	\$2,950.92
105	GEOTEXTILE FABRIC, TYPE 5	70	SQ YD	\$3.00	\$210.00	\$13.41	\$938.70	\$4.30	\$301.00	\$7.86	\$550.20
106	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) PATCHING AND DRIVEWAY	18	TON	\$350.00	\$6,300.00	\$268.00	\$4,824.00	\$371.00	\$6,678.00	\$268.00	\$4,824.00
107	5" CONCRETE PAD	15	SQ FT	\$75.00	\$1,125.00	\$178.90	\$2,683.50	\$29.15	\$437.25	\$167.45	\$2,511.75
108	FLOWABLE FILL FOR VALVE VAULT ABANDONMENT	9	CY	\$250.00	\$2,250.00	\$481.01	\$4,329.09	\$285.00	\$2,565.00	\$282.25	\$2,540.25
109	SILT FENCE	61	LIN FT	\$6.00	\$366.00	\$8.19	\$499.59	\$3.80	\$231.80	\$6.00	\$366.00
110	STORM DRAIN INLET PROTECTION	2	EACH	\$250.00	\$500.00	\$110.75	\$221.50	\$130.00	\$260.00	\$125.00	\$250.00
111	REINFORCED FIBER MATRIX WITH MNDOT SEED MIX 25-151	62	SQ YD	\$10.00	\$620.00	\$8.06	\$499.72	\$11.00	\$682.00	\$20.00	\$1,240.00
112	TOPSOIL BORROW (LV)	15	CY	\$75.00	\$1,125.00	\$163.82	\$2,457.30	\$100.00	\$1,500.00	\$91.83	\$1,377.45
LS10	LANDSCAPE ALLOWANCE	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL LIFT STATION 10:					\$222,275.50		\$224,554.75		\$229,238.65		\$263,313.33
TOTAL BID:					\$678,584.00		\$706,398.64		\$725,183.35		\$822,521.88

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

RESOLUTION 22-038

**A RESOLUTION TO AWARD CONTRACT
FOR THE LIFT STATIONS 7, 9 AND 10 REHABILITATION PROJECT
CITY PROJECTS 20-12 AND 21-08**

WHEREAS, bids for the 2022 Lift Stations 7, 9 and 10 Rehabilitation Project were received on April 5, 2022 opened and tabulated according to law, with the following bids received:

Contractor	Total Bid
R & R Excavating	\$706,398.64
Pember Companies	\$725,183.35
Meyer Contracting	\$822,521.88

WHEREAS, City staff recommends award of the 2022 Lift Stations 7, 9 and 10 Rehabilitation Project; and

WHEREAS, R &R Excavating, Inc. is the lowest responsible bidder; and

WHEREAS, R &R Excavating, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with R &R Excavating, Inc. based on the lowest bid amount of \$706,398.64 in the name of the City of Shorewood for the 2022 Lift Stations 7, 9 and 10 Rehabilitation Project according to the plans and specifications on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title / Subject: Resolution to approve a Mutual Aid Agreement Between Public Works Agencies and Equipment Sharing Agreement

Meeting Date: April 11, 2022

Prepared by: Larry Brown, Director of Public Works

Attachments: Map, Mutual Aid Agreement, Equipment Sharing Agreement, Frequently Asked Questions, Resolution

Policy Consideration: Should the City Council enter into a standard Mutual Aid Agreement and Equipment Sharing Agreement between various agencies across the State of Minnesota?

Background: The purpose of these agreements is to provide a process for local units of government across the State of Minnesota to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this Mutual Aid Agreement or Equipment Sharing Agreement.

There are many reasons to have a mutual aid agreement with our neighboring agencies and agencies across the state. These situations range from normal day to day activities, training, or full scale disasters or mutual aid for emergency operations.

Attachment 1 to this memorandum is a map of the cities that have already adopted the mutual aid agreement. This agreement is being propagated across the State as a standard agreement. This type of arrangement is very similar to what fire districts have had in place for many years.

Why enter into such an agreement?

The Federal Emergency Management Agency (FEMA) strongly recommends that any sharing of materials, machinery, or labor have a mutual aid agreement in place, prior to a disaster or mutual aid event, to obtain reimbursement from FEMA.

The City of Shorewood has had to go through the long and arduous process of trying to obtain reimbursement for assistance that was obtained from Hennepin County Public Works for dump trucks and personnel to assist the city in clearing tree debris from straight line winds for the declared disaster DR1225, on May 15th, 1998. At the initiation of the settlement conference, FEMA representatives did not want to recognize costs incurred by the city, since there were no mutual aid agreements in place prior to the event. After considerable negotiation, the city was able to recoup \$97,668 of incurred costs. This would have been much easier with agreements in place prior to the event.

Many agencies, including Hennepin County, are lobbying and sometimes requiring other agencies to have such agreements in place to be able to take advantage of resources proposed by mutual aid, or joint purchases and operations. Hennepin County and larger communities are ones

that the City of Shorewood may look to for resources, both in a disaster event and even in day-to-day operations, if needed. The mutual aid agreement is an umbrella agreement that can be applied to both scenarios.

Most recently, a requirement to be part of the Mutual Aid Agreement has been documented in an up-and-coming issue that will likely be considered by police departments and coordinating committees across several counties in the metropolitan area for perimeter fence protection during civil unrest. While proposals have yet to be presented for consideration by agencies, most of the draft joint powers agreements for fencing seen thus far require that the Mutual Aid Agreement for Public Works be in place, as Public Works is the planned vehicle for installation of such fencing, under direction from the Police Chief or Incident Commander for such events. Under these circumstances it is proposed that many public works agencies would participate together as a rapid response team for any installation, as it takes a considerable amount of labor and machinery to install adequate fencing in a relatively short duration. A Mutual Aid Agreement is vital to establish a framework for such a rapid response team, as several agencies may be involved at any given time. It is noted that Police Chief Brian Tholen will be present to speak to this issue, if desired.

Hennepin County Division of Emergency Management has volunteered to be the administrative coordinator or depository for the Public Works Mutual Aid Agreements. Attachment 2 is the Mutual Aid Agreement under consideration, with Attachment 3 covering the specifics of the loaning of equipment between agencies.

What are the negative aspects to participating in the Mutual Aid Agreement?

Since this agreement was initiated in 2019, there has been several agencies who have asked, what if I have equipment that I do not want to share?

The agreement gives the receiving agency for any or all requests whether they are willing to meet any request or not. The agreement does not bind any agency to loan any equipment, labor or materials. This is only a mechanism to honor a request, if desired. Thus, there is no risk on one agency taking advantage of another agency.

What are the negative aspects of not participating in the Mutual Aid Agreement?

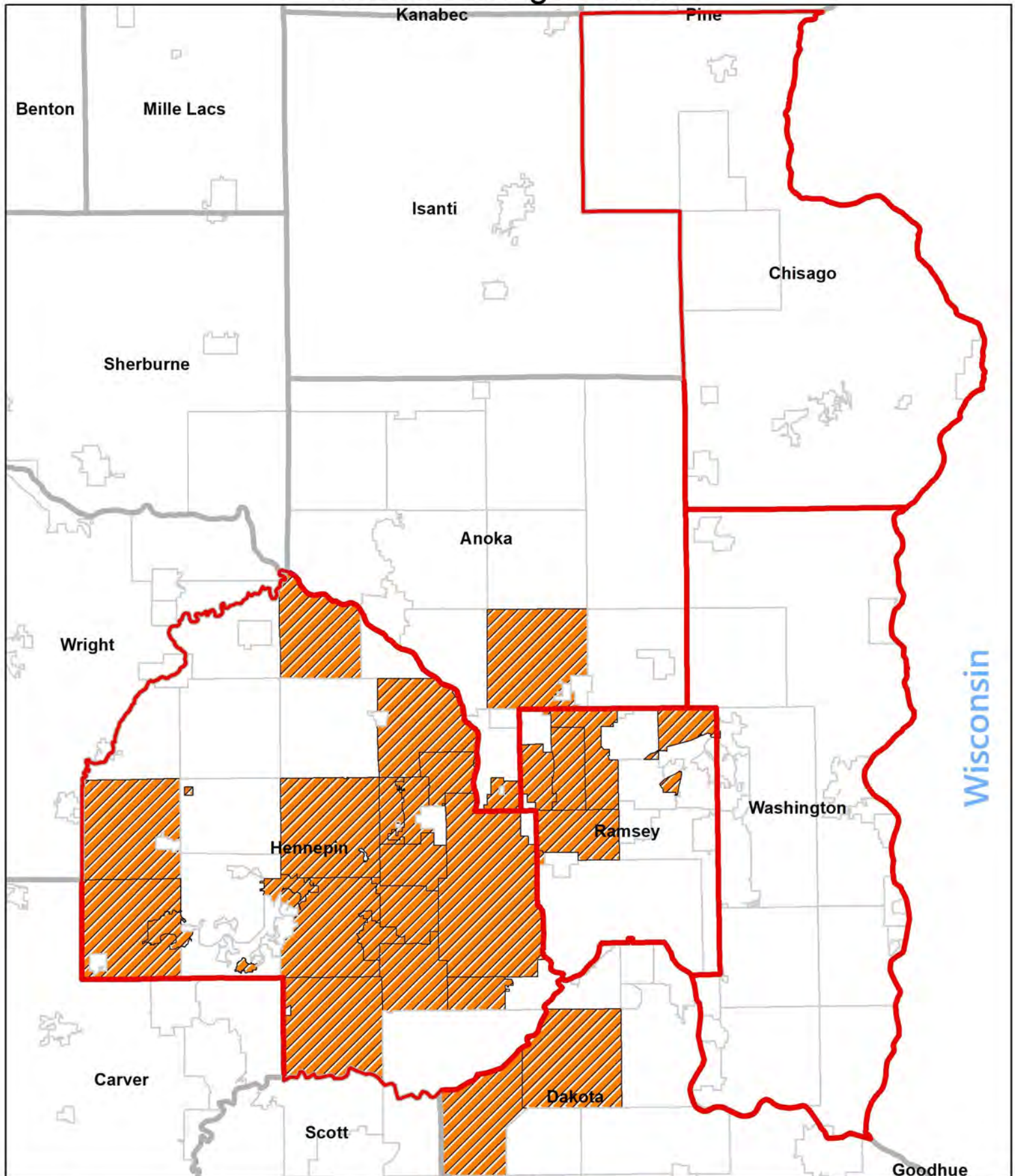
As this standard agreement is being passed across the metro and across several counties, it has already become the standard that is expected to be utilized where one agency requests assistance from another agency. Some agencies are declining assisting other agencies unless the agreement has been adopted.

For the City of Shorewood, the most likely occurrence of this agreement being needed is a weather-related scenario. As mentioned, the city has experienced that need previously. Under these scenarios, the likely agency that Shorewood would depend upon again would be Hennepin County for trucks, labor and possibly materials. Hennepin County has adopted the agreement and has volunteered to be the central host for agreements and requests. Therefore, in my recommendation, these agreements are vital agreements to ensure continuity of government during day-to-day events, natural disasters and likely civil unrest.

Attachments 4 and 5 are Frequently Asked Questions sheet regarding the agreements proposed.

Recommendation: Staff is recommending approval of the Resolution that authorizes the Mayor and City Administrator to enter into a Mutual Aid Agreement for Public Works, in addition to the Equipment Sharing Agreement, as presented herein.

Mutual Aid Agreements



6 Miles

Legend:

Mutual Aid Agreement - County
Mutual Aid Agreement - City/Township

ATTACHMENT 1
MAP OF PARTICIPATION

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

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

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. **RESPONSIBILITY AND LIABILITY**

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: City of Shorewood, MN

Mailing Address:

5755 Country Club Road

Shorewood, MN 55331

Adopted on the 11th day of April, 2022.

By: _____
Jennifer Labadie

Its: Mayor

By: _____

Its: _____

Attest:

By: _____
Sandie Thoen

Its: City Clerk

EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20____ by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto.

RECITALS

- A. Each Party has certain public works Equipment that can be utilized by other Parties for use in carrying out their respective duties to keep public infrastructure properly maintained and to protect the public health, safety, and welfare in a cost-effective manner.
- B. It is the best interests of the Parties and their respective taxpayers to enter into an agreement to set out a process by which a Party may request the use of certain equipment of another Party and to set out the terms under which such equipment will be made available.
- C. This Agreement is an extension of the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement the parties have adopted and which is a prerequisite to entering into this Agreement.
- D. In order to reduce the financial risks associated with loaning Equipment, this Agreement is limited to only loaning Equipment that has a replacement value of no greater than \$500,000 as determined by the Party who owns the equipment.
- E. Hennepin County Emergency Management has agreed to receive and maintain the contact information for the Parties that have entered into this Agreement in order to facilitate requests to borrow equipment.
- F. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint and cooperative exercise of powers common to the parties. Each of the Parties to this Agreement is authorized to own and operate Equipment and so may enter into a joint powers agreement to share such Equipment.

AGREEMENT

The Parties to this Agreement hereby agree as follows:

- 1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) **Agreement.** "Agreement" means this Equipment Loan Agreement.
 - (b) **Eligible Party.** "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1 that has entered into the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement.

- (c) Equipment. "Equipment" means any equipment, vehicles, or other property owned by a Party that has a replacement value of under \$500,000 as determined by the Party who owns the equipment.
 - (d) HCEM. "HCEM" means Hennepin County Emergency Management or its designee.
 - (e) Party and Parties. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.
 - (f) Requesting Official. "Requesting Official" means a person who is designated by the Requesting Party to request the loan of one or more pieces of Equipment from another Party.
 - (g) Requesting Party. "Requesting Party" means a Party that requests to loan one or more pieces of Equipment from a Sending Party.
 - (h) Sending Official. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should loan one or more pieces of its Equipment to a Requesting Party.
 - (i) Sending Party. "Sending Party" means a Party that loans one or more pieces of Equipment to a Requesting Party.
2. **Designate Officials**. The governing body of each Party shall designate one or more employees or elected officials to serve as a Requesting Official that is authorized to request Equipment from another Party. The governing body of each Party shall also designate one or more employees or elected officials to serve as a Sending Official that is authorized to loan Equipment to another Party. Each Party shall provide the names and contact information regarding its designated Requesting Official and Sending Official to HCEM.
3. **Requesting Equipment**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Equipment from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish the requested Equipment. The Parties understand that this Agreement is limited to Equipment that has a replacement value of under \$500,000 as determined by the Party that owns the Equipment. Any piece of Equipment that has a replacement value of \$500,000 or greater may not be loaned or borrowed pursuant to this Agreement. The Sending Party has the sole discretion of determining whether to loan the requested Equipment to the Requesting Party and shall in no way be held liable for denying a request.
4. **Fees**. The Requesting Official and the Sending Official shall mutually agree on whether a fee shall be charged for use of the Equipment. The Requesting Official and the Sending Official may determine that no fee will be charged. If a fee is to be charged, the amount of the fee must be documented in writing and mutually agreed upon before any Equipment is loaned. Such writing may be by email or any other written form. If a fee is

charged, the Sending Party shall submit an invoice to the Receiving Party within 30 days after the Equipment is returned to the Sending Party. The Receiving Party shall pay the invoice within 30 days after receipt of the invoice.

5. **Loan Period.** Prior to sending the Equipment, the Requesting Official and the Sending Official shall agree on the length of the period during which the Requesting Party may use the Equipment. The Requesting Official and the Sending Official may agree to modify the loan period.
6. **Recalling Equipment.** Whenever a Sending Party has provided one or more pieces of Equipment to a Requesting Party, the Sending Official may at any time, regardless of the agreed upon loan period, recall any of the Equipment it loaned if the Sending Official determines, in his or her best judgment, such recall is necessary to provide for the best interests of the Sending Party's community. Such action shall not result in liability to any Party and each Party hereby waives all claims against another Party for recalling any Equipment.
7. **Requesting Party's Responsibilities.** A Requesting Party that receives one or more pieces of Equipment from a Sending Party shall, during the entire period in which the Requesting Party has possession of the Equipment, be responsible for each of the following:
 - (a) **Transporting.** Transporting the Equipment to and from the Sending Party's location;
 - (b) **Examining the Equipment.** Examining the Equipment upon receipt to determine its suitability for the Requesting Party's intended use;
 - (c) **Trained Operators.** Ensuring that only properly trained and licensed personnel are allowed to operate the Equipment;
 - (d) **Routine Maintenance.** Conducting any routine maintenance required to operate the Equipment. Routine maintenance includes, but is not limited to, supplying fuel, lubricants, fluids, repairing flat tires, and other items that are typically incidental to the use of the Equipment;
 - (e) **Liability and Equipment Insurance.** Maintaining liability, property, automobile, and such other insurance coverages as may be needed to cover its operation of the Equipment. The Requesting Party's coverage shall be primary and non-contributory to any other coverage available to the Sending Party. The Requesting Party shall also be entitled to maintain a program of self-insurance. The Sending Party may require proof of insurance coverage from the Requesting Party before agreeing to loan its Equipment;
 - (f) **Workers' Compensation.** Injuries to or death of its own personnel while using the Equipment. The Requesting Party shall maintain workers' compensation insurance or self-insurance covering its own personnel while they are using the Equipment. The Requesting Party waives the right to sue the Sending Party for any workers' compensation benefits paid to its own personnel or their

dependents, even if the injuries were caused wholly or partially by the negligence of the Sending Party or its officers, employees, volunteers, or agents;

- (g) **Damages.** Damages to or loss of the Equipment. At a minimum, the Requesting Party shall be obligated to either repair the Equipment or pay the mutually agreed upon actual cash value of the Equipment. The Sending Party shall be entitled to receive any insurance or coverage proceeds received by the Requesting Party that are in excess of the Equipment's actual cash value;
 - (h) **Storing.** Storing the Equipment in a safe and secure place; and
 - (i) **Returning.** Returning the Equipment to the Sending Party at the end of the agreed upon loan period or earlier if recalled by the Sending Party. The Equipment shall be returned in at least the same condition it was in when received, except normal wear and tear. Any Equipment using fuel or other fluids must be returned with at least the same level of fuel and fluids that the Equipment had when received by the Requesting Party.
8. **Indemnification.** To the fullest extent permitted by law, the Requesting Party agrees to defend, indemnify, and hold the Sending Party harmless against any claims brought or actions filed against the Sending Party or any officer, employee or agent of the Sending Party for injury to, death of, or damage to the property of any third person or persons, arising from the Requesting Party's use of the Equipment or the Requesting Party's failure to perform its obligations under this Agreement. The Requesting Party is not required to indemnify the Sending Party for claims arising from the Sending Party's own negligence or misconduct. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party.
9. **Liability.** To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provide further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party, except to the extent necessary to give effect to the indemnification provision in this Agreement.
10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
11. **Waiver.** The waiver by either the Requesting Party or the Sending Party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
12. **Entire Agreement.** This document, including the recitals and the documents expressly incorporated herein by reference, constitutes the entire agreement between the Parties regarding the lending and borrowing of Equipment. This Agreement is an extension of the Public Works Joint Powers Mutual Aid Agreement, which is incorporated herein. To

the extent there are any inconsistencies between the documents, the provisions of this Agreement shall be controlling with respect the lending and borrowing of Equipment by the Parties.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
14. **Savings Clause.** If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
15. **Withdrawal.** Any Party may withdraw from this Agreement by action of its governing body. The withdrawing Party shall send written notification of its withdrawal to HCEM. Any Party who withdraws from the Public Works Joint Powers Mutual Aid Agreement shall, as of the effective date of such withdrawal, be deemed to have also withdrawn from this Agreement.
16. **Effective Date and Termination.** This Agreement is effective on the date at least two Parties sign this Agreement. This Agreement will become effective as to additional Parties on the date executed by each such additional Party. This Agreement shall continue until terminated. This Agreement shall be deemed terminated if the Public Works Joint Powers Mutual Aid Agreement is terminated according to its terms, or if the number of Parties to this Agreement falls below 11. HCEM will notify the remaining Parties if this Agreement is terminated.
17. **No Third Party Rights.** This Agreement is solely for the benefit of the Parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the date below.

GOVERNMENTAL UNIT

Dated: _____

BY: _____

Its _____

AND: _____

Its _____

Minnesota Statewide Public Works Mutual Aid Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- This is a Joint Powers Agreement that specifically allows a requesting party to select the resources that best meets the needs of a given situation.
- Only governmental units as defined by Minnesota Statutes, Section 471.59, subd. 1 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party.
- The Joint Powers Agreement should not be interpreted as being limited to only being able to request assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- For liability reasons, management of a mutual aid situation is under the control of the requesting party.
- The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.
- Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that "charges may be levied", so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided. That said, any joint training effort is exempt from billing.
- Each Party shall be responsible for its own personnel and equipment and for injuries or death to its personnel or damage to its equipment. Responding personnel shall be deemed to be performing their regular duties for each respective sending party for purposes of workers' compensation.

Minnesota Statewide Equipment Loan Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- The agreement is an extension of the Public Works Joint Power Mutual Aid Agreement, so both parties must already be party to the Public Works Joint Power Mutual Aid Agreement before entering into this agreement.
- Equipment loaned under this agreement is limited to items with a replacement value of no greater than \$500,000 (as determined by the equipment owner).
- The only three things that need to be worked out between the Parties are:
 - What equipment is to be loaned;
 - How long it is to be loaned; and
 - How much (if any) the party loaning the equipment will be reimbursed.
- This is a Joint Powers Agreement that allows a sending party to determine which of its equipment to make available to others and a requesting party to select the equipment it desires to borrow.
- Only governmental units as defined by Minnesota Statutes, section 471.59 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually request equipment from any other participating party for mutual aid. There is no requirement to make requests through a particular 3rd party.
- This agreement is not limited to requests for assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- The sending party has discretion whether to provide equipment and can recall the equipment at any time.
- The requesting (receiving) party is responsible for transporting the equipment, providing trained operators, routine maintenance, liability and equipment insurance, workers compensation, repair/compensate for damages, storing the equipment in a safe and secure place, and returning it to the sending party in the same condition as it was received (normal wear and tear excepted).
- Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov.

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

RESOLUTION 22-039

**A RESOLUTION APPROVING THE PUBLIC WORKS
MUTUAL AID AGREEMENT AND EQUIPMENT LOAN FORM OF AGREEMENT**

WHEREAS, the Mutual Aid Agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the Equipment Loan Agreement provides a process for units of government to request and supply equipment with other agencies within the State of Minnesota; and

WHEREAS, the Director of Public Works and the City Attorney have reviewed said agreements and found them to be in order.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREWOOD, MINNESOTA.

1. The Mayor and City Clerk are hereby authorized to enter into the Public Works Mutual Aid Agreement.
2. The Form of Agreement for Equipment Sharing is hereby adopted for use, as needed.

BE IT FURTHER RESOLVED that the Director of Public Works and City Administrator are both designated as the "Requesting Official" and the "Sending Official" for the Public Works Joint Powers Mutual Aid Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of April, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Licensed Residential Refuse Haulers Update
Meeting Date: Monday, April 11, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Greg Lerud, City Administrator

10A1

MEETING TYPE
Regular Meeting

Licensed Residential Refuse Haulers Update:

With all the movement, mergers and acquisitions in the Refuse Hauler's world, we thought it may be a prudent time to provide an update on Shorewood Licensed Refuse Haulers.

Current Licensed Haulers for 2022:

License #	Hauler Name	Hauler Address	Hauler Phone #
22-003	Waste Management of MN, Inc.	490 Industrial Blvd Winsted, MN 55395	320.485.4061
22-010	Republic Services	9813 Flying Cloud Dr Eden Prairie, MN 55347	952.292.1734
22-012	Randy's Sanitation, A Republic Services Co.	4351 US Hwy 12 SE Delano, MN 55328	763.972.3335
22-034	Republic Services (formerly Blackowiak)	1195 Sunnyfield Rd N Mound, MN 55364	952.472.3398
22-050	Curbside Waste, Inc.	4025 85 th Avenue N Brooklyn Park, MN 55443	763.504.2872

The changes have been numerous and somewhat confusing. In December of 2020, Randy's Environmental Services was acquired by Republic Services and now operates as Randy's Sanitation, a Republic Services Company. Blackowiak Disposal is now part of Republic Services as well. Curbside Waste, Inc. is Shorewood's newest licensed hauler and the only hauler to currently offer every other week curbside pick-up for organics. Residents may see a change in their hauler's truck as these changes are integrated.

Shorewood residents may contract with the hauler of their choice from the list of licensed trash haulers. Refuse haulers in Shorewood are required to offer a yard waste option and rate reductions for residents choosing to use a smaller garbage container. Licensed haulers are the only haulers that can be used for residential hauling in Shorewood. Shorewood welcomes all haulers to apply for a Refuse Haulers License. Shorewood has no limits on the number of haulers allowed to work in the city.

Action Requested:

No action at this time – Informational Purposes Only

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.*