

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 24, 2023

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

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

AGENDA

1. CONVENE CITY COUNCIL MEETING

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie____
Johnson____
Callies____
Maddy____
Sanschagrín____

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 April 10, 2023 | Minutes |
| B. City Council Regular Meeting Minutes of April 10, 2023 | Minutes |
| C. Approval of the Verified Claims List | Claims List |
| D. Approve 2023 Retail Liquor License Renewals | Deputy City Clerk Memo
Resolution 23-038 |
| E. Approve Concessions Agreement for Freeman Park (Eddie's Station) | Parks/Rec Director Memo |
| F. Approve Contractor Agreement with Erica Heinrichs, Daily Wellness Tai Chi | Parks/Rec Director Memo |

- G. Approve Service Agreement for Christmas Lake AIS Program Planning Director Memo
Resolution 23-039
- H. Approve Permanent Appointment of City Clerk/HR Director Memo
Park/Recreation Director
- I. Approve Hire of Community Center Attendant Park/Rec Director Memo
- J. Accept Quotes and Award Toppers & More for Truck Public Works Director Memo
Topper and Storage System
- K. Approve Agreement and Adopt Special Assessment for City Administrator Memo
6060 Strawberry Lane City Administrator Memo Resolution 23-040

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

4. REPORTS AND PRESENTATIONS

5. PARKS

- A. Approve 2023 Integrated Pest Management Work Plan City Administrator Memo

6. PLANNING

- A. Report by Commissioner Johnson on 04/04/23 Planning Commission Meeting Minutes
- B. Request for Extension for Code Compliance Planning Technician Memo
Location: 25020 Yellowstone Trail Resolution 23-041
- C. Amendment to Maple Shores Development Contract Planning Director Memo
Location: 20430 Radisson Road Resolution 23-042
Applicant: Chamberlain Capital, LLC.

7. ENGINEERING/PUBLIC WORKS

- A. Award Contract and Order Equipment for Lift Station 11 Rehabilitation, City Project 22-07 Assistant City Engineer Memo
Resolution 23-043
- B. Approve Water Meter Replacement/Purchase Public Works Director Memo
Resolution 23-044

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS

- A. Staff
 - 1. First Quarter 2023 General Fund Budget Report Finance Director Memo
 - 2. First Quarter 2023 Investment Report Finance Director Memo
 - 3. Response to Question – Tree Selection Communications Coordinator Memo
- B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, APRIL 10, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
6:00 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:04 P.M.

A. Roll Call

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

Absent: None

B. Review Agenda

Maddy moved, Sanschagrín seconded, approving the agenda as presented. Motion passed 5/0.

2. COMMUNICATIONS PREFERENCES AND AGENDA STRUCTURE

City Administrator Nevinski gave an overview of areas where staff would like input from the Council on communications for things such as legislation around Highway 7, EMC, fire training, and various other items. He explained that in the past, the Council has been informed of these in various ways and at different points in their process and staff would like some feedback on how the Council would like these handled moving forward.

Mayor Labadie shared a recent situation related to legislature where she was asked to provide a signature on behalf of the City when there was not time to present the information to the full Council. She stated that in this particular instance, she spoke with City Administrator Nevinski and Police Chief Tholen who were both in support, so she did provide a signature.

Councilmember Callies stated that in the past, Council has bypassed going through the City Administrator if there is something that is specifically related to other areas, such as Engineering or Planning. She asked how the Council felt about this approach.

Councilmember Johnson stated that he felt the role of the Council was to be a check and balance. He stated that he does not feel that he has ever been burdensome when he has asked questions, but if so, it would be helpful to have that information.

Councilmember Sanschagrín explained that he had tried to copy City Administrator Nevinski on these communications rather than just going to other staff members. He stated that his thought was that it would be helpful for City Administrator Nevinski to be kept in the loop on the various communications.

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City Administrator Nevinski stated that he fully supports the Council communicating directly with the subject matter experts on those kinds of questions because it is the most efficient approach, but noted that it was helpful for him to know that the Council has questions or concerns. He stated that he would appreciate being copied on those communications.

City Engineer Budde stated that he feels that if there are questions that are coming from the Council packet that they just want a bit of clarity on, he would appreciate an e-mail giving them a 'heads up' about the questions so staff can be more prepared with the answers.

Parks and Recreation Director Crossfield explained that for her, she came from a 'City Manager' style of administration, where staff did not interact with the Council other than in a formal setting. She stated that she does appreciate getting a heads up when there are questions because there are not as many hard and fast rules in her area as there are in the Planning and Engineering Departments. She stated that, for her, it takes her time to think through things before she can give an answer.

Councilmember Callies stated that she would appreciate having a heads up if there are big policy changes, things related to hiring, or other big changes coming up in how the City is doing things.

Planning Director Darling stated that generally, when the Council contacts staff and lets them know what their concerns are, those are shared with City Administrator Nevinski as well so he knows what is going on and what he may need to prepare. She stated that she does not have any concerns with members of the Council contacting her directly.

Public Works Director Morreim stated that he agreed and stated that he would support the Council including City Administrator Nevinski in their communications, but noted that staff is in contact with him on a daily basis. He stated that if there is anything that needs to be communicated with City Administrator Nevinski, staff is in touch with him.

Councilmember Sanschagrín asked if there had been anything that had caused concerns on the protocols that had been used thus far. He asked if over extending authority had triggered this topic of discussion. He asked if there was a checklist that may be able to give guidance to someone like Mayor Labadie that clearly outlines the parameters she may have in various situations.

City Administrator Nevinski stated that in his mind, the threshold ends up being whether the issue is controversial or where there may not be clear direction among the Council. He stated that if there is something that the Council is split on, there should be discussions. He noted that he feels that part of his job is to help filter through that and ask some of those questions.

Councilmember Maddy stated that he does not think it is legal for the City Administrator and Mayor to speak on behalf of the City, even for non-controversial issues. He stated that he thinks it would make more sense to simply state that the "City Administrator and the Mayor" are in support of this which he feels can be stated without speaking for the City. He explained that he did not feel comfortable with them saying 'The City of Shorewood' is in support of something without there being an open meeting and a conversation.

City Attorney Shepherd stated that this ends up being more of an art than a science. He explained that he did not generally have a concern with the City Administrator and the Mayor representing the position of the City for issues that are consistent with the policies and discussions that the

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City has already had with respect to those, but noted that it will be on a case by case basis where it will apply.

Councilmember Callies stated that she agreed with Councilmember Maddy and noted that when there is a bigger policy issue that the Council has not really chimed in on, she feels that is different. She noted, for example, that she felt the Council should have had more discussion on the THC issue.

Mayor Labadie noted that one issue that she would have liked more of a heads up on was the high school job fair.

Councilmember Callies reiterated that if something is going to be a potential large change, she would like there to be some discussion and allow the Council to weigh in on the issue.

Mayor Labadie noted that if something has budget implications, she believes that should absolutely go before the Council.

Councilmember Maddy stated that in order to keep things simple, he would suggest that for public safety items, if the Chiefs, the Mayor, and the City Administrator, think it is not a big deal and non-controversial, he feels that they can go ahead and send a letter, but asked that they let the rest of the Council know that the letter was sent.

Mayor Labadie explained what type of items she normally runs past City Administrator Nevinski.

Councilmember Maddy stated that he would like to make sure that all Councilmembers can share in the knowledge that one Councilmember receives and gave the example of digging into various budget or infrastructure items. He stated that he would like some form of efficiency in letting the full Council know this information without duplicating staff time.

City Administrator Nevinski stated that he has seen it done in other communities and gave the example of a Councilmember asking a question regarding an agenda item which was then shared with the full Council in case someone else has that question. He stated that they can take a look at doing something like this as well.

Mayor Labadie moved the conversation onto Matters from the Floor and explained that the League of Minnesota Cities and the Minnesota Mayor's Handbook lays out that three minutes is a very standard amount of time. She stated that this information also lays out that it is not intended to be an interactive period of the meeting. She stated that when she first became mayor, she sent out a poll to other mayors and the overwhelming majority of the responses show that they also have a three minute time limit. She noted that she knows of some cities that have the Matters from the Floor segment prior to the Council meeting in order to prevent things like 'grandstanding' and more of a talking forum. She stated that she would like to hear the Council's thoughts on this segment because she feels what is currently being done is painful.

Councilmember Maddy stated that he has held a lot of public hearings in serving on the Planning Commission and feels he had learned a lot. He stated that he has never really learned anything from Matters from the Floor because it is just people coming in to complain about items that are off topic. He explained that his problem with Matters from the Floor is that the room is filled with applicants who have paid a lot of money for the City's code analysis of their proposals and citizens who care about what is on the agenda and not what other people are complaining about. He

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stated that he feels it is a waste of their time and also a waste of staff time to just sit through people complaining. He stated that the Council knew what they were signing up for, so it is not a waste of their time, but cautioned that he felt it also set the tone at the beginning of the meeting with the idea of 'us versus them', which is not accurate. He stated that he thinks when the complaints are crafted in something like the form of an e-mail it works out better. He stated that allowing verbal input at a working session he would support, but does not think it has any place at a normal meeting.

Councilmember Sanschagrín stated that he feels it is an important part of the Council meetings even if it is nothing other than people expressing their opinions. He stated that it would be nice if people would be a bit less 'prickly.' He stated that he appreciated any of the feedback that can be given, even if it may be difficult to hear. He stated that he had mentioned at a recent meeting the idea of possibly reframing it in order to make it more positive, but noted that he is prepared to hear the more harsh feedback if people have it. He noted that he has spent time watching other city council meetings and thinks that there may be some things that the City can learn in order to make this less adversarial. He stated that there have been times when a citizen has said something and the council responded that it was a great point and that they would take it into consideration when the decision was being made.

Councilmember Callies stated that taking things into consideration for a decision would be when something is actually on the agenda. She stated that she tends to agree with the opinion stated by Councilmember Maddy because the Council meeting is a business meeting and is not an open forum.

Councilmember Sanschagrín stated that the League of Minnesota Cities refers to it as an open forum.

Councilmember Callies stated that it is not designed to be a back and forth conversation. She stated that the Council does not know what people will be coming forward with so it is not fair to blindside staff or the Council. She stated that she did not think that they should wait until the end of the meeting to respond to what the public has stated but should be handled differently. She stated that she does feel it needs to be limited and noted that if it was something that a number of people were concerned about it should be put on the regular agenda.

Councilmember Sanschagrín stated that perhaps part of this discussion should be how citizens can get items added onto the regular agenda.

Mayor Labadie stated that she believes the agenda is largely driven by staff and by previous Council discussions.

Councilmember Johnson stated that he would like to continue with the three minute limit for Matters from the Floor. He stated that he agreed with the concern raised by Councilmember Callies regarding holding off on a response to the end of the meeting. He stated that there may be times where staff would feel confident responding immediately so they should be given that opportunity along with the chance to respond at a later date.

Councilmember Callies stated that she agreed that the Council should hear what people have to say, even if they happen to be angry, but it is unfortunate that some people have chosen not to treat the Council with respect.

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Councilmember Sanschagrín stated that he understands that concern and as a natural introvert he feels that if the Council attempts to take those individuals down the road of being polite it will go a long way. He stated that in order to get the most positive energy possible, they may need to work for it. He stated that he feels sometimes people just need to have the opportunity to get things off their chest and express themselves.

Mayor Labadie stated that she does not think the discussion can be around content because they cannot regulate that. She stated that she thinks they are trying to figure out a procedure.

Councilmember Maddy stated that he believes the whole Council is open to receiving whatever feedback comes their way, but it is a matter of when it comes. He stated that he thinks the question is whether it should be done during a normal meeting and whether it should have a limited time.

Councilmember Callies stated that she did not want to have public comment at a different time. She stated that she would like to see the Matters from the Floor kept at three minutes and just continue to do the best they can.

Mayor Labadie asked for Council input on the best way to let the speaker know the timing of their comments and how much is left. She explained that in the past when she was letting people know, she felt a lot of aggression coming at her when she would cut people off. She stated that, at the last meeting, City Administrator Nevinski took on that role. She explained that he had also come up with the concept of a countdown clock.

City Administrator Nevinski explained that the countdown clock is set up for three minutes and at thirty seconds left, it would emit a small ding and then there would be another ding at the end. He suggested that the Council could give it a try and see how it works.

Councilmember Johnson reiterated that he would like staff to have the opportunity to comment immediately if they have information that they are confident in sharing rather than waiting for the end of the meeting.

Mayor Labadie stated that she worries about uniformity with that approach and could see people complaining that staff commented on one item but not another. She stated that she felt uniformity was the key to his approach.

City Administrator Nevinski stated that he likes having a written response and believes that works well because many times the questions are not simple and easy ones to answer on the fly. He stated that it is helpful if Council gives staff the direction to research the issue or add an item to a future agenda for further discussion. He stated that he would suggest that the City develop a written policy.

Councilmember Maddy stated that he gets hung up in the situation where someone could come and say something that is completely false and everyone else in the room does not know it is false. He stated that he does not want to tie staff's hands so much that they are not able to put something down immediately.

Councilmember Sanschagrín asked if City Administrator Nevinski could chime in various situations and determine whether the response should be a memo and serve as sort of a 'referee' in these situations.

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City Administrator Nevinski stated that if there are false statements being made, he thinks it is especially important to have a memo so there is a clear record. He stated that he does not want staff to be put into a position to get in a battle, in the moment. He stated that if there is something that has a simple answer, he feels that can be done in the moment, but many times there is a lot of 'meat' behind what people are saying so a more robust response would be helpful.

There was general consensus to continue Matters from the Floor as is, with a three minute time limit.

Mayor Labadie noted that she would also like it to be known that people cannot give their minutes to someone else and explained that she had let it happen at one meeting and regretted it.

3. ADJOURN

Maddy moved, Johnson seconded, Adjourning the City Council Work Session Meeting of April 10, 2023, at 6:54 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 10, 2023

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:02 P.M.

A. Pledge of Allegiance

B. Roll Call

Present: Mayor Labadie; Councilmembers Johnson, Callies, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Park and Recreation Director Crossfield; Director of Public Works Morreim; Building Official Woodward; and, City Engineer Budde

Absent: None

C. Review Agenda

Sanschagrín moved, Maddy seconded, approving the agenda as presented. All in favor, motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Johnson asked about item 2.E. and noted that he does not have a problem with it being on the Consent Agenda, but would like to have some history shared at a future meeting about how often the City revisits the fees for boat slips. He noted that he felt this fee was fairly low.

Councilmember Callies stated that she would like to pull items 2.F. and 2.G. for further discussion.

Mayor Labadie stated that that item 2.F. would be moved to New Business as item 8.B. and 2.G. will become item 8.C.

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

A. City Council Work Session Minutes of March 27, 2023

B. City Council Regular Meeting Minutes of March 27, 2023

C. Approval of the Verified Claims List

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- D. Approve Public Works Seasonal Hire**
- E. Approve Multiple Dock Licenses**
Location: 23500 Smithtown Road
Applicant: Minnetonka Marina
- ~~**F. Accept Resignation of Part-Time Administrative Assistant Michelle Norman and Approve Recruitment (moved to New Business item 8.B.)**~~
- ~~**G. Approve Contractor Agreement with Erica Heinrichs, Daily Wellness Tai Chi (Moved to New Business item 8.C.)**~~

Motion passed.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

- A. Oktoberfest Presentation by Excelsior Morning Rotary and Shorewood Parks/Rec Director**

Pam Langseth, President of Excelsior Morning Rotary, introduced other area residents of the Excelsior Morning Rotary that were present tonight. She shared some background information on the Excelsior Rotary Club and activities and noted that they have been around for twenty-seven years.

Tom Nichol, Excelsior Morning Rotary, shared details of their concert series and Oktoberfest. He stated that they have a great relationship with the City of Excelsior and would like to engage more with the City of Shorewood and the other south lake cities and bring events that are meaningful and in the cities. He stated that local community focus is a big deal for them and explained that they do not hold events in order to bring in people from Minneapolis or other areas outside of the south lake community.

Park and Recreation Director Crossfield shared her vision board ideas for stations, events, and games that could be done in conjunction with Oktoberfest.

Councilmember Callies asked about staffing at Badger Park for Oktoberfest.

Park and Recreation Director Crossfield stated that the Excelsior Rotary has offered some volunteers and noted that she was hoping to be able to do a lot of it in house as well as volunteers.

Councilmember Callies stated that the Rotary Club is a great organization that has really hard working volunteers and are involved in quality projects. She stated that because of this she is confident that this will also be a quality project. She stated that she likes the partnership with the City and thanked staff for thinking of this and working on this type of partnership.

Councilmember Sanschagrin asked what kind of support they were looking for from the City.

Mr. Nichol stated that the early focus would be to ensure that they were able to obtain the parking that they need and then would like the City's

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support, ideas and feedback. He stated that he thinks it will be helpful after the event for them to get together and review what went well and what may be some opportunities to enhance the event in the future.

Mayor Labadie asked if they had spoken with the SLMPD about patrolling the area and getting people safely across the intersection.

Scott Gerlicher, Excelsior Rotary, stated that he has met with Police Chief Tholen. He explained that they will be working together on the event and shared details of their plans for public safety.

Mayor Labadie asked if the inflatables and the adaptive equipment she had mentioned would be at Shorewood's expense.

Park and Recreation Director Crossfield stated that the inflatables would be at the City's expense unless she would be able to obtain sponsorship. She stated that she believes she can get the adaptive recreation equipment from Three Rivers Park District as part of their outreach and engagement programs, but noted that if the City asked them to bring out something like a rock climbing wall, there may be a fee attached to that. She noted that she wanted to make sure the Council was in support of this before she reached out to them and noted that she is hopeful that they will be able to get some good sponsorship for this since it is such a great community event.

Mayor Labadie asked about parking on site near City Hall. She noted that time of year historically there are activities like Little League Football and Lacrosse that use the park fairly as well as weddings. She asked if there was a rental request for the facility or a game/tournament scheduled whether the City would deny it based on the parking situation.

Park and Recreation Director Crossfield stated that they are planning in advance for this situation. She stated that in other communities that she has worked in, City sponsored events and programs have taken priority for booking and explained that she had blocked off this date in the calendars for this event.

There was consensus of the Council to support the Oktoberfest event.

Mayor Labadie asked Park and Recreation Director Crossfield to keep the Council informed as the event planning progresses.

5. PARKS

A. Amend Chapter 202 (Park Commission) – Adding Oversight of IPM Plan/Maintenance

Planning Director Darling stated that the February 27, 2023 City Council retreat, the Council directed staff to assign the Park Commission as the reviewing body for the IPM. She stated that the proposed amendments are fairly general and consistent with the Park Commission's other duties.

Councilmember Sanschagrin asked if the City would be hiring the consultant and if so, would the Park Commission be directly interacting with them.

Planning Director Darling stated that they are not hiring any additional staff to oversee this work plan and noted that they do have a consultant to help the City put the plans together. She stated

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that any consultants that the City hired would report to staff and staff would bring the information to the Park Commission and City Council.

City Administrator Nevinski noted that the City contracts with Davey Resources for tree services and it is possible that consultant may attend a Park Commissions meeting.

Councilmember Callies confirmed that the City was not committed to continue with the IPM consultant as an ongoing position.

Callies moved, Maddy seconded, Approving Ordinance 599, an Ordinance Approving an Amendment to Shorewood City Code Chapter 202, Related to the Powers and Duties of the Park Commission, and Adopting RESOLUTION NO. 23-035, “A Resolution Approving the Publication of Ordinance 599 Regarding City Code Ordinance Amendments Related to the Powers and Duties of the Park Commission.” Motion passed.

6. PLANNING

A. Amend Chapter 1004 (Rental Housing Code) Regarding Flues and Woodburning Fireplaces

Building Official Woodward, explained that the Rental Regulations in the City Code are different than what is included in the current Building Code regarding chimney flues and woodburning fireplaces. He shared examples of where they have run into problems for things like new high efficiency furnaces. He reviewed the staff recommendations for flues and woodburning fireplaces in the Rental Housing Code.

Councilmember Maddy asked what Building Official Woodward would allow for a blocked or sealed requirement. He stated that he had mentioned a padlock in one of his examples and noted that he was a bit concerned about them just putting one on in order to avoid the inspection. He asked how permanent of a lock would be required.

Building Official Woodward shares examples that he has seen used for locking fireplaces and noted that there are quite a few different ways that they can be blocked off. He noted that if the Council had a specific way that they would like them to be handled, he is welcome to entertain those ideas. He clarified that the renter would not have the key to any of the locks. He stated that it will be mentioned on the inspection report that it is a non-operational fireplace. He noted that there are some renters that pay to have their fireplaces lined because they want the fireplace. He stated that those fireplaces would be good for three years until the next rental inspection is required. He explained that the lock that is used is not a flimsy lock that could easily be taken off.

Councilmember Sanschagrín asked if this code applied to all rentals in the City, including Airbnb's.

Building Official Woodward stated that he has not run into any of those because the City does not allow short term rentals.

Planning Director Darling stated that the rental code does apply to all rental units with the exception where somebody buys a unit and they have a family member, such as parents or children, live in the unit. She explained that in that scenario, the City does not require rental licenses for families.

Maddy moved, Johnson seconded, Approving Ordinance 598, An Ordinance Approving an Amendment to Shorewood City Code Chapter 1004 Related to Rental Housing Regulations. All in favor, motion passed.

Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-036, “A Resolution Approving the Publication of Ordinance 598 Regarding City Code Ordinance Amendments Related to the Rental Housing Regulations.” All in favor, motion passed.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Therapeutic Massage Therapy License Ordinance

City Clerk/HR Director Thone explained that Ordinance 600 is proposing to repeal and replace City Code Chapter 311 that pertains to Massage Therapy. She noted that the City had approved their first licensing code for therapeutic massage in 2001 and in 2012 that was repealed and replaced it with the current City Code. Thone explained there are no federal massage therapy requirements, and that Minnesota is one of four states that does not have state licensing requirements, therefore, licensing is left up to local jurisdictions completely. She explained that in 2022 the City started to see issues with applications and applicants. She stated that after further investigation, they ended up denying several applications because they did not meet the City's requirements. She stated that after even further investigation they found that there was one of the massage schools that was shut down for human trafficking. She stated that as a result of this, many cities have updated their existing language and even brought licensing and enforcement to their police departments. She stated that staff decided that this was a good time to more closely examine the code and possibly supply a more robust set of regulations for managing the City's massage therapy licenses.

Councilmember Sanschagrín asked what the basis was for the proposed ordinance and if it was based on another City's language.

City Attorney Shepherd explained that this proposed ordinance is based on another City that he had worked with in the past.

Councilmember Callies asked if there was a distinction between the license and certification for the Personal Services License. She asked why the City would require that they had gone to college and referenced 2.C.1. as an example.

City Attorney Shepherd noted that there are different options for how someone can get that certification, with a college degree being one of them, therapeutic massage training is another. He stated that he believes this provision is key to making sure that the City has the right individuals doing the personal professional services in the community. He stated that over the past few years, they have seen tightening of these types of codes for this reason. He explained that there have been people coming in that do not necessarily have the training necessary to do the type of massage that the City wants to license so making sure that there is some type of minimum standard for professional training is important.

Councilmember Callies asked if they would need to be located in a business district in order to operate this business.

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Planning Director Darling stated that they would not have to and explained that the City has two massage therapists that operate out of their home.

City Attorney Shepherd stated that the criteria for issuance is done on a case by case basis based on the assessment of the City Clerk and staff who enforce this ordinance.

Councilmember Callies referenced Section 311.19 under exceptions to the licensing requirements. She asked what the logic would be in not requiring the business license in these situations.

City Attorney Shepherd explained that the logic is to say that if it is just a small portion of the overall business is, they do not need a business license for it because it is not the focal point of their business, but the professionals who would do the massage within that business would still need to be personally licensed.

City Clerk/HR Director Thone gave the example of chiropractors offering massage therapy but would not necessarily be licensed as a massage therapy business in the City, but the massage therapist would need to be licensed.

Councilmember Maddy asked how many licensed massage businesses exist in the City currently. He asked if the City had spoken to them about how this change may effect their businesses.

City Clerk/HR Director Thone stated that the City had spoken with several of them in the past six to nine months and believes that they had been finding the same thing and that the licensees expect that the regulations would change and get a little tighter. She stated that right now the City just has 3 massage therapy businesses.

Councilmember Maddy asked if he was reading this correctly that the massage therapists operating out of their homes would be subject to these new requirements, but those operating a house call business would not.

City Clerk/HR Director Thone stated that is correct because they would possibly be licensed with some other jurisdiction and would only apply if they were operating their business within the City.

Callies moved, Johnson seconded, Approving Ordinance 600, An Ordinance Approving Amendments to Shorewood City Code Chapter 311 (Massage Licensing). All in favor, motion passed.

Johnson moved, Maddy seconded, Adopting RESOLUTION NO. 23-037, "A Resolution Approving the Summary Publication for Ordinance 600 Amendments to Shorewood City Code, Chapter 311 (Massage Licensing)." All in favor, motion passed.

B. Accept Resignation of Part-Time Administrative Assistant Michelle Norman and Approve Recruitment (formerly Consent Agenda item 2.F.)

Councilmember Callies stated that she believed the crux of this item has to do with the grade and pay range for this position. She stated that she thinks it is really a bigger issue than just Ms. Norman's resignation. She stated that she felt that this was something that the Council should have more discussion about rather than just being a Consent Agenda item. She stated that the

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

APRIL 10, 2023

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proposal is for this position to move to Grade 5 and asked how the pay scale was decided upon within the grade levels.

City Clerk/HR Director Thone explained that staff is proposing, as they contemplate each hire, they review the position description and the current salary grade and pay range. She stated that they believe many positions are not quite at market, including this position. She stated that it has not been reviewed for quite a while and referenced the analysis of this position in other nearby communities as compared to the City's current compensation range.

Councilmember Callies asked when and how the chart with the various steps was developed.

City Clerk/HR Director Thone explained that it was developed during the last compensation study the city had performed with George Gmach in 2016 which was implemented in 2017 and noted that most organizations perform compensation studies periodically or every 4-5 years for this reason.

Councilmember Callies stated that her understanding was that the steps were supposed to be aligned, more or less, with their years of service.

City Clerk/HR Director Thone agreed that it can be aligned with years of service and noted that the minimum is typically a starting range for the position depending on qualifications. She noted that there are several employees who have maxed out and are only receiving cost of living increases. She reviewed current staffing and their proposal to move their grade range and steps.

Councilmember Callies stated that she thinks that a City like Bloomington, since they are much larger than Shorewood, would not be as applicable for salary comparison.

City Administrator Nevinski stated that they included the bigger cities like Bloomington and Minnetonka, so the Council could have kind of a book end for the various cities and noted that Deephaven, Excelsior, Little Canada, and Minnetrista are much more of a reflection of the City.

Councilmember Callies stated that she was not sure what the impact would be of moving people to a different grade versus completing an actual compensation study.

City Administrator Nevinski stated that the City needs to react to some of the things that are immediately in front of them and need to pay people, at market, in order to get qualified candidates. He stated that he agreed that it demonstrates the need for the City to take a look at this and do some thoughtful planning because it will have budget implications down the road.

Callies moved, Maddy seconded, Accepting the Resignation of Part-Time Administrative Assistant Michelle Norman and Approve Recruitment at Grade 5. All in favor, motion passed.

C. Approve Contractor Agreement with Erica Heinrichs, Daily Wellness Tai Chi (formerly Consent Agenda item 2.G.)

City Administrator Nevinski stated that unfortunately, the contract was not included in the Council packet. He stated that in order for the Council to approve the contract, staff would like them to see the actual contract and not just the staff memo. He explained that staff was proposing that this item be continued to the next meeting.

9. STAFF AND COUNCIL REPORTS

A. Staff

1. Spring Clean-Up/Paper Shred

Mayor Labadie noted that the Spring Clean-Up/Paper Shred event would be held on May 20, 2023 from 8:00 a.m. to 1:00 p.m.

2. Tree Sale Update

Councilmember Sanschagrin asked how the City selects the trees that will be part of the annual Tree Sale.

City Administrator Nevinski explained that staff would have to get back to the Council on an answer to that question but noted that he believed part of the thought was to provide a wide variety.

3. Water Infrastructure and Delivery

City Engineer Budde explained that the next step in order to try to better understand the water quality that the City is producing and providing is to take some samples from the existing wells and conduct tests for iron and hardness. He stated that they will also test one downstream of the filtration that the City has at the southeast well.

4. Response to Matters from the Floor – Eureka Road Improvements

City Engineer Budde stated that staff and the Council heard pretty loud and clear the opinion of the residents from the petition that was submitted. He explained that staff is planning to approach this by gathering basic information about the current conditions. He stated that they will not complete the surveys and wetland delineation until they have a more public meeting and get that feedback from residents. He stated that they are trying to be cognizant of what the residents concerns were with the project including the full scoping study.

Councilmember Callies asked what staff will not do now that they had originally been planning to do.

City Engineer Budde explained that normally they would go out and do a full topographic survey of the area, wetland delineations, and a tree inventory. He stated that if this project were to be changed to become just a mill and overlay, those things would not be needed in that much depth. He stated that staff believes it is very important to have a public meeting on this project before any decisions are made. He noted that they would like to move the public meeting sooner than they had originally been planning.

Councilmember Maddy stated that when this is looked at he would like to see estimated life cycle costs of mill and overlay versus full reconstruction so the Council can understand what this will cost over the next fifty years.

5. Response to Matters from the Floor – 24835 Yellowstone Subdivision

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Planning Director Darling reviewed the concerns raised by Mr. Greenfield and her response. She noted that the variance criteria are somewhat subjective which means they are open to interpretation and Mr. Greenfield's conclusions are different than the findings of the Planning Commission and the City Council in this instance.

Other

Public Works Director Morreim stated that the snow has begun to melt so the Public Works Department will be spending time fixing mailboxes, patching potholes, and responding to drainage issues. He stated that he is hoping that the City gets their sweeper back later this week and can begin sweeping next week. He stated that Badger Park opened up today and noted that they closed the parking lots at Freeman Park today because the snow melt has made things rather muddy. He stated that they are planning to try to spread out some of the larger piles of snow in order to speed up the process of things drying out.

Councilmember Sanschagrín asked how long it will take for Public Works to fill all the potholes.

Public Works Director Morreim stated that they have already begun that work, but he hopes they will have it completed within the next few weeks.

City Engineer Budde stated that on Strawberry Lane, the small utilities continue to relocate their facilities. He explained that they are waiting for road restrictions to come off and then a lot more action will be able to happen in that area.

Planning Director Darling stated that the Park Commission meeting scheduled for April 11, 2023 has been cancelled. She noted that the Mill Street Trail pop-up event will be held April 11, 2023 at Excelsior Elementary will be held from 5:30 to 7:30 p.m. She stated that there will be an Open House at St. John's Catholic Church and School on April 20, 2023 from 5:00 to 7:00 p.m., but noted that she was not sure what the difference was between the 'pop-up' event and an open house and noted that she believes that they will be presenting the same information.

City Attorney Shepherd updated the Council on the Strawberry Lane project and the eminent domain proceedings for one parcel that the City needs easements for that they were not able to negotiate. He stated that as of January, the City received an appraisal, presented a settlement offer based on that information, but have not received a reasonable counteroffer, so they are proceeding through the eminent domain process.

City Administrator Nevinski stated that there is an Open House scheduled for April 17, 2023 from 4:30 to 6:30 p.m. on the City's vegetative management practices.

Mayor Labadie asked if a formal presentation would be made or if would truly be a rolling event.

City Administrator Nevinski explained that it will be a rolling event and no formal presentation would be made.

B. Mayor and City Council

Councilmember Callies noted that she thought the latest Shore Report was really great and commended Communications Coordinator Wilson for his work.

Mayor Labadie attended the Regional Council of Mayors meeting in Minneapolis earlier today where they discussed public safety.

10. ADJOURN

Sanschagrín moved, Johnson seconded, Adjourning the City Council Regular Meeting of April 10, 2023, at 8:37 P.M.

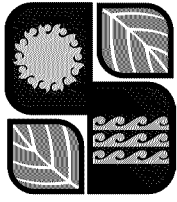
Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT



City Council Meeting Item

Item
2C

Title/Subject: Verified Claims
Meeting Date: April 24, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Background:

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

Claims for Council authorization:

Payroll – 04/10/2023	\$52,900.73
AP-Payroll-04/10/2023	\$45,693.60
Munici-Pals-City of Apple Valley	\$160.00
AP-04/24/2023	\$300,918.53

Total Claims: Checks No. 68022 – 68036 & ACH	\$399,672.86
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Financial or Budget Considerations:

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

Action Requested:

Motion to approve the claims list as presented.

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

Clearing House

Distribution Report

User: mnguyen
Printed: 04/10/2023 - 1:39PM
Batch: 00010.04.2023



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	52,900.73	CASH AND INVESTMENTS
700-00-2170-0000	52,900.73	0.00	GROSS PAYROLL CLEARING
	<u>52,900.73</u>	<u>52,900.73</u>	
Report Totals:	<u>52,900.73</u>	<u>52,900.73</u>	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 04/10/2023 - 3:29PM
 Batch: 00003.04.2023 - PR-04-10-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
April-2023	April Union Dues - Partial Paid-Brant \$4.18 & I	281.66	04/10/2023	700-00-2182-0000	PR Batch 00001.04.2023 Union Dues
	Check Total:	281.66			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-04-10-2023	PR Batch 00001.04.2023 Federal Income Tax	7,885.14	04/10/2023	700-00-2172-0000	PR Batch 00001.04.2023 Federal Income T
PR-04-10-2023	PR Batch 00001.04.2023 FICA Employee Portio	4,974.34	04/10/2023	700-00-2174-0000	PR Batch 00001.04.2023 FICA Employee
PR-04-10-2023	PR Batch 00001.04.2023 FICA Employer Portio	4,974.34	04/10/2023	700-00-2174-0000	PR Batch 00001.04.2023 FICA Employer I
PR-04-10-2023	PR Batch 00001.04.2023 Medicare Employee Pc	1,163.35	04/10/2023	700-00-2174-0000	PR Batch 00001.04.2023 Medicare Emplo
PR-04-10-2023	PR Batch 00001.04.2023 Medicare Employer Pc	1,163.35	04/10/2023	700-00-2174-0000	PR Batch 00001.04.2023 Medicare Emplo
	Check Total:	20,160.52			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY			Check Sequence: 3	ACH Enabled: False
April-2023	PR Batch 00001.04.2023 Vision-Avesis-Includec	220.56	04/10/2023	700-00-2186-0000	PR Batch 00001.04.2023 Vision-Avesis
	Check Total:	220.56			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 4	ACH Enabled: True
PR-04-10-2023	PR Batch 00001.04.2023 Deferred Comp-ICMA	2,582.68	04/10/2023	700-00-2176-0000	PR Batch 00001.04.2023 Deferred Comp-I
PR-04-10-2023	PR Batch 00001.04.2023 Deferred Comp-ICMA	91.99	04/10/2023	700-00-2176-0000	PR Batch 00001.04.2023 Deferred Comp-I
	Check Total:	2,674.67			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY			Check Sequence: 5	ACH Enabled: True
April-2023	PR Batch 00001.04.2023 Long Term Disability-(782.57	04/10/2023	700-00-2181-0000	PR Batch 00001.04.2023 Long Term Disal
April-2023	PR Batch 00001.04.2023 Short Term Disability-(871.73	04/10/2023	700-00-2181-0000	PR Batch 00001.04.2023 Short Term Disal
	Check Total:	1,654.30			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-04-10-2023	PR Batch 00001.04.2023 State Income Tax	3,547.47	04/10/2023	700-00-2173-0000	PR Batch 00001.04.2023 State Income Tax

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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Vendor: 7 April-2023	MINNESOTA LIFE INSURANCE COMPANY PR Batch 00001.04.2023 Life Insurance-April o	1,069.82	04/10/2023	700-00-2180-0000 Check Sequence: 7	ACH Enabled: True PR Batch 00001.04.2023 Life Insurance
	Check Total:	1,069.82			
Vendor: 1091 PR-04-10-2023	MSRS-MN DEFERRED COMP PLAN 457 PR Batch 00001.04.2023 Deferred Comp-MSRS	1,225.00	04/10/2023	700-00-2176-0000 Check Sequence: 8	ACH Enabled: True PR Batch 00001.04.2023 Deferred Comp-1
	Check Total:	1,225.00			
Vendor: 10 April-2023	NCPERS GROUP LIFE INSURANCE PR Batch 00001.04.2023 PERA Life	192.00	04/10/2023	700-00-2180-0000 Check Sequence: 9	ACH Enabled: True PR Batch 00001.04.2023 PERA Life
	Check Total:	192.00			
Vendor: 665 PR-04-10-2023	OPTUM BANK PR Batch 00001.04.2023 HSA-OPTUM BANK	3,063.64	04/10/2023	700-00-2183-0000 Check Sequence: 10	ACH Enabled: True PR Batch 00001.04.2023 HSA-OPTUM B.
	Check Total:	3,063.64			
Vendor: 9 PR-04-10-2023 PR-04-10-2023	PERA PR Batch 00001.04.2023 MN-PERA Deduction PR Batch 00001.04.2023 MN PERA Benefit Em	5,387.54 6,216.42	04/10/2023 04/10/2023	700-00-2175-0000 700-00-2175-0000 Check Sequence: 11	ACH Enabled: True PR Batch 00001.04.2023 MN-PERA Dedu PR Batch 00001.04.2023 MN PERA Benef
	Check Total:	11,603.96			
	Total for Check Run:	45,693.60			
	Total of Number of Checks:	11			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/17/2023 - 2:59PM
Batch: 00004.04.2023 - MunicPal



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 310	MUNICI-PALS - CITY OF APPLE VALLEY			Check Sequence: 1	ACH Enabled: False
2023-Criswell	2023-Munici-Pals Spring Conference	60.00	04/17/2023	101-13-4331-0000	
2023-Dues	2023 Membership Dues	40.00	04/17/2023	101-13-4433-0000	
2023-Nguyen	2023-Munici-Pals Spring Conference	60.00	04/17/2023	101-15-4331-0000	
	Check Total:	160.00			
	Total for Check Run:	160.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 04/19/2023 - 4:06PM
 Batch: 00005.04.2023 - AP-04-24-2023



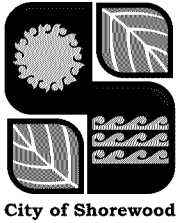
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1330	ADMARK LLC			Check Sequence: 1	ACH Enabled: False
24560SmithtownR	Site Plan Amendment & Variance Paddle Sport-	1,000.00	04/24/2023	880-00-2200-0000	
24560SmithtownR	Site Plan Amendment & Variance Paddle Sport-	700.00	04/24/2023	101-00-3413-0000	
	Check Total:	1,700.00			
Vendor: 817	ARCPOINT LABS OF EDEN PRAIRIE			Check Sequence: 2	ACH Enabled: False
2733	Drug Testing	165.00	04/24/2023	101-32-4305-0000	
	Check Total:	165.00			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 3	ACH Enabled: True
304776-Dec-2022	Dec/2022 Short Paid Invoice#304776-Smithtown	913.00	04/24/2023	631-00-4303-0000	
	Check Total:	913.00			
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 4	ACH Enabled: True
3526-0000G-15	General Matters/Administration	3,343.46	04/24/2023	101-16-4304-0000	
3526-0001G-15	Planning & Zoning	157.50	04/24/2023	101-18-4304-0000	
3526-0001G-15	Planning & Zoning-TSML Properties-24250 Sm	105.00	04/24/2023	101-00-3414-0000	
3526-0002G-12	Public Works	35.00	04/24/2023	101-16-4304-0000	
3526-0004G-14	Ugerots Litigation	105.00	04/24/2023	101-16-4304-0000	
3526-0008G-5	Strawberry Lane Condemnation	1,728.15	04/24/2023	409-00-4304-0000	
3526-0503G-1	Maple Shores-Chamberlain Capital-20430 Radis	1,085.00	04/24/2023	101-00-3414-0000	
3526-0999G-18	Prosecution	3,528.70	04/24/2023	101-16-4304-0000	
	Check Total:	10,087.81			
Vendor: 147	CITY OF MOUND			Check Sequence: 5	ACH Enabled: True
2nd Qtr-2023	Fire Svc & Protection Payment	6,913.25	04/24/2023	101-22-4400-0000	Quarterly
	Check Total:	6,913.25			
Vendor: 149	CITY OF TONKA BAY			Check Sequence: 6	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1st Qtr-2023	Quarterly Water Service	1,442.68	04/24/2023	601-00-4260-0000	
1st Qtr-2023	Quarterly Sewer Service	2,537.50	04/24/2023	611-00-4400-0000	
	Check Total:	3,980.18			
Vendor: 1096 156785	DAVEY RESOURCE GROUP, INC. Tree Services	143.75	04/24/2023	101-32-4400-0000	ACH Enabled: True
	Check Total:	143.75			
Vendor: 1060 50016151	GENERAL SECURITY SERVICES CORPORATION City Hall - Fixing Front Door	1,615.50	04/24/2023	101-19-4223-0000	ACH Enabled: True
	Check Total:	1,615.50			
Vendor: 211 6446875	HAWKINS, INC. Chemicals Water Treatment	190.00	04/24/2023	601-00-4245-0000	ACH Enabled: True
	Check Total:	190.00			
Vendor: 985 1000205260	HENNEPIN COUNTY ACCOUNTS RECEIVABLE REC0001086-View Recorded Documents	20.00	04/24/2023	101-18-4400-0000	ACH Enabled: False RecordEase Payment
	Check Total:	20.00			
Vendor: 896 20221507	HUEBSCH SERVICES City Hall - Mats	208.65	04/24/2023	101-19-4400-0000	ACH Enabled: True
	Check Total:	208.65			
Vendor: 1332 92828	JERRY'S PRINTING General Office Supplies	149.50	04/24/2023	101-13-4200-0000	ACH Enabled: False
	Check Total:	149.50			
Vendor: 265 P48955	MACQUEEN EQUIPMENT INC Counter For Jet/Vac Truck	584.75	04/24/2023	611-00-4240-0000	ACH Enabled: False
	Check Total:	584.75			
Vendor: 279 1154551 1155915	METROPOLITAN COUNCIL (WASTEWATER) Monthly Waste Water Svc MCES-Permit SE Well-5755 Covington Road	96,842.75 475.00	04/24/2023 04/24/2023	611-00-4385-0000 601-00-4437-0000	ACH Enabled: True
	Check Total:	97,317.75			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 453	METROPOLITAN COUNCIL (SAC)			Check Sequence: 15	ACH Enabled: True
1st Qtr-2023-SAC	Quarterly SAC Report	2,460.15	04/24/2023	611-00-2082-0000	
	Check Total:	2,460.15			
Vendor: 1039	MID-COUNTY COOP			Check Sequence: 16	ACH Enabled: False
57029	Fuel	773.58	04/24/2023	101-32-4212-0000	
57030	Fuel	479.74	04/24/2023	101-32-4212-0000	
	Check Total:	1,253.32			
Vendor: 463	MTI DISTRIBUTING INC.			Check Sequence: 17	ACH Enabled: False
1378022-000	Z Master 7500 D - 37HP Yanmar 96"	44,488.02	04/24/2023	403-00-4640-0000	
1378612-00	Lawn Mower Parts	1,561.95	04/24/2023	101-52-4221-0000	
	Check Total:	46,049.97			
Vendor: 672	NORTHWEST ASSOCIATED CONSULTANTS, INC.			Check Sequence: 18	ACH Enabled: False
26254	2040 Comprehensive Plan - Tech	240.50	04/24/2023	101-18-4400-0000	
	Check Total:	240.50			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 19	ACH Enabled: True
1516069	Cathcart Park-26655 W- 62nd St	76.73	04/24/2023	101-52-4400-0000	
1516070	Freeman Park-6000 Eureka Rd	418.50	04/24/2023	101-52-4400-0000	
1516071	Silverwood Pk-5755 Covington R	76.73	04/24/2023	101-52-4400-0000	
1516072	South Shore-5355 St Albans Bay	76.73	04/24/2023	101-52-4400-0000	
1516073	Christmas Lk Rd-5625 Merry Ln	267.38	04/24/2023	101-52-4400-0000	
	Check Total:	916.07			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 20	ACH Enabled: False
May-2023-OB	Monthly-Operating Budget Exp	123,434.83	04/24/2023	101-21-4400-0000	
	Check Total:	123,434.83			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 21	ACH Enabled: True
INV-012435	Springbrook-CivicPay Fees	10.00	04/24/2023	621-00-4450-0000	
INV-012435	Springbrook-CivicPay Fees	10.00	04/24/2023	631-00-4450-0000	
INV-012435	Springbrook-CivicPay Fees	10.00	04/24/2023	611-00-4450-0000	
INV-012435	Springbrook-CivicPay Fees	10.00	04/24/2023	601-00-4450-0000	
	Check Total:	40.00			
Vendor: 1170	SPS WORKS			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
IV00542987	Name Plates-Morreim-Heitz-Eslinger	86.10	04/24/2023	101-32-4245-0000	
	Check Total:	86.10			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 23	ACH Enabled: True
M28162	Council Meeting -03/27/23	382.50	04/24/2023	101-13-4400-0000	
M28163	Council Meeting -04/10/23	358.00	04/24/2023	101-13-4400-0000	
	Check Total:	740.50			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 24	ACH Enabled: False
9931491793	612-292-2968/7023/1196 & 612-368-0176	80.88	04/24/2023	601-00-4321-0000	Acet #842017386-00001
9931491793	612-292-2968/7023/1196 & 612-368-0176	80.88	04/24/2023	611-00-4321-0000	Acet #842017386-00001
9931491793	612-292-2968/7023/1196 & 612-368-0176	80.89	04/24/2023	631-00-4321-0000	Acet #842017386-00001
9931491793	612-581-4949-Sandie Thone	41.11	04/24/2023	101-13-4321-0000	Acet #842017386-00001
9931491793	612-581-2856-Eric Wilson	41.11	04/24/2023	101-13-4321-0000	Acet #842017386-00001
9931491793	612-581-4018-Jason Carlson	41.11	04/24/2023	101-18-4321-0000	Acet #842017386-00001
9931491793	612-581-6609-WadeWoodward	41.11	04/24/2023	101-24-4321-0000	Acet #842017386-00001
9931491793	612-581-3780-Marie Darling	41.11	04/24/2023	101-18-4321-0000	Acet #842017386-00001
9931491793	612-581-3609-NOONE	-20.74	04/24/2023	101-13-4321-0000	
9931491793	612-581-3931-Marc Nevinski	41.11	04/24/2023	101-13-4321-0000	Acet #842017386-00001
9931491793	612-581-5469-NOONE	-20.74	04/24/2023	101-13-4321-0000	
9931491793	612-581-4323-Joe Rigdon	-20.74	04/24/2023	101-15-4321-0000	Acet #842017386-00001
9931491793	612-581-5835-Janelle Crossfield	41.11	04/24/2023	201-00-4321-0000	Acet #842017386-00001
9931491793	612-581-4949-Sandie Thone	-81.89	04/24/2023	101-13-4321-0000	Acet #842017386-00001
	Check Total:	386.31			
Vendor: 1331	ROBIN WADE			Check Sequence: 25	ACH Enabled: False
5765EchoRd	Variance Application Return - 5765 Echo Road	400.00	04/24/2023	101-00-3413-0000	
	Check Total:	400.00			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 26	ACH Enabled: True
285291	Road Maint	149.73	04/24/2023	101-32-4250-0000	
285422	Road Maint	147.87	04/24/2023	101-32-4250-0000	
285477	Road Maint	306.90	04/24/2023	101-32-4250-0000	
285570	Road Maint	277.14	04/24/2023	101-32-4250-0000	
285666	Road Maint	40.00	04/24/2023	101-32-4250-0000	
	Check Total:	921.64			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	300,918.53			
	Total of Number of Checks:	26			



City Council Meeting Item

Item
2D

Title/Subject: 2023 Retail Liquor License Renewals
Meeting Date: Monday, April 24, 2023
Prepared by: Brenda Pricco, Deputy City Clerk
Reviewed by: Sandie Thone, City Clerk/HR Director
Attachments: Resolution

Background: Approval of 2023 Retail Liquor License Renewals: Shorewood City Code Chapter 401, Liquor Regulations provides for consideration of licensing establishments to sell on and off-sale liquor in the city limits.

The following establishments are requesting council consideration in renewing their existing liquor licenses which expire on May 31, 2023:

1) Shorewood 2001 L.L.C, dba Cub Foods	23800 State Highway 7 Shorewood, MN 55331	Off-Sale/3.2%
2) American Legion 259 dba Clarence Clofer Post	24450 Smithtown Road Shorewood, MN 55331	Club On-Sale Sunday
3) Wine & Spirits by JD Inc dba MGM Wine & Spirits	5660 County Rd 19 Shorewood, MN 55331	Off-Sale
4) Shorewood Liquor Inc. dba Shorewood Liquor	23670 State Hwy 7 Shorewood, MN 55331	Off-Sale
5) NGBS Inc. dba Jim’s Liquor	19905 State Hwy 7 Shorewood, MN 55331	Off-Sale

The licensees have submitted all the required documentation, met the insurance liability requirements, have successfully passed a background investigation through South Lake Minnetonka Police Department (SLMPD), submitted the required licensing fees, and met the State of Minnesota, Department of Public Safety, Alcohol and Gambling Enforcement requirements as well, apart from waiting on Shorewood Liquor’s certificate of insurance due to remodeling.

Financial or Budget Considerations: Licensing fees as set forth in the City's fee schedule for liquor licenses have been collected.

Action Requested: Staff respectfully recommends the city council approve liquor license renewals effective June 1, 2023 through May 31, 2024 for the above delineated establishments in the city limits. Motion, second, and simple majority vote required.

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

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA
RESOLUTION 23-038**

A RESOLUTION APPROVING 2023 RETAIL LIQUOR LICENSE RENEWALS

WHEREAS, Shorewood City Code, Chapter 401 provides that no person may directly or indirectly, on any pretense or by any device, sell, barter, keep for sale, charge for possession, or otherwise dispose of alcoholic beverages as part of a commercial transaction without having obtained the required license or permit; and

WHEREAS, in addition to the requirements set forth by the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, Shorewood City Code provides that the applicant shall complete an application for a liquor license, pay the required licensing fee, fulfill insurance coverage requirements and complete a successful background investigation; and

WHEREAS, the following applicants successfully completed the application process, satisfying the requirements as delineated above for the issuance of liquor licenses issued for the period of one year, or that portion thereof, from June 1, 2023 to May 31, 2024, consistent with the requirements and provisions of Chapter 401 of the Shorewood City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood, the following licenses issued to the applicants as follows are approved:

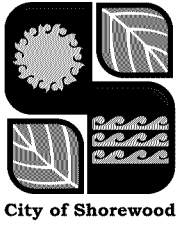
<u>Applicant</u>	<u>Address</u>	<u>License</u>
Shorewood 2001 L.L.C, dba Cub Foods	23800 State Highway 7 Shorewood, MN 55331	Off-Sale/3.2% Malt Liquor
American Legion 259 dba Clarence Clofer Post	24450 Smithtown Road Shorewood, MN 55331	Club On-Sale Sunday Sales
Wine & Spirits by JD Inc dba MGM Wine & Spirits	5660 County Rd 19 Shorewood, MN 55331	Off-Sale
Shorewood Liquor Inc. dba Shorewood Liquor	23670 State Hwy 7 Shorewood, MN 55331	Off-Sale
NGBS Inc. dba Jim's Liquor	19905 State Hwy 7 Shorewood, MN 55331	Off-Sale

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 24th day of April 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Concessions Agreement Summer 2023
Meeting Date: Monday, April 24, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Mark Nevinski, City Administrator
Attachments: Concessions Agreement

Item
2E

Background:

The concessionaire that previously operated out of Eddy Station is no longer able to continue providing concessions at the park.

For concessions operations in 2023, Park Commissioners requested and reviewed information about the following options:

- An athletic association (Tonka United) operating the concessions
- City stocking the concessions and promoting opportunities for community organizations to operate concessions
- Promoting opportunities for food trucks to operate at Freeman during scheduled game times

The Park Commission recommended moving forward with an agreement for the Tonka United Athletic Association to operate the concessions at a fee of \$500 per season.

Attached is the agreement between City of Shorewood and Tonka United to operate concessions.

Financial or Budget Considerations:

A one-time cleaning fee from a contracted cleaner will be entailed, the total is to be determined.

Action Requested:

Staff respectfully recommends the City Council approve the concessions agreement.

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

Freeman Park Eddy Station CONCESSIONS AGREEMENT 2023

This agreement, made and entered into this _____ day of _____, 2023, by and between the CITY of Shorewood, a Minnesota municipal corporation, located at 5735 Country Club Road, Shorewood in the County of Hennepin, State of Minnesota (hereinafter referred to as "CITY") and Tonka United Soccer Association 18328 Minnetonka Blvd, Wayzata, MN 55391, (hereinafter referred to as "CONCESSIONAIRE").

WITNESSETH:

Whereas the CITY is desirous of providing efficient concession services to patrons of Freeman Park; and

Whereas the CONCESSIONAIRE wishes to provide concession services at the Freeman Park Eddy Station Concession Stand;

Now, therefore, in consideration of the promises, terms and conditions stated herein, the parties agree as follows:

I. DUTIES AND RIGHTS OF CONCESSIONAIRE

- A. The CONCESSIONAIRE agrees to provide full and complete services for the sales of food concessions at the Eddy Station concession stand through June 30th, 2023 at the following times:

Monday thru Friday 5:00pm to 9:00pm

CONCESSIONAIRE may request additional times and the CITY shall meet those requests, if given two weeks' notice.

- B. The CONCESSIONAIRE agrees to pay the CITY a flat fee for the Summer 2023 season of \$500.
- C. Payment shall be made on or before April 30th, 2023.
- D. The CONCESSIONAIRE agrees to purchase and maintain all food goods, materials and supplies necessary for the concession stand. The CONCESSIONAIRE may sell souvenirs and other hard goods not sold by the CITY, if approved by CITY Parks and Recreation staff in writing.
- E. The CONCESSIONAIRE agrees to provide, maintain and repair equipment as necessary for the sale of concessions. The CONCESSIONAIRE will be responsible for the cost of any losses resulting from spoilage of frozen or refrigerated foods due to a power outage or equipment failure. The CONCESSIONAIRE shall thoroughly document such losses. If equipment is needed, either in replacement of or addition to the existing equipment, the equipment must meet appropriate NSF standards.

- F. The CONCESSIONAIRE agrees to provide all manager(s), supervisor(s) and attendant(s) and other personnel for its concession operations. The CONCESSIONAIRE also agrees and understands that nothing contained herein creates or establishes the relationship of copartners between itself and the CITY and that it is an independent contractor, and its officers, managers, supervisors, volunteers, attendants and other employees are not employees, agents or representatives of the CITY with respect to any services performed under this agreement. Such personnel or other personal associated with the CONCESSIONAIRE shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the CITY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability or severance pay and PERA.
- G. The CONCESSIONAIRE agrees to maintain an internal control system, which includes a financial report. Such reports shall be submitted at the conclusion of each sporting season. Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the CONCESSIONAIRE further agrees to allow the CITY or the State Auditor or their agents to review, upon request, all records associated with the performance of the agreement, including invoices for concession goods and supplies, all canceled checks for payment of such invoices, all inventory records, and to be present at the taking of inventories, and to verify inventory shrinkage records.
- H. On or before July 31st of each year, the CONCESSIONAIRE shall provide the CITY with a copy of the season's concession financial report prepared by the CONCESSIONAIRE.
- I. The CONCESSIONAIRE shall conduct its activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the CITY and all of its officers, agents and employees from any and all claims, losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the CONCESSIONAIRE, its agents, officers, employees, volunteers, patrons, or any persons associated with or served by the CONCESSIONAIRE's concessions operations.
- J. Insurance Requirements. The CONCESSIONAIRE, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:
- I. General Liability. The CONCESSIONAIRE agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The CITY shall be endorsed as additional insured.
 - II. Automobile Liability. If the CONCESSIONAIRE operates a motor vehicle in performing the Services under this Agreement, the CONCESSIONAIRE shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
 - III. Workers' Compensation. The CONCESSIONAIRE agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The

CONCESSIONAIRE shall also carry employers' liability coverage with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The CONCESSIONAIRE shall, prior to commencing the Services, deliver to the CITY a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The CONCESSIONAIRE's policies shall be the primary insurance to any other valid and collectible insurance available to the CITY with respect to any claim arising out of CONCESSIONAIRE's performance under this Agreement.

The CONCESSIONAIRE's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the CITY.

- IV. Professional (Errors and Omissions) Liability Insurance. [Only required for professional services provided by accountants, attorneys, engineers, etc.] The CONCESSIONAIRE will maintain professional liability insurance for all claims the CONCESSIONAIRE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONCESSIONAIRE's professional services required under this Agreement. The CONCESSIONAIRE is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement, and the CONCESSIONAIRE shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the CONCESSIONAIRE to fulfill this requirement.

K. The CONCESSIONAIRE shall provide their Federal Employer Identification Number.

L. The CONCESSIONAIRE agrees to comply with Minnesota Statutes § 181.59 and other related state and federal laws prohibiting discrimination in performance of this agreement on the basis of race, color, creed, religion, national origin, sex, marital status, disability and status with regard to public assistance, age or familial status. The CONCESSIONAIRE agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging illegal discrimination.

- M. The CONCESSIONAIRE agrees to comply with the Americans With Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. The CITY has designated coordinators to facilitate compliance with the Americans Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. The CONCESSIONAIRE agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging a violation of the ADA.
- L. The CONCESSIONAIRE agrees to abide by all applicable State laws and requirements, including but not limited those of the Minnesota Department of Health.

II. DUTIES AND RIGHTS OF THE CITY

- A. The CITY agrees to provide, maintain and repair the concession stand and real property as necessary for the sale of concessions for use by the CONCESSIONAIRE. The CITY further agrees to provide storage for CONCESSIONAIRE inventories, subject to the limitations of available space at the Concession Stand. The CITY assumes no liability for lost, stolen or damaged merchandise or equipment left or stored in the Concession Stand.
- B. The CITY may immediately terminate this agreement in the event that the CONCESSIONAIRE fails to perform its duties under this agreement.

III. JOINT DUTIES AND RIGHTS

- A. The CONCESSIONAIRE and the CITY agree to work to develop a security plan for controlling access to the concession area. This plan will designate which CONCESSIONAIRE personnel will be issued keys to the concession stand. Individuals on this list may not transfer their keys to other individuals without prior approval by the CITY.
- B. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties and supersedes and all prior agreements or proposals, written or oral, and that no alternation, modification or addenda to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- C. Notwithstanding any other provision of this Agreement to the contrary, all government data collected, created, received maintained or disseminated for any purpose by the parties pursuant to this Agreement shall be governed by the provisions of the MGDPA. CONCESSIONAIRE agrees to comply with the MGDPA as it applies to any data provided to it by CITY or third parties, and further agrees to cooperate and assist CONCESSIONAIRE staff in complying with any data practices requests arising out of, or related to this Agreement.
- D. This Agreement shall commence upon execution by both parties and shall terminate on June 24th, 2023.
- E. The CONCESSIONAIRE or the CITY may terminate this agreement upon thirty (30) days written notice to the other party for any reason other than stated.

F. This Agreement shall not be assignable except by the written consent of the CITY.

G. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

CITY OF SHOREWOOD

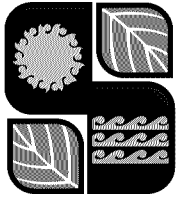
TONKA UNITED SOCCER ASSOCIATION

Mayor Jennifer Labadie

Its

Sandie Thone, City Clerk

Its



City Council Meeting Item

Title/Subject: Contractor Agreement with Erica Heinrichs
Meeting Date: Monday, April 24, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Mark Nevinski, City Administrator
Attachments: Parks and Recreation Independent Contractor Agreement

Item 2F

Background:

Erica Heinrichs is a Certified Instructor and Senior Trainer of Tai Chi for Health Programs. Shorewood Parks and Recreation is excited to offer Tai Chi programming for the community as Tai Chi has many health benefits. Tai Chi is a great fitness option for a wide range of participants as the slow and gentle moving meditation addresses muscles strength, flexibility, balance and promotes mental health. Tai Chi also has some aerobic benefits.

Financial or Budget Considerations: Instructor fees will be covered by registration fees.

Action Requested:

Staff respectfully recommends the City Council **approve** the independent contractor agreement. Approval of the agreement includes any future addenda executed between the contractor and Parks and Recreation Director through 2023. Addenda outlines program logistics such as location, dates, times, program fees and no class days, and program description.



**City of Shorewood
Parks and Recreation Independent
Contractor Agreement**

Parties and Terms

This Contractor Agreement (Agreement) dated _____, 2023 is by and between the City of Shorewood (City) and _____ (Contractor). This Agreement is in effect from _____ until _____.

I. Services to be Performed

The Contractor will perform the services outlined in the addendum to this Agreement and any future addenda executed between the Contractor and the Parks and Recreations Director. By signing the addendum and any future addenda, the Contractor agrees to the terms indicated including dates, times and payment agreement, as if fully incorporated herein.

II. Independent Contractor

This Agreement shall not render the Contractor an employee, partner, or agent of the City for any purpose. The Contractor is and will remain an independent Contractor in (his/her) relationship to the City. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employment benefits of any kind.

The Contractor will be responsible for the hiring, training, supervision, and conduct of any staff utilized in the above-listed services. *All staff, working directly with children, are subject to background checks. All background checks must be completed prior to the start of the above-listed services. Proof that background checks are conducted by the Contractor must be provided to the City in the form of an official letter.*

The Contractor will determine the method, details and means of performing the services outlined.

III. Services Provided by the Contractor

It is understood that the Contractor is experienced and trained to provide the services listed in the addendum and that the City requires such services. Therefore, it is hereby agreed that the Contractor will provide the following services.

1. Supplies: Any necessary supplies will be supplied by the Contractor.
2. Equipment: Any necessary equipment will be supplied by the Contractor.
3. American Disabilities Act (ADA): The City is mandated by law to provide reasonable accommodations for people with disabilities which include contracted recreation services. Contractors are expected to work with the City in order to provide for reasonable accommodations.

IV. Services Provided by the City

It is understood that the City will provide the following services to facilitate and support the contracted services listed above.

1. Promotion: The City will promote the above-listed services in Shorewood publications and by any other means deemed necessary.
2. Facility Use: The City will provide and maintain an appropriate space for the activities and arrange for its use at no cost to the Contractor.
3. Registration/Refunds: The City will be responsible for participant registration and fee collection for the above-listed services. Participant withdrawals: Participant withdrawals made seven (7) days prior to the start of the above-listed services will receive a full refund. After that time, no refunds will be provided except for withdrawals made due to illnesses/injury, with a doctor's note, unless agreed upon by both the City and the Contractor. The City will not pay the Contractor for refund requests granted due to unsatisfactory services provided by the Contractor.

The City will be responsible for providing a participant list to the Contractor, one (1) week prior to the start date of the above-listed services. All participant lists will remain the property of the City.

4. ADA/Inclusion: The City will provide the Contractor with information on any participant with special needs and will work with the Contractor to make any necessary accommodations that are reasonable.

V. Compensation

The City will pay the Contractor a portion of the net program revenue (specified in the addendum). Upon the successful completion of the specified services, the Contractor shall bill the City for services provided.

VI. Business Expenses

Any expenses incurred by the Contractor pursuant to providing the services including, but not limited to, travel and phone expenses are the sole responsibility of the Contractor.

VII. Insurance

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

1. General Liability: The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as an additional insured.
2. Automobile Liability: If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

3. Workers' Compensation: The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employer's liability coverage with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. All policies of insurance shall provide that the insurance company will notify the City at least *thirty (30) days* prior to the effective date of any policy cancellation, modification, or non-renewal prior to the date on which the Contractor, or its consultants, commences performance of its part of the work, evidence of coverage is to be provided to the City. The City may direct that copies of the actual insurance policies, or renewals or replacements thereof, be submitted to the City.

VIII. Property Damage Waiver

The Contractor waives all its rights against the City for damages covered by property insurance. The Contractor shall require a similar waiver from all its consultants. The Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Contractor. The Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. The Contractor shall require similar waivers from all of its consultants. The Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. The Contractor shall require a similar waiver from all its consultants.

IX. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

X. Compliance with Statutes

The Contractor shall abide by all applicable state and federal laws, rules and regulations that govern City activities and the activities provided for in this Agreement, including but not limited to the Data Practices Act, records retention guidelines, non-discrimination and disability accommodation laws and guidelines, and Minn. Stat. § 121A.38 (concussion procedures).

XI. Government Data/Privacy

Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to data privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement. In the event the Contractor receives a formal request to release data pursuant to the Minnesota Government Data Practices Act, the Engineer will immediately notify the City. The City will give Contractor instructions concerning the release of data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation and termination of this Agreement.

XII. Audits

Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City, and involve transactions relating to this Agreement. The Contractor agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

XIII. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XIV. Program Termination

If a contracted program fails to meet the required minimum number of participants set by the Contractor and the City, the service may be cancelled at no penalty to either the Contractor or the City.

XV. Contract Termination, Cancellation and Default

Either party to this Agreement may terminate this Agreement upon thirty (30) days written notice, except that if the Contractor fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the City shall have the right to immediately suspend the

contracted services and to then terminate this Agreement, if the Contractor has not cured the default upon ten (10) days written notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

XVI. Third Parties

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

XVII. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

XVIII. Entire Understanding

This Agreement and any exhibit/addendum attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

XIX. Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall remain in full force and effect.

XX. Service Suspension and Cancellation

1. If a contracted service fails to meet the required minimum number of participants, the service will be cancelled at no penalty to either the Contractor or the City.
2. Severe weather policy: in the event of severe weather, the City and the Contractor will make a determination on whether or not to cancel the above-listed services for that day. If the above-listed services are cancelled, a refund will be provided to the participants or a makeup date will be scheduled. If a refund is provided, contract fees will be adjusted accordingly.
3. If at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a participant, the City shall have the right to immediately suspend services until the issue has been resolved or the contract terminated (see Termination and Default section of the Independent Contractor Agreement).

XXI. Offsite Programs

The Contractor agrees to provide the City with a copy of a Certificate of Liability Insurance for services offered off of City property. The City must be listed as an additional insured.

XXII. Service/Program Addendum

A service or program addendum, as contemplated in Section I, will be sent and approved by the City for each service or program indicating service details including class schedule and pay arrangement. The Contractor agrees to review, sign and return the addendum before services are provided.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

City of Shorewood

By: _____

Its Mayor

By _____

Its City Clerk

Contractor:

[Name of Contractor]

By _____

Its _____ [print name]
_____ [title]

Service Addendum

**[Insert Details of Program or Service including dates/times,
payment details, program details, and location]**

City of Shorewood

Contractor:

[Name of Contractor]

By: _____

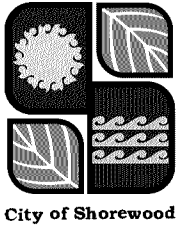
By _____

Its Parks and Recreation Director

Its _____ [print name]
_____ [title]

Signed: _____, 2023.

Signed: _____, 2023.



City Council Meeting Item

Title/Subject: Approve Service Agreement with the Christmas Lake HOA and Waterfront Restoration, LLC. for AIS Inspections

Item

2G

Meeting Date: April 24, 2023

Prepared by: Marc Nevinski, City Administrator and Marie Darling, Planning Director

Attachments: Agreement
Resolution

Background: The Minnesota Department of Natural Resources (DNR) is responsible for Aquatic Invasive Species inspections and control on a state-wide basis but the City has historically assumed this role at the Christmas Lake landing to ensure a more active inspection program. The delegation agreement was approved last year and is in effect through the end of 2024. The city works in partnership with the Christmas Lake HOA (CLHOA) to provide these inspections and the CLHOA has coordinated the work with a vendor (Waterfront Restoration, LLC.). Even though the city is not responsible for the costs of the agreement, as the LGU (Local Governing Unit), the city must be a party to their agreement. A similar agreement has been signed each year.

Financial or Budget Considerations: There is no cost to signing the agreement. The City budgets \$5,000 per year toward the inspection work, and coordinates any governmental grants, with the remainder of the project costs being paid by the CLHOA.

Action Requested: Staff recommends renewing the Delegation Agreement with the DNR as presented by approving the resolution by simple majority.

Next Steps and Timeline: Staff will return the agreement to the DNR with a copy to the CLHOA.

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

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

Services Agreement

This Services Agreement (the "Agreement"), is entered into this 19th day of April 2023 by and between the Christmas Lake Homeowners Association, an IRS Sec.501(c)(3) entity (the "CLHA"), and Waterfront Restoration, LLC, a Minnesota limited liability corporation with its principal place of business in Long Lake, MN ("Waterfront").

1. Agreement to provide Services

CLHA is a homeowners association representing the lakeshore owners on Christmas Lake in Hennepin and Carver Counties, Minnesota. CLHA agrees to retain Waterfront, and Waterfront agrees to provide, the Services (as defined below) on the terms and conditions in this Agreement. CHLA is retaining Waterfront to provide the Services in order to reduce the chance that zebra mussels or other aquatic invasive species (AIS) are introduced into Christmas Lake through the launching of watercraft and trailers into Christmas Lake.

2. The Services

Waterfront agrees to provide the following services at the Christmas Lake Public Access (the "Location"):

- A. Provide an Inspector (as defined below) at the Location daily from and including April 1, 2023, or as soon as possible after DNR training dates allow (or, if the Location remains closed to the launching of watercraft on April 1, then the first day that the Location is open for the launching of watercraft) through October 31, 2023. Inspectors will be present and performing Services at the Location during the following hours:
 - April 1 to April 30: Less than 400 hours total, 6 a.m. to 8 p.m. or as inspector availability allows
 - May 1 to August 15: 6 a.m. to 9 p.m.
 - August 16 to September 15: 6 a.m. to 7:30 p.m.
 - September 16 to October 15: 7:00 a.m. to 7:00 p.m.
 - October 16 to October 31: 7:30 a.m. to 6:30 p.m.
- B. Each Waterfront employee performing Services at the Location (each an "Inspector") will hold a so-called "Level 1" certification received from the Minnesota Department of Natural Resources (the "DNR") covering the inspection of water-related equipment for, among other things, aquatic invasive species ("AIS"). At the earliest opportunity, each Waterfront employee performing services at the Location will hold a so-called "Level 2" certification received from the Minnesota Department of Natural Resources (the "DNR") covering the inspection and thermal decontamination of water-related equipment for, among other things, aquatic invasive species ("AIS").

Detailed responsibilities related to Services are listed in Exhibit A – AIS Inspection Services Responsibilities and Exhibit B - Christmas Lake Homeowner's Association Protocols for AIS Inspectors

3. Price and Payment

- A. CLHA will pay Waterfront on a tiered hourly scale which will be dependent on the total amount of hours worked by Waterfront for the season (see table in 3.A.a below). For purposes of this paragraph "worked" or

“work” shall refer to the hours inspectors are on-site and on-duty at the boat launch. All level 1 and level 2 training costs are included in the defined hourly rates and will not be billed separately.

Waterfront and CLHA will agree to a target for total hours of planned work for the season and that will define the tier level and hourly rate for billing. Should the actual hours worked for the season fall in a different tier, the final invoice provided to CLHA will reflect the new hourly rate based on the actual tier level and all previous charges will be adjusted accordingly.

Tier Level	Hourly Rate	Hours-Bottom of Tier Threshold	Hours-Top of Tier Threshold	Total Cost (Range)
Tier 1	\$28.85	3,000	3,199	\$86,550- \$92,291
Tier 2	\$29.16	2,800	2,999	\$81,648- \$87,451
Tier 3	\$29.52	2,600	2,799	\$76,752- \$82,626
Tier 4	\$29.93	2,400	2,599	\$71,832- \$77,778

- a. Waterfront’s Inspection Hours and Rate Tiers are specified in the following table:
- b. Should hours fall below the “Bottom of Tier Threshold” specified for Tier 4 or above the “Top of Tier Threshold” for Tier 1, Waterfront will provide a quote to CLHA which specifies the hourly rate and total cost charged for hours worked.

*For illustration purposes only: assume Waterfront and CLHA set the target rate at 2,900 hours for the season. Waterfront will invoice based on Tier 2’s hourly rate. Should Waterfront inspectors actually work between 3,000 and 3,199 hours during the term of this contract, Waterfront’s billable hourly rate for the contract would be revised to the hourly rate defined by Tier 1. As part of the final invoice, Waterfront would reduce the hourly rate for all hours worked during the season from the Tier 2 hourly rate to the Tier 1 hourly rate.

- B. CLHA will make payments monthly, in advance, based upon the expected number of hours to be worked in the next succeeding month (for each month its “Expected Hours”). CLHA will make each monthly payment promptly after receipt of an invoice from Waterfront for the expected payment for the next succeeding month, but in no event more than 10 calendar days after receipt of Waterfront’s invoice. Promptly after the end of each month during which Services are performed Waterfront will provide CLHA with a summary of the actual hours worked during the relevant month. In the event the actual number of hours worked during any month exceeds the Expected Hours, Waterfront will invoice CLHA for the additional hours. In the event the actual number of hours worked is less than the Expected Hours, Waterfront will issue to CLHA a credit note for the excess hours. At the option of the party entitled to receive funds, the amount of this payment (for any month its “True-up Payment”) will be either paid by the party owed the funds or credited to amounts they may owe in the next succeeding month or otherwise owe under this Agreement.
- C. Waterfront is responsible for payment to each Inspector as well as all of its other costs and expenses related to providing the Services except as specifically stated in this Agreement or separately agreed in writing with CLHA. Without limiting the generality of the preceding sentence, Waterfront is responsible for payment of all related worker’s compensation insurance premiums, state and federal taxes and tax withholdings, unemployment insurance costs, recruiting costs, and any employee benefit costs. CLHA will not pay any overtime unless specifically agreed in writing in advance.

4. Term and Termination

- A. This Agreement commences on April 1, 2023 (the “Effective Date”) and continues through October 31, 2023 (the “Termination Date”).
- B. Notwithstanding section 4.A, CLHA may terminate this Agreement prior to the Termination Date in the event the Location is closed or the launching of watercraft is substantially impaired as a result of (1) an order of the DNR, Hennepin County, the City of Shorewood, the City of Chanhassen, the Minnehaha Creek Watershed District, or any other governmental authority having jurisdiction over Christmas Lake and the closure is either stated by the closing authority to continue past October 31, 2023, or continues for more than 14 consecutive days and at the end of the 14 consecutive days, in the reasonable view of CLHA, there is no reasonable expectation that the Location will re-open to the launching of watercraft in the then foreseeable future, or (2) the early arrival of winter-like conditions (any such event an “Early Termination Event”). If an Early Termination Event occurs, then CLHA has the right to terminate this Agreement upon written notice to Waterfront. If CLHA terminates this Agreement following an Early Termination Event, then CLHA will reimburse Waterfront for its costs and expenses related to the Services that are continuing and unavoidable following the early termination. These unavoidable costs and expenses will not include any lost profits.
- C. In addition to the Early Termination Events in section 4.A above, either party may terminate this Agreement at any time and for any reason or no reason by giving the other party 30 days prior written notice of the termination to the other party. In the event of early termination by notice Waterfront is entitled to payment for the Services performed up through the termination date.
- D. Upon termination under this section 4 Waterfront will promptly deliver to CLHA all tablets used to log activities at the Location as well as any other CLHA equipment used to perform the Services.
- E. Sections 3, 4, and 6 through 10, and any other right or obligation of either party, which by its nature should survive termination of this Agreement, will survive the termination of this Agreement.

5. Insurance

Waterfront agrees at all times during the term of this Agreement to have and keep or cause to have and be kept in force the following insurance coverage:

- A. Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	<u>Limits</u>
General Aggregate	\$2,000,000
Personal Injury	\$2,000,000
Each Occurrence (Combined Bodily Injury & Property Damage)	\$2,000,000

- B. Worker’s Compensation and Employer’s Liability

Worker's Compensation	Statutory
Employers Liability (Bodily Injury By):	
Accident- Each Accident	\$500,000
Disease- Policy Limit	\$500,000
Disease- Each Employee	\$500,000

- C. Automobile Liability - Combined single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles: \$1,000,000

The insurance must be maintained continuously during the term of this Agreement. Waterfront will provide a copy of the certificate of insurance evidencing the above coverage, and naming CLHA as an additional insured. Waterfront will require its insurer(s) to waive all rights of subrogation against CLHA and its insurer(s).

6. Authority for Inspections

Waterfront understands that CLHA is a homeowners' association concerned with, among other things, the long-term quality of the waters of Christmas Lake. CLHA is not part of any state, county, city or other government authority and therefore does not have the authority of any unit of government. The authority for the inspection Services provided under this Agreement is the authority given to local government units under Minnesota Statute 84D.105, Subdivision 2, and in case of Christmas Lake, the authority given under this law to the City of Shorewood (which owns and controls the Christmas Lake public landing). CLHA has agreed with the City of Shorewood to arrange and pay for the inspection Services at Christmas Lake with Waterfront, and the City of Shorewood signs onto this Agreement below solely for showing its consent to the Services being provided at the Christmas Lake public landing by Waterfront under this Agreement for the 2023 boating season. The City of Shorewood assumes no obligations under this Agreement and Waterfront and CLHA acknowledge that there can be no liability of the City under this Agreement. To the fullest extent permitted by law, Waterfront and CLHA agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees arising out of either Waterfront or CLHA's performance of their respective obligations under this Agreement.

7. Independent Contractor

Waterfront, in providing the Services, is acting as an independent contractor and not as an employee or agent of CLHA. Waterfront controls the conditions, time, details and means by which it performs the Services. CLHA has the right to inspect the work of Waterfront or any of its Inspectors for the purpose of determining whether the work is completed in a manner consistent with this Agreement.

8. Governing Law

This Agreement shall be interpreted under and controlled by the laws of the State of Minnesota, and all disputes arising under this Agreement shall be resolved before the state or county courts in Hennepin County, Minnesota.

9. Notices

Any notice, request, demand or other communication required under of this Agreement must be sent either by U.S. mail, postage prepaid, or by email, to the addresses below. When sent by U.S. mail, the message will be deemed received on the 3rd day after its postmark date. When sent by email the message will be deemed received on the day it is sent provided it is sent before 5:00 pm. If an email is sent after 5:00 pm it will be deemed received on the next Business Day. Any message, which is received on a non-Business Day, will be deemed to be received on the next Business Day. "Business Day" means any day other than a Saturday or Sunday or day on which banks in the City of Minneapolis of generally closed to business.

Notices to CLHA should be sent to:

Christmas Lake Homeowners Association
Attn: Joe Shneider
21125 Christmas Lane
Shorewood, MN 55331
Telephone: 612-209-2075
Email: jshneider@icloud.com

Notices to Waterfront should be sent to:

Waterfront Restoration, LLC
Attn: Tom Suerth
P.O. Box 783
Long Lake, MN 55356
Telephone: (952) 356-0614
Email: tom@waterfrontrestoration.com

10. General

- A. Any amendment to this Agreement must be in writing and signed by both the Waterfront and CLHA.
- B. This Agreement, including and together with any related exhibits, constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior understandings and agreements, written or oral.
- C. No waiver by any party will be effective unless explicitly made in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege.
- D. This Agreement is binding on and inures to the benefit of the parties to this Agreement, and to their respective successors and permitted assigns.

IN WITNESS THEREOF, the parties have caused this Services Agreement to be duly executed intending to be bound thereby.

Christmas Lake Homeowner's Association

Waterfront Restoration, LLC

Todd T. Erickson, President

Thomas R. Suerth, President

Name Title

Name Title

Todd T. Erickson 04 / 19 / 2023

Thomas R. Suerth 04 / 19 / 2023

Signature Date

Signature Date

City of Shorewood (signing for the limited purpose stated in section 6 above)

By: City Administrator

Date: _____, 2023

Exhibit A - AIS Inspection Services Responsibilities

Note: All capitalized terms in this Appendix have the meaning given them in the Agreement.

Inspector Responsibilities:

1. Perform public education and water-related equipment inspection duties.
 - A. Effectively inspect and thermally decontaminate incoming and outgoing water-related equipment for ecologically harmful AIS and aquatic vegetation consistent with the DNR standards for AIS inspections by Level 1 inspectors for equipment that is not being thermally decontaminated, or standards for Level 2 inspectors for equipment that is being thermally decontaminated. Only Level 2 qualified Inspectors will perform thermal decontamination.
 - B. Thermally decontaminate incoming water-related equipment that is voluntarily presented for decontamination.
 - C. Thermally decontaminate all other incoming and outgoing water-related equipment to the extent authorized by the DNR.
 - D. Operate the vehicle gate during heavy traffic days consistent with the City of Shorewood Ordinance
 - E. Note that incoming water-related equipment is the highest priority and outgoing water-related equipment is a lower priority.
 - F. Communicate effectively the issues of AIS and other issues with recreational water-related equipment users and the public at large.
 - G. Distribute AIS educational materials.
 - H. As far as possible, keep the public access area weed and debris free
2. Provide timely and accurate paperwork and communication to CLHA.
 - A. Accurately collect data necessary to evaluate:
 - 1) the spread of AIS, 2) the effectiveness of AIS control measures, 3) the effects of public awareness, 4) the response of recreational water-related equipment users to this project, and 5) and other pertinent research information.
 - B. Accurately record, document, and process necessary administrative and field paperwork.
 - C. Forward the public technical inquiries to CLHA when required by this Agreement or as appropriate.
 - D. Communicate effectively with CLHA regarding new AIS infestations and developments in the field of controlling AIS.
3. Follow water-related equipment inspection policies, responsibilities, and procedures as established for DNR Level 1 AIS inspectors or, for Inspectors performing thermal decontamination, DNR Level 2 AIS Inspectors.
4. Perform other duties assigned by the Waterfront supervisor that are not inconsistent with the Services provided under this Agreement.

Knowledge, Skills, And Abilities Requirements For Inspectors:

1. Possess a high school degree or GED.
2. Certified as a DNR Level 1 and/or Level 2 AIS inspector.
3. Good physical health, with the capability of bending, climbing and lifting moderate weight no heavier than 20 lbs.

4. Ability to work and verbally communicate professionally and effectively with the general public.
5. Ability to work independently on assigned tasks, yet work as a team.

Inspector Staffing

1. 3 to 10 Inspectors (can be a combination of full-time and part-time) to cover average of 2 shifts per day, 7 days per week, including weekends and holidays.
2. On-call backup inspectors to be available for every shift. These may be a combination of inspector staff that are off-duty but paid on-call, and Waterfront employees whose primary role is a dive technician, but are trained as an Inspector in the event they are needed to cover a full or partial shift.

Technology/Software

1. Waterfront will provide mobile time-clocking software that includes GPS verification. The data collected by this software will be available for review by representatives of CLHA and Waterfront supervisory staff and management.
2. Inspectors will have available for their use a smartphone, whether their own phone or provided by Waterfront.

Monthly Performance & Compliance Report

Waterfront will provide CLHA with a report monthly (promptly after the end of each calendar month) showing the number and percentage of inspection hours required by the Agreement where inspector was not at the Location.

Inspector Equipment to be provided by CLHA

1. Tablet computers for inspection data input, with damage/replacement insurance and updated DNR software.
2. Thermal decontamination unit including containment pad(s)
3. Remote control for the vehicle gate
4. Other Supplies & Equipment- to be provided at CLHA discretion:
 - First Aid Kit
 - Crescent wrench
 - Extension mirrors
 - Flashlights
 - Magnifying glass
 - Copies of the Authorization Form for Transport of Prohibited Invasive Species and Aquatic Plants
 - Copy of the City of Shorewood AIS Inspection Ordinance

Services Outside of Scope

1. Any Services provided by Waterfront which are outside of scope will be separately agreed in writing between Waterfront and CLHA
2. Rates for services which are outside of scope
 - a. Inspectors: At the hourly rate specified in the Services Agreement Section 3. Price and Payment, plus Materials
 - b. Supervisors: \$40/hour plus materials. It is expected that a supervisor will accompany an Inspector for most services that are outside of scope.
3. Examples:
 - a. If Inspection Protocol requires significant training over and above what the DNR Provides
 - b. If additional training of inspectors is desired to improve inspection and/or decontamination protocol over and above the standard DNR training provided, and such training does not occur while inspectors are already on-clock on scheduled shift

Exhibit B - Christmas Lake Homeowner's Association Protocols for AIS Inspectors

Primary goals

1. Consistency and rigor – Completely inspecting every watercraft the same way, every time
2. Guarding the ramp (resting in your car is OK, but you must have your vehicle in front of the ramp so that no one gets in or out without being inspected).

Christmas Lake Storage Boxes

1. Be sure to keep the storage boxes locked whenever an inspector is not on-site.
2. Essential contents include:
 - a. Decontamination tools
 - b. Personal protection equipment (gloves, waders, etc.)
 - c. Spare tablet

Site readiness

1. At the start of the morning shift, unfold the containment mats, retrieve the inspections tools from the storage box, and assemble the rolling mirror.
2. Handoff the tools to the next inspector before leaving.
3. At the end of the evening shift, fold the containment mats and stow all inspection tools in the storage box
4. Remember that there is a spare tablet in the storage box

Failed inspections

Note: You are not responsible to help boaters correct their AIS inspection failure points. Advise them, but do not do it for them nor help them. It is their personal responsibility to bring a clean, drained, and dry watercraft to the AIS inspection.

Inclement weather (rain, lightning, thunder or snow)

If desired, find a safe location in Excelsior, but be on-site if and when the weather improves during your shift.

Abuse from Boaters

For these and other examples of abusive boater behavior:

- “You can’t inspect my boat”
 - “You can’t stop me from launching”
1. Call 911 for the Southlake Minnetonka Police
 2. Report the incident to Waterfront and CLHA

Miscellaneous:

If the gate is not up at 6 am, call Shorewood's Public Works emergency number 952-960-7914

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

RESOLUTION 23-

A RESOLUTION AUTHORIZING SIGNATURE ON A SERVICE AGREEMENT WITH THE CHRISTMAS LAKE HOMEOWNERS ASSOCIATION AND WATERFRONT RESTORATION, LLC TO PROVIDE AQUATIC INVASIVE SPECIES INSPECTIONS AT THE CHRISTMAS LAKE PUBLIC ACCESS

WHEREAS, the City entered into a Delegation Agreement with the MN Department of Natural Resources in 2022, designating the City of Shorewood a Governmental Unit for the purpose of enhancing the States' capacity to prevent the spread of aquatic invasive species (AIS) by enabling local governments to preform AIS inspections and manage access to water resources; and

WHEREAS, the City and the Christmas Lake Home Owners Association (CLHOA) have a history of collaboration in maintaining access to Christmas Lake and limiting the spread of AIS on Christmas Lake; and

WHEREAS, the City has previously signed service agreements with the CLHOA and Waterfront Restoration, LLC to provide Aquatic Invasive Species (AIS) inspection and the cleaning of water craft services to fulfill its obligations under the Delegation Agreement and desire to enter into a similar service agreement for 2023; and

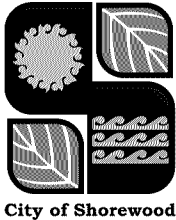
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Shorewood, Minnesota that the Service Agreement attached to this resolution is hereby renewed as presented and authorizes the City Administer to sign on behalf of the City of Shorewood.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 24th day of April, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Approve Permanent Appointment of Park/Recreation Director Janelle Crossfield

Meeting Date: April 24, 2023

Prepared by: Sandie Thone, City Clerk/Human Resources Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: None

Item 2H

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

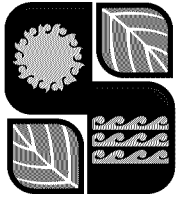
Background: On November 3, 2022, Janella Crossfield began her employment with the City of Shorewood as the Park and Recreation Director. During the past six months, Janelle has proved to be a valuable member of the Shorewood team of department directors and has made some significant contributions in her first six months of employment. Janelle has a great vision for the Park and Recreation Department and the Shorewood Community and Event Center, and has already begun making a positive impact in both of these areas. Janelle is professional and thoughtful, getting along well with the team. She displays the City's core values of *Respect, Integrity, Communication, Positive Attitude, Team Work, and Responsiveness* in her work. Janelle has been fully successful in her work responsibilities and has met or exceeded many of the City's expectations in her first six months of employment. Janelle is being recommended for permanent appointment in the capacity of Park/Recreation Director for the City of Shorewood.

Financial Considerations: As delineated below.

Action Requested: Staff respectfully recommends the city council approve Janelle Crossfield's permanent appointment and that her exempt salary rate be advanced from Grade 11, Step F of the City's 2023 Compensation Schedule of \$86,112 to Grade 11, Step Max of \$89,083 effective at the completion of her 6-month anniversary effective May 3, 2023, and upon approval of her permanent appointment based on her exemplary performance to date and her demonstration of the City's desired core values and attributes.

Motion, second and simple majority vote required.

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.*



Title/Subject: Approving Hire of Ethan Palm Community Center Attendant
Meeting Date: Monday, April 24, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Mark Nevinski, City Administrator
Attachments: NA

Item 21

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

Background:

The city most recently recruited candidates for the Community Center Attendant Position. Ethan Palm was selected for the position based on his knowledge of City parks, previous employment with a local athletic association and senior living community as well as an enjoyment in interacting with people.

Ethan is a resident of Shorewood and is finishing up his B.A. in History with a minor in Political Science. He is planning to pursue graduate studies.

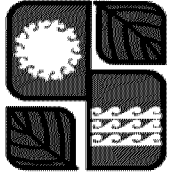
Financial or Budget Considerations:

Staff is recommending Ethan’s compensation rate be set at Grade 1, Step B of Shorewood’s Compensation Plan of \$14.33 hourly. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment. The position is non-exempt and PERA eligible.

Action Requested:

Staff respectfully recommends the city council approve Ethan Palm’s appointment as a probationary employee in the capacity of Community Center Attendant for the City of Shorewood. Motion, second and simple majority vote required.

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



City of Shorewood

City Council Meeting Item

Title/Subject: Accept Quotes and Award to Toppers & More
Meeting Date: April 24, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Capital Improvement Plan Excerpt
 Toppers & More Quote
 Truck Mate Toppers Quote

<p>2J MEETING TYPE Regular Meeting</p>

Background in Recommendation:

The 2023 Capital Improvement Plan (CIP) water fund has an amount of \$38,400 to replace the water van. After consideration of departmental fleet needs, public works recommends foregoing the purchase of a new vehicle to replace the water van and permanently assign an underutilized Ford F150 pickup to the utility crew.

Capital funds are needed to make necessary improvements to the pickup for covered storage and tool and part organization. The city received two quotes (attached) for a truck bed topper and storage system.

Financial or Budget Considerations:

Adequate funding exists in the 2023 CIP – 601 Water Fund (item 077) in the amount of \$38,400. The quote of \$7,407 is below budget.

Action Requested:

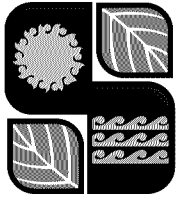
Motion to approve the purchase of a truck bed topper and storage system in the amount of \$7,407.00.

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

Source	#	Priority	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Edgewood Rd reclaim	ST-21-01	n/a									1,748,746		1,748,746
Strawberry Court reclaim	ST-22-01	n/a	256,283										256,283
Peach Circle reconstruction	ST-22-02	n/a	376,866										376,866
Strawberry Ln reconstruction	ST-23-01	n/a	2,434,004										2,434,004
Grant Lorenz Rd reclaim	ST-23-02	n/a							1,211,496				1,211,496
Eureka Rd N Reclaim	ST-23-03	n/a			1,553,204								1,553,204
St. Albans Bay Road	ST-23-04	n/a	106,000										106,000
Vine Ridge Road Watermain	ST-23-05	n/a			923,037								923,037
TH 7 Corridor Study - Church Road to Oak Street	ST-23-07	n/a	50,000										50,000
Birch Bluff Rd reconstruction	ST-23-99	n/a	3,625,200										3,625,200
Noble Rd recon	ST-24-01	n/a					1,825,321						1,825,321
Noble Rd Reclaim	ST-24-02	n/a					620,549						620,549
Galpin Lake Rd/Trail	ST-24-03	n/a					1,607,744						1,607,744
Chaska Road Trail	ST-27-01	n/a					936,758						936,758
Mill Street Trail Construction - Led by Hpn County	ST-27-03	n/a			905,172								905,172
Mill Street Trail ROW - County Led	TR17	n/a		168,540									168,540
404 - Street Reconstruction Fund Total			7,148,353	1,035,340	4,286,921	315,000	6,113,307	325,000	2,293,311	335,000	2,933,485	345,000	25,130,717

601 - Water Fund

Truck - Ford 550 w/crane, Utility Truck 50%	007	n/a						101,250					101,250
Air Compressor - Ingersoll Rand 185	038	n/a			34,200								34,200
Dodge Grand Caravan (Pool) - Water	077	n/a	38,400										38,400
Edgewood Rd reclaim	ST-21-01	n/a									1,022,135		1,022,135
Strawberry Court reclaim	ST-22-01	n/a	203,608										203,608
Peach Circle reconstruction	ST-22-02	n/a	169,373										169,373
Strawberry Ln reconstruction	ST-23-01	n/a	659,459										659,459
Grant Lorenz Rd reclaim	ST-23-02	n/a							751,815				751,815
Vine Ridge Road Watermain	ST-23-05	n/a			896,835								896,835
Birch Bluff Rd reconstruction	ST-23-99	n/a	941,280										941,280
Noble Rd recon	ST-24-01	n/a					550,011						550,011
Galpin Lake Rd/Trail	ST-24-03	n/a					634,453						634,453
Mill Street Trail Construction - Led by Hpn County	ST-27-03	n/a			2,620,235								2,620,235
Rebuild Well Pump SE VT Well	W-19-05	n/a			25,000								25,000
Rebuild Well Pump Amesbury VT Well	W-20-05	n/a				25,000							25,000



City of Shorewood

City Council Meeting Item

Title/Subject: Adopt Resolution Approving a Special Assessment
6060 Strawberry Lane

Meeting Date: April 24, 2023

Prepared by: Marc Nevinski, City Administrator

Attachments: Assessment Agreement
Resolution Approving and Adopting a Special Assessment

Item 2K

Background:

To assist in managing the cost of connecting to City water, the City allows homeowners to request the water access charge (WAC) of \$10,000 be specially assessed to their property and paid through property taxes through an assessment agreement. The owners of 6060 Strawberry Lane wish to enter into such an assessment agreement pursuant to Minnesota Statutes Chapter 429.

The special assessment will be certified to taxes and will be payable in five annual installments beginning in 2024 at an interest rate of 5.0%. The assessment will run with the property and the owner may pay off the assessment balance at any time. The owners also wave any rights to appeal the assessment, and the agreement will be recorded against the property.

Financial or Budget Considerations:

Connecting to City water provides revenue which supports the City’s water utility fund.

Action Requested:

Motion to adopt the resolution approving and adopting a special assessment agreement for 6060 Strawberry Lane, Shorewood, Minnesota and authorizing the Mayor to sign the assessment agreement.

ASSESSMENT AGREEMENT

THIS AGREEMENT is made this 24th day of April , 2023, by and between the City of Shorewood (SHOREWOOD), a municipal corporation organized under the laws of the State of Minnesota, located at 5755 Country Club Road, Shorewood, MN 55331 and Strawberry Lane, LLC, 7455 France Ave s #351, Edina, MN 55435 (OWNER).

RECITALS

WHEREAS, the OWNER is the owner of the real property located at: 6060 Strawberry Lane, Shorewood, MN, 55331; PID: 32-117-23-34-0060, legally described as follows:

That part of Lot 39 lying North of the South 257.55 feet thereof, that part of Lot 40 lying West of a line parallel with and 16.5 feet West of the East line thereof and North of the South 257.55 feet thereof; "Minnewashta". ("SUBJECT PROPERTY")

WHEREAS, the OWNER desires to connect to the municipal water supply; and,

WHEREAS, the present Water Access Charge is \$10,000; and

WHEREAS, the OWNER requests that the full amount of the Water Access charge be assessed against the SUBJECT PROPERTY pursuant to Minn. Stat. Ch. 429.

AGREEMENT

NOW THEREFORE, pursuant to the mutual agreements provided herein, it is agreed by and between the CITY and the OWNER as follows:

1. The OWNER represents and warrants that he is the OWNER of the SUBJECT PROPERTY and that he has full legal authority to encumber the SUBJECT PROPERTY and that as of the date of the execution of this agreement, the OWNER has fee title to the SUBJECT PROPERTY subject only to the liens, interests or encumbrances of record.

2. The OWNER understands and requests that the City levy the Water Access Charge assessed against the PROPERTY in the amount of **\$10,000.00** ("Assessment").
3. The OWNER understands and agrees that SHOREWOOD will provide that the Assessment is payable in five (5) annual installments without deferment and will bear an interest rate of five (5.0) percent per annum. The Assessment shall be deemed adopted on the date this Agreement has been signed by all parties. The installments shall begin with taxes paid in 2024 and collected with the ad valorem taxes at the times due as determined by Hennepin County.
4. The OWNER agrees that the covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the OWNER and shall encumber the PROPERTY in accordance with the agreements described herein.
5. The OWNER its successors and assigns, waives any and all procedural and substantive objections to the Assessment including but not limited to public hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
6. The OWNER, its successors and assigns, hereby unconditionally releases and forever discharges the City, its elected officials, employees, agents and insurers from any and all claims and causes of action of whatever kind or nature that is in any way connected with the Assessment.

This Agreement shall be binding upon Property Owner and its successors and assigns. This Agreement shall run with the land and may be recorded against the title to the Subject Property.

[Remainder of page is intentionally left blank.]

Signature pages follow.]

OWNER

By: _____

Date: _____

By: _____

Date: _____

CITY OF SHOREWOOD

By: _____

Date: _____

Its _____

By: _____

Date: _____

Its _____

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

The foregoing ASSESSMENT AGREEMENT dated _____ was sworn and subscribed before me in person this ____ day of _____, 20__ by _____ and _____.

Notary Public

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

The foregoing ASSESSMENT AGREEMENT dated _____ was sworn and subscribed before me in person this ____ day of _____, 20__ by Jennifer Labadie, Mayor, and by Sandie Thone, City Clerk of the City of Shorewood (a Minnesota Municipal Corporation), who are personally known to me, on behalf of the Corporation and pursuant to the authority of the City Council.

Notary Public

CITY OF SHOREWOOD

RESOLUTION NO. 23-040

A RESOLUTION APPROVING AND ADOPTING A SPECIAL ASSESSMENT

WHEREAS, Strawberry Lane LLC, 7455 France Avenue South, #351, Edina, MN 55435, a Minnesota limited liability company, (“Owner”) has requested that the Shorewood City Council specially assess water access charges that affect Owners’ property at 6060 Strawberry Lane, Shorewood, Minnesota (PID 3211723340060) and legally described in Exhibit A attached hereto (“Subject Property”); and

WHEREAS, the City has received the following signed Assessment Agreement, Exhibit B attached hereto, waiving all applicable assessment procedural requirements and requesting to be assessed for the water access charge in the amount itemized therein for the Subject Property.

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

1. The signed Assessment Agreement is hereby accepted and approved.
2. The water access charge amounting to \$10,000.00 is hereby adopted and shall constitute a special assessment against the Subject Property and hereby made part of this Resolution by reference and that the tract of land therein included is hereby found to be benefited by the charge and connection to municipal water in the amount of the assessment levied against it.
3. Such assessment shall be payable in equal annual installments without deferment extending over a period of five (5) years, the first of the installments to be payable with taxes paid in 2024 and shall bear the interest rate of 5.0% per annum from the date of adoption of this assessment Resolution.
4. The Owners, at any time prior to certification of the assessment to the County Auditor, may pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and such owner may at any time thereafter, pay the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year. The Owners may also at any time prior to November 15, of any year, pay the remaining unpaid principal balance with interest accrued to December 31 of the year in which such prepayment is made.
5. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County.

Adopted by the City Council of the City of Shorewood this ___th day of April, 2023.

Mayor Jennifer Labadie

ATTEST

Sandie Thone, City Clerk

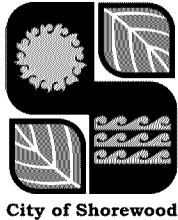
Exhibit A

Legal Description

That part of Lot 39 lying North of the South 257.55 feet thereof, that part of Lot 40 lying West of a line parallel with and 16.5 feet West of the East line thereof and North of the South 257.55 feet thereof; "Minnewashta".

Exhibit B

[Assessment Agreement]



City Council Meeting Item

Title/Subject: Approve 2023 Integrated Pest Management Workplan
Meeting Date: April 24, 2023
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Marie Darling, Planning Director; Janelle Crossfield, Park and Recreation Director; Matt Morriem, Public Works Director

Attachments: 2023 IPM Workplan
Open House Boards
Community Input Report

Item
5A

Background:

Following review and comment by the Council on March 27, 2023, and a community engagement period which included both an in-person open house and an on-line storyboard and survey, staff has prepared the 2023 Integrated Pest Management Workplan.

The open house was held on April 17th. Approximately seven residents and seven elected or appointed officials attended. Additionally, seven people participated in the online storyboard and survey, and three emailed comments. Information about these engagement opportunities was shared on the City's message board, the City website, social media (276 followers), and email listserv (849 subscribers with 68% of emails opened).

Based on feedback by the Council and the engagement event, the workplan includes the following:

- There was general agreement with the proposed vision and strategy.
- Minimizing weed growth on athletic fields, and prioritizing resources on Freeman Park, followed by Cathcart and Manor parks.
- Tolerating higher amounts of weeds in open areas and other parts of the parks.
- Completing alum treatment and safer chemical treatment of Manor Pond.
- In 2023, determine the feasibility of options to address turf conditions in Badger Park in 2024.
- Maintaining trails using hand and weed whips in the following priority: Smithtown Trail, Vine hill, with lowest priority given to the Minnetonka Country Club open space trails.
- The public was split on emerald ash borer, about ½ though proactive treatments were important, the other half suggested stopping treatments and removing the trees when they are infected. Staff will continue to evaluate the City's EAB response and prepare a future recommendation.

Financial or Budget Considerations: The City Council has budgeted \$45,000 toward implementing the IPM plan in this first year.

Action Requested:

Motion to approve the 2023 Integrated Pest Management Workplan for 2023.

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

2023 INTEGRATED PEST MANAGEMENT WORKPLAN

Introduction

In March of 2022 the Council commissioned a study by the IPM Institute of North America, Inc. to assist the city in developing an integrated pest management plan to provide guidance and recommendations for the City's pesticide and herbicide practices that would be consistent with the 2014 and 2022 council resolutions. Following completion of the study and initial discussions with the Council at its 2023 retreat, staff has prepared the attached workplan to begin implementing and evaluating recommendations from the IPM study during the 2023 growing season. The 2023 workplan is proposed with the long-term goal of providing high-quality, well-maintained parks, fields and amenities in Shorewood that meet community expectations in an environmentally conscious manner.

Actions

1. Athletic Fields – Freeman, Cathcart and Manor Parks

- Based on feedback from the April 17, 2023 open house prioritizing turf maintenance of the athletic fields at Freeman Park is highest, followed closely by those at Cathcart and Manor Parks.
- Turf maintenance of athletic fields to include:
 - Aerating, overseeding, weed control and fertilization.
 - Maintenance completed with the guidance of the IPM Audit and Recommendations:
 - Pesticide free or fully organic treatments focusing on improving soil conditions are preferred.
 - Chemicals labeled by the EPA with signal word DANGER that indicate high toxicity are prohibited.
 - Chemicals labeled by the EPA with signal word WARNING that indicate moderate toxicity may be used in a targeted manner.
- Reference: IPM Audit and Recommendation Report, pages 9-11 & Implementation Plan, pages 47-55
- The city will coordinate turf maintenance of fields as follows:
 - Freeman and Cathcart Park baseball fields: Minnetonka Baseball Association (MBA)
 - Freeman Park softball fields: Minnetonka Girls Softball Association
 - Freeman Park soccer fields: Tonka United Soccer Association
- Mowing responsibilities:
 - Soccer and softball fields at Freeman Park – City
 - Non-athletic field open space in Freeman and Cathcart Parks - City
 - Baseball fields at Freeman and Cathcart Parks – Minnetonka Baseball Association
 - Manor Park - City

2. Manor Park Pond

The city will work with a contractor for the treatment of Manor Pond taking into consideration the recommendations of the IPM Audit and Recommendation Report and Implementation Plan.

3. Freeman Park Buckthorn Removal

The city received a grant from the DNR in the amount of \$50,000 with a \$20,000 match to conduct buckthorn removal in Freeman Park. The city will hire a contractor to mechanically remove as much buckthorn as allowed by the budget. This includes using Pathfinder to keep the buckthorn from regrowing.

The product will be daubed on the stumps to control the application. This method may result in some removal of other species of plants. Future maintenance may include utilizing goats to remove new growth followed by placement of understory plantings, including grasses, trees, and shrubs. Periodic, ongoing maintenance to remove invasives will be needed.

4. General Weed Abatement

- Feedback from the April 17, 2023 open house indicated a higher tolerance for weeds in open areas.
- For general weed abatement on city trails, sidewalks, median, parking lots and any other locations, the city will utilize mechanical (weed whip, lawn mower, etc.) or physical (hand pulling, hand trimmer) means for removal. The method used will depend on the location and conditions.
- Seek input from city staff on continued maintenance of these areas and revise the work plan accordingly.
- Priorities from the April 17, 2023 open house prioritize maintenance of Smithtown Trail and attention to Vine Hill Road Trail. Growth along the trails within the Minnetonka County Club development should be monitored and cut to prevent the spread of invasives.

5. General

- The city will develop formal agreements with all athletic associations that utilize city parks. Agreements will include documented roles, responsibilities and expectations for field maintenance.
- The city will develop a tracking and audit system for work completed by athletic associations, contractors and city forces.

6. Future Projects

- Emerald Ash Borer
 - The City's contracted arborist, Davey Resource Group (DRG), has identified ash trees (see Exhibit B for locations) that have been previously treated to protect from EAB.
 - The city will inspect and review each treated ash tree. Inspection will include whether the trees are viable and their importance to the surrounding area (sun cover, etc.)
 - The city will consult with DRG regarding the identified treated ash trees and the effectiveness of continued treatment and frequency of treatments.
 - Provide recommendations regarding EAB injections to council.
 - Reference: IPM Audit and Recommendation Report, pages 13-14
- Badger Park Recreation Spaces – 2024 Project
 - In 2023, staff will determine feasibility to improve turf restoration in open space areas. Determine if it is best to contract work, complete the project in-house, or a mix of both. (See Exhibit A - subject area at Badger Park.)
 - Consider the following solutions:
 - Amend the soil, treating the deficiencies following the recommendation in the IPM Plan
 - Replace section of turf with black dirt and seed/sod
 - Reference: IPM Audit and Recommendation Report, pages 9, 11-12 & Implementation Plan, pages 47-55

Workplan Estimated Budget

DNR grant match (Buckthorn Removal)	\$20,000
Manor Park Pond Treatment	\$3,500
Freeman, Cathcart & Manor Parks.....	\$15,000
Professional Services (EAB, etc.)	\$6,500
Total (2023)	\$45,000

Exhibit A
Subject Area, Badger Park



Exhibit B

Key Ash Tree / Treatment Location

FREEMAN PARK





The remainder of trees identified for EAB injections are not yet mapped but are in the following city parks:

- Cathcart Park – 11 ash trees
- Manor Park – 4 trees
- Silverwood Park – 13 trees

INTEGRATED PEST MANAGEMENT OPEN HOUSE
Community Input Report
April 19, 2023

SUMMARY

On Monday, April 17, 2023, the City of Shorewood hosted an open house to get feedback on the strategy for the first year of the IPM plan to convert public spaces from traditional chemicals to pollinator-safe chemicals. Responses were accepted in-person from 4:30-6:30pm and online through 12pm on April 19. 7 community members and 7 elected or appointed officials attended this event in-person. 10 individuals submitted responses online . This summary outlines feedback received.

EVENT OUTREACH

Prior to the in-person open house, the event was promoted by staff via email, social media, and website.

- **Facebook Event:** 5 people responded (3 went; 2 interested)
- **Social Media Posts:** 4 posts across FB and IG; reach 276; engagement 7
- **Email:** 1 email sent to 849 subscribers; 581 opens (68.4%); 8 clicks (0.9%)
- **Nextdoor:** 126 impressions; 2 engagements
- **Direct contact:** Emails to athletic associations and interested individuals.
- **City Message Board:** *Trees, Bees and Weeds*

FEEDBACK

The figures below reflect both in-person and online survey feedback, unless noted with an asterisk (), in which case the figures are only from the in-person open house. The written comments contained in this section were received in-person at the open house and online. Additional comments received via email are contained in the following section of this report.*

The online story map was made available for individuals to submit feedback virtually. 7 individuals participated.

STRATEGY*

I disagree	I somewhat disagree	I'm neutral	I somewhat agree	I agree
			4	2

RATE YOUR WEED TOLERANCE

	Low	Moderate	High
Open Spaces		5	8
Program Spaces	2	5	6
Athletic Fields	5	2	6

Comments (online, How would you rate your turf maintenance practice?):

- Flowering weeds are one of the first foods for our many many native bees. It's a priority to help these bees survive. Not that long ago clover, for example, was a part of everyday turf/grass seed. It's only in the last decade or so that people view weeds as bad. Minneapolis has park covered in clover and dandelions. It's gorgeous and a win for the environment. Plus, bees and weeds aside why would we put poison on our turf/grass when our children and pets play so closely to it?
- My belief that a moderate amount of weeds in most instances are acceptable is because this will significantly reduce the number of occasions when chemicals will be required. I like the approach of aeration, overseeding, and nutrients to strengthen the desired grasses so they can, over time, better compete with the weeds.

- On board - do not use products with signal word DANGER. Agreed Comment on warning or caution needs more context? Handling, near water source, etc - difficult to discern.
- Good communication with residents and users is critical so the changes are not perceived as poor maintenance.

PRIORITY AREAS

ATHLETIC FIELDS	Freeman Park Fields	Cathcart Park Ball Field	Manor Park Multi-Use Field
Low	1	4	6
Medium	3	6	5
High	10	2	1

Comments (online, how should the City prioritize turf maintenance and other activity for the following athletic fields?):

- All the fields are a priority but Freeman is used as not just for baseball but walking the trails, soccer, two play structures.
- Bigger concern to maintain access for those with disabilities.

OPEN SPACES	Silverwood Park	Cathcart Park	Minnetonka Country Club	Freeman Park
Low	8	6	10	1
Medium	4	2		3
High		2	1	8

Comments (online, how should the City prioritize turf maintenance and other activity for the following open spaces?):

- None
- Silverwood park at the base of the hill should still be mowed as it is used for picnics and games of catch for families. Those areas in all parks should be maintained so the balls and frisbees don't get lost.

TRAILS & SIDEWALKS	Smithtown Trail	Minnetonka Country Club	Vine Hill Road Trail
Low	2	10	6
Medium	5	2	5
High	6	1	2

Comments (online, how should the City prioritize turf maintenance and other activity for the following trails and sidewalks?):

- The country club development allows homeowners to put poison on their lawns if I'm correct. Why not let some of it be natural? Help educate. My suggestion is to place signs that say we are choosing not to put poison on our turf/lawns. Enjoy the beautiful flowers.
- Please do not use unsafe chemicals. Educate the citizens. Education is important for the community to care for the environment. Educate Minnewashta school kids.

SPECIAL PROJECTS	Manor Pond Algae Treatment	Badger Park Turf Remediation
Low	2	1
Medium	4	4
High	4	4

Comments (online, how should the City prioritize turf maintenance and other activity for the following other projects?):

- None
- Many of our parks have ponds. Should all be treated the same, safe for the ecosystems that rely on them. We should make sure we are not maintaining a "golf-course" aesthetic.

(in-person) **Please comment on the Strategies to Implement the Vegetation Management plan for the First Year**

- Why don't we plant more native grasses and plants in parks. Why the need for so much turf?
- I think there's room for everything. Athletic fields should be weed free. Immediate areas should be allowed to have weeds maybe 20-30%. Areas with little or no traffic – keep it natural. Shorewood tree sale increase flowering trees

EMERALD ASH BORER

Select the option you like best and tell us why		
Proactively treat key ash trees	Stop chemical treatment and proactively remove and replace ash trees over time	Remove only ash trees with EAB
6	7	1

Please comment on the Emerald Ash Borer Strategy (in-person)

- Proactively treating ash borer is the best method in my opinion. If/when trees need to be cut down, replace with a bee friendly tree such as lilac, crabapple, etc.
- Get rid of discarded trees ASAP and work on planting other trees to replace them
- Treat key ash trees and remove others as they become infected
- Perhaps a city-subsidized discount for multiple ash tree removal – (cost prohibitive, private property)
- Proactive removal – plant for future generations

Which EAB treatment option do you prefer? (online)

- I support treating the ash trees as they provide shade and home to many animals and insects.
- Emerald ash bore treatment negatively impacts other insects. More education is needed.
- Look into grants for residents who have multiple ash trees on their private property. Removal can be costly, dead trees can be dangerous.

BUCKTHORN*

Please comment on the Buckthorn Removal Strategy

- Buckthorn is not native although they're considered a great source for bees, nectar and pollen up to 50 days!
- Marie has all of my comments from neighbors and dog walkers in re: Freeman Park. Major issues:
 - Large machinery removing more than buckthorn
 - Maintenance year-year
 - Hedge rows behind homes currently protected
- Hooray for mechanical removal and no use of chemicals that will (or could turn out to be) a danger to our air, water, soil, children, dogs, elders, ecosystems.
- Large machines remove more than buckthorn
- Annual maintenance to prevent buckthorn from growing back
- Remove from city-owned ROWS

GENERAL COMMENTS

- Sidewalk on Yellowstone Trail priority #1
- Freeman Park walking trails have need for new stone/gravel to firm up all the mud.
- Idea: City supported plant sale – like the high school prom fundraiser. City buys (or takes orders for) pollinator, bird/butterfly friendly plants – Minnesota native, from a wholesale plant source and pass through savings to Shorewood residents. Source for these is hard to come by – lots of travel and \$
- Most importantly we need a city strategy on our environmental health – water trees, a healthy ecosystem. This is the most important investment for the future.
- Buckthorn – control/extraction
 - Objectives
 - 1st cut and paint stumps
 - 2nd establish a green cover (no mow rescue/fescue grass)
 - 3rd replant with trees/shrubs
 - Amesbury
 - Buckthorn removal project (10 year) – pull, dig, cut and paint, follow up with...
 - ...green ash trees (over 52 acres) remove 600 green ash. Replace with 84 new 4-5 inch trees
 - Reworked Spent firms and plants/plots
- I feel safest on grass that has weeds in it because I conclude that dangerous chemicals have not been used. My aesthetic sense is pleased when I look at healthy ecosystems with diverse/natural/native plants, animals, etc. In my yard, I hand pull alien invasive species in areas that are kept wild, but keep some mowed areas that are always cut before problem seeds can form.

EMAILS RECEIVED

2 individuals emailed their feedback directly to cityhall@ci.shorewood.mn.us in response to the Open House event. An additional email is feedback received in 2022.

Email 1: *Regarding buckthorn removal...Clear cutting should not be used in Freeman Park since there are other smaller "good" trees. These include crabapple trees that are in the west end of the park. Someone would have to use a manual chainsaw to thin buckthorn. Thanks.*

Email 2: *A neighbor just sent me info that was news to me, and very exciting, about battling invasive buckthorn--in case it's useful: Advice From Northerngardener.org which involves exhausting the larger plants by simple pruning over approx. two years. Thx! Link: https://northerngardener.org/natural-buckthorn-control/?fbclid=IwAR1bS1aJme48qztxwtBbl_vl9odosytAN6XcyV28h6iOf-k8Lu71XkaQMXk*

Email 3 (from resident in 2022):

I count as many as 29 property owners that may want to provide input to the plan.

Here are my questions:

- 1. Will there be a completed lot survey done for each owner's property prior to forestry mulcher/mowing. If not, why?*
- 2. Will the city solicit input from each property owner to ensure concerns are met? If not, why?*
- 3. What is the plan to repair damaged walking trails from machinery? I have been waiting 2 years for the city to repair Bobcat ruts around the trails to no avail.*
 - a. Will all walking trails be re-stoned, widened and groomed upon work completion? If not, why?*

4. *Smaller Trees: the woods are full of thousands of smaller trees (between 4"-8") that need to survive. I'm concerned that the forestry mulcher will remove a large portion of these trees. What is the plan to keep these trees to ensure the future growth of the forests?*
5. *Private Property: some people who have cleared their land to the trails edge have experienced trespassers on their property. Apparently these people thought it was part of Freeman Park. What preventative plans are being considered to deter trespassing? What suggestions have been considered?*
6. *What native plants are being considered for reseeded?*

COMMENTS:

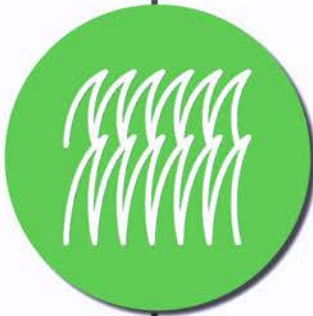
- a. *Buckthorn Regeneration: My experience with forestry mulching of buckthorn is that the machinery does not grind deep enough to remove the stump or roots therefore re-growth is inevitable. Small buckthorn is typically 2" - 4" underground whereas mature buckthorn trees can be as much as 10" deep.*
- b. *Buckthorn mulch/chips can re-seed itself. This is not a myth. Without a herbicide treatment the buckthorn growth is likely to come back greater than it is today. What is the plan for years 3 and beyond to control the buckthorn re-growth in the park? Is anyone thinking about this? It may look fine for a few years but if not controlled/maintained we'll be right back where we started in a few short years.*
- c. *I'm not a big fan of the goats as I believe it's a waste of taxpayer dollars. Everyone I talked to said it works for a short period of time but the buckthorn always comes back. Also, won't the goats eat the newly planted native plants?*
- d. *Based on my experience in the tree service industry I would like to offer my time and expertise in these matters wherever you think I can be of service.*

Background



2014

The City adopts Resolution 14-066 endorsing “bee-safe” policies and procedures.



2021

The City determines turf management practices are not inline with the resolution.



2022

The Integrated Pest Management Institute of North America, Inc. prepares recommendations for the City’s turf management practices.

The City adopts Resolution 22-135 modifying the 2014 resolution.



2023

Staff prepares draft workplan to implement and evaluate recommendations from the IPM study during the 2023 growing season.



Vision

The City of Shorewood will provide high-quality, well-maintained parks, fields, and amenities that meet community expectations by prioritizing mechanical maintenance and nutrient enhancement and the minimal use of chemicals.

Strategy

The following strategy is proposed for 2023

- Prioritize aeration, overseeding, and nutrient enhancement
- Implement minimal and targeted chemical use when necessary
- Do not use products with signal word DANGER (when necessary, use only products labeled warning or caution)
- Evaluate effectiveness of strategy for 2024

Comments

Post comment here or online.



I disagree.

I somewhat disagree.

I'm neutral.

I somewhat agree.

I agree.

Rate Your Weed Tolerance

Considering the images (right), how would you rate your tolerance for weeds in open spaces, programmed spaces, and athletic fields?



Low

Zero to minimal weeds

Moderate

Mostly grass, but some amount of weeds are OK

High

A 50/50 mix of grass and weeds is perfectly fine

Low

Medium

High

Priority Areas

The 2023 budget includes limited funds for turf maintenance and other related activity. What areas should the City prioritize?

Athletic Fields



Freeman Park Fields



Cathcart Park Ball Field



Manor Park Multi-Use Field

Low			
Medium			
High			

Open Spaces



Silverwood Park



Cathcart Park (not athletic fields)



Minnetonka Country Club Open Space



Freeman Park (not athletic fields)

Low				
Medium				
High				

Priority Areas

The 2023 budget includes limited funds for turf maintenance and other related activity. What areas should the City prioritize?

Trails & Sidewalks



Smithtown Trail



Minnetonka Country Club Trails



Vine Hill Road Trail

Low

Medium

High

Special Projects



Manor Pond Algae Treatment



Badger Park Turf Remediation

Low

Medium

High



Emerald Ash Borer

Select the option you like best and tell us why

Proactively treat
key ash trees

Stop chemical treatment and proactively
remove and replace ash trees over time

Remove only ash
trees with EAB

Post comment
here or online.



Emerald Ash Borer (EAB) is an invasive species which has killed millions of ash trees. The Minnesota Department of Agriculture lists Shorewood as being in a *Generally Infested Area*.

In the past, Shorewood has chemically treated key ash trees in its parks.

Buckthorn Removal



Buckthorn, an invasive species, is prominent in Freeman Park

The City has received a \$50K DNR grant (+ \$20K local match) to remove Buckthorn.

Buckthorn removal will include:



Mechanical removal



Daubing of stumps with a product that is listed with warning on the label to kill roots

Future maintenance can include:



Removal of new growth using goats



Replanting with a combination of trees and understory plantings

CITY OF SHOREWOOD
PLANNING COMMISSION MEETING
TUESDAY, April 4, 2023

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

DRAFT MINUTES

CALL TO ORDER

Chair Eggenberger called the meeting to order at 7:00 P.M.

ROLL CALL

Present: Commissioners Eggenberger, Holker, Johnson, Huskins; Planning Director Darling; Planning Technician Carlson

Absent: Commissioner Gorham, Council Liaison Maddy

1. APPROVAL OF AGENDA

Holker/Huskins moved, Huskins/Holker seconded, approving the agenda for April 4, 2023, as presented. Motion passed 4/4.

2. APPROVAL OF MINUTES

- **March 7, 2023**

Commissioner Holker indicated that on page 2 of the minutes that she asked the question if the proposal had been formally presented to the City of Tonka Bay rather than stating that the proposal had not been formally presented.

Staff indicated that they would make the change.

Johnson/Holker moved, Holker/Johnson seconded, approving the Planning Commission Meeting Minutes of March 7, 2023, with the change indicated by Commissioner Holker. Motion passed 3/0/1. Commission Huskins abstained due to absence at the March 7, 2023 meeting.

3. MATTERS FROM THE FLOOR – NONE

4. PUBLIC HEARINGS

Chair Eggenberger explained the Planning Commission is comprised of residents of the City of Shorewood who are serving as volunteers on the Commission. The Commissioners are appointed by the City Council. The Commission’s role is to help the City Council in determining zoning and planning issues. One of the Commission’s responsibilities is to hold public hearings and to help develop the factual record for an application and to make a non-binding recommendation to the City Council. The recommendation is advisory only.

A. PUBLIC HEARING – Rezoning and PUD Concept Plan for a Twin Home Development

**Applicant: TSML Properties LLC
Location: 24250 Smithtown Road**

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 7, 2023

Page 2 of 4

Planning Director Darling summarized the request and the staff report for the application submitted by TSML Properties, LLC to rezone the property at 24250 Smithtown Road and for a PUD concept plan for 7 townhomes which would be individually owned. Darling explained that the concept plan does not meet the density requirements of the Comprehensive Plan.

Commissioner Holker asked what the next step in the process would be if the Planning Commission decided to recommend approval.

Planning Director Darling explained that if the application moves forward to the City Council and they find it should be approved, the applicant will need to come back for a PUD development plan and Preliminary Plat, a PUD final plat and Final Plat.

Commissioner Huskins asked what role Planning Commission will have in subsequent steps of PUD process if we send a recommendation to proceed to City Council on the Concept Plan and they decide to approve to proceed.

Director Darling replied that the Planning Commission will hold subsequent public hearings but that our highest degree of discretion was at the Rezoning/Concept stage.

Todd Simning, applicant, explained the changes made from the first plan. One unit was removed from the plan, adding more space from the property line and the Public Works building.

Commissioner Huskins asked what the listing price for each unit will be.

Todd Simning stated that the unit will be listed for \$1.1 to \$1.2 million. He stated the units are intended for people that want to continue to live in Shorewood but are in a transitional phase in their life and want to live in a place with less maintenance.

Commissioner Huskins stated he had concerns about the affordability of these homes as filling the need for the "transitional phase" home and the density of the development.

Commissioner Huskins noted that in the last meeting it was said that it wouldn't be feasible to remove one building and asked why it is now feasible.

Todd Simning explained that he asked for his contract to be adjusted to make the project to be able to move forward and the interested parties agreed. Without that agreement the project could not have moved forward..

Commissioner Johnson asked what type of plants will be added to the site and how the type of trees were chosen. Todd Simning introduced Kevin Teppen, Civil Site Group, Engineer/Landscape Architect.

Kevin Teppen, Civil Site Group explained the site will have a mixture of deciduous and coniferous trees and they have chosen "bullet-proof" trees that are able to withstand rot, infestation, and salt.

Commissioner Johnson asked Mr. Teppen how fast the trees would grow.

Mr. Teppen explained that the trees they have picked will grow between 18 inches and three feet per year.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 7, 2023

Page 3 of 4

Commissioner Johnson asked if the trees will be able to grow in the soil and whether they would be fenced in to protect them from deer.

Mr. Teppen explained the type of soil on the site is silty and will be good for the trees that have been chosen for the site. He indicated that they would fence the trees if necessary to protect them from the deer.

Chair Eggenberger stated concerns about Tonka Bay wanting to add units to the property on their side of the plan.

Todd Simning stated they do not plan to add any more units because it wouldn't work with the natural layout of the area. They do not want to build something that sticks out.

Commissioner Johnson asked whether the developer had considered a different type of development with smaller units (less square footage) that would make the units more affordable and increase the density to the level set forth in the Comprehensive Plan.

Mr. Simning replied that the only way to do that would be to build up and they do not want to build something that sticks out or something that is not desirable.

A commissioner asked about the agreement for the privately-owned roadway and asked how this would work for maintenance purposes and if there were other roads handled this same way.

Planning Director Darling explained that the utilities would be public and would require some sort of encroachment agreement because the HOA's roadway will be over the top of the city's utility lines. She stated that this is common for townhouse projects.

Commissioner Johnson asked if the city has enough capacity for the sewer connection.

Planning Director Darling confirmed there was adequate capacity in the sewer system and it would not be overburdened.

Chair Eggenberger opened the Public Hearing noting the procedures used in a Public Hearing. There being no one who requested to speak, Chair Eggenberger closed the public hearing.

Commissioner Holker stated that she was supportive of the project as the development was close to the density range and that being two units under the density range would not be noticeable. She also indicated that she felt the development fits in well with the neighborhood and a taller building with more units would not be appropriate on this higher property.

Commissioner Huskins stated that he was not supportive of the project as he feels that the City should have a development on the property that better fits the density range and offers a product that is needed by the residents of Shorewood. He questioned whether or not the City should purchase the property to wait for a different development proposal that could better align with the Comprehensive Plan.

Commissioner Johnson stated that although she was concerned about the development being below the density range and the price, she shared Commissioner Holder's view that it was close to the density range and fit into the neighborhood better than products that could provide more density. Also, she reiterated her concern about losing the mature trees while acknowledging that the developer had a plan to introduce more trees that once grown, would add green space to the neighborhood.

Chair Eggenberger recommends if approved to have a contingency that the project must be approved by Tonka Bay as shown.

Holker moved, Johnson seconded, recommending approval of the Rezoning and PUD Concept Plan for a townhouse development by TSML Properties, LLC, located at 24250 Smithtown Road subject to adding a contingency that the development must be approved by the City of Tonka Bay as shown. Motion passed 3/1. (Commissioner Huskins voted nay)

Planning Director Darling stated that this item would come before the City Council at the April 24, 2023, meeting.

A. REPORTS

- **Council Meeting Report**

Planning Director Darling reported on matters and actions taken during the Council's March 27th meeting.

- **Draft Next Meeting Agenda**

Planning Director Darling stated there were not any new development applications for the next meeting. She stated the plan will be to discuss the sign regulations at the next meeting.

B. ADJOURNMENT

Huskins moved, Holker seconded, adjourning the Planning Commission Meeting of April 4, 2023, at 8:10 P.M. Motion passed 4/0.

Commissioner Eggenberger informed the Planning Commission that at the May Planning Commission meeting, he would resign as Chair. As a result, Commissioner Gorham (current Vice-Chair) will assume the position of Chair and a new election for Vice-Chair would need to be held.



City Council Meeting Item

Title/Subject: Request for Additional Time to Correct a Code Violation
25020 Yellowstone Trail

Meeting Date: April 24, 2023

Prepared by: Jason Carlson (Planning Technician)

Reviewed by: Marie Darling (Planning Director)

Attachments: Violation Notice dated 02/07/2023
Written Request from Property Owner for Additional Time
Resolution Approving the Request

Item 6B

Background: The City has received a complaint regarding a black vinyl fence that has been placed on the subject property that does not meet city code. Staff inspected the complainants' concerns. Staff observed that the temporary black vinyl fencing was installed without a permit and doesn't conform to the fence regulations. Staff sent a violation notice to remove the fence.

The property owner emailed staff and requested addition time to bring the code violation into conformance. The homeowner was notified that she needed to make the request in writing for the Council's review. The request was received February 21, 2023, and requested an extension to July 1, 2023. Staff wrote back that the extension to July 1 was not something staff would support as the applicant would not need to plant trees to bring the fence into conformance with city code. We have been waiting for a response from the property owner, but no response has been forthcoming.

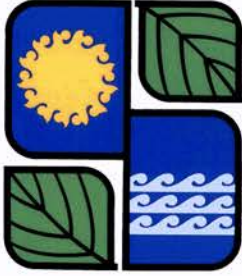
Section 104.03 subd. 2.a. states if the alleged violator or owner of property upon which a code offense is being committed is unable to correct or abate the code offense within the prescribed time, that person may request in writing an extension of no more than 30 additional days from the City Council. Any extension granted by the City Council shall be in writing and shall specifically state the date of expiration.

Financial or Budget Considerations: Extension does not affect the budget.

Action Requested: Staff recommends an extension to May 1, 2023, to remove the black vinyl fencing.

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

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



CITY OF SHOREWOOD

5755 Country Club Road • Shorewood, Minnesota 55331 • 952-960-7900
www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

Notice of Violation

02/07/2023

DAVID & CANDACE RUST
25020 YELLOWSTONE TR
SHOREWOOD, MN 55331

Re: Notice for City Code Violations for Property at: 25020 YELLOWSTONE TR, SHOREWOOD, MN 55331

Dear Property Owner,

Our office has received a complaint regarding a fence that does not meet city code. Upon inspection, staff confirmed multiple violations are present on the subject property.

1201.03 Subd 2.f.1. Permit required. No person, firm or corporation shall construct or erect any fence without first securing a zoning permit.

(vi) All boundary line fences in residential districts shall be constructed in a manner that at least 25% of the plane between the ground and the top of the fence constructed is open;

Fences may be constructed to a height of 6 feet on or along the side yard property line from the rear lot line to the required front yard set-back line.

Any fence on the property that does not meet city code must be removed.

Your property will be re-inspected for compliance on or after 02/17/2023. Any violations found after this date would be subject to administrative enforcement, pursuant to Chapter 104 of the Shorewood City Code (enclosed). All code sections quoted above are available on the City's website.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jason Carlson".

Jason Carlson
Planning Technician
952-960-7909
jcarlson@ci.shorewood.mn.us



Hello Marie and Jason-

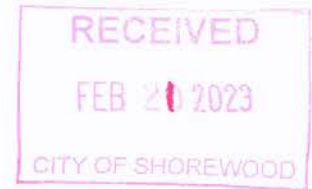
Maria it was great to meet you this week and thank you for taking the time to help me with the snow fence complaint. I apologize you are getting complaints, I thought I was doing the right thing. With that said, I'm managing all of this by myself and would like to plant several trees in the back but getting the snow fence down and getting trees planted is going to take some time. I would like to ask for extension until July 1st to get that all done? Please let me know if the extension will work with you?

PS: You mentioned you were getting complaints about construction being done at our house. We are all complete with all construction so I'm not sure why someone would complain about that. Sorry you're getting calls on that.

Thank you for your consideration on the extension.

Sincerely,
Candace Rust
25020 Yellowstone Tr:

Candace Rust
2/17/23



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

RESOLUTION 23-041

**A RESOLUTION APPROVING A REQUEST FOR AN EXTENSION TO CORRECT A CODE VIOLATION
FOR PROPERTY LOCATED AT 25020 YELLOWSTONE TRAIL**

WHEREAS, the City of Shorewood sent a violation notice to David and Candace Rust (“Property Owners”) regarding a violation of City Code on their property addressed as 25020 Yellowstone Trail; and

WHEREAS, the Property Owner has requested more time to correct the violation as allowed by chapter 104.03 subd. 2.a of the City Code.

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

1. The Property Owner has indicated that they will remove all black vinyl fencing from the property as indicated in the letter.
2. The City Council finds that the time requested is not warranted based on the work necessary, but some extension may be acceptable.
3. The City Council hereby approves an extension to correct the violation to May 1, 2023, and directs staff to suspend the enforcement process as outlined in City Code Chapter 104.03 until that date.

Adopted by the City Council of Shorewood, Minnesota this 24th day of April, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Maple Shores PUD - Amendment to Development and PUD Agreement
Meeting Date: April 24, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Revised house drawings
Amended Development Agreement
Resolution 23-034 (Original Approval)
Resolution

Item 6C

Background:

Location: 20430 Radisson Road
Applicant: Chamberlain Capital, LLC
Review Deadline: NA

The applicant has requested to amend the development and PUD agreement to:

- 1) Modify the financial guarantee amounts for their improvements as their bids came in lower than expected. Previously, the financial guarantee was required to be \$1,484,361 based on their previous estimates and based on the new estimates, the financial guarantee would need to be \$1,324,736. A difference of about \$160,000.
- 2) Revise the approvals to include minor changes to the house plans for the development, including the height. The developer shifted the designs based on the expected noise for the development. They removed the three season porches off the back and created an outdoor courtyard toward the front of the home that is more sheltered from the highway noise. Also, they would like to keep the flexibility in the PUD development plan approvals for height as the grade may impact the measurements of the homes. Staff included a condition that the number of levels is tied to the plans submitted April 10 so that a second story could not be added to the walkout units in the future.
- 3) Refer to the commonly owned lot as Lot 8, rather than “outlot”. This change was not worthy of a stand-alone amendment, but staff took the opportunity to correct the label.

Changes in the development agreement are noted in red and underlined in the attached agreement.

Summary of Public Engagement: There is no public notice required with a revised development and PUD agreement. However, the application was previously reviewed with two public hearings on August 2 and 22, 2022. Notice for the public hearings were mailed to all properties within 750 feet of the development and published in the official newspaper. Six

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.*

people spoke at the public hearing on August 2, 2022 and two people spoke at the August 22, 2022 hearings. Several letters were also submitted.

Financial or Budget Considerations: There is no impact to the city for the amendment to the development and PUD agreement except the staff time to complete the changes. Developers are required to pay utility connection fees and park dedication and pay for constructing the streets, stormwater facilities and other utilities.

Action Requested: Staff recommends approval of the request for an amendment to the development and PUD agreement for Maple Shores.

Proposed motion: Move to approve a request for an amendment to the development and PUD agreement for Maple Shores for Chamberlain Capital, LLC. and authorize the Mayor to sign on behalf of the City Council and City of Shorewood.

Any action on this request would require a majority of Councilmembers.

Connection to Vision/Mission: Consistency in providing residents quality public services through effective, efficient, and visionary leadership.

DEVELOPMENT AND PUD AGREEMENT

MAPLE SHORES PUD

AGREEMENT dated _____, 2023, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, 5755 Country Club Road, Shorewood, MN 55331 ("City"), and Chamberlain Capital, LLC., a Minnesota Limited Liability Company (the "Developer").

1. REQUEST FOR PLAT AND PUD APPROVAL. The Developer has asked the City to approve a plat for *Maple Shores* subdivision and PUD (referred to in this Agreement as the "plat"). The land is situated in the County of Hennepin, State of Minnesota, legally described as:

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No. 730, all in Hennepin County, Minnesota.

2. CONDITIONS OF PLAT AND PUD APPROVAL. The City Council, at its August 22, 2022 meeting, considered and granted PUD Concept and Development Stage Approval and Preliminary Plat approval as set forth in resolutions nos. 2022-078 and 2022-079 and incorporated herein by reference. The City Council, at its March 27, 2023 meeting, considered and granted final plat approval as set for in resolution no. 2023-035 and incorporated herein by reference. The City considered and granted PUD Final Plan approval as set forth in the letter dated April 19, 2023 and incorporated herein by reference. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth in resolutions nos. 2022-078, 2022-079, 2023-035, and the letter dated April 19, 2023, which are incorporated as if fully set forth herein.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the plat and the construction therein of certain public and private Improvements. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, construct sewer lines, water lines, streets, utilities, public or private Improvements, or any buildings until all the following conditions have been satisfied:

- A. this agreement has been fully executed by both parties and filed with the City Clerk;
- B. the Developer has executed and recorded with Hennepin County all drainage and utility easements required for the plat by the City Engineer in the City's standard form or the easements have been dedicated to the City on the plat;
- C. the Developer has executed and recorded the applicable and required Storm Water Maintenance and Encroachment Agreement with Hennepin County;
- D. the Developer has executed and recorded any other easement required by Shorewood City Code;

- D. the necessary security has been received by the City from or on behalf of the Developer;
- E. the necessary insurance for the Developer and its construction contractors has been received by the City;
- F. the plat has been filed with the Hennepin County Recorder or Registrar of Titles' office;
- G. final constructions plans and specifications have been submitted by the Developer and approved by the City Engineer;
- H. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the financial guarantees and Administration Escrow required by this Agreement;
- I. the Developer has paid any outstanding assessments and taxes for the property or any property being deeded to the City;
- J. the Developer has fulfilled any park dedication and other fee requirements as specified under this Agreement;
- K. the Developer has received all necessary permits from all other agency having jurisdiction over the plat;
- L. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff; and
- M. the City has issued a written notice that all the above conditions have been satisfied and the Developer may proceed.

4. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. DEVELOPMENT PLANS. The plat shall be developed in accordance with the plans and specifications, dated January 23; February 7; and March 9, 2023 prepared by Elfering and Associates, Van Neste Surveying and Designing Nature and all revisions thereto, received and approved by the City Engineer and Planning Director incorporated herein as listed below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are, "The Plans":

- Plan A - Plat
- Plan B - Final Grading, Drainage, and Erosion Control Plan
- Plan C - Plans and Specifications for Public Improvements
- Plan D – Development Lighting Plan
- Plan E – Site Plan
- Plan F – Tree Preservation Plan
- Plan G - Landscape Plan

- 6. IMPROVEMENTS.** The Developer shall install and pay for the following:
 - A. Sanitary Sewer System

- B. Water System
- C. Storm Sewer System
- D. Private Street
- E. Concrete Curb and Gutter
- F. Private Lighting in Common Areas
- G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control, including building pads
- H. Underground Utilities
- I. Setting of Iron Monuments and Buffer Monuments
- J. Surveying and Staking
- K. Tree Preservation and Landscaping

All Improvements shall be installed in accordance with the approved Plans, the City approvals, including all conditions of approval in the approving resolution for the development, the City Code, the City's Engineering Design and Construction Standards Manual, all applicable City Engineering memoranda, City standard specifications for utility and street construction; and any other applicable ordinances including codes concerning erosion and drainage prohibiting grading, and construction activity.

All construction activities shall be confined to the following hours: Monday – Friday, 7:00 a.m. until 7:00 p.m.; and Saturday, 8:00 a.m. until 5:00 p.m. Construction activities are not allowed on Sundays.

The Developer shall instruct its engineer to provide adequate field inspection personnel (subject to review and approval by the City Engineer) to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and agreement administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

Within 60 days after the completion of all of Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final "As Built" plans. The record drawings shall be delivered via USB thumb drive or similar device or medium, acceptable to the City, containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Public Street
- Utilities
- Grading

Layer names should be self-explanatory, or a list must be included as key.

If the Developer does not provide such information, the City will digitize the data. All costs associated with digitizing the data will be the responsibility of the Developer.

7. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in

which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public Improvements identified in Paragraph 6 above.

8. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include, but is not necessarily limited to:

- A. Hennepin County for County Road Access and Work in County Rights-of-Way
- B. Minnehaha Creek Watershed Management District
- C. Minnesota Department of Health for Watermains
- D. MPCA NPDES Permit for Construction Activity
- E. MPCA for Sanitary Sewer and Hazardous Material Removal/ Disposal (as may apply)
- F. DNR for Dewatering (as may apply)
- G. City of Shorewood for Building Permits
- H. MCES for Sanitary Sewer Connections

9. DEWATERING. (As may apply) Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

10. TIME OF PERFORMANCE. The Developer shall install all required public Improvements by November 30, 2023, with the exception of the final wear course of asphalt on private streets. The final wear course on private streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Final wear course on public streets (Radisson Road) shall be placed during the initial season of work. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

11. LICENSE/INSPECTIONS. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with the development during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Improvements and expiration of any applicable warranty period.

The City, its engineer, building official, planning director or their designated agents shall periodically inspect the Improvements installed by the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by city engineer. The Developer shall notify the City engineer at least two (2) full working days prior to the

commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should the Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City's option, require the Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the work required, the City engineer or their designated representative, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work. Before final payment is made to the contractor by the Developer, the City engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer's engineer shall submit a written statement attesting to same.

12. EROSION AND WEED CONTROL. Prior to initiating site grading, the erosion control plan, Plan sheets C4.0, C10.0 and C11.0, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MCWD/MPCA Stormwater Permit for Construction Activity or within 7 days, whichever is sooner. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the City/MCWD/MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security or administrative escrow, identified in Sections 21 and 28, to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. The Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and the Developer shall be responsible for all costs of the same and shall reimburse the City within 10 days of demand of payment. In the event the Developer does not pay the City for all costs within 10 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended hereunder and all costs and expenses relating to the same and the execution on the Security, including attorney's fees, assess the Property pursuant to Minn. Stat. §429.101 and/or seek any other remedy available. Developer shall notify all builders that they are responsible for erosion, drainage and weed control on purchased lots throughout the period of residential construction thereon, and continuing thereafter until such responsibilities are assumed by a homeowner for the purchased lots or homeowner's association.

The City is a Bee Safe community and all products used shall consistent with the best practices for residential properties on the city's website and those products that do not use the

word "Danger" when indicating toxicity. Products with "Warning" should be used sparingly and not broadcast.

13. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Shorewood specifications. Within sixty (60) days after completion of the grading and before the City approves individual building permits (except the model home/structure permits on lots acceptable to the City Engineer/Building Official), the Developer shall provide the City with an "as built" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on privately owned property. The "as built" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, requisite berms; and c) lot corner elevations and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

14. SITE CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns as provided herein.

- A. Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a covered refuse dumpster or other suitable enclosed containment unit to be used for the disposal of refuse, debris, waste or other material during the construction period. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.
- B. Stormwater Features. Any water surface containment, such as but not limited to holding ponds, constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their being deemed complete by the city. Being deemed complete by the City of any such ponds shall be for hydrology purposes only and not for aesthetic purposes. Final release of Developer's security shall not be made until deemed complete by the City.
- C. Televising. Upon completion of the project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.
- D. Construction Site Policy. Developer agrees that Developer and Developer's contractors and subcontractors shall adhere to and be subject to all of the Developer's construction management plan as approved by the Building Official.

15. MONUMENTATION OF LOT AND BLOCK CORNERS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released and prior to issuance of building permits.

The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by the Developer in order to preserve the lot markers for future property owners. More monuments may be required by the City engineer to serve the area. The Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Shorewood's Zoning Regulations so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's cost.

No security shall be released for this item until this Section is satisfied.

16. OWNERSHIP OF IMPROVEMENTS. Upon the completion of the Public Improvements required to be constructed or installed by this Agreement, such Improvements (other than privately owned Improvements including the privately owned street) lying with the public easements or Right-of Way as shown on the subdivision plat and those located on City property shall become City property without further notice or action. Provided, however, that the construction shall not be considered complete until the City engineer has made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution, and the Developer has granted any easements required by Section 3 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements. The Developer shall provide to the City, at no charge, record drawings as required by Section 6 of this Agreement. Final security shall not be released prior to receipt of the record drawings by the City. All Improvements that are public and to be accepted by the City shall be within easements dedicated on the Final Plat. If not dedicated, the City shall be provided an easement, drafted by or approved by the City.

17. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall be billed for City engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be billed monthly. The Developer shall pay for construction observation performed by the City's consulting engineering staff under the direction of the consulting city engineer. Construction observation shall include part- or full-time inspection of proposed public utilities and street construction and will be billed on hourly rates.

18. LOCAL SANITARY SEWER AREA CHARGE. Property is subject to a storm sewer area charge of **\$7,200**. The area charge is based on the number of homes proposed (7) less one unit credit for the existing home that is already connected to municipal sewer. The charge is calculated as follows:

$$6 \text{ homes} \times \$1,200 = \mathbf{\$7,200}$$

The Developer waives any and all procedural and substantive objections to any special assessments for this charge, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. §429.081.

19. WATERMAIN AREA CHARGE. Property is subject to a watermain area charge of **\$10,000**. The area charge is based on number of proposed homes times the standard fee and is calculated as follows:

6 twin homes times \$7,500 = \$45,000 plus
1 single family home times \$10,000 = \$10,000
Total: \$55,000

The developer is eligible for credit toward this charge for extending the cost of the public watermain into and up to the northerly extent of the development. According to the Developer's engineering estimate, the cost of installing the watermain will exceed the watermain area charges and no cash payment would be necessary for this development. Credit for the cost of installing the watermain shall not exceed the fee calculated above. However, the Developers Watermain Area Charge is satisfied, and the Developer is obligated to pay \$0.

The Developer waives any and all procedural and substantive objections to any special assessments for this charge, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. §429.081.

20. PARK DEDICATION. The Developer shall pay a cash contribution of **\$39,000** in satisfaction of the City's park dedication requirements. The charge was calculated as follows:

Seven new homes less credit for the one existing home times \$6,500 = \$39,000.

21. Escrow. Prior to release of the plat for recording, the Developer shall pay to the City an escrow deposit in the amount of \$6,000 (the "Escrow"). The Escrow will be deposited on account and remain there until completion of all work related to the subdivision as outlined in paragraph 3. The City reserves the right to apply any portion of the Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by the City. The City shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in Section 6.

22. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished to the City prior to the City Council signing the final plat:

A. Park Dedication	\$39,000
B. Local Sanitary Sewer Availability Charge	\$7,200
C. Watermain Area Charge	\$0
D. Administrative Escrow	<u>\$6,000</u>
TOTAL CASH REQUIREMENTS	\$52,500

23. CONSTRUCTION ACCESS. Construction traffic access and egress for is restricted to access the subdivision using Radisson Road via Old Market Road. No construction traffic is permitted on other adjacent local streets or on Radisson Road west of the development.

24. LANDSCAPING. The Development shall be subject to landscaping requirements as set forth in the Landscaping Plan, the Tree Preservation Policy and City Code Chapters 1103, 1201, and 1202. Except that area needed for construction of the units and weather permitting, the trees, sod, and seed shall around the periphery of the site shall be planted with landscaping by **September 30, 2023**. The landscaping near and around each pad shall be completed when the adjacent home receives a certificate of occupancy, or by June 15th following occupancy if occupancy occurs October 1st through April 30th.

All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of City acceptance, following inspection. The Developer is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Seventy Five percent (75%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining twenty-five percent (25%) will be released after the landscaping inspection and any warranty work has been completed. The surety for landscaping is included in Section 28 of this Agreement.

No plantings or structures shall encroach upon a three-foot radius around any hydrant during construction or after. During construction, hydrants may not be blocked by the Developer, employees, contractors, subcontractors and the like whether the hydrant is on the development property or any adjacent hydrant.

25. WETLAND BUFFER. The Developer shall comply with the requirements of the Wetland Developments Code (Chapter 1102 of City Code) and the Wetlands Conservation Act of 1991 [Minn. Stat. 103 G.221 et. seq. (hereinafter referred to as the WCA)]. The buffer areas adjacent to wetlands shall be maintained in their natural state consistent with the conservation easements recorded with the Hennepin County Recorder or Registrar of Titles against the Property.

Wetland buffers shall be identified within each lot or outlot by permanent monuments approved by the City. A monument is required at each lot line where it crosses a wetland buffer strip and as necessary to establish required setbacks from the wetland buffer strip and as shown on the final grading plan, as approved by the Planning Director/City Engineer. Monuments shall be placed within 60 days of completion of site grading or prior to issuance of a building permit (except for one model permit), whichever occurs first.

Prior to release of the financial guarantees for this item, the Developer's engineer/surveyor shall certify all wetland buffer monuments are in place per the approved plan.

26. SPECIAL PROVISIONS. The following special provisions shall apply to the Maple Shores plat/PUD development:

- A. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

- B. The Maple Shores PUD is approved to allow one single-family home and six two-family homes as permitted uses subject to the terms and conditions of the resolutions listed above.
- C. The permitted accessory uses within the development shall be as allowed in the R-1D zoning district, except that the following are prohibited: The storage or parking of recreational vehicles or equipment outside the attached garage; detached accessory buildings, including but not limited to tool sheds, greenhouses, conservatories, and the like; and no garage space may be rented to other persons.
- D. Maintenance of stormwater features for treatment, volume control and rate control within the PUD shall be the responsibility of the HOA.
- E. The total impervious surface on each lot within the plat shall not exceed the amount shown on the grading plan.
- F. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for the homes abutting the retaining wall is required to be built.
- G. The development standards shall consist of the following:
 - 1) Minimum setbacks from the property lines shall be as follows:
 - a. From the Radisson Road right-of-way: 35 feet
 - b. From the Highway 7 right-of-way: 50 feet
 - c. From the curb of the private street to the garage doors: 20 feet
 - d. From the interior side property lines: 10 feet
 - e. From the wetland buffers: 15 feet
 - f. No dwelling unit may extend beyond the unit lot lines into the common area and the HOA documents shall be drafted to reflect the restriction.
 - 2) Height: No dwelling shall exceed 35 feet nor exceed the number of stories/levels as shown on the plans submitted April 10, 2023.
 - 3) A minimum of two spaces in the garage shall be reserved for parking personal vehicles.
- H. The HOA shall be responsible for maintaining the buffer and wetland buffer monuments.
- I. A subdivision sign shall be permitted with this development subject to the limitations in 1201.03 Subd. 11 e. (1) (a) and shall be at least five feet from public rights-of-way.
- J. The required lot areas and widths for each residential property shall be as shown and approved on the final plat.
- K. The final plat for the PUD includes Lot 8 which shall be owned and maintained by the Homeowners' Association (the HOA") as common open space, including a privately-owned access drive, bollard lighting, storm water management features, retaining wall, and one monument sign consistent with the size limitations, height, setback, permit and glare requirements of the zoning regulations in City Code Chapter 1201. Benches for resident use or fences may also be installed, subject to City approval. No other structures are permitted.
- L. The private street shall be designed to fire code standards.

- M. Model home: One model home with a sales office shall be permitted subject to the following:
- 1) The model home/sales office is allowed until permits are issued for all four structures. At that point, it must be converted back to a home and the parking area removed.
 - 2) Any lighting for the model home shall be limited by the lighting regulations in Chapter 1201.03 Subd. 2. v. and shall be turned off one hour after the real estate office closes or 8 p.m., whichever is earlier.
 - 3) Temporary signage for the model home is limited to a combined total of 30 square feet in no more than two signs.
 - 4) A handicapped accessible port-a-potty shall be provided adjacent to the model home unless handicapped accessible facilities are provided within the unit.
 - 5) No commercial flags and no pennants, banners or streamers shall be installed on the property.
 - 6) The model home permit shall not be issued until the utility work is complete and the curbs and aggregate base of the street is constructed.
 - 7) The model home permit shall not be issued until the grades for the affected lot have been certified as required by Section 13.
 - 8) The Developer and/or assigns agree to be solely responsible for setting elevations and placement of these structures and hereby releases and holds the City harmless from any damage associated therewith, including access problems, fire protection, drainage and erosion.
 - 9) The Developer and/or assigns also agree that this construction will be done in a manner that will not interfere with the construction of the public Improvements, if any.
 - 10) No sewer and water connections or inspections may be conducted and no one may occupy the model home building until the streets needed for access have been paved with the 1st layer of bituminous surface and the utilities have been accepted by the City Engineer.
 - 11) No one may occupy the model home building until a Certificate of Occupancy for such house is issued by the City and that such model homes shall comply with all other requirements of this Agreement and the PUD.
 - 12) The model home shall comply with the terms of this Agreement and the PUD within twelve months of the issuance of the building permit.
 - 13) Model home lots shall be sodded and landscaped pursuant to the terms of this Agreement and the landscaping plan.
- N. The Developer shall enter into an encroachment agreement defining coordination requirements and responsibility for private street repairs over the public utilities.

27. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as listed in Section 6, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in Section 6 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the City Engineer.

Upon receipt of proof satisfactory to the City Engineer or designee that the work has been completed and financial obligations to the City have been satisfied, the Surety may be reduced from time to time at the City's discretion, by up to 75% of the original amount. Twenty-five percent (25%) of the original amounts certified by the Developer's engineer shall be retained until: (1) all Improvements have been completed; (2) all financial obligations to the City satisfied; (3) the required "record" plans have been received by the City; and (4) warranty period for the following Improvements have expired and any necessary repairs have been completed:

- A. The required warranty period for materials and workmanship for utilities including public sanitary sewer, storm sewer, and watermains shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be two years from the date of final written City acceptance.
- C. The required warranty period for trees and landscaping is two growing seasons following installation.
- D. The required warranty period for tree preservation shall be three growing seasons following mass grading.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall provide a security. This security shall be submitted prior to any grading, tree removal or other construction activity; issuance of any permit for the development, or the release for recording of the Final Plat. The security shall be in the form of either an irrevocable Letter of Credit ("Letter of Credit") whose form shall be subject to approval of the City Attorney or a Cash Deposit ("Cash Deposit")(the Letter of Credit and Cash Deposit collectively the "Security"). The amount of the Security shall be 150% of the Developer's actual accepted bids for the Improvements ("security") which shall be in the amount of **\$1,324,736**. The amount of the Security was calculated as shown below.

Site Grading/ <u>Removals/Post Construction</u>	<u>\$133,978</u>
<u>Clearing and Grubbing</u>	<u>\$25,576</u>
Street Construction	<u>\$109,011</u>
Sanitary Sewer	<u>\$53,726</u>
Watermain	<u>\$165,790</u>
Storm Sewer	<u>\$101,888</u>
Erosion Control	<u>\$15,394</u>
Retaining Wall	<u>\$186,519</u>
Landscaping, Tree Preservation and Lighting	<u>\$91,275</u>
Total	<u>\$883,157</u>
150% Total	<u>\$1,324,736</u>

The attached breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City. The City may draw down the security, without notice, for any violation of the terms of this Agreement. If the required public

Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by up to seventy five percent (75%) of the original amount of the financial guarantee. Twenty five percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as built" plans have been received by the City, the public Improvements have been accepted by the City Council and warranty period has expired.

29. WARRANTY. The Developer warrants all Improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets and public utilities is two years and shall commence upon completion and acceptance from the date of final written City acceptance of the work. The required warranty period for tree preservation shall be three growing seasons following the completion of mass grading. The financial guarantee may be reduced by 75% of the original amount until the warranty period has elapsed.

30. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

The Developer agrees and understands that no building permit for any dwelling to be constructed within the Development will be issued by the City, except the model home as outlined in Section 26, until requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the City Engineer:

- (1) grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, and fire hydrants;
- (2) submission to the City of an as-built grading plan has been completed and certified in writing in compliance with Section 13;
- (3) submission of a survey consistent with Plan B for the lot for which the building permit is being requested; and
- (4) first lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

Issuance of a building permit shall require compliance with all other building permit requirements and policies of the City, including completion of the building permit application process, payment of sewer and water hook-up and access charges, water meter, and any other charges.

The Developer will cause no private construction to be made on the property nor will building permits be issued for such construction until all Improvements required herein have been made and accepted by the City. Notwithstanding the forgoing, if building permits are required and issued prior to the completion and acceptance of public Improvements, the Developer assumes all liability and costs resulting from delays in completion of public Improvements and damage to public Improvements caused by the Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties.

Prior to issuance of a certificate of occupancy for any dwelling, a certified as-built survey must be submitted and approved confirming compliance with the approved grading plan, elevations, impervious surface coverage, and setbacks.

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and the development of the plat and/or the subdivision, including without limitation of and administration of rights and responsibilities under this Agreement. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including but not limited to enforcement of this Contract, a condemnation action, or any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Property or the Project. The costs set forth in this paragraph may be paid from the Security required by Section 28 or the Administrative Escrow required by Section 21.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), and other building or building-related permit fees.

32. FAITHFUL PERFORMANCE. The Developer shall fully and faithfully comply with all terms of all contracts entered into by the Developer for the installation and construction of all of Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's final acceptance of all of Improvements. Prior to the commencement of construction, the Developer will furnish and at all times maintain with the City adequate security as required by Section 28 of this Agreement to assure faithful performance of construction and installation of the Improvements.

33. DEVELOPER'S DEFAULT.

A. Events of Default. The following shall be "**Events of Default**" under this Agreement:

- i. Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
- ii. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- iii. If the Developer shall file a petition under the federal bankruptcy laws.
- iv. If the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- v. If the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- vi. The Developer giving notice of intent not to renew the Security.

B. Notice/Remedies of Default. With the exception of defaults occurring under Section 33A, regarding the maintenance of renewal of the Developer's Security, whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at Developer's notice address in Section 35 or as subsequently amended in writing. If the Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- i. Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- ii. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- iii. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- iv. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its

rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.

- v. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- vi. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

34. MISCELLANEOUS.

- A. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - i. The Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.
 - ii. The Developer is the owner in fee simple of the property and has marketable title to the real estate described in the plat of Maple Shores.
 - iii. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or its property, is bound.
 - iv. There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
 - v. The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- B. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: PUD requirements, subdivision and zoning regulations, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- C. Third parties shall have no recourse against the City under this Agreement.
- D. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- F. If building permits are issued prior to the acceptance of public Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing,

signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- H. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)
\$2,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

- J. Indemnification. To the fullest extent permitted by law, and in addition to the responsibility outlined in Section 31 (B), Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- M. Until all Improvements of the Developer have been fully completed, the Developer shall not voluntarily sell, assign or transfer Developer's interest in the project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the exception of items (i), (ii), and (iii) below:
- (i) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
 - (ii) grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to the construction of the Project; or
 - (iii) conveyance of any easements necessary for the Project.

Nothing herein shall prevent or apply to the sale, in the ordinary course of business, of lots to individual owners or contractors of individual residences, but such sale shall in no way affect or diminish the obligations of the Developer under this Agreement.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be hand delivered, mailed or emailed to the Developer, its employees or agents at the following address or emailed to:

Paul and Liza Cameron
Chamberlain Capital, LLC.
3918 Willmatt Hill
Minnetonka, MN 55305
952.649.7653
Paul@Chamberlaincap.com or Liza@Chamberlaincap.com

Notices to the City shall be in writing and shall be either hand delivered, mailed, or emailed to:

Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331
952-960-7912
planning@ci.shorewood.mn.us

Any changes to the contact information above shall be submitted to the other party in writing.

CITY OF SHOREWOOD

BY:

Jennifer Labadie, Mayor

(SEAL)

AND

Sandie Thone, City Clerk

STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jennifer Labadie and by Sandie Thone, the Mayor and City Clerk of the City of Shorewood, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:

BY: _____
Its

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2023, by _____ the
_____, of _____,
a _____, on behalf of said entity.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000
JDS/jds

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2023.

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000
JDS/jds

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of _____ (Name of Bank)";

b) Be signed by the City Administrator of the City of Shorewood.

c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Shorewood City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Shorewood Planning Director, Shorewood City Hall, 5755 Country Club Road, Shorewood, MN 55331, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

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

RESOLUTION 23-034

**A RESOLUTION APPROVING A FINAL PLAT FOR MAPLE SHORES
FOR PROPERTY LOCATED AT 20430 RADISSON ROAD
AND FOUR ADJACENT VACANT PROPERTIES**

WHEREAS, Chamberlain Capital, LLC. (the "Applicant"), has submitted a request for a final plat of the Maple Shores PUD under the Shorewood City Code and under Chapter 462 of Minnesota Statutes; and

WHEREAS, the property is legally described as:

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No 730, all in Hennepin County, Minnesota (the "Property"); and

WHEREAS, the final plat is consistent with the preliminary plat and the PUD concept and development plans previously approved for the project; and

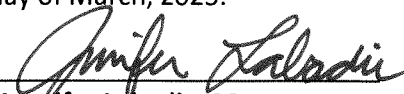
WHEREAS, a development and PUD agreement has been prepared as part of the final plat application.

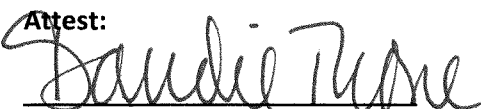
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA AS FOLLOWS:

1. The plat of Maple Shores for 7 lots for single-family homes and 2 outlots is hereby approved according to the plans and materials submitted January 23, February 7 and 8, and March 15, 2023, (the "Plans") subject to the conditions listed below.
2. The approval is specifically conditioned upon the terms and conditions contained in the Development and PUD Agreement for the subdivision.
3. The Mayor and City Administrator are hereby authorized to execute the Development and PUD Agreement on behalf of the City Council and staff are hereby authorized to execute the final plan approval.
4. The final plat, development and PUD agreement and all related documents listed below, shall be required to be filed with Hennepin County.
5. Prior to release of the subdivision for recording the final plat, the Applicant shall submit the information and revised plans consistent with the regulations in City Code, the PUD Concept and Development Stage approvals and as follows:
 - a. Revised homeowner association (HOA) documents that include disclosures on the maximum impervious surface coverage per lot and language addressing maintenance of the wetland buffers and signage, stormwater features, as well as prohibitions on accessory buildings and storage of recreation vehicles or equipment outside the home.
 - b. Executed easements and agreements, including: 1) conservation easements over the wetlands and wetland buffers, 2) a storm water maintenance agreement; and 3) the development and PUD agreement.
 - c. Payment of fees and submission of the financial guarantees as required by the development and PUD agreement.

- d. A revised construction management plan that includes the allowed construction hours. The city reserves the right to prohibit construction parking on the private drive during construction to ensure adequate access of emergency vehicles.
- e. All permits required by other agencies, including the Excelsior Fire District.
- f. Revised plans consistent with the Engineer's Memo dated March 16, 2023; and as follows:
 - 1) Revise the tree preservation plan to show the location of tree preservation fencing and indicate removal of tree 165 located in the right-of-way. To be considered saved, no activity is permitted within the drip line of tree.
 - 2) Revise the landscaping plan to: 1) add additional trees in the common areas where they wouldn't obstruct the storm water; 2) provide a plant schedule with the size of all trees at planting consistent with the tree preservation policy; 3) indicate the ground cover proposed throughout the development and the disturbed portions of the public right-of-way; and 4) any proposed seed mixes that would be used to reestablish the disturbed portions of wetland buffers, if applicable.
 - 3) Revise the grading plan to identify: a) the location of wetland buffer monuments at each lot line and as the buffer changes direction and b) which buffer monuments would be used, the City's or the watershed's.
6. Prior to issuance of any building permits, the Applicant shall submit or complete the following:
 - a. The applicant shall submit a soils/geotechnical report from a licensed professional engineer permits that indicates the soils present on the site and brought in are adequate to support the construction of the buildings and other improvements.
 - b. The applicant shall submit recorded copies of all documents, such as the plat, development agreement, maintenance agreement, separate easements, HOA documents, etc.
 - c. Install the wetland buffer monuments, except for the permit for the model home.
 - d. Install the public improvements as directed in the development and PUD agreement.
7. The site shall remain in compliance with the city's tree preservation policy until all construction is complete.
8. Each lot shall remain at or below the amount of impervious surface coverage indicated on the Site Plan dated January 23, 2023.
9. The proposed subdivision sign shall not be installed closer than five feet to the public right-of-way and otherwise consistent with the sign regulations and the conditions in the development agreement.
10. The final plat shall expire in 180 days if the Applicant has not recorded the final plat at Hennepin County. The Applicant may request an extension to the approval subject to the requirements of Section 1202.03 Subd. 2. f. (3).

Adopted by the City Council of Shorewood, Minnesota this 27th day of March, 2023.


Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

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

RESOLUTION 23-

**A RESOLUTION APPROVING AMENDMENTS TO THE DEVELOPMENT AGREEMENT FOR THE
MAPLE SHORES PUD TO BE LOCATED AT AND NEAR 20430 RADISSON ROAD**

WHEREAS, the City of Shorewood approved a request on March 27, 2023 from Chamberlain Capital, LLC. (the “Applicant”) for final plat and a development and PUD agreement for the property legally described as:

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No 730, all in Hennepin County, Minnesota (the “Property”); and

WHEREAS, the Applicant’s contractors submitted bids substantially under their engineer’s estimate and they propose to amend the development and PUD agreement to reflect the appropriate financial guarantee based on the contractor bids; and,

WHEREAS, the Applicant has proposed some minor changes to the Agreement based on revised plans which they would like reflected in the documents approving the Maple Shores PUD Development and PUD Agreement (the “Agreement”); and,

WHEREAS, the City of Shorewood has prepared a revised Agreement with these changes into the Development and PUD Agreement to the Developer.

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

that the amendments proposed in the development and PUD agreement for Maple Shores PUD are hereby approved, subject to the following conditions:

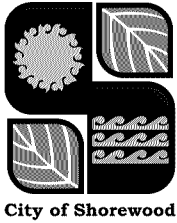
1. The Agreement shall be executed and recorded with the county recorder or registrar or titles by September 27, 2023.
2. All conditions listed in Resolution 23-034 shall be adhered to.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 24th day of April, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City Council Meeting Item

Item
7A

Title/Subject: Award Bid and Equipment Purchase Quote for Lift Station 11 Rehabilitation Project, City Project 22-07

Meeting Date: Monday, April 24, 2023

Prepared by: Matt Bauman, Assistant City Engineer

Reviewed by: Matt Morreim, Public Works Director

Attachments: Site Location Map
Bid Tabulation and Abstract
Equipment Quote
Resolution

Background:

At the March 13th council meeting, staff presented the final plans and specifications for the Lift Station 11 Rehabilitation project. The Council gave authorization to advertise and open bids for the project.

Bids for the project were opened on April 18, 2023. A total of three bids were received and the low bidder was submitted by R & R Excavating, Inc. from Hutchinson, MN. The bids are summarized below:

<u>Bidder:</u>	<u>Total Bid Amount</u>
R & R Excavating, Inc.	\$300,780.16
Meyer Contracting, Inc.	\$312,780.37
Pember Companies, Inc.	\$319,394.50

Staff reviewed all the bids received to ensure they are accurate and indicate the bidding process was competitive. The low bid is 1% below the Engineer's Estimate of \$304,135.00, and 6% below the high bid.

In addition to the construction bids, staff solicited quotes to directly purchase critical components from a trusted vendor which includes control panels, circuitry, pumps and hardware. This allows the city to ensure the correct equipment is supplied, minimizes the spare parts that are warehoused, and standardizes operations for employees. This is especially important during failures and emergencies.

Quotes were received from two suppliers and the low quote and recommended option is submitted by Quality Flow Systems from New Prague, MN. The quotes are summarized below:

<u>Supplier:</u>	<u>Total Quote Amount</u>
Quality Flow Systems	\$48,900.00
Electric Pump	\$76,730.00

Items under consideration for this agenda item include:

- Approval of awarding to the low bid for the Lift Station 11 Rehabilitation Project to R & R Excavating.
- Authorize equipment purchase from Quality Flow Systems.

If awarded, the anticipated schedule for this is late summer but is dependent on delivery of the pump equipment and controls.

Financial or Budget Considerations:

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

The current project cost estimate based on the bids and equipment purchase:

Lift Station	Bid	Equipment	Soft Cost	Total Project Cost
11	\$300,780.16	\$48,900.00	\$60,156.03	\$409,836.19

Action Requested:

Motion to adopt the Resolution as submitted that awards the Lift Station 11 Rehabilitation Project, to the low bidder, R & R Excavating, Inc. and approve the quote for equipment purchase for pumps and controls from Quality Flow Systems.

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

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

RESOLUTION 23-xxx

**A RESOLUTION TO AWARD CONTRACT AND AUTHORIZE EQUIPMENT
PURCHASE FOR THE LIFT STATION 11 REHABILITATION PROJECT
CITY PROJECT 22-07**

WHEREAS, bids for the 2023 Lift Station 11 Rehabilitation Project were received on April 18, 2023, opened and tabulated according to law, with the following bids received:

Contractor	Total Bid
R & R Excavating	\$300,780.16
Meyer Contracting	\$312,780.37
Pember Companies	\$319,394.50

WHEREAS, city staff recommends award of the 2023 Lift Station 11 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

WHEREAS, the City of Shorewood solicited pricing for lift station pump and control panel components for Lift Station 11 from several vendors, with the following quotes received;

Supplier	Total Quote
Quality Flow Systems	\$48,900.00
Electric Pump	\$76,730.00

WHEREAS, Quality Flow Systems is a responsible and responsive supplier, that has supplied equipment and service of similar size and scope successfully;

NOW THEREFORE, BE IT RESOLVED:

1. That 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 \$300,780.16 in the name of the City of Shorewood for the 2023 Lift Station 11 Rehabilitation Project according to the plans and specifications on file in the office of the City Clerk.

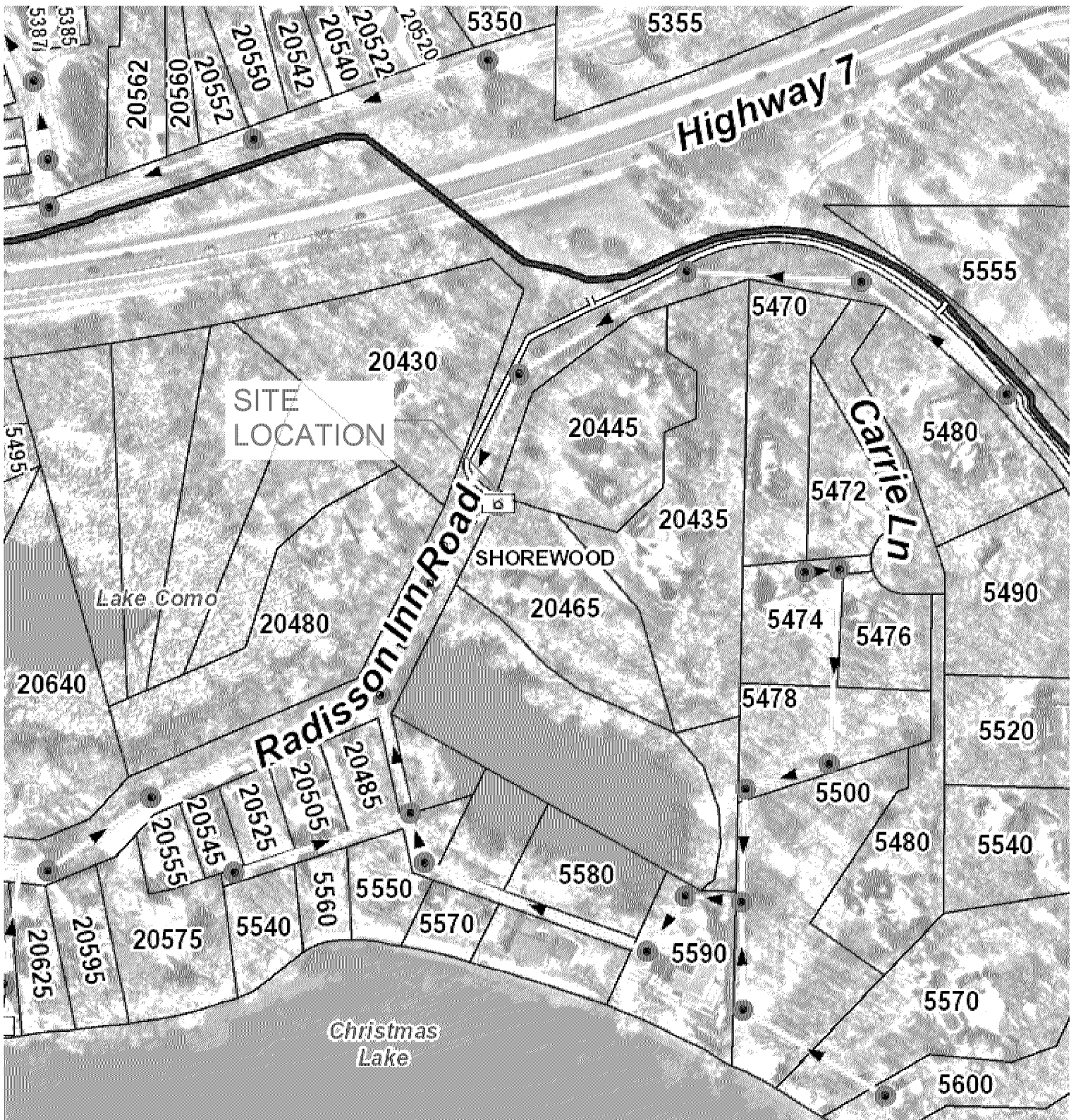
2. That the City Council of the City of Shorewood hereby authorized direct purchase of critical lift station components for City Project 22-07 from Quality Flow Systems for an amount of \$48,900.00.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 24th day of April 2023.

Jennifer Labadie, Mayor

Attest:

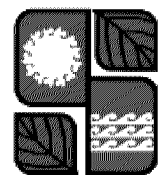
Sandie Thone, City Clerk



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.



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



City of Shorewood

Project Bid Tabulation

LIFT STATION 11 REHABILITATION PROJECT

BMI No. 0C1.128417

Soliciting agent: Bolton & Menk, Inc.
 Contact: Andrew Budde, P.E.
 Bid Date: 04/18/2023 9:00 AM CDT

Firm	Amount Base Bid
R & R Excavating	\$300,780.16
Meyer Contracting	\$312,780.37
Pember Companies	\$319,394.50

Engineer's Opinion of Cost \$304,135.00

I hereby certify that this is a true and correct tabulation of the bids as received on April 18, 2023 for the Lift Station 11 Rehabilitation Project, City Project 22-07.

And Bud
 Andrew Budde, P.E., City Engineer

Sandie Thone
 Sandie Thone, City Clerk

ABSTRACT OF BIDS
 2023 18T STATION 11 RENOVATION PROJECT
 CITY OF SHOREWOOD, MINNESOTA
 BM PROJECT NO. 0CL128417

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate		1 R & R Excavating		2 Meyer Contracting		3 Pember Companies	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$16,000.00	\$16,000.00	\$16,013.23	\$16,013.23	\$15,638.61	\$15,638.61	\$50,000.00	\$50,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00
3	MILL 2" BITUMINOUS PAVEMENT	115	SQ YD	\$15.00	\$1,725.00	\$18.39	\$2,114.85	\$19.84	\$2,281.60	\$17.80	\$2,047.00
4	REMOVE CONCRETE CURB & GUTTER (B618)	40	LN FT	\$13.00	\$520.00	\$16.33	\$653.20	\$3.67	\$146.80	\$11.20	\$448.00
5	REMOVE WOOD FENCE	20	LN FT	\$10.00	\$200.00	\$28.08	\$561.60	\$18.77	\$375.40	\$12.00	\$240.00
6	REMOVE CONTROL PANEL AND CONCRETE PAD	1	EACH	\$700.00	\$700.00	\$2,026.76	\$2,026.76	\$140.02	\$140.02	\$750.00	\$750.00
7	ABANDON VALVE MANHOLE	1	EACH	\$5,100.00	\$5,100.00	\$5,511.86	\$5,511.86	\$6,483.69	\$6,483.69	\$4,000.00	\$4,000.00
8	ABANDON FORCEMAIN	1	LUMP SUM	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$1,719.83	\$1,719.83	\$1,000.00	\$1,000.00
9	SITE GRADING AND EXCAVATION	1	LUMP SUM	\$4,000.00	\$4,000.00	\$4,464.55	\$4,464.55	\$500.00	\$500.00	\$7,000.00	\$7,000.00
10	EXPLORATORY EXCAVATION	4	HOUR	\$1,000.00	\$4,000.00	\$457.85	\$1,831.40	\$600.00	\$2,400.00	\$600.00	\$2,400.00
11	BYPASS PUMPING INSTALLATION AND OPERATION	1	LUMP SUM	\$18,000.00	\$18,000.00	\$12,562.13	\$12,562.13	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
12	CLEAN INTERIOR OF EXISTING WET WELL	1	EACH	\$4,750.00	\$4,750.00	\$5,440.66	\$5,440.66	\$2,766.92	\$2,766.92	\$1,500.00	\$1,500.00
13	SEAL INFILTRATION AT JOINTS AND BASE	4	EACH	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00
14	SEAL INFILTRATION AT EXISTING PIPE CONNECTIONS	2	EACH	\$500.00	\$1,000.00	\$350.00	\$700.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
15	LINER COATING OF WET WELL INTERIOR	1	EACH	\$13,500.00	\$13,500.00	\$17,014.16	\$17,014.16	\$31,200.00	\$31,200.00	\$14,210.00	\$14,210.00
16	WET WELL MODIFICATIONS AND CONSTRUCTION OF VALVE MANHOLE, INC	1	LUMP SUM	\$132,000.00	\$132,000.00	\$151,806.17	\$151,806.17	\$138,000.00	\$138,000.00	\$115,000.00	\$115,000.00
17	ELECTRICAL CONSTRUCTION & CITY PURCHASED CONTROL PANEL INSTALL	1	LUMP SUM	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$13,700.00	\$13,700.00
18	4" PVC FORCEMAIN	80	LN FT	\$170.00	\$13,600.00	\$63.08	\$5,046.40	\$68.72	\$5,497.60	\$76.00	\$6,080.00
19	4" GATE VALVE AND BOX	1	EACH	\$4,000.00	\$4,000.00	\$3,431.96	\$3,431.96	\$2,551.77	\$2,551.77	\$2,300.00	\$2,300.00
20	FORCEMAIN FITTINGS	100	POUND	\$20.00	\$2,000.00	\$17.83	\$1,783.00	\$32.67	\$3,267.00	\$29.00	\$2,900.00
21	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$1,600.00	\$1,600.00	\$2,045.22	\$2,045.22	\$1,386.87	\$1,386.87	\$4,600.00	\$4,600.00
22	DEWATERING	1	LUMP SUM	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$500.00	\$500.00	\$500.00	\$500.00
23	AGGREGATE BEDDING	65	TON	\$30.00	\$3,250.00	\$0.14	\$9.10	\$76.25	\$4,956.25	\$80.00	\$5,200.00
24	REMOVE UNSUITABLE FOUNDATION MATERIAL (EV)	10	CU YD	\$35.00	\$350.00	\$84.86	\$848.60	\$30.40	\$304.00	\$100.00	\$1,000.00
25	SEWAGE PUMP TRUCK	4	HOUR	\$250.00	\$1,000.00	\$404.45	\$1,617.80	\$590.00	\$2,360.00	\$250.00	\$1,000.00
26	4" PERFP PIPE DRAIN WITH AGGREGATE	60	LN FT	\$50.00	\$3,000.00	\$42.58	\$2,554.80	\$29.98	\$1,798.80	\$55.00	\$3,300.00
27	4" PVC CLEANOUT	1	EACH	\$400.00	\$400.00	\$799.51	\$799.51	\$825.91	\$825.91	\$575.00	\$575.00
28	ROADWAY PATCH	275	SQ YD	\$85.00	\$23,375.00	\$52.33	\$14,390.75	\$57.16	\$15,719.00	\$68.00	\$18,700.00
29	TYPE SP 9.5 WEARING COURSE MIXTURE (Z,C)	50	TON	\$200.00	\$10,000.00	\$193.53	\$9,676.50	\$203.35	\$10,167.50	\$182.25	\$9,112.50
30	5" CONCRETE PAD	20	SQ FT	\$45.00	\$900.00	\$77.96	\$1,559.20	\$86.37	\$1,727.40	\$22.50	\$450.00
31	CONCRETE CURB AND GUTTER (B618)	40	LN FT	\$77.00	\$3,080.00	\$125.00	\$5,000.00	\$47.68	\$1,907.20	\$51.00	\$2,040.00
32	BITUMINOUS CURB	120	LN FT	\$15.00	\$1,800.00	\$14.00	\$1,680.00	\$20.04	\$2,404.80	\$15.60	\$1,872.00
33	FLOWABLE FILL FOR VALVE VAULT ABANDONMENT	20	CU YD	\$330.00	\$6,600.00	\$327.10	\$6,542.00	\$336.30	\$6,726.00	\$320.00	\$6,400.00
34	SILT FENCE	85	LN FT	\$5.00	\$425.00	\$5.00	\$425.00	\$7.26	\$617.10	\$3.20	\$272.00
35	BIOLOG	80	LN FT	\$5.75	\$460.00	\$4.00	\$320.00	\$7.26	\$580.80	\$4.60	\$368.00
36	REINFORCED FIBER MATRIX WITH MINDOT SEED MIX 2.5-1S1	150	SQ YD	\$9.00	\$1,350.00	\$8.00	\$1,200.00	\$11.17	\$1,675.50	\$6.20	\$930.00
37	TOPSOIL BORROW (LV)	25	CY	\$70.00	\$1,750.00	\$105.95	\$2,648.75	\$76.16	\$1,904.00	\$100.00	\$2,500.00
38	LANDSCAPE ALLOWANCE	1	ALLOWANCE	\$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 BID:					\$304,135.00		\$300,780.16		\$312,780.87		\$319,394.50

QUALITY FLOW SYSTEMS, INC.

800 6th Street NW
New Prague, MN 56071

Phone(952)758-9445
Fax(952)758-9661

March 6, 2023

TO: Matt Bauman
Bolton & Menk

Subject: Shorewood, MN
Lift Station Rehabilitation

Engineer: Bolton & Menk

Dear Matt;
Please find below our proposal for the submersible lift station pumps, stainless steel guide system, accessories, control panel, and access hatch.

Duplex Submersible Pump Lift Station:

Two (2) "KSB" Model KRT E80-217/112XEG (170), 15 hp, 230/3 heavy duty submersible sewage pumps capable of pumping 113 gpm @ 112' TDH. To include:

- 50' of power cord
- Stainless steel upper guide pipe bracket
- **2" stainless steel guide pipe (100')**
- 2" X 6" stainless steel intermediate guide bracket
- 15 hp, 230 volt/3 phase inverter duty explosion-proof motor
- 4" base discharge elbows
- Seal/ overtemp sensors in pump
- Pump safe module

One (1) "Halliday" 30" X 48" H-20 rated aluminum access cover with safety grate

One (1) Duplex pump control panel for operation on 120/240 Volt, 3-Phase, 4-Wire, 60-Hz incoming service. The enclosure is 1-door, suitable for floor or pad-mounting, NEMA 4X, 304 Stainless Steel, measuring approximately 48"H x 36"W x 12"D with 18"H skirted leg stands. Inner dead-front door, 3-point pad-lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 15 HP KSB submersible pumps in response to wetwell level as sensed by transducer (primary) and float switches (back-up).

To include:

<u>Qty</u>	<u>Major Control Panel Components: Description</u>
1	CB; Main Disconnect; 3P; 240VAC; 100A
2	CB; Pump Disconnect; 3P; 240VAC; 60A
2	Motor Starter; NEMA; with solid-state adjustable OL relay
1	Breaker; 1P; 10A; (Control Power)
1	Breaker; 1P; 15A; (Convenience Receptacle)
1	Convenience Receptacle; GFCI; 15A
1	Phase Monitor
1	Surge Arrestor; 3-Phase
1	Heater; Fan-forced; 125W; Thermostatically controlled
2	Pump Protection module; KSB PumpSafe-A; with socket
2	Light-Pilot; P-T-T; 120VAC FV; LED; Green Fresnel Cap (pump running)
3	Light-Pilot; P-T-T; 120VAC FV; LED; Red Fresnel Cap (pump overtemp, hi level)
2	Light-Pilot; P-T-T; 120VAC FV; LED; Amber Fresnel Cap (pump seal fail)
3	Switch; 3-position (each pump H-O-A; alternation)
2	Push Button; (pump reset)
2	Runtime meter; non-resettable (each pump)
A/R	Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket)
1	Ground Lug; 3-Conductor
1	Pump Controller; Model 1500ct; PLC; with 5.7-inch color touchscreen OIT (primary)
1	IS barrier for transducer
1	Float controller with intrinsically safe circuit extensions (back-up)

- 1 Alarm Light; Red; Flashing; LED; 120VAC; (enclosure top mounted)
- 1 Alarm Horn; 120VAC; with Silence Button (enclosure left side mounted)
- A/R Terminal Block; Single; 18-10AWG
- A/R Contacts for status and alarms wired to terminals
- 1 Mission MyDro cellular alarm monitoring system; with first year of service included**
- 1 Submersible Level Transducer; with 60 ft cable and suspension kit
- 2 Float Switch; Suspended; Non-mercury; 60 ft cable
- One (1) Cable rack
- One (1) Stainless steel J-hook
- One (1) Start-up and training.
- One (1) Freight to the jobsite

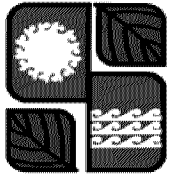
Total Delivered Selling Price - - \$48,900.00(+ tax)
Freight Allowed to the Jobsite

If you have questions or wish for our proposal to be quoted different, please give me a call.

Sincerely,

Patrick Malay

Patrick Malay



City of Shorewood

City Council Meeting Item

Title/Subject: **Accept Quote and Authorize Purchase Water Meters Units**
Meeting Date: April 24, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: **Council Resolution – Water Meter Purchases**
Ferguson Water Meter Quote
Sole Source Letter
Water Meter Warranties

<p>7B MEETING TYPE Regular Meeting</p>
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Background in Recommendation:

Between 2007 and 2009, the City awarded a contract to have furnished and installed radio-read water meters for all water customers. The meters are read utilizing a drive by receiver. The sealed units contain a battery that powers the transmission of data when the receiver is within proximity to the meter. When the meters were installed, batteries had a full replacement warranty for years 0-10 and prorated warranty for years 10-20.

If a water meter fails to provide a reading, the Finance department reviews the water usage history of each account and estimates a billing amount based on historical average quarterly usage. It is desirable for the customer and the city to minimize accounts that are estimated. In 2022, the city and its contractor replaced 226 units that had failed. Currently, there are approximately 250 additional water meters that have failed over the past 12-18 months. Staff has discovered that most of the meter failures over the past two years have occurred in the units that were installed between 2007 and 2009. The city anticipates continued additional failures of approximately 450 remaining water meters that were installed during that time period. The new meter units will have a new warranty after installation (see attached).

Therefore, the staff solicited quotes to obtain all the meter units that would replace the remainder of units that were installed from 2007 and 2009. While there are many companies that supply water meters, the city has chosen to use Ferguson Neptune meters in Shorewood. Utilizing one company for water meters is typical for municipal agencies so that there can be efficient and accurate water meter readings for billing and uniformity for maintenance and installation. The water meters and registry units are a proprietary system and are sourced by one company in the state of Minnesota. See attached sole source letter from Neptune Technology Group.

The meter units will be provided to the contractor who will perform all installation services, including resident communications, for the city. Staff will be soliciting quotes from two

contractors for the installation of the defective registry and meters. The results and information will be communicated at a May 2023 council meeting. Installation is dependent on the contractor’s schedule and availability of the water meter units.

Staff is seeking authorization to purchase of the following meters to be installed by a contractor to be determined later.

Description	Quantity	Unit Cost	Estimated Amount
5/8” Meter Units – Ph. 1	288	\$280	\$80,640
5/8” Meter Units – Ph. 2	311	\$295	\$91,745
3/4” Meter Units	58	\$370	\$21,460
1” Meter Units	37	\$465	\$17,205
1-1/2” Meter Units	5	\$940	\$4,700
2” Meter Units	1	\$1,120	\$1,120
3” Meter Units	1	\$3,100	\$3,100
TOTAL			\$219,970

Financial or Budget Considerations:

American Rescue Plan Act (ARPA) funds would be used to fund the meter unit purchase. On June 28, 2021, the Council approved a resolution accepting the Coronavirus local fiscal recovery fund established under the American Rescue Plan Act (ARPA). The act was passed by Congress and signed into law by President Biden in March 2021. An amount of \$883,437.60 of ARPA funds was received by the City of Shorewood in 2021 and 2022.

For Shorewood, projects utilizing ARPA have included:

- Covington Road watermain improvement project (2021). This was an emergency replacement which was not accounted for in the City’s Water Capital Improvement Plan. Total costs were \$336,385.19.
- Water meter repair and replacement project (2022). Total costs were \$61,370.00.

Total grant expenditures to date amount to \$397,755.19. Of the original grant received of \$883,437.60, an amount of \$485,682.41 is available. Funds must be obligated by December 31, 2024 and the period of performance will run until December 31, 2026.

Action Requested:

Motion to approve the purchase of water meter units in the amount of \$219,970.

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



FERGUSON WATERWORKS #2518
 1694 91ST AVE NE
 BLAINE, MN 55449-4311

Phone: 763-560-5200
 Fax: 763-560-1799

Deliver To: From: Brian Rollins Comments:
--

12:46:03 APR 12 2023

FERGUSON WATERWORKS #2518

Price Quotation
 Phone: 763-560-5200
 Fax: 763-560-1799

Bid No: B153521
Bid Date: 04/12/23
Quoted By: BAS

Cust Phone: 952-474-3236
Terms: NET 10TH PROX

Customer: CITY OF SHOREWOOD
 METER ACCOUNT
 5755 COUNTRY CLUB RD
 SHOREWOOD, MN 55331

Ship To: CITY OF SHOREWOOD
 METER ACCOUNT
 5755 COUNTRY CLUB RD
 SHOREWOOD, MN 55331

Cust PO#:

Job Name: PALLET METER

Item	Description	Quantity	Net Price	UM	Total
NED2B11RPDG11CR	PHASE 1 IN-STOCK 5/8X3/4 PC R900I USG COON RAPIDS TOTAL	288	280.000	EA	80640.00 80640.00

	PHASE 2 NEED TO ORDER				
NED2B11RPDG11	LF 5/8X3/4 T10 MTR P/C R900I USG	311	295.000	EA	91745.00
NED2C11RPDG11	LF 3/4 T10 MTR P/C R900I USG	58	370.000	EA	21460.00
NED2F11RPDG11	LF 1 T10 MTR P/C R900I USG	37	465.000	EA	17205.00
NEU2A2G1	1-1/2 MACH10 R900I USG 13 LL *X	5	940.000	EA	4700.00
NEU2E2G1	2 MACH10 R900I USG 17 LL *X	1	1120.000	EA	1120.00
NEU3B2G1	3" MACH 10, R900I, 17" LENGTH USG	1	3100.000	EA	3100.00

Net Total: \$219970.00
Tax: \$0.00
Freight: \$0.00
Total: \$219970.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=25341>



March 9, 2023

Matt Morreim, PE
Public Works Director
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Ref.: Ferguson Water Works - Sole Authorized Distributor - State of Minnesota

Neptune Technology Group Inc is pleased to affirm that Ferguson Water Works, is the sole authorized distributor in the State of Minnesota for Neptune RF meter reading equipment and software, Neptune water meters and Neptune parts.

Ferguson Water Works is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson Water Works representative, Brian Rollins, at (319) 631-3174, or your local Neptune representative, Ian Coburn at (334) 220-9318 .

Sincerely,

Ian Coburn

Ian Coburn
Senior Territory Manager



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900i™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any ProCoder™)R900i™ that has shipped on or since August 1, 2021.

2. PROCODER)R900i

Neptune Technology Group Inc. warrants that the ProCoder)R900i (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the “date of shipment” (such period being the “Warranty Period”). Neptune shall not be responsible for any defects in the ProCoder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900i free of charge for the first ten (10) years and at a discount off of the then- current list price during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900i™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900i register’s ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

Year of Failure	ProCoder)R900i Replacement Price Discount*
1-10	Full replacement: 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

**Replacement price discount percentages will be applied towards the then-current list prices, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900i registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900i warranty, whichever is greater.*

THE ABOVE WARRANTY FOR THE PROCODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the “Water Meters”), Neptune Technology Group Inc. (“Neptune”) warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as “the Date of Shipment”) and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune’s standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8”, 3/4” and 1” meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2” and 2” meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4" x 3/4"	1/4 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association (“AWWA”) accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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

RESOLUTION 23-044

**A RESOLUTION, APPROVING QUOTE AND AUTHORIZING
PURCHASE OF WATER METERS**

CITY PROJECT 21-09, Phase 2

WHEREAS, the City solicited a quote for water meters; and

WHEREAS, on April 12th, 2023, a quote was received from Ferguson Waterworks in the amount of \$219,970.00

WHEREAS, the Director of Public Works has examined said quote and sole source letter and found them to be in order as Ferguson is the only vendor in the state that provides the proper meters to function effectively within the preexisting system; and

WHEREAS, as specified in the council memo, the City shall purchase and provide water meters as required in the field to a contractor to be determined at a later date.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Shorewood, to accept the quote by Ferguson Waterworks in the amount of \$219,970.00.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 24th day of April, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



#9A.1

MEETING TYPE
Regular

City of Shorewood Council Meeting Item

Title / Subject: 1st Quarter 2023 General Fund Budget Report

Meeting Date: April 24, 2023

Prepared by: Joe Rigdon, Finance Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: General Fund Budget Report

Policy Consideration:

A General Fund year-end budget report is provided to the City Council for review on a quarterly basis.

Background:

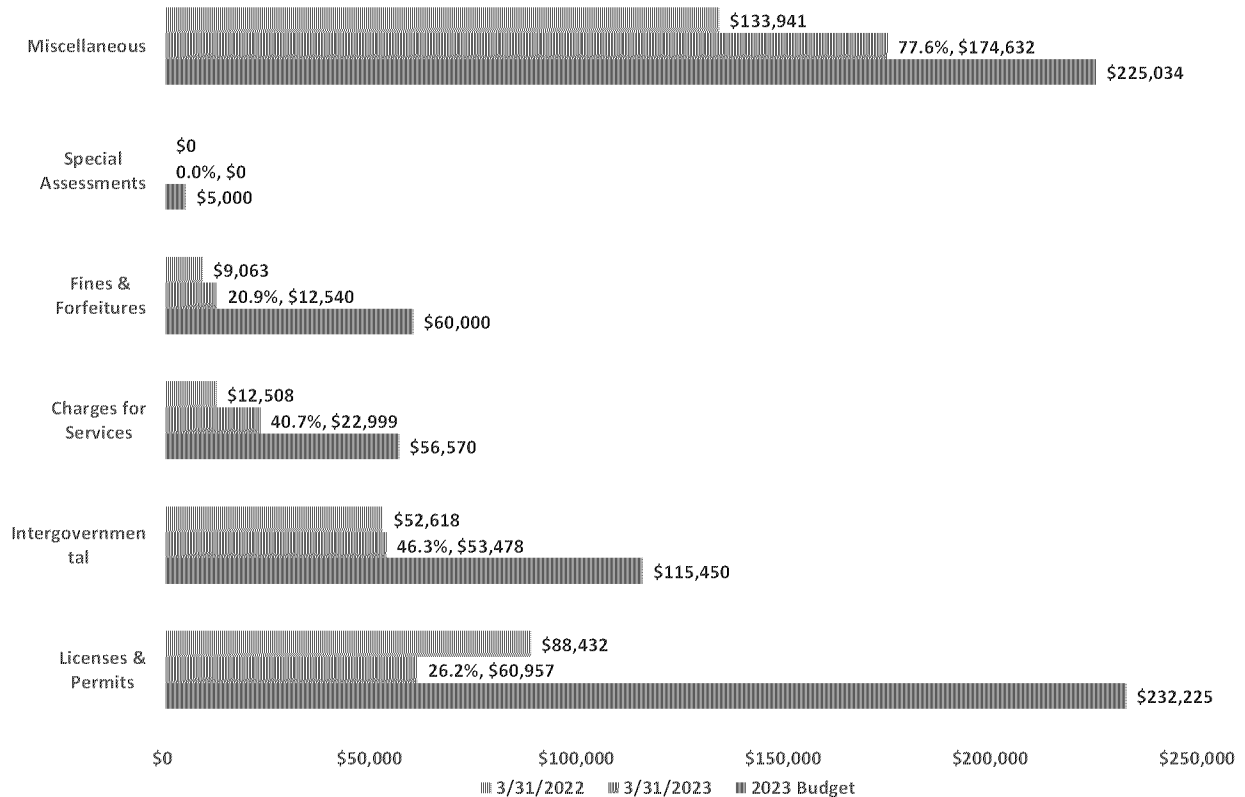
The following information describes the unaudited financial results of the City's General Fund as of March 31, 2023. Comparisons between year-to-date amounts through March for revenues and expenditures are included to assist in gauging fund performance.

General Fund

Revenues:

Property tax revenues for the General Fund were \$0 through March 2023. The first half property taxes will be received in June and July 2023, and the second half property taxes will be received in December 2023.

GENERAL FUND NON-TAX REVENUES

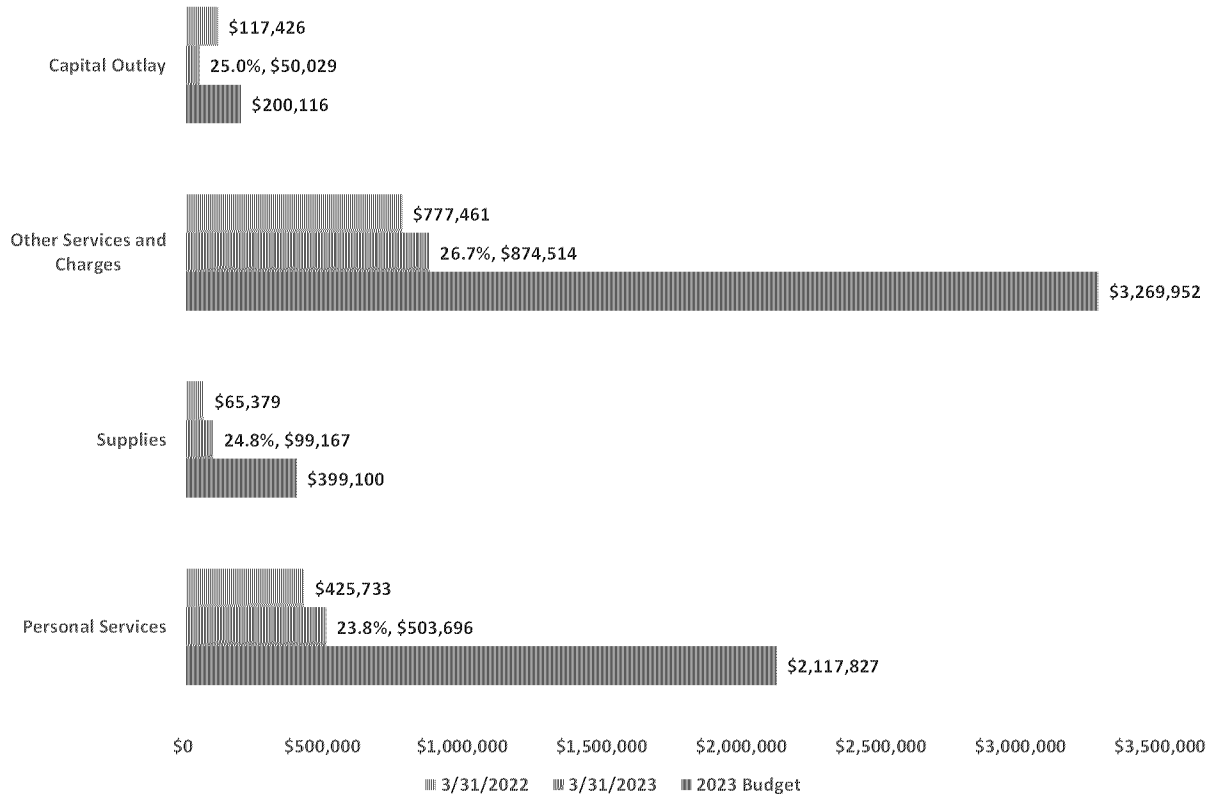


- Licenses and permits amounted to 26.2% of budget, or \$60,957 through March of 2023. The majority of the revenue consisted of building permits and plan check fees. As a comparison, licenses and permits revenues through March of 2022 were \$88,432.
- Intergovernmental revenues were \$53,478 through 03/31/23, as compared to \$52,618 through 03/31/22.
- Miscellaneous revenues totaled \$174,632 through 03/31/23, an increase of \$40,691 from the prior year. Antenna rent is the largest component, and accounted for the majority of the increase. No investment interest earnings are typically allocated to the General Fund until the fourth quarter.

- Total General Fund revenues (excluding transfers in) amounted to \$324,606, or 5.4% of budget through 03/31/23. Revenues through March for 2023 were \$28,044 higher than prior year revenues through March 2022.

Expenditures by Type:

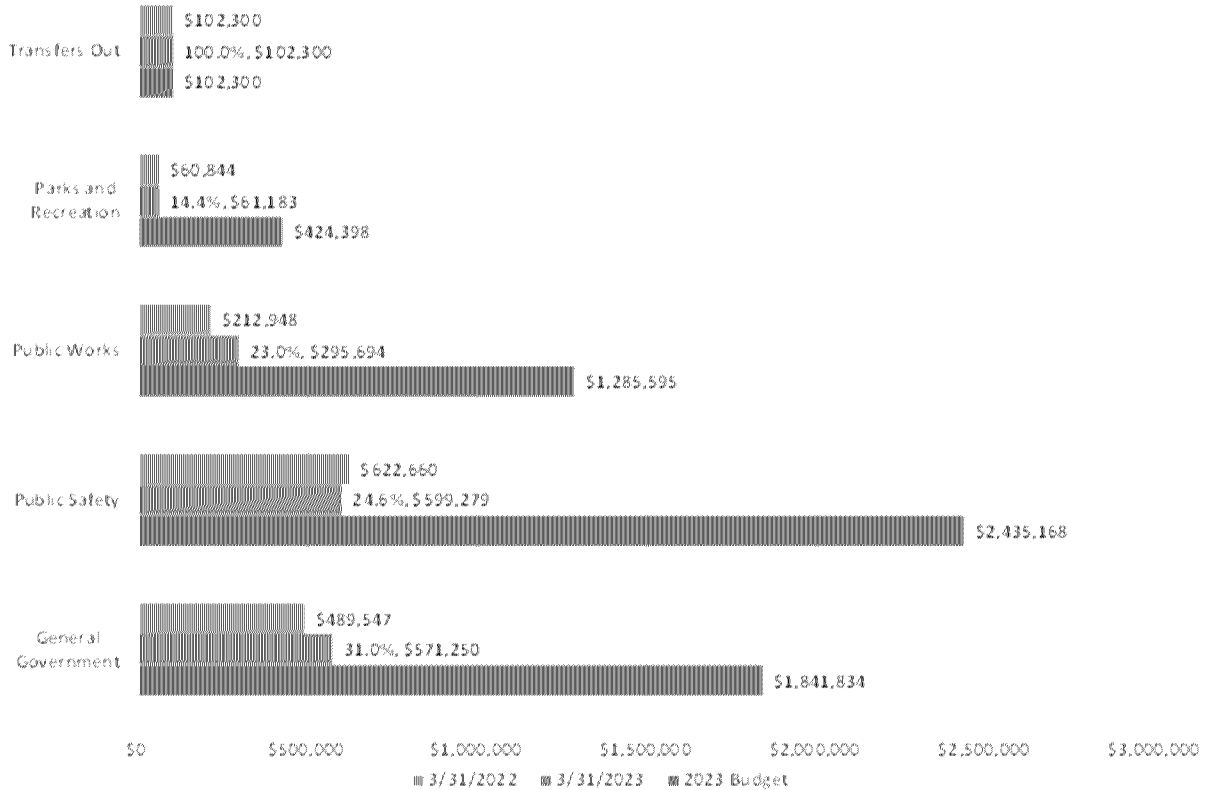
GENERAL FUND EXPENDITURES BY TYPE



- General Fund personal services (including salaries and benefits) were at 23.8% of the annual budget through the first quarter of 2023. This amounted to a 18.3% increase over the 1st quarter of 2022, and resulted due to timing differences in payroll from year to year.
- Supplies expenditures through March 2023 were 24.8% of the 2023 budget.
- Other services and charges were 26.7% of the 2023 budget, and 12.5% more compared to the prior year. This is attributable to payment timing differences for the operations.
- Capital outlay expenditures were 25.0% of budget through the first quarter. This represents the capital portion of the fire contract in 2023.

Expenditures by Program:

GENERAL FUND EXPENDITURES AND TRANSFERS OUT BY PROGRAM



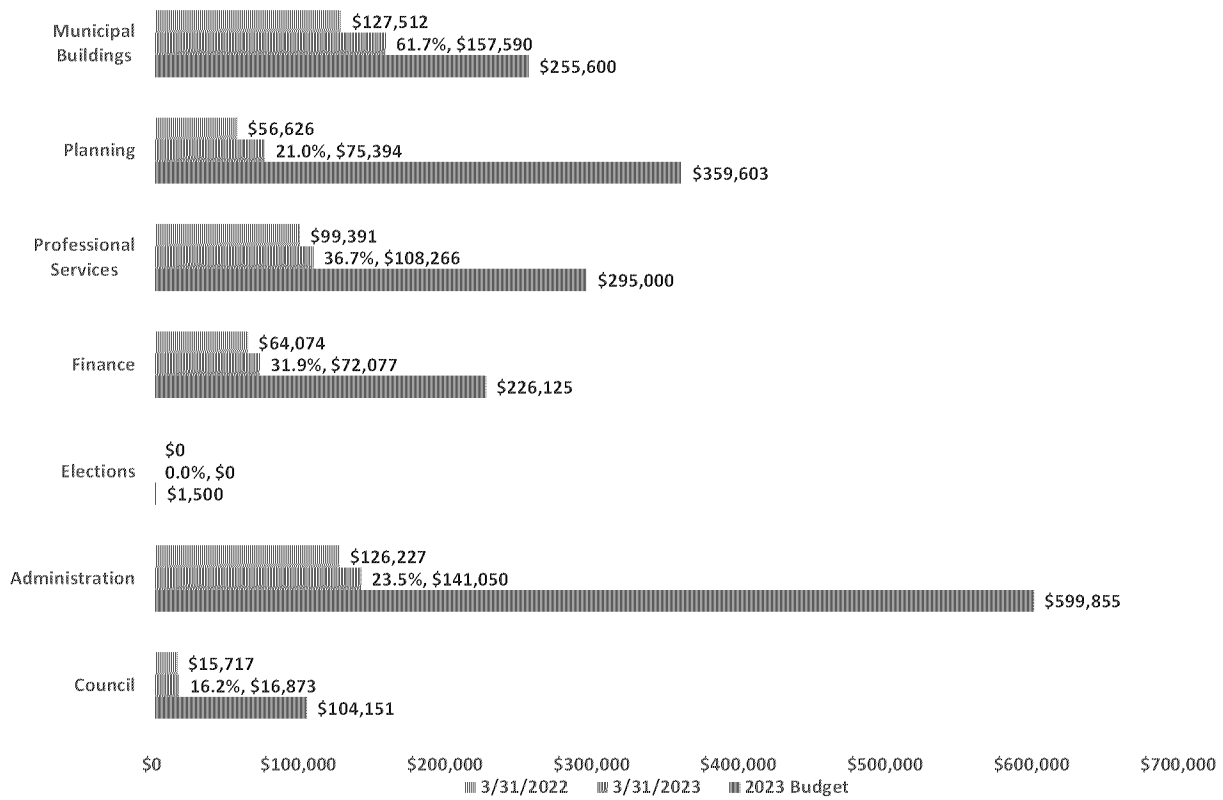
- General government expenditures through March 2023 were \$571,250 (31.0% of budget), or 16.7% higher than 2022.
 - Overall increases occurred due to timing of operations and expenditures.
- Public safety expenditures were \$599,279 through 03/31/23 (24.6% of budget), decreasing 3.8% through 03/31/23.
 - The decrease resulted from the capital/debt portion of the police contract fee being paid off, reducing the City's annual payments.
- Public works expenditures totaled \$295,694 through 03/31/23 (23.0% of budget), increasing 38.9% from the prior year.
 - Part of the increase is due to the hiring of an additional public works employee.
- Parks and recreation expenditures amounted to \$61,183 through March 2023, a 0.6% increase from 2022.
- Budgeted transfers out to the Shorewood Community and Event Center were \$102,300 through both March 2023 and March 2022.

- The General Fund exhibited an overall 10.2% increase in expenditures (excluding transfers out) from \$1,385,999 through 03/31/22 to \$1,527,406 through 03/31/23.

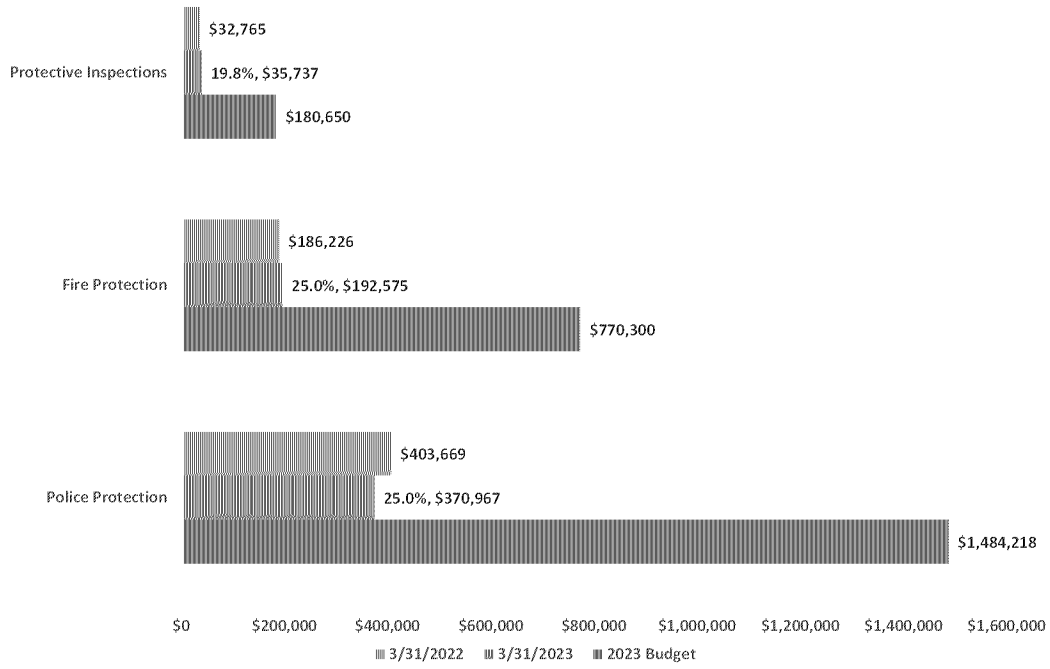
Expenditures by Department:

The following charts include expenditure information for individual departments for the first quarter of 2023.

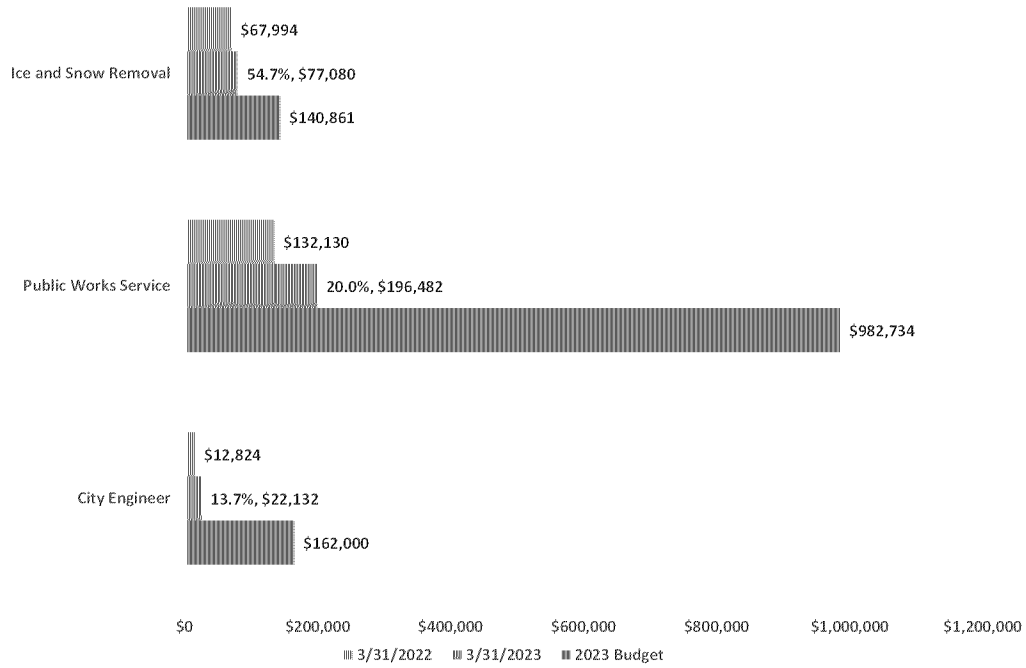
GENERAL FUND EXPENDITURES - GENERAL GOVERNMENT



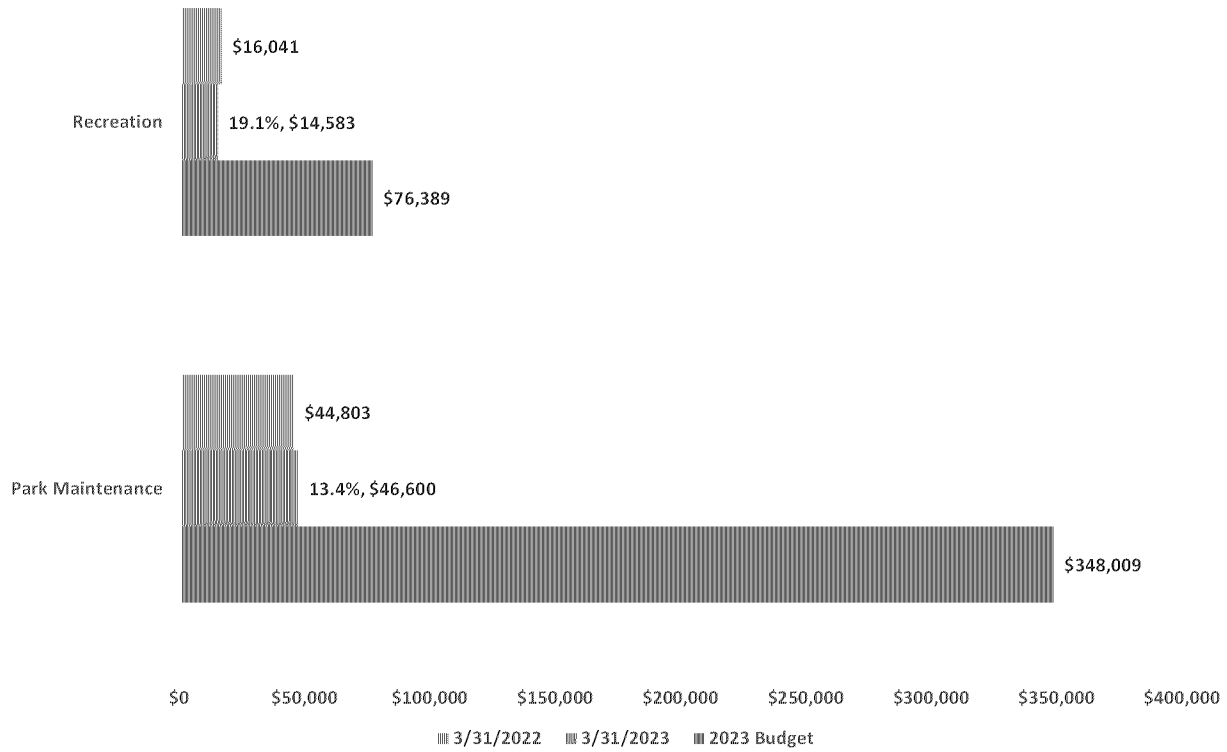
GENERAL FUND EXPENDITURES - PUBLIC SAFETY



GENERAL FUND EXPENDITURES - PUBLIC WORKS



GENERAL FUND EXPENDITURES - PARKS AND RECREATION



Financial or Budget Considerations:

This report is intended to provide budget to actual and comparative financial information for the General Fund.

Recommendation / Action Requested:

Staff recommends that the City Council accept the quarterly budget report.

Next Steps and Timeline:

The General Fund budget report for 2nd quarter 2023 will be prepared and distributed in July 2023.

Connection to Vision / Mission:

The review of periodic reporting of financial information is a component of sound financial management.

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
General Fund Revenues							
Taxes	5,370,016	0	1,342,504	0.0%	0	0	N/A
Licenses & Permits	232,225	60,957	58,056	26.2%	88,432	(27,475)	-31.1%
Intergovernmental	115,450	53,478	28,863	46.3%	52,618	860	1.6%
Charges for Services	56,570	22,999	14,143	40.7%	12,508	10,491	83.9%
Fines & Forfeitures	60,000	12,540	15,000	20.9%	9,063	3,477	38.4%
Special Assessments	5,000	0	1,250	0.0%	0	0	N/A
Miscellaneous	225,034	174,632	56,259	77.6%	133,941	40,691	30.4%
Total General Fund Revenues	6,064,295	324,606	1,516,074	5.4%	296,562	28,044	9.5%
Other Financing Sources							
Transfers In	25,000	25,000	6,250	100.0%	25,000	0	0.0%
Total Revenues and Other Financing Sources	6,089,295	349,606	1,522,324	5.7%	321,562	28,044	8.7%
General Fund Expenditures							
General Government							
Council							
Personal Services	27,451	6,863	6,863	25.0%	5,544	1,319	23.8%
Supplies	3,000	690	750	23.0%	0	690	N/A
Other Services and Charges	73,700	9,320	18,425	12.6%	10,173	(853)	-8.4%
Council	104,151	16,873	26,038	16.2%	15,717	1,156	7.4%
Administration							
Personal Services	528,855	119,322	132,214	22.6%	117,863	1,459	1.2%
Supplies	17,000	2,418	4,250	14.2%	2,886	(468)	-16.2%
Other Services and Charges	54,000	19,310	13,500	35.8%	5,478	13,832	252.5%
Administration	599,855	141,050	149,964	23.5%	126,227	14,823	11.7%

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Elections							
Personal Services	0	0	0	N/A	0	0	N/A
Supplies	1,500	0	375	0.0%	0	0	N/A
Other Services and Charges	0	0	0	N/A	0	0	N/A
Elections	1,500	0	375	0.0%	0	0	N/A
Finance							
Personal Services	192,125	51,199	48,031	26.6%	44,632	6,567	14.7%
Supplies	21,000	19,029	5,250	90.6%	18,728	301	1.6%
Other Services and Charges	13,000	1,849	3,250	14.2%	714	1,135	159.0%
Finance	226,125	72,077	56,531	31.9%	64,074	8,003	12.5%
Professional Services							
Other Services and Charges	295,000	108,266	73,750	36.7%	99,391	8,875	8.9%
Professional Services	295,000	108,266	73,750	36.7%	99,391	8,875	8.9%
Planning							
Personal Services	280,403	73,279	70,101	26.1%	49,521	23,758	48.0%
Supplies	700	455	175	65.0%	(178)	633	-355.6%
Other Services and Charges	78,500	1,660	19,625	2.1%	7,283	(5,623)	-77.2%
Planning	359,603	75,394	89,901	21.0%	56,626	18,768	33.1%
Municipal Buildings							
Supplies	38,000	9,782	9,500	25.7%	666	9,116	1368.8%
Other Services and Charges	217,600	147,808	54,400	67.9%	126,846	20,962	16.5%
Municipal Buildings	255,600	157,590	63,900	61.7%	127,512	30,078	23.6%
Total General Government	1,841,834	571,250	460,459	31.0%	489,547	81,703	16.7%
Public Safety							
Police Protection							
Supplies	0	0	0	N/A	0	0	N/A
Other Services and Charges	1,484,218	370,967	371,055	25.0%	351,432	19,535	5.6%
Capital Outlay	0	0	0	N/A	52,237	(52,237)	-100.0%
Police Protection	1,484,218	370,967	371,055	25.0%	403,669	(32,702)	-8.1%

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Fire Protection							
Other Services and Charges	570,184	142,546	142,546	25.0%	121,037	21,509	17.8%
Capital Outlay	200,116	50,029	50,029	25.0%	65,189	(15,160)	-23.3%
Fire Protection	770,300	192,575	192,575	25.0%	186,226	6,349	3.4%
Protective Inspections							
Personal Services	145,050	30,820	36,263	21.2%	29,107	1,713	5.9%
Supplies	3,300	336	825	10.2%	88	248	281.8%
Other Services and Charges	32,300	4,581	8,075	14.2%	3,570	1,011	28.3%
Protective Inspections	180,650	35,737	45,163	19.8%	32,765	2,972	9.1%
Total Public Safety	2,435,168	599,279	608,792	24.6%	622,660	(23,381)	-3.8%
City Engineer							
Supplies	0	0	0	N/A	0	0	N/A
Other Services and Charges	162,000	22,132	40,500	13.7%	12,824	9,308	72.6%
City Engineer	162,000	22,132	40,500	13.7%	12,824	9,308	72.6%
Public Works Service							
Personal Services	593,034	128,776	148,259	21.7%	99,105	29,671	29.9%
Supplies	190,900	44,150	47,725	23.1%	9,384	34,766	370.5%
Other Services and Charges	198,800	23,556	49,700	11.8%	23,641	(85)	-0.4%
Public Works Service	982,734	196,482	245,684	20.0%	132,130	64,352	48.7%
Ice & Snow Removal							
Personal Services	59,661	58,900	14,915	98.7%	34,616	24,284	70.2%
Supplies	80,000	18,180	20,000	22.7%	33,378	(15,198)	-45.5%
Other Services and Charges	1,200	0	300	0.0%	0	0	N/A
Ice & Snow Removal	140,861	77,080	35,215	54.7%	67,994	9,086	13.4%
Total Public Works	1,285,595	295,694	321,399	23.0%	212,948	82,746	38.9%

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Parks and Recreation							
Park Maintenance							
Personal Services	233,959	26,810	58,490	11.5%	34,069	(7,259)	-21.3%
Supplies	36,700	4,080	9,175	11.1%	202	3,878	1919.8%
Other Services and Charges	77,350	15,710	19,338	20.3%	10,532	5,178	49.2%
Park Maintenance	348,009	46,600	87,002	13.4%	44,803	1,797	4.0%
Recreation							
Personal Services	57,289	7,727	14,322	13.5%	11,276	(3,549)	-31.5%
Supplies	7,000	47	1,750	0.7%	225	(178)	-79.1%
Other Services and Charges	12,100	6,809	3,025	56.3%	4,540	2,269	50.0%
Recreation	76,389	14,583	19,097	19.1%	16,041	(1,458)	-9.1%
Total Parks and Recreation	424,398	61,183	106,100	14.4%	60,844	339	0.6%
Total General Fund Expenditures	5,986,995	1,527,406	1,496,749	25.5%	1,385,999	141,407	10.2%
Other Financing Uses							
Transfers Out - SCEC - Building	32,300	32,300	8,075	100.0%	32,300	0	0.0%
Transfers Out - SCEC - Operations	70,000	70,000	17,500	100.0%	70,000	0	0.0%
Transfers Out - Equipment Replacement	0	0	0	N/A	0	0	N/A
Transfers Out - Street Improvements	0	0	0	N/A	0	0	N/A
Transfers Out - Park Capital	0	0	0	N/A	0	0	N/A
Total Other Financing Uses	102,300	102,300	25,575	100.0%	102,300	0	0.0%
Total Expenditures and Other Financing Uses	6,089,295	1,629,706	1,522,324	26.8%	1,488,299	141,407	9.5%
General Fund, Net	0	(1,280,100)	0	N/A	(1,166,737)	(113,363)	9.7%

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Expenditures and Transfers Out by Program							
General Government	1,841,834	571,250	460,459	31.0%	489,547	81,703	16.7%
Public Safety	2,435,168	599,279	608,792	24.6%	622,660	(23,381)	-3.8%
Public Works	1,285,595	295,694	321,399	23.0%	212,948	82,746	38.9%
Parks and Recreation	424,398	61,183	106,100	14.4%	60,844	339	0.6%
Transfers Out	102,300	102,300	25,575	100.0%	102,300	0	0.0%
Total Expenditures and Transfers Out	6,089,295	1,629,706	1,522,324	26.8%	1,488,299	141,407	9.5%
Expenditures by Department							
Council	104,151	16,873	26,038	16.2%	15,717	1,156	7.4%
Administration	599,855	141,050	149,964	23.5%	126,227	14,823	11.7%
Elections	1,500	0	375	0.0%	0	0	N/A
Finance	226,125	72,077	56,531	31.9%	64,074	8,003	12.5%
Professional Services	295,000	108,266	73,750	36.7%	99,391	8,875	8.9%
Planning	359,603	75,394	89,901	21.0%	56,626	18,768	33.1%
Municipal Buildings	255,600	157,590	63,900	61.7%	127,512	30,078	23.6%
Police Protection	1,484,218	370,967	371,055	25.0%	403,669	(32,702)	-8.1%
Fire Protection	770,300	192,575	192,575	25.0%	186,226	6,349	3.4%
Protective Inspections	180,650	35,737	45,163	19.8%	32,765	2,972	9.1%
City Engineer	162,000	22,132	40,500	13.7%	12,824	9,308	72.6%
Public Works Service	982,734	196,482	245,684	20.0%	132,130	64,352	48.7%
Ice and Snow Removal	140,861	77,080	35,215	54.7%	67,994	9,086	13.4%
Park Maintenance	348,009	46,600	87,002	13.4%	44,803	1,797	4.0%
Recreation	76,389	14,583	19,097	19.1%	16,041	(1,458)	-9.1%
Transfers Out	102,300	102,300	25,575	100.0%	102,300	0	0.0%
Total Expenditures and Transfers Out	6,089,295	1,629,706	1,522,324	26.8%	1,488,299	141,407	9.5%

**General Fund
Revenues and Expenditures vs Budget
Through March 31, 2023**

Description	Budget 2023	Amount 1/1/23 to 3/31/2023	YTD Budget 1/1/23 to 3/31/2023	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Expenditures by Type							
Personal Services	2,117,827	503,696	529,457	23.8%	425,733	77,963	18.3%
Supplies	399,100	99,167	99,775	24.8%	65,379	33,788	51.7%
Other Services and Charges	3,269,952	874,514	817,488	26.7%	777,461	97,053	12.5%
Capital Outlay	200,116	50,029	50,029	25.0%	117,426	(67,397)	-57.4%
Total Expenditures	5,986,995	1,527,406	1,496,749	25.5%	1,385,999	141,407	10.2%
Transfers Out	102,300	102,300	25,575	100.0%	102,300	0	0.0%
Total Expenditures and Transfers Out	6,089,295	1,629,706	1,522,324	26.8%	1,488,299	141,407	9.5%



City of Shorewood Council Meeting Item

9A.2

MEETING TYPE
Regular

Title / Subject: Investments 1st Quarter 2023 Report

Meeting Date: April 24, 2023

Prepared by: Joe Rigdon, Finance Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: First Quarter 2023 Investments Spreadsheets

Policy Consideration:

An investment report is provided to the City Council for review on a quarterly basis.

Background:

The following information describes the unaudited investment activity of the City's funds as of March 31, 2023.

The City's investment policy, modified 3/24/2013, indicates that an investment report shall be prepared at least quarterly, including a management summary.

General Objectives:

The primary objectives, in priority order, of investment activities are safety, liquidity, and yield.

1. Safety:

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates.

2. Liquidity:

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

3. Yield:

The investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

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.*

Authorized and Suitable Investments:

Minnesota Statute 118A.04 lists the types of investments that public funds may be invested in. The City's investment policy is narrower than the statute, and includes the following permissible investments:

- United States securities:

Governmental bonds, notes, bills, mortgages (excluding high-risk mortgage-backed securities), and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress.

- State and local securities:

Any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service.

Any security which is a revenue obligation of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service.

- Commercial paper:

Commercial paper issued by United States corporations or their Canadian subsidiaries that is rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.

- Time deposits:

Time deposits that are fully insured by the Federal Deposit Insurance Corporation (FDIC) or by the National Credit Union Administration (NCUA).

- Minnesota joint powers investment trust (4M Fund):

Investments are restricted to securities described in Minnesota Statutes 118A.04 and 118A.07, subdivision 7.

Diversification:

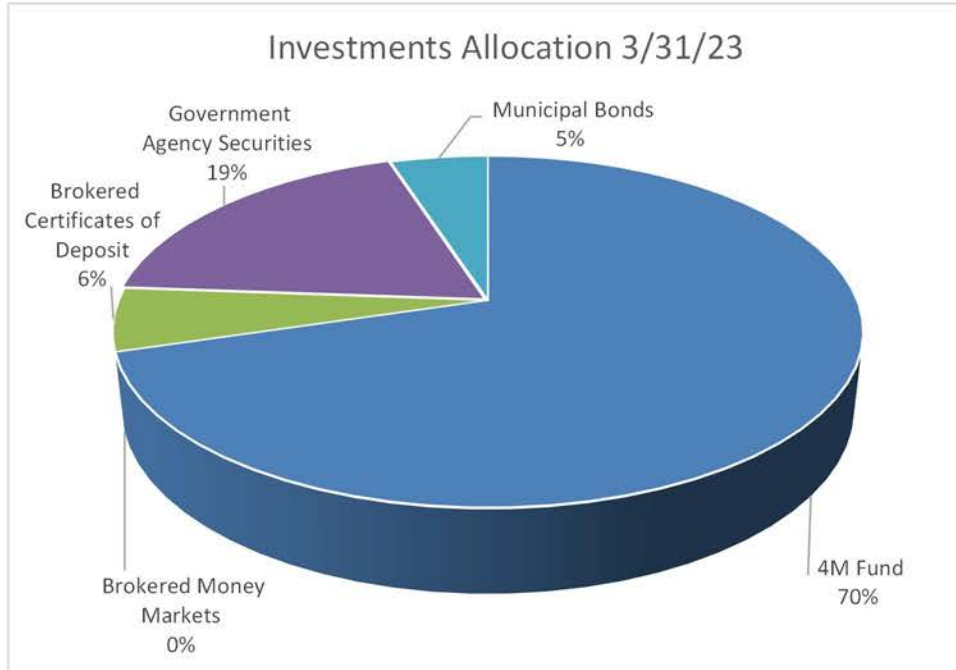
The City shall attempt to diversify its investments according to type and maturity. The portfolio may contain both short-term and long-term investments. The City will attempt to match its investment maturities with anticipated cash flow requirements. The City's investment policy includes the following restrictions:

- No more than 30% of the total investments should extend beyond 5 years.
- No investment should extend beyond 15 years.
- No more than 10% of the total investments shall be commercial paper.

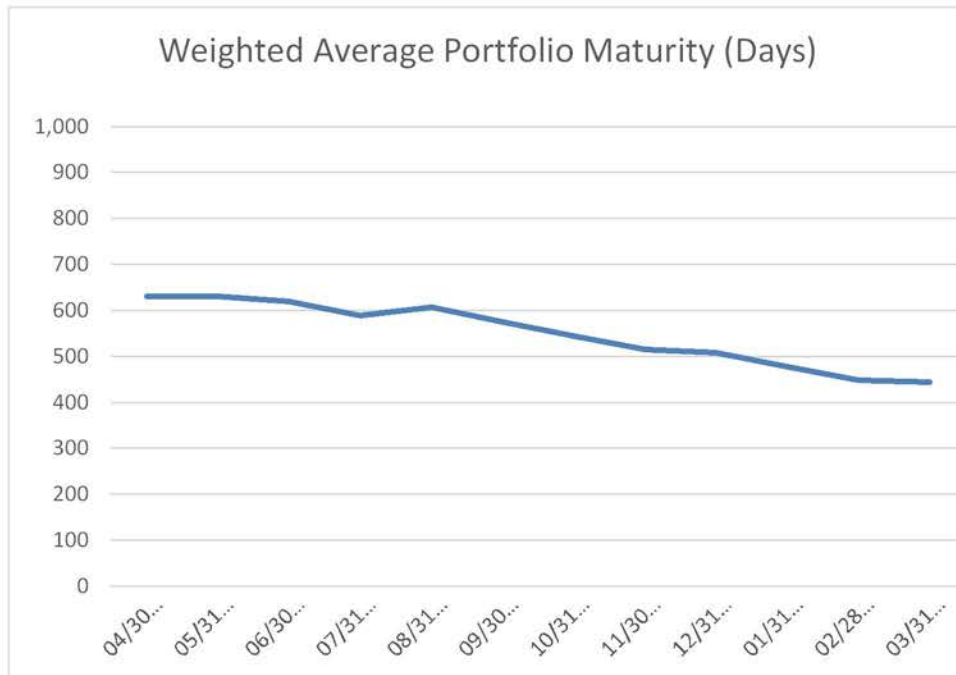
As of 3/31/2023, the City is in compliance with the investment policy's diversification restrictions.

Current Investments:

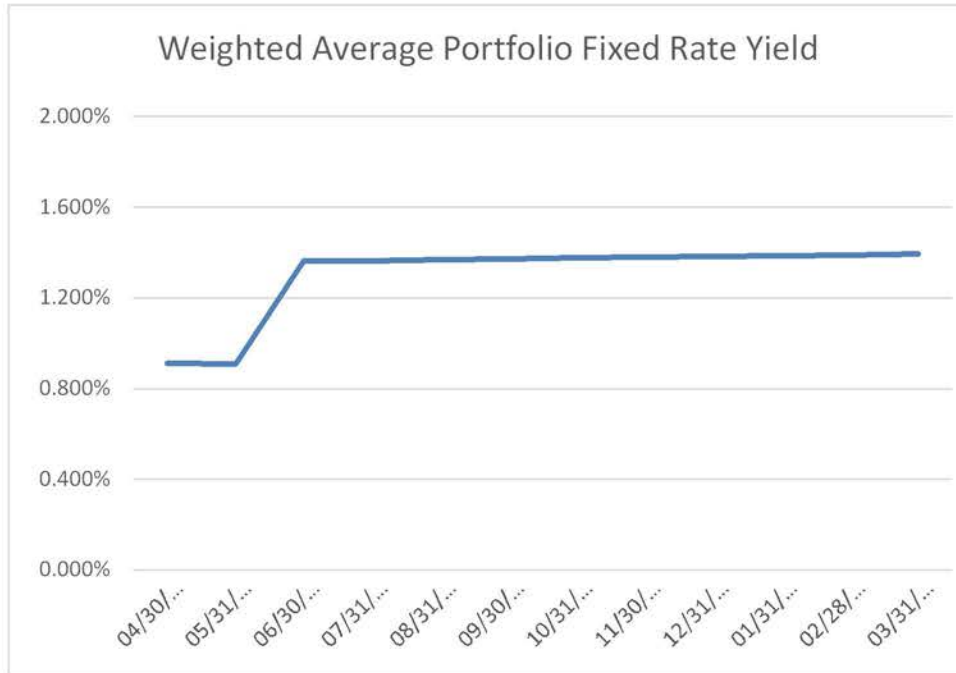
At 3/31/2023, market value of the City’s investments amounted to \$16,897,604.80. Municipal money market funds (4M) were the largest share of the portfolio, at 70%. Net bond proceeds of \$7.5 million were transferred into the 4M fund in December 2022. An investments summary and an investments detail listing are included on the attachments.



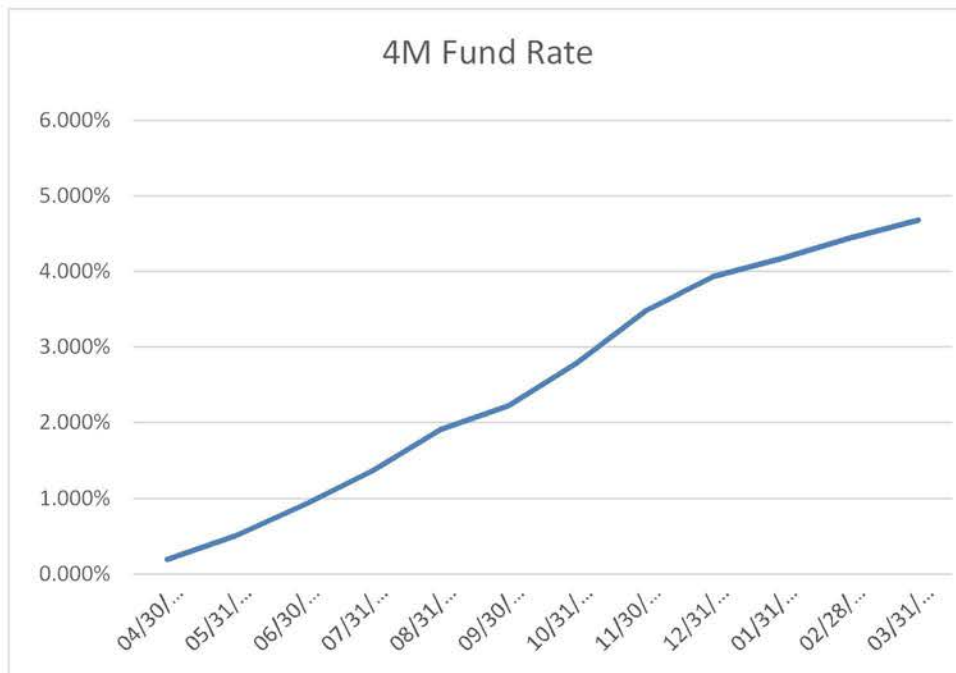
The weighted average portfolio maturity in days of the City’s investment portfolio has been steady during the past year. This calculation varies based on the mix of investment purchases and maturities. The average maturity at March 31, 2023 was a calculated 445 days, or 1.22 years.



The weighted average fixed rate yield of the City's investment portfolio was relatively flat during the past year. Based on the City's fixed rate investments (excluding the 4M Fund), the fixed rate portfolio yield was calculated at 1.393% at 3/31/2023.



The 4M Fund average monthly rate for March 2023 was 4.683%, as compared to a rate of 0.199% in April 2022



From 1/1/2023 through 3/31/2023, the City received \$142,486 in investment interest. The change in fair market value of the portfolio increased by \$47,194 through 3/31/23 as a result of market economic conditions. The City's intent is to hold investments to maturity dates, which will prevent realized principal gains or losses on investments related to market conditions. Net investment income through 3/31/23 amounted to \$189,680.

Financial or Budget Considerations:

This report is intended to provide investments financial information for the City's funds.

Recommendation / Action Requested:

Staff recommends that the City Council accept the quarterly investments report.

Next Steps and Timeline:

The investments quarterly report for 2nd quarter 2023 will be prepared and distributed in July 2023.

Connection to Vision / Mission:

The review of periodic reporting of financial information is a component of sound financial management.

**City of Shorewood
Investments Summary
2022-2023**

	04/30/22	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23
Allocation (\$)												
4M Fund	6,922,025.86	7,179,974.36	6,047,403.12	6,054,410.46	6,564,161.16	6,586,121.16	5,614,650.94	4,629,904.94	12,440,583.25	11,488,137.10	11,527,279.65	11,886,069.29
Brokered Money Markets	-	-	-	-	-	-	-	-	-	-	-	-
Brokered Certificates of Deposit	1,739,093.26	1,487,952.68	1,727,640.99	1,726,916.80	1,232,935.51	1,229,532.46	1,228,858.74	1,228,860.00	981,336.78	981,625.83	982,082.13	982,678.88
Government Agency Securities	2,600,841.42	2,613,915.02	3,495,491.10	3,508,931.11	3,474,447.28	3,428,911.32	3,421,848.05	3,442,095.92	3,447,926.48	3,467,458.46	3,447,115.66	3,186,604.13
Municipal Bonds	838,620.50	847,388.00	846,251.00	851,584.50	838,436.50	825,741.50	825,537.00	836,917.00	838,078.50	844,764.50	835,549.00	842,252.50
	12,100,581.04	12,129,230.06	12,116,786.21	12,141,842.87	12,109,980.45	12,070,306.44	11,090,894.73	10,137,777.86	17,707,925.01	16,781,985.89	16,792,026.44	16,897,604.80
Allocation (%)												
4M Fund	57.2%	59.2%	49.9%	49.9%	54.2%	54.6%	50.6%	45.7%	70.3%	68.5%	68.6%	70.3%
Brokered Money Markets	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Brokered Certificates of Deposit	14.4%	12.3%	14.3%	14.2%	10.2%	10.2%	11.1%	12.1%	5.5%	5.8%	5.8%	5.8%
Government Agency Securities	21.5%	21.6%	28.8%	28.9%	28.7%	28.4%	30.9%	34.0%	19.5%	20.7%	20.5%	18.9%
Municipal Bonds	6.9%	7.0%	7.0%	7.0%	6.9%	6.8%	7.4%	8.3%	4.7%	5.0%	5.0%	5.0%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Weighted Average Portfolio Yield	0.910%	0.908%	1.364%	1.363%	1.368%	1.373%	1.378%	1.381%	1.384%	1.385%	1.390%	1.393%
4M Fund Rate	0.199%	0.512%	0.916%	1.364%	1.912%	2.229%	2.797%	3.477%	3.934%	4.175%	4.442%	4.683%
Weighted Average Portfolio Maturity (Days)	630	631	619	589	607	575	544	515	508	478	448	445

City of Shorewood - Investments Detail
12/31/23

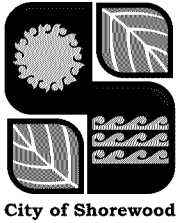
4M Fund

	Par Value	Yield %	Purchase Date	Maturity Date	Cusip	FDIC #
Money Market	11,488,137.10	4.683				
US Treasury	303,000.00	0.125	3/24/2022	3/31/2023	91282CBU4	N/A
Servisfirst Bank, FL CD	249,900.08	0.16	4/1/2021	4/3/2023	Non-DTC	57993
Greenstate Credit Union, IA CD	249,947.60	0.15	6/1/2021	6/1/2023	Non-DTC	NCUA
Texas Capital Bank, NA Dallas TX	242,000.00	2.80	6/24/2022	6/23/2023	88224PM55	34383
Morgan Stanley Pvt Bank CD	242,000.00	1.76	9/5/2019	9/5/2023	61760AX65	34221
US Treasury	306,000.00	0.25	3/24/2022	9/30/2023	91282CDA6	N/A
Waukesha WI Prom Nts	500,000.00	2.00	4/20/2021	10/1/2023	943080VH1	N/A
US Treasury	309,000.00	0.75	6/21/2022	12/31/2023	91282CDR9	N/A
US Treasury	296,000.00	2.125	3/24/2022	3/31/2024	912828W71	N/A
US Treasury	500,000.00	2.00	4/5/2021	4/30/2024	912828X70	N/A
US Treasury	305,000.00	1.75	6/21/2022	6/30/2024	912828Z68	N/A
Waukesha WI Prom Nts	350,000.00	2.00	4/20/2021	10/1/2024	943080V17	N/A
US Treasury	500,000.00	0.50	4/5/2021	3/31/2025	912828Z70	N/A
US Treasury	314,000.00	0.50	3/24/2022	3/31/2025	912828Z70	N/A
US Treasury	327,000.00	0.25	6/21/2022	6/30/2025	912828ZV3	N/A
US Treasury	500,000.00	0.75	4/5/2021	3/31/2026	91282CB77	N/A

Market Value 12/31/2022	Purchases	Sales	Transfers In	Transfers out	Change in Market Value & Gain/Loss	Interest/ Dividends	Market Value 3/31/2023
12,440,583.25	303,000.00	-	14,129.10	(1,000,000.00)	-	128,356.94	11,886,069.29
299,896.98	-	(303,000.00)	-	(189.38)	3,103.02	189.38	0.00
249,100.00	-	-	-	-	-	-	249,100.00
249,200.00	-	-	-	-	-	-	249,200.00
240,357.06	-	-	-	-	399.30	-	240,756.36
242,679.72	-	-	-	(2,265.97)	942.80	2,265.97	243,622.52
295,827.95	-	-	-	(382.50)	3,621.81	382.50	299,449.76
494,830.00	-	-	-	-	2,515.00	-	497,345.00
297,086.51	-	-	-	(1,158.75)	2,836.62	1,158.75	299,923.13
286,842.35	-	-	-	(3,145.00)	1,954.19	3,145.00	288,796.54
482,578.00	-	-	-	-	3,613.50	-	486,191.50
292,383.07	-	-	-	(2,668.75)	2,740.12	2,668.75	295,123.19
343,248.50	-	-	-	-	1,659.00	-	344,907.50
459,570.50	-	-	-	(1,250.00)	6,362.50	1,250.00	466,133.00
288,610.27	-	-	-	(785.00)	4,121.25	785.00	292,731.52
296,458.85	-	-	-	(408.75)	4,726.14	408.75	301,184.99
448,672.00	-	-	-	(1,875.00)	8,398.50	1,875.00	457,070.50
17,707,925.01	303,000.00	(303,000.00)	14,129.10	(1,014,129.10)	47,193.75	142,486.04	16,897,604.80

Net Interest Earnings (Interest and realized gains/losses on securities)

189,679.79 189,679.79



City Council Meeting Item

Title/Subject: Tree Sale 2023 – Tree Selection
and Approve Recruitment for Position

Meeting Date: April 24, 2023

Prepared by: Eric Wilson, Communications Coordinator

Reviewed by: Sandie Thone, City Clerk/Human Resources Director

Attachments: 2023 City Compensation Schedule

Item 9A3

Background: Since 2021, the City of Shorewood has hosted an annual tree sale. This year, trees were selected based on the following criteria:

- Species previously sold in 2021 and 2022
- Species listed in City of Shorewood’s Tree Preservation and Replacement Policy
- Species that are native to Minnesota
- Species that residents may be interested in that have never been sold before

Quantities of each variety were based on:

- Previous years’ sales
- Minimum amount required for purchase from Bailey’s Nursery

Action Requested: n/a

Timeline: n/a

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. This program helps protect, preserve and enhance the environment of the community.

Tree Sales Sold in 2021 & 2022

Notes Trees recommended by Shorewood Tree Preservation Plan (2004)			
		Previously Sold in	
Common Name	Scientific Name	2022	2021
Deciduous Trees			
Green Ash	<i>Fraxinus pennsylvanica</i>		
Mountain Ash	<i>Sorbus spp.</i>		
River Birch	<i>Betula nigra</i>	x	
Kentucky Coffeetree	<i>Gymnocladus dioica</i>		
Amur Corktree	<i>Phellodendron amurense</i>		
Flowering Crabapple	<i>Malus spp.</i>		
Ginkgo (male only)	<i>Ginkgo biloba</i>	x	autumn gold offer
Hackberry	<i>Celtis occidentalis</i>		
Hawthorn	<i>Crataegus spp.</i>		
Shagbark Hickory	<i>Carya ovata</i>		
Honeylocust	<i>Gleditsia Hatriacanthos</i>		x
Ironwood	<i>Ostrya virginiana</i>	x	
Japanese Tree Lilac	<i>Syringa amurensis japonica</i>		
American Linden	<i>Tilia americana</i>		
Littleleaf Linden	<i>Tilia cordata</i>		
Redmond Linden	<i>Tilia americana 'Redmond'</i>		
Black Locust	<i>Roninia psuedoacacia</i>		
Amur Maple	<i>Acer ginnala</i>		
Norway Maple	<i>Acer platanoides</i>		
Red Maple	<i>Acer rubrum</i>		
Silver Queen Maple (seedles)	<i>Acer saccharinum 'Silver Queen'</i>		x
Sugar Maple	<i>Acer saccharum</i>		
Northern Catalpa	<i>Catalpa speciosi</i>		
Bur Oak	<i>Quercus macrocarpa</i>		
Pin Oak	<i>Quercus palustris</i>		
Red Oak	<i>Quercus rubra</i>		
Swamp White Oak	<i>Quercus bicolor</i>		
White Oak	<i>Quercus alba</i>		
Ohio Buckeye	<i>Aesculus glabra</i>		
Russian Olive	<i>Eleagnus angustifolia</i>		
Black Walnut	<i>Juglans nigra</i>		
Aspen, summer shimmer	<i>populus 'klaus select'</i>	x	
Blue Beech	<i>carpinus caroliniana</i>	x	x
Serviceberry, autumn brilliant	<i>amelanchier x grandiflora 'autumn B'</i>	x	x
dogwood, alleman's compact	<i>cornus sericea 'alleman's compact'</i>		x
dogwood, cardinal red osier	<i>cornus sericea 'cardinal'</i>		x

Conifers			
American Arborvitae	<i>Thuja occidentalis</i>	x	techn x techny offer
Balsam Fir	<i>Abies balsamea</i>		
Douglas Fir	<i>Pseudotsuga menziesii</i>		
White Fir	<i>Abies concolor</i>		
Canadian Hemlock	<i>Tsuga canadensis</i>		
European Larch	<i>Larix decidua</i>		
Austrian Pine	<i>Pinus nigra</i>		
Norway Pine	<i>Pinus resinosa</i>		
Red Pine	<i>Pinus resinosa</i>		
Scotch Pine	<i>Pinus sylvestris</i>		
White Pine	<i>Pinue strobus</i>		
Black Hills Spruce	<i>Picea glauca densata</i>		
Colorado Spruce	<i>Picea pungens</i>		
Norway Spruce	<i>Picea abies</i>		
White Spruce	<i>Picea glauca</i>		
Tamarack	<i>Larix laricina</i>		

Fruit			
Crabapple, spring snow	<i>malus 'spring snow'</i>	x	x
cherry, Canada red select	<i>prunus virginiana 'shubert select'</i>		x
Pear, Parker	<i>Pyrus 'Parker'</i>		x
Pear, Summercrisp	<i>Pyrus 'Summercrisp'</i>		x
Cherry, Evans Bali	<i>prunus cerasus 'Evans Bali'</i>		x
Cherry, North Star	<i>prunus 'north star'</i>		x

Item	Scientific Name	Common Name	Price	Order Summary (City)		
				Qty FY22	Qty FY23	Total
Deciduous						
64568	Acer platanoides 'Pond'	Emerald Lustre Maple	\$ 92.10		3	\$ 276.30
41109	Acer saccharum 'Balista'	Fall Fiesta Sugar Maple	\$ 82.00		5	\$ 410.00
29251	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	\$ 91.00	11	9	\$ 819.00
58355	Betula nigra 'Cully'	Heritage River Birch	\$ 79.00	18	10	\$ 790.00
64598	Carpinus caroliniana Blue Beech	Blue Beech	\$ 105.40	16	15	\$ 1,581.00
65269	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	\$ 173.00	5	4	\$ 692.00
59761	Gleditsia triacanthos var. inermis 'Skycole'	Skyline Honeylocust	\$ 95.20		3	\$ 285.60
64664	Malus 'Spring Snow'	Spring Snow Crabapple	\$ 92.50	5	3	\$ 277.50
69723	Ostrya virginiana	Ironwood	\$ 46.40	12	10	\$ 464.00
23595	Populus 'Klaus Select'	Summer Shimmer Aspen	\$ 81.95	10	9	\$ 737.55
64683	Populus tremuloides	Quaking Aspen	\$ 102.00	6	6	\$ 612.00
Conifers/Evergreens						
74061	Thuja occidentalis 'Pyramidalis'	Pyramidal Arborvitae	\$ 72.75		4	\$ 291.00
74066	Thuja occ Techny Arborvitae	Techny Arborvitae	\$ 68.25	27	18	\$ 1,228.50
Fruit						
28963	Pyrus 'Parker'	Parker Pear	\$ 45.60		5	\$ 228.00
28967	Pyrus 'Summercrisp'	Summercrisp Pear	\$ 46.10		5	\$ 230.50
1211	Prunus 'Mount Royal'	Mount Royal Plum	\$ 44.95		5	\$ 224.75
31800	Prunus cerasus 'Evans Bali'	Evans Bali Cherry	\$ 45.60		5	\$ 228.00
13772	Prunus 'North Star'	North Star Cherry	\$ 45.60		5	\$ 228.00
				110	124	\$ 9,603.70