

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MAY 22, 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 May 8, 2023 | Minutes |
| B. City Council Regular Meeting Minutes of May 8, 2023 | Minutes |
| C. Approval of the Verified Claims List | Claims List |
| D. City Data Practices Policy Annual Review | City Clerk/HR Director Memo
Resolution 23-050 |
| E. Authorize Declaration of Items as Surplus and Authorize the Sale | Public Works Director Memo
Resolution 23-051 |
| F. Accept Improvements and Approve Final Payment for Lawtonka Drive Water Service | City Engineer Memo
Resolution 23-052 |
| G. Approve Purchase of Commercial Refrigerator for SCEC | Parks/Rec Director Memo |

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

4. REPORTS AND PRESENTATIONS

A. Riley Purgatory Bluff Creek Watershed District Planning Director Memo

B. Public Works Week Proclamation Public Works Director Memo

5. PARKS

A. Approve Contract with CivicRec for Recreation Software Parks Director Memo

6. PLANNING

A. Report by Commissioner Gorham on 5/02/23 Planning Commission Meeting Minutes

B. Approve 2023 Deer Management Program Dates Planning Technician Memo

7. ENGINEERING/PUBLIC WORKS

A. Approve Quote for Water Meter Replacement Services Public Works Director Memo
Resolution 23-053

8. GENERAL/NEW BUSINESS

A. Initiate Competitive Bond Sale Finance Director Memo
Resolution 23-054

B. Approve Contract with DDA for Compensation Study City Administrator Memo

C. Accept Resignation of Councilmember Patrick Johnson
and Declare Vacancy City Administrator Memo
Resolution 23- 055

9. STAFF AND COUNCIL REPORTS

A. Staff

B. Mayor and City Council

10. CLOSED SESSION

Pursuant to Minnesota Statutes, section 13D. 05, subdivision 3(b), as permitted by Attorney Client Privilege, the City Council will be moving into a Closed Session to discuss Alex and Elena Ugorets v. City of Shorewood, et al.

11. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, MAY 8, 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 6:00 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Callies, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Director Crossfield; Finance Director Rigdon; Planning Director Darling; Public Works Director Morreim; and City Engineer Budde

Absent: Councilmember Johnson

B. Review Agenda

Maddy moved, Sanschagrín seconded, approving the agenda as presented. Motion passed 4/0.

2. STRATEGIC DIRECTION FOR PARKS AND RECREATION DEPARTMENT/SHOREWOOD COMMUNITY AND EVENT CENTER

City Administrator Nevinski explained the importance of having a strategic direction for the Parks and Recreation Department. He noted that staff is looking for feedback from the Council on this proposal and noted that he felt some time needed to be taken for what needed to happen in the near term and explained that he felt that they were understaffed given everything happening within the Department. He gave an overview of the desire to utilize some type of Park and Recreation software where they could gain some efficiency, but noted that it was not already included in the budget. He reviewed other strategic directions he would like to see for the City including standardized agreements, associations, and South Shore Senior Partners.

Park and Recreation Director Crossfield stated that in addition to the items mentioned by City Administrator Nevinski, she would also like to highlight that they are looking at facility needs and the CIP plans for the upcoming years. She noted that she had incorporated a variety of health and wellness type programs that she felt could be feasible in the City. She noted that the ideas she had included in the packet were just ideas and she was looking for input from the Council.

Mayor Labadie stated that she thinks the suggestion for strategic direction to formalize relationships and agreements is a good idea.

Councilmember Sanschagrín asked about the earlier statement by City Administrator Nevinski that this area was understaffed and asked what type of staff they felt were needed.

City Administrator Nevinski stated that there are a number of things that have to happen including day to day work for things like rentals. He noted that changing the software and how the

Department functions may help, but they will still need somebody who knows the situation inside and out and can communicate with people in a reasonable timeframe. He stated that it can be difficult to staff to juggle it all at once because people tend to just walk in and take a look at the space. He noted that having time to identify contractors and markets for upcoming programming and then working through all the details for the space takes time.

Parks and Recreation Director Crossfield explained that there has been a daily adrenal rush because things have been busier. She stated that Stephany has been a great asset and has been able to adapt as needs have changed, but agreed that there is a need for additional staffing. She noted that she would prefer to find someone who has experience in Park and Recreation and who would be able to work somewhat independently.

Councilmember Callies noted that years ago they had two people who just handled the ballfield scheduling.

Councilmember Maddy asked about Stephany's position and number of hours.

Park and Recreation Director Crossfield stated that she typically works around 20-25 hours/week and noted that both of them have been doing evening coverage because they do not have community center attendance to cover all the rentals.

Councilmember Maddy asked how much staff time was getting covered by user fees.

Park and Recreation Director Crossfield stated that she did not readily have that information because she does not have software that would track that data.

Councilmember Maddy stated that he felt that information would be important.

Mayor Labadie asked what type of staffing additions they were suggesting.

Park and Recreation Director Crossfield stated that it will depend on the software question and then what service will be provided, for example, if they move to all facility requests being made on-line. She stated that may provide an answer, but she was not sure that was the customer service that the City wanted to provide. She stated that one full-time employee would definitely cover their bases in order to maintain and grow, but if that was not in the budget, if she could be given some parameters, she will try to make things happen. She stated that the more part-time employees a City has, the more turnover they will have.

Councilmember Callies stated that it sounds like they are hoping to find a 'Jill of All Trades'.

Councilmember Maddy asked how many staff hours, outside of the Park and Recreation Department, were getting consumed by their needs for things like people coming in to drop off payments. He explained that he was trying to figure out what other staff members were pitching in because the Department was currently over-burdened.

City Administrator Nevinski stated that Park and Recreation Director Crossfield and Stephany are covering a lot of the nuts and bolts kind of activity that is happening. He noted that the Communications Coordinator Wilson, the Finance Department, HR Director/City Clerk Thone are also involved, but ninety-five percent of what is happening in the Department is being handled by Park and Recreation Director Crossfield and Stephany.

Councilmember Maddy asked if the City would be delivering a better product by adding additional staff members.

Park and Recreation Director Crossfield stated that she would definitely say that adding additional staff members would create a better product. She shared examples of ways she felt that they could create a better product.

Councilmember Callies asked what the South Shore Senior Partners (SSSP) were helping with.

Park and Recreation Director Crossfield stated that is that they are there as a person in the building so the expectation on her position is not to be present at all times. She stated that they can also respond to the need for senior programming including greeting, directing, preparation of spaces, making coffee, and handling registration for their programs.

Tina Branthorst, 27215 Smithtown Road, explained that she has been the President of the Board for the SSSP for the last few years. She explained that throughout her time as president, their role was basically to be a person in the building when the Director was not able to be there. She stated that their agreement in the past had them there from 8:30 a.m. to 3:30 p.m. and they pay rental for those hours. She stated that along with the rental agreement was the agreement that they would supply volunteers to sit at the desk, open and close the building when needed, and answer the phone, which is what they still do.

Councilmember Callies asked if they had adequate volunteers and if she felt the set up was still working.

Ms. Branthorst stated that because they are seniors, their volunteers do age out or they find other things to do. She stated that because it is voluntary, they are not always available when they are needed, however, their current group of volunteers have been able to be very flexible and fill in where needed.

Mayor Labadie asked if there was a cost estimate for any of the proposed Park and Recreation software.

Park and Recreation Director Crossfield noted that she had looked at a few options and the one for smaller cities runs about \$8,000/year during the introductory phase and when they reach the point of maintenance the costs are taken down to about \$5,000/year. She gave examples of how this software can be self-serviced to check for availability.

There was consensus of the Council to direct staff to look into possible software uses and costs for future discussion.

Councilmember Maddy noted that this was the second recent request for computer enhancement that has been asked for recently and questioned whether there were some other software type issues lurking in the City outside of this area.

City Administrator Nevinski stated that there were other areas and noted that he and Public Works Director Morreim have been discussing Asset Management software so the City can track what they are doing with pavements, hydrant, valves, and signs to show when it was installed and when it has been worked on. He stated that there are some companies that can offer some integration

CITY OF SHOREWOOD WORK SESSION COUNCIL MEETING MINUTES

MAY 8, 2023

Page 4 of 5

so that could also be part of their evaluation process. He stated that it is possible that there may be some cost savings or ways for the different modules to talk to each other.

Mayor Labadie asked whether they were still anticipating additional staffing needs if scheduling software is approved.

Park and Recreation Director Crossfield stated that it would not solve all of their staffing issues, but would ease it for growth in other areas.

Mayor Labadie noted that the sooner the information about the software can be brought to the Council, the better.

City Administrator Nevinski stated that there are some things that can be done immediately to help and gave the example of swapping office space with SSSP and utilizing the coat room to create more space for the Department. He stated that can be done for a minimal cost.

Councilmember Callies stated that she was not sure that both Planning Director Darling and Park and Recreation Director Crossfield needed to attend the Park Commission meetings.

Park and Recreation Director Crossfield noted that she is hoping to be able to cut Planning Director Darling from having this responsibility soon. She explained that because there was a lack of quorum situation when she first started, she did not have the experience with them that she had hoped for. She stated that she is hopeful that following the Park Tours, that Planning Director Darling can take that off of her 'to do' list. She expressed her appreciation for all of the assistance Planning Director Darling had given her.

Mayor Labadie asked if there was some financial information that could be shared with the Council regarding income from the Community Center and fields prior to considering the software.

Park and Recreation Director Crossfield noted that year to date, the revenue of the Community and Event Center is at \$20,800. She noted that due to the pandemic, most agencies are comparing current numbers with 2019 which had a total for the year of \$56,000. She noted that if they compare year to date to 2022, the total revenue was \$45,900, so they are almost up to half of the same revenue compared with last year.

Stephany noted that they also have quite a few recurring rentals that have not occurred in past years.

Park and Recreation Director Crossfield gave an overview of some of the recurring rentals that use the space.

City Administrator Nevinski stated that he believes that there are a number of policy items that need to be discussed by the Council. He stated that he also believes that they need to take a look at the fee structure to ensure that they are positioned properly and noted that he believes this is just the beginning of the discussion surrounding this issue. He noted that they may be coming back to the Council with some suggested tweaks to the CIP and other ways that the money can be directed.

Councilmember Sanschagrín noted that one area he thought may be missing from the strategic direction was urban forest management/Bee Safe/IPM.

Park and Recreation Director Crossfield stated that she had experience with pollinator programming and education as well as urban gardening.

Ms. Brandthorst asked about the timeline for the agreement and when they could expect to see it.

City Administrator Nevinski stated that he believes the agreements should be moved to the 'front burner'.

3. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Work Session Meeting of May 8, 2023, at 6:46 P.M. Motion passed 4/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MAY 8, 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 7:03 P.M.

A. Pledge of Allegiance

B. Roll Call

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

Absent: Councilmember Johnson

C. Review Agenda

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

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of April 24, 2023

B. City Council Regular Meeting Minutes of April 24, 2023

C. Approval of the Verified Claims List

D. Approve Public Works Seasonal Hire

E. Approve City Master Fee Schedule Update, Adopting RESOLUTION NO. 23-045, "A Resolution to Update 2023 City Master Fee Schedule Pertaining to Massage Therapy Fees."

F. Approve Excelsior's Park, Dock, and Code Enforcement CSO Agreement with City of Excelsior

G. Approve Amplified Music for Private Event at Freeman Park, Adopting RESOLUTION NO. 23-049, "A Resolution Granting Authorization for Saint

**Paul Saints Community Youth Spotlight Game on Field 3 at Freeman Park
Located at 6000 Eureka Road**

Motion passed.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

A. Auditors Report

Andy Berg, Abdo, gave a brief overview of the 2022 audit results, including: General Fund information; Revenues and Expenditures; Governmental Funds; Enterprise Funds; and Key Performance Indicators. He noted that they issued an unmodified, or clean, opinion, which is the best that a city can get.

Councilmember Sanschagrin asked if Mr. Berg had seen any areas where costs were higher than normal or areas that he felt the city should take a closer look at.

Mr. Berg stated that it is a bit outside the scope of the audit but agreed that it would be something good to look at. He noted that nothing really came to mind and explained that the bulk of the City's money goes to projects that are bid out with a competitive bidding process.

B. Excelsior Fire District Presentation

Battalion Chief Kim Stern gave an overview of some training burns that they have planned at 2424 Yellowstone Trail and 25480 Birch Bluff Road that are scheduled for upcoming Fridays and Saturdays. He explained that the purpose of the burns is to provide realistic training and scenarios for the Department and noted that live training is a yearly requirement. He shared details of how the training exercises would be conducted and noted that members of the Council are welcome to watch the burns. He noted that they have had nine new members start in the Department over the last six months.

5. PARKS

A. Approve Freeman Park Trail Plans and Specifications and Authorize Advertisement for Bids, City Project 22-05

City Engineer Budde noted that on August 8, 2022, the Council authorized preparation of final plans and specifications for the Freeman Park Trail project. He noted that the trailhead will include construction of a new ADA compliant sidewalk adjacent to the park shelters. He stated that the city and the Three River Park District will enter into an agreement to define the costs and maintenance responsibilities. He reviewed details of the trail, way signage, drainage needs in the area, and future maintenance. He noted that the expectation is that bids would be opened in late May or early June and gave an overview of the budgeting details associated with the project.

Councilmember Sanschagrin asked if the asphalt trails would include a base.

City Engineer Budde stated that they would and are full reconstruction which means removal of the existing asphalt and base and putting in a new base and new asphalt.

Councilmember Sanschagrin asked if he could get a copy of the agreement with the County.

City Engineer Budde stated that is possible but noted that staff had just reviewed the first draft of the agreement today. He stated that the staff is hoping to have the agreement to the Council for approval at a June Council meeting.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-046, "A Resolution Approving the Plans and Specifications for the Freeman Park Trail Improvements Project and Authorizing Bidding; City Project 22-05."

Motion passed.

6. PLANNING

A. Request for PUD Concept Plan for Smithtown Road Redevelopment Location: 24250 Smithtown Road Applicant: TSML Properties, LLC

Planning Director Darling gave an overview of the request for a PUD Concept Plan for property located at 24250 Smithtown Road. She stated that the concept is six, two family dwellings and one single family dwelling that would be owned individually but with common property like a townhouse development. She noted that this parcel would have an impact in Shorewood as well as Tonka Bay where they are proposing four additional two-unit structures. She gave an overview of the proposed units, layouts of common areas, access, and planned density. She reviewed the original plans and Planning Commission discussion where they recommended denial. She noted that following this action, the applicant revised their plans to meet the buffer requirements. She showed renderings of the landscape plans to portray the proposed buffer which will provide a physical barrier to the Public Works facility. She stated that the Planning Commission had reviewed the changes to the proposal on April 4, 2023, and recommended approval with a split vote. She gave a brief overview of items staff would like the Council to consider related to traffic, setbacks, grading, and tree preservation. She noted that, if this project is approved, there will need to be some shared agreements between the City and Tonka Bay for things like utility service agreements.

Councilmember Sanschagrin asked if there were any concerns related to safety on Smithtown Road with relation to sight lines and access.

Planning Director Darling stated that there were some concerns regarding safety and noted that with the previous application for an apartment, the County had suggested that in lieu of the existing angled access point that there be an access road that would approach with a 90 degree angle so there would be a better view of both sides of County Road 19.

Councilmember Sanschagrin noted that one of the Planning Commissioners had expressed concern about the level of housing and asked if staff knew the target price of these units.

Planning Director Darling explained that the applicant has indicated that they would be priced at about one million dollars for each.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MAY 8, 2023

Page 4 of 11

Councilmember Maddy asked if the impervious coverage estimate included the private road on the Shorewood side of the project.

Planning Director Darling stated that she believed that it did include the private road.

Councilmember Maddy asked what just the lots on the Shorewood side would have for impervious coverage.

Planning Director Darling stated that she did not calculate that out separately, but typically when the road is removed from the impervious surface calculation, you also remove the net area.

Councilmember Callies stated that she agreed with the one Planning Commission who had some concerns about this proposal related to the housing model. She stated that the City does not have a lot of diversity in terms of housing options and noted that she feels this site may be better designated as commercial. She stated that this proposal does not seem to meet the objectives in the Comprehensive Plan related to density. She asked what other multi-family applications the city had seen for this parcel.

Planning Director Darling explained that the only application she had seen is the sketch that was submitted to the Council a few years ago for a fifty-six-unit apartment building.

Councilmember Callies asked about the Planning Commission discussion related to the height of the building and noted that the adjacent parcels are commercial in nature.

Planning Director Darling stated that she believed their concern was that this site sits up a bit higher and were concern that adding a multi-story building on top of an already high site, it would loom over the adjacent properties.

Councilmember Callies stated that she was not too concerned about a building looming over them because the adjacent properties were commercial and the Public Safety building. She noted that she was also concerned with the setbacks. She explained that she would like to see some more alternatives in terms of housing and feels this parcel is more appropriate for medium density housing.

Mayor Labadie stated that she would echo those statements. She noted that this is a beautiful project but does not think this is in the best interest of the city, long-term, to let go of an opportunity where they could increase density at a price point that would serve the community in a way that it is currently underserved. She stated that she believes this would be a suitable place for something that is higher density at a lower price point. She explained that she agreed with Planning Commission Huskins who stated that the city should wait for development that meets the density range and provides less expensive dwellings and meets the needs of a broader economic spectrum of residents.

Councilmember Maddy noted that there was no political will to raise the density zoning on the Comprehensive Plan until the Met Council came and told the city that they needed to. He stated that as a result they raised the density in a few areas of the city where they felt it would be the least impactful for the residents. He stated that it was implied that if the city did not have a higher number of housing units here, the city would be forced to do elsewhere in the city, and he did not think that was accurate.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MAY 8, 2023

Page 5 of 11

Planning Director Darling stated that the City has identified a number of properties that could be developed at five units/acre or greater. She reviewed the areas throughout the city that have been proposed for this medium to higher density use.

Councilmember Maddy noted that even once the Comprehensive Plan is approved by the Met Council, the market will still define what will be built. He explained that he did not think the extra units that were not built here would be required to be built elsewhere in the city.

Todd Simning, ADÖR Homes, stated that it is a bit disheartening going through two Planning Commission meetings and then coming before the Council and still not having a plan. He stated that from what they had heard from staff and Planning, they spent a great deal of money putting together something that they felt would meet the City's needs. He stated that it is disheartening to hear that there is a debate about whether the city wants higher density in this area or not. He stated that as a developer, they do not care if it is lower or higher density and shared details from projects that they have had in Chanhassen that involved affordable housing. He stated that they are open to this type of project but did not feel that was the feedback that they had gotten from staff or the Planning Commission. He stated that they have already been working on this for about four months and would like to get good direction from the city about what they want.

Councilmember Callies stated that she appreciated this feedback and believes that to provide affordability, the city would need to provide some type of incentive such as TIF. She explained that she could appreciate Mr. Simning's frustration with the overall process but noted that she was not sure how else this could be done other than to involve the Council earlier in the process.

Planning Director Darling explained that there is one option available where the applicant could provide a sketch directly to the City Council to get feedback. She noted that it can be done at either a work session or a regular meeting and noted that the comments received would be non-binding, which is what the apartment building had essentially done.

Councilmember Callies noted that she felt there was a range between strictly affordable housing and a million-dollar unit.

Mr. Simning stated that looking at the 60% adjusted gross income in and around the area, more of the affordable housing would be someone that can spend about \$1,800/month for their payment which equates to about a \$450,000 to \$500,000/unit.

Mayor Labadie stated that even if the City voted unanimously to approve this request, the applicant still must gain approval from Tonka Bay.

Councilmember Maddy stated that in his mind the problem with this proposal is not density but transportation and access to jobs. He stated that the city does not have the road network out here to move people efficiently at high enough density to drive down pricing. He stated that the proposal is nice and if they did want to move in a different direction for higher density, he does not think this is the site for it because of the way it is tucked up on the curve. He stated that he is fine supporting it as proposed with the hope that other, larger parcels will free up for higher density projects in the future. He stated that he feels that this proposal seems like it will be the least offensive for that corner.

Councilmember Sanschagrin stated that he agreed and while he understands the sentiment shared about having affordable housing, however, in this instance, having more access like that

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MAY 8, 2023

Page 6 of 11

to Smithtown Road seems like it is the wrong place to do that. He stated that he thinks many of the comments are for future direction in terms of what the City does as they continue to strive for higher density.

Mayor Labadie stated that she appreciated the efforts the applicant had put into the driveway access plans and that they had been willing to take one unit out of their plans. She stated that she understands the comments made by Councilmembers Maddy and Sanschagrín but noted her concern that the city has less and less land within the city that can be developed with density.

Councilmember Callies stated that she agreed with Mayor Labadie and noted that her understanding was also some single-family homes can generate more traffic than apartments. She noted that they are all just speculating because there is not an actual plan yet and reiterated that, to her, this should be a commercial site.

Councilmember Maddy stated that a dense apartment building went up right next door to this location and asked if staff knew what the rents were. He stated that he has been told some high numbers and noted that in this community, without substantial subsidy, they cannot do moderate income housing.

Councilmember Callies stated that the City had not examined this to see what the subsidy would need to be but noted that the issue was not in front of the Council tonight.

Councilmember Sanschagrín asked what would happen in a situation where one City approved and the other denied the request.

Councilmember Callies noted that the resolution language has approval contingent upon approval by the other city.

Planning Director Darling stated that Tonka Bay will be considering this concept at tomorrow's meeting.

Mr. Simning stated that they had received the staff report which states that they are completely in support of the project, as proposed.

Mayor Labadie cautioned that this information was from staff and the Tonka Bay Council would still need to vote on it and could have different opinions. She expressed concern that because there are only four Councilmembers present at the meeting, this item will end up with a split vote.

Tom Commerford, of 14906 Blakeney Rd, Eden Prairie, stated that he has been in this business for 30 years as a developer, investor, and broker. He stated that the city only has so much room to work with and stated that this is not a high-density site because it is already on a high elevation. He explained that to go with high density, they would have to build up which means that they would end up with a towering building. He stated that this project, as proposed, was not requesting any City assistance or financing and explained that he felt it was time for something new to happen on this site.

Councilmember Callies asked Mr. Simning why there could not be a more reasonably priced medium density project in this location.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
MAY 8, 2023
Page 7 of 11

Mr. Simning stated that the question is how they can create something that has more density at a lower price and asked the Council what price they would like to hit.

Councilmember Callies suggested \$500,000.

Mr. Simning stated that to make a product that would be livable but as they move to multi-family, the costs go up because of fire suppression for each unit and sound barriers between the units. He shared design options for three bedroom, three-level units and noted that he was even concerned with their single level designs looking over the nearby commercial areas. He stated that he would question whether people would even want the three bedroom, three-level unit as he described. He stated that he would agree with the statement made that this site is not one that requires density. He explained that he if thought it was, he would have come to the city with a different plan. He shared examples of his background and experience and explained the reasons why he felt what was being proposed was the right thing for this parcel.

Mayor Labadie thanked Mr. Simning for his input and explained that the Council needed to rely on staff for their expertise because no one on the Council is a builder. She stated that she remains concerned about density and would like there to be more affordable housing for people who cannot afford million-dollar homes to be able to live in the community.

Councilmember Callies stated that she does not like the proposal and questioned how many more million dollar homes the city needed. She stated that she does not understand why they could not do something that is a little denser that would not have to be the three levels Mr. Simning described.

Mayor Labadie asked Planning Director Darling if she felt confident that the city could meet the density asked for by the Met Council using other sites in the city.

Planning Director Darling stated that she thinks there is a real potential for it, but the city must accept that sometimes those opportunities may not be in 'perfect' locations.

Councilmember Callies asked if there was any middle ground and if Mr. Simning could put together a sketch plan to more closely fits what she and Mayor Labadie have been describing without having to go back to the Planning Commission or spending a lot of engineering dollars.

Mr. Simning reiterated that he feels that this is the right product for this piece of property. He stated that if he felt that this was a piece of property where they could bring in true affordability, he would do it. He stated that he appreciates having this conversation with the Council but reiterated that he feels this is the best product for this parcel.

Mayor Labadie noted that Shorewood's concerns related to density and the Comprehensive Plan are not shared by Tonka Bay, so they are two quite different cities dealing with the same site. She stated that she does not think the city can simply sit back and wait and see what Tonka Bay decides because they will be coming to it from a different mindset.

Councilmember Sanschagrin stated he also wants to be cognizant of fairness to the builder in terms of the process. He noted that the Council denying this PUD would seem reactive and noted that he feels the Council should be more proactive in identifying where the high-density housing can actually go and allowing the Planning Commission to have feedback early on in the process.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MAY 8, 2023

Page 8 of 11

He stated that another strong consideration is how it fits in the city and agreed that it could be a concern to have taller buildings on this lot looming over the area.

Councilmember Callies stated that she feels those comments were completely out of line because the process is the process, and the Council makes the decision. She stated that if the Council just rubber stamped everything that the Planning Commission does, they would not be doing their job. She stated that she understood that this developer has been through a lot but felt that saying the Council had to approve this because of the hardship they went through is, in her opinion, a cop out.

Councilmember Sanschagrín stated that he did not say that the Council had to approve it but does feel there was a fairness aspect to the situation.

Councilmember Maddy asked when the 120-day period would end.

Planning Director Darling stated that the 120-day period would end on May 24, 2023, and suggested that if the Council did not have enough votes for action that it be pushed out to the next meeting.

Mayor Labadie asked what would happen if the Met Council rejected the most recent Comprehensive Plan submission and the city did not increase its density.

Planning Director Darling stated that the city would have to start over but noted that she believed the city had wrapped up the final details that were remaining. She stated that the Met Council could start making it particularly challenging to apply for any grants and could actively work against various applications at the State level. She noted that the Met Council could choose to actively take the city to court which has happened in other communities.

City Attorney Shepherd stated that he agreed with this description of what could happen. He states that what is before the Council tonight is this parcel and not the overall Comprehensive Plan guidance.

Councilmember Callies noted that she did not feel that this was the site to 'fall on her sword' so she will not be in opposition to it.

Mayor Labadie stated that she agreed but would do it with major reservations. She requested that a different project bring some density.

Councilmember Callies suggested that there be language included in the resolution that says, 'while the development does not technically meet the Comprehensive Plan density, current market conditions and the site attributes cannot support higher density'.

City Attorney Shepherd suggested this language could be added to the resolution.

Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-047, "A Resolution Approving a PUD Concept Plan for the Property Located at 24250 Smithtown Road, with the addition of 'while the development does not technically meet the Comprehensive Plan density, current market conditions and the site attributes cannot support higher density' as a new #3 and renumbering the remaining items accordingly.

Motion passed.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Bond Reimbursement Resolution

Finance Director Rigdon explained that this kind of reimbursement resolution is necessary when the city does bond projects. He stated that it allows the City to borrow money internally until such a time as they issue the debt which then repays the internal loan. He stated that it is quite common and is done every year. He noted that they are looking at the Birch Bluff Road and Lift Station #11 projects. He stated that they were not asking for the actual approval of the bond at tonight's meeting.

Callies moved, Maddy seconded, Adopting **RESOLUTION NO. 23-048**, "A Resolution Declaring the Official Intent of the City of Shorewood to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City."

Motion passed.

9. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

1. Response to Inquiry – Multiple Dock Permit Fees

Planning Director Darling noted that she felt the information included in the memo speaks for itself and explained that they would continue to watch the license fees and can increase them, if necessary.

2. Galpin Lake Trail – Andrew Morrow, 5935 Galpin Lake Road

City Engineer Budde stated that there was a lot of history over the desire to have a sidewalk/trail on Galpin Lake Road. He stated that he believes the next best step is that when MnDOT is doing their corridor study that the residents get engaged and involved in that process. He explained that in 2028, MnDOT is planning to do a pavement rehabilitation project on Highway 7 which would be the time to kind of implement some of these strategies.

3. Strawberry Lane/LRT Trail Crossing

City Engineer Budde explained that at the last meeting they had provided an update that the Lake Minnetonka Regional Trail wanted to provide some curvature at the trail crossing of Strawberry Lane. He stated that this required following up with the Three Rivers Park District and the Hennepin County Regional Rail Authority (HCRRA) to discuss this feedback. He stated that everyone involved feels adding the curvature is the best from a safety perspective and noted that the curvature is designed with a slightly smaller radius which would be 15 mph. He stated that they discussed 'yield' or 'stop' and the HCRRA would like it to be a 'yield' because most trail users do not comply with a 'stop' condition and simply coast through. He stated that because of the change in the project and the tree removal, they would like to see it be a 'stop' control in the short

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MAY 8, 2023

Page 10 of 11

term, but long term may change to 'yield' if conditions and site lines are found to be adequate. He explained that the city will really be in control of the messaging for the public. He noted that they agreed to pay one hundred percent of the additional costs, which had previously been fifty percent. He noted that there will be a formal joint powers agreement that will come at a future meeting.

Councilmember Sanschagrin stated that he believes there is a lot of confusion on the bike control in terms of 'stop' versus 'yield' and noted that he did not think he had ever seen a bike stop if there were no cars coming. He stated that he would be in support of a 'yield' sign and an additional sign like they have in Deephaven that states, 'Cross traffic does not stop.'

Mayor Labadie stated that she felt that was a great idea and suggested that they also add a 'Cross traffic does not stop' sign at the intersection of the trail and Cathcart.

City Engineer Budde stated that he will have that conversation with them and see if they may be open to that type of signage.

Councilmember Maddy commended the funding coming up to over one hundred percent of the costs for the change to the project. He stated that then it becomes their project that they are paying for, and the city can announce that accordingly.

Other

Parks and Recreation Director Crossfield asked the Council to save the date for upcoming events, including Walk with the Mayor on May 15, 2023, at 5:30 p.m.; Concert in the Park – July 20, 2023. She noted that the community gardens are tilled, and planting has commenced.

Public Works Director Morreim stated that they are about seventy percent done with street sweeping and should be done in the next few weeks. He stated that watermain flushing began last week.

City Engineer Budde stated that the contractors should be back in for the Smithtown Pond project to finish the grading and noted that their substantial completion date is July 1, 2023. He stated that tree removal will begin for the Birch Bluff project this week and next. He stated that for Strawberry Lane, the small utilities have gone smoothly, thus far.

Planning Director Darling stated that there is a new application coming before the planning Commission next month for a variance request and will also continue to work on amendments to the sign code.

City Attorney Shepherd stated that they were finally able to serve the property owner for the condemnation of the property on Strawberry Lane which will be going for a hearing on May 24, 2023.

City Administrator Nevinski stated that the city participates with the County in the CDBG program and has been informed that the city will have the opportunity to continue involvement for the next few years. He noted that the Spring Clean-up event will be held on May 20, 2023, from 8:00 a.m. to 1:00 p.m. He stated that Communications and Recycling Coordinator Wilson will be hosting a Recycling Committee meeting May 9, 2023, at 5:00 p.m. at the Shorewood Community and Event Center.

B. Mayor and City Council

Councilmember Sanschagrín stated that there will be a Parks Tour tomorrow evening. He noted that he will attend the upcoming LMCC meeting to discuss the financial situation.

Park and Recreation Director Crossfield stated that the Park Tour will begin at 6:15 p.m. at Eddy's Station in Freeman Park.

Councilmember Callies stated that the Excelsior Trolley is up and running. She stated that the Minneapolis Open Door will be held this weekend which is when many buildings who are not open to the public are open to the public. She stated that she will be at the downtown post office on Saturday morning where they will host behind-the-scenes tours of the operations. She stated that it is a very cool event and encouraged residents to participate.

Mayor Labadie stated that in late April, she met with former Mayor Scott Zerby and the Minnesota Streetcar representative, Aaron Isaacs where they did a general presentation to the public at Shorewood Landings. She noted that earlier today she had attended the Regional Council of Mayors meeting where they had presentations regarding population trends and the economy of the region. She reminded residents that they are about to the midway point of the Step to It challenge.

10. ADJOURN

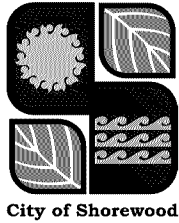
Maddy moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of May 8, 2023, at 9:19 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: May 22, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Item
2C

Background:

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

Claims for Council authorization:

Payroll – 05/08/2023	\$ 49,603.28
AP-Payroll-05/08/2023	\$ 47,685.27
AP-05/08/2023-Henn County	\$ 268.00
AP-05/22/2023	\$ 442,200.13

Total Claims: Checks No. 68057 – 68080 & ACH **\$ 539,756.68**

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: 05/08/2023 - 12:55PM

Batch: 00008.05.2023



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	49,603.28	CASH AND INVESTMENTS
700-00-2170-0000	49,603.28	0.00	GROSS PAYROLL CLEARING
	49,603.28	49,603.28	
Report Totals:	49,603.28	49,603.28	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 05/08/2023 - 1:35PM
Batch: 00003.05.2023 - PR-05-08-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
May-2023	PR Batch 00001.05.2023 Union Dues	382.62	05/08/2023	700-00-2182-0000	PR Batch 00001.05.2023 Union Dues
	Check Total:	382.62			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 Federal Income Tax	7,408.02	05/08/2023	700-00-2172-0000	PR Batch 00001.05.2023 Federal Income T
PR-05-08-2023	PR Batch 00001.05.2023 FICA Employee Portio	4,703.51	05/08/2023	700-00-2174-0000	PR Batch 00001.05.2023 FICA Employee I
PR-05-08-2023	PR Batch 00001.05.2023 FICA Employer Portio	4,703.51	05/08/2023	700-00-2174-0000	PR Batch 00001.05.2023 FICA Employer I
PR-05-08-2023	PR Batch 00001.05.2023 Medicare Employee Pc	1,100.00	05/08/2023	700-00-2174-0000	PR Batch 00001.05.2023 Medicare Emplo
PR-05-08-2023	PR Batch 00001.05.2023 Medicare Employer Po	1,100.00	05/08/2023	700-00-2174-0000	PR Batch 00001.05.2023 Medicare Emplo
	Check Total:	19,015.04			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY			Check Sequence: 3	ACH Enabled: False
May-2023	PR Batch 00001.05.2023 Vision-Avesis	220.56	05/08/2023	700-00-2186-0000	PR Batch 00001.05.2023 Vision-Avesis
	Check Total:	220.56			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 4	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 Deferred-MissionSq-FI	3,032.68	05/08/2023	700-00-2176-0000	PR Batch 00001.05.2023 Deferred-Missio
PR-05-08-2023	PR Batch 00001.05.2023 Deferred-MissionSq-P	91.99	05/08/2023	700-00-2176-0000	PR Batch 00001.05.2023 Deferred-Missio
	Check Total:	3,124.67			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY			Check Sequence: 5	ACH Enabled: True
May-2023	PR Batch 00001.05.2023 Long Term Disability	810.39	05/08/2023	700-00-2181-0000	PR Batch 00001.05.2023 Long Term Disab
May-2023	PR Batch 00001.05.2023 Short Term Disability	905.55	05/08/2023	700-00-2181-0000	PR Batch 00001.05.2023 Short Term Disab
	Check Total:	1,715.94			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 State Income Tax	3,320.23	05/08/2023	700-00-2173-0000	PR Batch 00001.05.2023 State Income Tax

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,320.23			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7	ACH Enabled: True
May-2023	PR Batch 00001.05.2023 Life Insurance	975.58	05/08/2023	700-00-2180-0000	PR Batch 00001.05.2023 Life Insurance
	Check Total:	975.58			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 Deferred Comp-MSRS	800.00	05/08/2023	700-00-2176-0000	PR Batch 00001.05.2023 Deferred Comp-MSRS
	Check Total:	800.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 9	ACH Enabled: True
May-2023	PR Batch 00001.05.2023 PERA Life	208.00	05/08/2023	700-00-2180-0000	PR Batch 00001.05.2023 PERA Life
	Check Total:	208.00			
Vendor: 665	OPTUM BANK			Check Sequence: 10	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 HSA-OPTUM BANK	2,946.00	05/08/2023	700-00-2183-0000	PR Batch 00001.05.2023 HSA-OPTUM BANK
	Check Total:	2,946.00			
Vendor: 1337	LUCAS OTT			Check Sequence: 11	ACH Enabled: False
GardenRefund-23	Garden Plot Refund	45.00	05/08/2023	101-53-3476-0000	
	Check Total:	45.00			
Vendor: 9	PERA			Check Sequence: 12	ACH Enabled: True
PR-05-08-2023	PR Batch 00001.05.2023 MN-PERA Deduction	5,213.05	05/08/2023	700-00-2175-0000	PR Batch 00001.05.2023 MN-PERA Deduction
PR-05-08-2023	PR Batch 00001.05.2023 MN PERA Benefit Em	6,015.08	05/08/2023	700-00-2175-0000	PR Batch 00001.05.2023 MN PERA Benefit Em
	Check Total:	11,228.13			
Vendor: 1336	TOPPERS AND MORE			Check Sequence: 13	ACH Enabled: False
Toolbox-50%	Tool Box -50% down payment	3,703.50	05/08/2023	403-00-4640-0000	
	Check Total:	3,703.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	47,685.27			
	Total of Number of Checks:	13			

Accounts Payable
Computer Check Proof List by Vendor

User: mnguyen
Printed: 05/08/2023 - 2:16PM
Batch: 00004.05.2023 - AP-05-08-2023-Henn Cty



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 1	ACH Enabled: False
1000199925	Hazardous Waste License	268.00	05/08/2023	601-00-4437-0000	Hazardous Waste License
	Check Total:	268.00			
	Total for Check Run:	268.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 05/17/2023 - 3:21PM
Batch: 00005.05.2023 - AP-05-22-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 102	ABDO			Check Sequence: 1	ACH Enabled: False
471021	Audit Service	7,312.00	05/22/2023	101-16-4301-0000	
	Check Total:	7,312.00			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 2	ACH Enabled: True
311452	Mill & Overlay-2021	430.50	05/22/2023	413-00-4680-0000	
311455	Catchbasin & Culvert Repairs-2022	153.00	05/22/2023	631-00-4303-0000	
311456	Mill & Overlay-2022	307.50	05/22/2023	416-00-4303-0000	
311458	Sanitary Sewer Cleaning 2022	183.00	05/22/2023	611-00-4303-0000	
311460	General Engineering	9,101.00	05/22/2023	101-31-4303-0000	
311461	24250 Smithtown Road-Walnut Grove Villas	605.50	05/22/2023	101-00-3414-0000	
311462	24275 Smithtown Rd-Mikan Homes	161.00	05/22/2023	101-00-3414-0000	
311463	Beverly Drive Wetland	232.50	05/22/2023	631-00-4303-0000	
311464	Birch Bluff St-Utility Imprvmt	15,226.50	05/22/2023	414-00-4303-0000	
311465	Covington Road Watermain	430.50	05/22/2023	601-00-4303-0000	
311467	Eureka Road Street & Utility	8,462.00	05/22/2023	418-00-4303-0000	
311469	Freeman Park Trail Improvement	7,824.00	05/22/2023	402-00-4400-0000	
311470	GIS-Utilities-Street	910.00	05/22/2023	101-31-4303-0000	
311470	GIS-Utilities-Stormwater	9,276.00	05/22/2023	631-00-4303-0000	
311470	GIS-Utilities-Water	1,092.00	05/22/2023	601-00-4303-0000	
311470	GIS-Utilities-Sewer	1,549.50	05/22/2023	611-00-4303-0000	
311471	Lift Station 10 Rehabilitation	774.50	05/22/2023	611-00-4303-0000	
311472	Lift Station 11 Rehabilitation	4,039.00	05/22/2023	611-00-4303-0000	
311473	Lift Station 7 Rehabilitation	438.50	05/22/2023	611-00-4303-0000	
311474	Lift Station 9 Rehabilitation	619.50	05/22/2023	611-00-4303-0000	
311475	Maple Shores Development	1,241.00	05/22/2023	101-00-3414-0000	
311476	Mary Lake Outlet	153.00	05/22/2023	631-00-4303-0000	
311477	Mill Street Trail	2,331.50	05/22/2023	417-00-4303-0000	
311478	MS4 Administration	644.00	05/22/2023	631-00-4302-0009	
311479	Shorewood Ln Ravine Restore	1,878.00	05/22/2023	631-00-4303-0000	
311480	Smithtown Pond Engineering/PM	4,084.00	05/22/2023	631-00-4303-0000	
311481	Strawberry Ln St Reconst & Trl	25,042.00	05/22/2023	409-00-4303-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
311482	Walnut Grove Villas	469.00	05/22/2023	101-00-3414-0000	
	Check Total:	97,658.50			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 3	ACH Enabled: True
008P22629	Equipment Part	229.39	05/22/2023	101-32-4221-0000	
008P22630	Equipment Part	76.56	05/22/2023	101-32-4221-0000	
008P22631	Equipment Part	81.46	05/22/2023	101-32-4221-0000	
008P22819	Equipment Part	78.38	05/22/2023	101-32-4221-0000	
008P22860	Equipment Part	270.30	05/22/2023	101-32-4221-0000	
	Check Total:	736.09			
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 4	ACH Enabled: True
3526-0000G-16	General Matters/Administration	4,513.24	05/22/2023	101-16-4304-0000	
3526-0001G-16	Planning & Zoning	315.00	05/22/2023	101-18-4304-0000	
3526-0001G-16	Planning & Zoning-24250 Smithtown Road-TSM	367.50	05/22/2023	880-00-2200-0000	
3526-0002G-13	Public Works	70.00	05/22/2023	101-16-4304-0000	
3526-0004G-15	Ugerots Litigation	35.00	05/22/2023	101-16-4304-0000	
3526-0008G-6	Strawberry Lane Condemnation	1,129.10	05/22/2023	409-00-4304-0000	
3526-0009G-4	Code Enforcement-5815 Club Lane	122.50	05/22/2023	101-00-3414-0000	
3526-0997G-7	Additional Prosecution Related Service	11.50	05/22/2023	101-16-4304-0000	
3526-0999G-19	Prosecution	2,484.10	05/22/2023	101-16-4304-0000	
	Check Total:	9,047.94			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 5	ACH Enabled: False
S751206	Water Hydrants-Manor Park	562.02	05/22/2023	601-00-4680-0000	
S751778	Water Service Parts	115.46	05/22/2023	601-00-4245-0000	
	Check Total:	677.48			
Vendor: 1035	NELIA CRISWELL #8574			Check Sequence: 6	ACH Enabled: True
April-2023-Mileage	Reimbursement	72.05	05/22/2023	101-13-4331-0000	
	Check Total:	72.05			
Vendor: 166	EARL F. ANDERSEN			Check Sequence: 7	ACH Enabled: False
132544-IN	Street Signs Plates	132.92	05/22/2023	409-00-4245-0000	
	Check Total:	132.92			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 8	ACH Enabled: True
943702	Ord. No. 598	41.25	05/22/2023	101-13-4351-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
943703	Ord. No. 599	41.25	05/22/2023	101-13-4351-0000	
943704	Ord. No. 600	41.25	05/22/2023	101-13-4351-0000	
	Check Total:	123.75			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 9	ACH Enabled: False
510660	Water Meter Repair	80,640.00	05/22/2023	211-00-4265-0000	
	Check Total:	80,640.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 10	ACH Enabled: True
6470670	Chemicals Water Treatment	190.00	05/22/2023	601-00-4245-0000	
	Check Total:	190.00			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT			Check Sequence: 11	ACH Enabled: True
1000206020	Monthly Radio Fleet & MESB	215.92	05/22/2023	101-32-4321-0000	
	Check Total:	215.92			
Vendor: 1308	HI-LINE INC.			Check Sequence: 12	ACH Enabled: False
11035850	Misc. Hardware for Equipment	19.40	05/22/2023	101-32-4221-0000	
	Check Total:	19.40			
Vendor: 436	MARK HODGES			Check Sequence: 13	ACH Enabled: True
2023-005	Work Session - Council Recording 4/10/23 & 5/3	140.00	05/22/2023	101-11-4400-0000	
	Check Total:	140.00			
Vendor: 1332	JERRY'S PRINTING			Check Sequence: 14	ACH Enabled: False
92768	Shorewood Bees Stress Reliever	268.67	05/22/2023	101-13-4433-0000	
92768	Shorewood Bees Stress Reliever	268.67	05/22/2023	201-00-4433-0000	
92768	Shorewood Bees Stress Reliever	268.66	05/22/2023	101-52-4433-0000	
	Check Total:	806.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 15	ACH Enabled: False
April-2023	Building Maint. Services	500.00	05/22/2023	201-00-4400-0000	
April-2023	Building General Supplies Exp	91.70	05/22/2023	201-00-4245-0000	
April-2023	Events Program/Class Services	809.00	05/22/2023	201-00-4248-0000	
April-2023	Events Program/Class Services	238.00	05/22/2023	201-00-4248-0000	
	Check Total:	1,638.70			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 13	LEAGUE OF MINNESOTA CITIES INSURANCE TRUST (0049)			Check Sequence: 16	ACH Enabled: False
7821	Ins. Deductable Data Practices Act	2,500.00	05/22/2023	101-19-4360-0000	Acct#40003065
	Check Total:	2,500.00			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 17	ACH Enabled: True
1156814	Monthly Waste Water Svc	96,842.75	05/22/2023	611-00-4385-0000	
	Check Total:	96,842.75			
Vendor: 463	MTI DISTRIBUTING INC.			Check Sequence: 18	ACH Enabled: False
1384949-00	Misc Parts	102.92	05/22/2023	101-32-4221-0000	
1384985-00	Misc Parts	51.19	05/22/2023	101-32-4221-0000	
1385056-00	Misc Parts	18.96	05/22/2023	101-32-4221-0000	
	Check Total:	173.07			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 19	ACH Enabled: True
1530944	Cathcart Park-26655 W- 62nd St	76.56	05/22/2023	101-52-4400-0000	
1530945	Freeman Park-6000 Eureka Rd	417.60	05/22/2023	101-52-4400-0000	
1530946	Silverwood Pk-5755 Covington R	76.56	05/22/2023	101-52-4400-0000	
1530947	South Shore-5355 St Albaus Bay	76.56	05/22/2023	101-52-4400-0000	
1530948	Christmas Lk Rd-5625 Merry Ln	266.80	05/22/2023	101-52-4400-0000	
	Check Total:	914.08			
Vendor: 332	PETTY CASH			Check Sequence: 20	ACH Enabled: False
2023-Spring	Petty Cash-Spring Cleanup	300.00	05/22/2023	621-00-4347-0000	
	Check Total:	300.00			
Vendor: 1063	RYAN LaPOINTE			Check Sequence: 21	ACH Enabled: False
ROW#228959	ROW Permit #228959 -Security Deposit Refund	2,000.00	05/22/2023	880-00-2200-0000	
	Check Total:	2,000.00			
Vendor: 698	SEE CLICK FIX			Check Sequence: 22	ACH Enabled: True
250235	Plus Annual License	4,375.82	05/22/2023	101-13-4400-0000	
	Check Total:	4,375.82			
Vendor: 670	SIR LINES-A-LOT			Check Sequence: 23	ACH Enabled: False
H22-1066-001	Enchanted Dr & Shady Island Paving	1,200.00	05/22/2023	410-00-4303-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,200.00			
Vendor: 842	SORENSEN CONSULTING			Check Sequence: 24	ACH Enabled: False
S.1.23	Employee Training-Maintaining an Effective En	400.00	05/22/2023	101-13-4331-0000	
	Check Total:	400.00			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 25	ACH Enabled: False
June-2023-OB	Monthly-Operating Budget Exp	123,434.83	05/22/2023	101-21-4400-0000	
	Check Total:	123,434.83			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 26	ACH Enabled: True
88620	Clean Svc @ Soccer Pavillion-6000 Eureka Roa	400.00	05/22/2023	101-52-4400-0000	
	Check Total:	400.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 27	ACH Enabled: True
INV-012893	Springbrook-CivicPay Fees	254.50	05/22/2023	621-00-4450-0000	
INV-012893	Springbrook-CivicPay Fees	254.50	05/22/2023	631-00-4450-0000	
INV-012893	Springbrook-CivicPay Fees	254.50	05/22/2023	611-00-4450-0000	
INV-012893	Springbrook-CivicPay Fees	254.50	05/22/2023	601-00-4450-0000	
	Check Total:	1,018.00			
Vendor: 1170	SPS WORKS			Check Sequence: 28	ACH Enabled: False
IV00543718	Plates	26.25	05/22/2023	101-32-4245-0000	
	Check Total:	26.25			
Vendor: 1199	THE GREENER BLADE			Check Sequence: 29	ACH Enabled: False
79946	Herbicide Parks-Freeman Park	825.00	05/22/2023	101-52-4400-0000	
	Check Total:	825.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 30	ACH Enabled: True
M28241	Council Meeting-4/24/23	212.00	05/22/2023	101-13-4400-0000	
M28247	Planning Meeting-5/2/23	310.00	05/22/2023	101-18-4400-0000	
	Check Total:	522.00			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 31	ACH Enabled: False
13696	UB-Window Envelopes	448.75	05/22/2023	601-00-4351-0000	
13696	UB-Window Envelopes	448.75	05/22/2023	611-00-4351-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
13696	UB-Window Envelopes	448.75	05/22/2023	621-00-4351-0000	
13696	UB-Window Envelopes	448.75	05/22/2023	631-00-4351-0000	
	Check Total:	1,795.00			
Vendor: 895	TOWMASTER			Check Sequence: 32	ACH Enabled: False
458924	Snow Plow Parts	247.16	05/22/2023	101-33-4245-0000	
	Check Total:	247.16			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 33	ACH Enabled: True
18921	Monthly Water Testing	150.00	05/22/2023	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1318	ULINE			Check Sequence: 34	ACH Enabled: False
163189377	Garbage Can Lids	1,210.04	05/22/2023	101-52-4245-0000	
	Check Total:	1,210.04			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 35	ACH Enabled: False
9933876878	612-292-2968/7023/1196 & 612-368-0176	80.88	05/22/2023	601-00-4321-0000	Acct #842017386-00001
9933876878	612-292-2968/7023/1196 & 612-368-0176	80.88	05/22/2023	611-00-4321-0000	Acct #842017386-00001
9933876878	612-292-2968/7023/1196 & 612-368-0176	80.89	05/22/2023	631-00-4321-0000	Acct #842017386-00001
9933876878	612-581-4949-Sandie Thone	41.11	05/22/2023	101-13-4321-0000	Acct #842017386-00001
9933876878	612-581-2856-Eric Wilson	41.11	05/22/2023	101-13-4321-0000	Acct #842017386-00001
9933876878	612-581-4018-Jason Carlson	41.11	05/22/2023	101-18-4321-0000	Acct #842017386-00001
9933876878	612-581-6609-Wade Woodward	41.11	05/22/2023	101-24-4321-0000	Acct #842017386-00001
9933876878	612-581-3780-Marie Darling	41.11	05/22/2023	101-18-4321-0000	Acct #842017386-00001
9933876878	612-581-3931-Marc Nevinski	41.11	05/22/2023	101-13-4321-0000	Acct #842017386-00001
9933876878	612-581-5835-Janelle Crossfield	41.11	05/22/2023	201-00-4321-0000	Acct #842017386-00001
	Check Total:	530.42			
Vendor: 415	WARNER CONNECT			Check Sequence: 36	ACH Enabled: True
29941526	Network Maint Services	911.25	05/22/2023	101-19-4321-0000	
	Check Total:	911.25			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 37	ACH Enabled: True
286183	Road Maint	152.52	05/22/2023	101-32-4250-0000	
286267	Road Maint	278.07	05/22/2023	101-32-4250-0000	
286756	Road Maint	274.35	05/22/2023	101-32-4250-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		704.94			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 38	ACH Enabled: True
828072838	5655 Merry Lane	31.81	05/22/2023	101-52-4380-0000	5655 Merry Lane
828227289	5500 Old Market Rd	55.28	05/22/2023	601-00-4398-0000	5500 Old Market Rd
828307737	C.H. Svcs	1.82	05/22/2023	101-19-4380-0000	C.H. Svcs
828307737	P.W. Street Lights Svc	2,000.67	05/22/2023	101-32-4399-0000	P.W. Street Lights Svc
828307737	Parks	62.84	05/22/2023	101-52-4380-0000	Parks
828307737	Amesbury	156.35	05/22/2023	601-00-4394-0000	Amesbury
Check Total:		2,308.77			
Total for Check Run:		442,200.13			
Total of Number of Checks:		38			



City of Shorewood

City Council Meeting Item

Item
2D

Title/Subject: Annual Review of City Data Practices Policy
Meeting Date: May 22, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Shorewood Data Practices Policy
Resolution 23-050

Background

Minnesota State Statutes, sections 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and **Minnesota State Statutes, section 13.03, subdivision 2** requires entities to establish procedures that data requests are complied with appropriately and promptly.

Minnesota State Statute §13.025, subdivision 2, specifically requires that the Data Practices Responsible Authority shall prepare a written data access policy and review and update it no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

The attached policies for the City of Shorewood: Data Practices Policy for Data Subjects and Data Practices Policy for Members of the Public reflect the most current and relevant information. There are no changes to the policy for this annual review period. Approval of these policies will satisfy the government entity annual update obligations and requirements for the year 2023 pursuant to MN state law.

Financial Considerations

Pursuant to **MN State Statute 13.03 Subd.2(c)** if a person requests copies or electronic transmittal of data, the city may require the requester to pay the actual costs of searching for and retrieving government data, including the cost of employee time, and for making, certifying, and electronically transmitting the copies of the data or the data. If 100 or fewer pages of black & white, letter or legal-size copies are requested, actual costs may not be used, and instead, the city may charge no more than .25 per page copied. These fees have been delineated in the City's Data Practices Policy and the City's Master Fee Schedule.

Action Requested

Staff respectfully recommends the city council approve the City of Shorewood Data Practices Policy for Data Subjects and Data Practices Policy for Members of the Public satisfying the government entity annual update obligations and requirements on or before August 1 for the year 2023 pursuant to MN state law. 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.*

Data Practices Policy for Members of the Public

City of Shorewood
Hennepin County, Minnesota

Right to access public data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to make a data request

You can look at data, or request copies of data that this government entity keeps. Make your written request for data to the appropriate individual listed in the Data Practices Contacts on page 4. You may make your request via email, fax, mail, or in person using the form on page 6.

If you choose not use to use the data request form, your request should include:

- You are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.

This government entity cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How we respond to a data request

Upon receiving your request, we will work to process it.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or

- Provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 5. We will provide notice to you about our requirement to prepay for copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request). If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Requests for summary data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make request in writing and pre-pay for the cost of creating the data.

Upon receiving your written request – you may use the data request form on page 6 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Data Practices Contacts

Responsible Authority

Name: Sandie Thone, City Clerk/Human Resources Director

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7900, Email: sthone@ci.shorewood.mn.us

Data Practices Compliance Official

Name: Sandie Thone, City Clerk/Human Resources Director

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7900, Email: sthone@ci.shorewood.mn.us

Data Practices Designee(s)

1) Name: Brian Tholen, Chief of Police, South Lake Minnetonka Police Department

Address: SLMPD, 24150 Smithtown Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-474-3261, Email: info@southlakepd.com

2) Name: Laura Holtan, Administrator, South Lake Minnetonka Police Department

Address: SLMPD, 24150 Smithtown Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-474-3261, Email: info@southlakepd.com

3) Name: Brenda Pricco, Deputy City Clerk, City of Shorewood

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7901, Email: bpricco@ci.shorewood.mn.us

Copy Costs – Members of the Public

This government entity charges for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most other types of copies – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Data Request Form – Members of the Public

Request date:

I am requesting access to data in the following way:

- ☐ Inspection
- ☐ Copies
- ☐ Both inspection and copies

Note: Inspection is free

We will respond to your request as soon as reasonably possible.

Contact information

Name:

Address/phone number/email address:

Note: You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible.

Notice of Adoption of Model Policies

Minnesota Statutes, section 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and Minnesota Statutes, section 13.03, subdivision 2, requires entities to establish procedures so that data requests are complied with appropriately and promptly.

Minnesota Statutes, section 13.073, subd. 6, requires the Commissioner of Administration to prepare model policies and procedures to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

The City of Shorewood has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies the City of Shorewood's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Sandie Thone

City Clerk and Data Practices Responsible Authority

Adoption of Model Policy Notice to Commissioner of Administration Submitted May 8, 2017.

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Information Policy Analysis Division (IPAD)
201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
info.ipad@state.mn.us

Data Practices Policy for Data Subjects

*City of Shorewood
Hennepin County, Minnesota*

Data about you

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

Classification of data about you

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

Public data

We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data. The following is an example of public data about you:

*Example: John Smith, 5000 Smith Dr, Smithtown, MN 55000;
License applicant for On-Sale Liquor License for Smithtown Liquors*

Private data

We cannot give private data to the general public, but you can have access to private data when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of private data about you:

Example: John Smith's Social Security Number: 468-88-XXXX

Confidential data

Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. We cannot give you access to confidential data. The following is an example of confidential data about you:

Example: John Smith as mandated reporter of complaint regarding child abuse

Your rights under the Government Data Practices Act

The City of Shorewood must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Access to your data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

When we collect data from you

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent.

*If you want us to release data to another person,
you must use the consent form we provide.*

Protecting your data

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

When your data are inaccurate and/or incomplete

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to make a request for your data

You can look at data, or request copies of data that the City of Shorewood keeps about you, your minor children, or an individual for whom you have been appointed legal guardian. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 6.

We prefer you use the data request form on Page 8 for all data requests. If you choose not to use the data request form, your request should include:

- You are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you.
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.
- Identifying information that proves you are the data subject, or data subject's parent/guardian.

The City of Shorewood requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located on page 9.

How we respond to a data request

Once you make your request, we will work to process your request.

- If it is not clear what data you are requesting, we will ask you for clarification.

*If we do not have the data, we will notify you
in writing within 10 business days.*

- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - Provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 7.

We will provide notice to you about our requirement to prepay for copies.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request). If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Responsible Authority

Name: Sandie Thone, City Clerk/Human Resources Director

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7900, Email: sthone@ci.shorewood.mn.us

Data Practices Compliance Official

Name: Sandie Thone, City Clerk/Human Resources Director

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7900, Email: sthone@ci.shorewood.mn.us

Data Practices Designee(s)

1) Name: Brian Tholen, Chief of Police, South Lake Minnetonka Police Department

Address: SLMPD, 24150 Smithtown Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-474-3261, Email: info@southlakepd.com

2) Name: Laura Holtan, Administrator, South Lake Minnetonka Police Department

Address: SLMPD, 24150 Smithtown Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-474-3261, Email: info@southlakepd.com

3) Name: Brenda Pricco, Deputy City Clerk, City of Shorewood

Address: City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

Phone number/email address:

Phone: 952-960-7901, Email: bpricco@ci.shorewood.mn.us

Copy Costs – Data Subjects

The City of Shorewood charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

You must pay for the copies before we will give them to you.

Actual cost of making the copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, flash drive, CD, DVD, etc.), and mailing costs (if any).

If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

Data Request Form – Data Subjects

To request data as a data subject, you must show a valid state ID, such as a driver's license, military ID, or passport as proof of identity.

Contact information

Data subject name:

Parent/Guardian name (if applicable):

Address:

Phone number/email address:

Staff verification

Request date:

Identification provided:

I am requesting access to data in the following way:

☐ Inspection

☐ Copies

☐ Both inspection and copies

We will respond to your request within 10 business days.

Note: Inspection is free. The City of Shorewood charges to print hard copies of data.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible.

Standards for Verifying Identity

The following constitute proof of identity.

- An adult individual must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A minor individual must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The parent or guardian of a minor must provide a valid photo ID and either
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Notice of Adoption of Model Policies

Minnesota Statutes, section 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and Minnesota Statutes, section 13.03, subdivision 2, requires entities to establish procedures so that data requests are complied with appropriately and promptly.

Minnesota Statutes, section 13.073, subd. 6, requires the Commissioner of Administration to prepare model policies and procedures to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

The City of Shorewood has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies the City of Shorewood's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Sandie Thone

City Clerk/Human Resources Director and Data Practices Responsible Authority

Adoption of Model Policy Notice to Commissioner Submitted May 8, 2017

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Information Policy Analysis Division (IPAD)
201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
info.ipad@state.mn.us

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

**RESOLUTION 23-050
2023 CITY DATA PRACTICES POLICIES**

Minnesota State Statutes, sections 13.025, subdivisions 2 and 3, require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and Minnesota State Statutes, section 13.03, subdivision 2 requires entities to establish procedures that data requests are complied with appropriately and promptly; and

Minnesota State Statute §13.025, subdivision 2, specifically requires that the Data Practices Responsible Authority shall prepare a written data access policy and update it no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data; and

The City of Shorewood and the Responsible Authority have successfully created and updated the following policies: Data Practices Policy for Data Subjects and Data Practices Policy for Members of the Public which reflect the most current and relevant information and have been updated to include the most recent changes in personnel and appointments; and

Approval of these policies will satisfy the government entity annual review and update obligations and requirements for the year 2023 pursuant to MN state law.

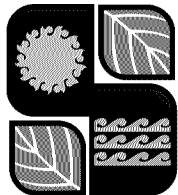
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood, the City of Shorewood Data Practices Policy for Data Subjects and Data Practices Policy for Members of the Public are approved.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 22nd day of May 2023.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: Authorization to Declare Items as Surplus and Authorize the Sale
Meeting Date: Monday, May 22, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Joe Rigdon, Finance Director
Jared Sheperd, City Attorney
Attachments: Exhibit A - Surplus List
Council Resolution

Item 2E

Background:

The City has maintenance equipment, building materials, and other miscellaneous items that have reached the end of life, are obsolete and/or are no longer used by the City. Recently, City staff inventoried these items that are stored at various City facilities. The main benefit for selling surplus items is to gain critical storage space at all the facilities where the items are stored.

The fair market value of each inventoried item is included in the attachment. No item is greater than \$175,000 in value. All items will be advertised for sale on an online auction site (GovDeals or MinnBid) or to another government entity.

Financial Considerations:

Funds generated by the sale of surplus items will be directed to the appropriate capital fund.

Action Requested:

Motion to adopt the Resolution as submitted that declares inventory as surplus and authorizes the sale of the same.

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.*

#	ITEM	DESCRIPTION	YEAR	YEAR/MODEL	VIN #	ESTIMATED VALUE
1	Metrotech Locator	Utility locating unit	1996	9860-BDL	n/a	\$300
2	Lincoln Arc Welder	Arc welding unit	Pre-1990s	Ideal Arc 250-250	n/a	\$300
3	Toro Proline 44"	Commercial lawn mower	1996	30176	n/a	\$500
4	AllPaver SP-50	Small asphalt paver	Pre-2000s	SP-50	n/a	\$500
5	Kabota Pump Trailer	Diesel pump trailer. 5" Discharge. 185 hours	2003	Diesel	n/a	\$1,500
6	Sreco Jetter Trailer	Mobile sanitary jetting unit. 984 hrs	1987	HV1800TRL	n/a	\$700
7	Sprinkler Trailer	Bauer Rain Boy	Pre-2000s	Unknown'	n/a	\$700
8	Falls Directional Plow	Plow for dump truck	Pre-1980s	311-H	n/a	\$400
9	Balderson V-plow	Plow for dump truck	Pre-1980s	BV53-8Q	n/a	\$600
10	Ford F250 -4x4	Extended cab pickup w/ snow plow. 88,000 miles	2004	F250 XL	1FTNX21L14EP66192	\$1,800
11	Ford F350 -4x4	Extended cab pickup w/ snow plow. 112,500 miles	2005	F350 XLT	1FTWX31546EA19373	\$2,000
12	Ford F150 - 4x4	Extended cab pickup. 117,000 miles	2005	F150	1FTRF14W05KE69807	\$1,500
13	Ford F Superduty - 2X4	5-speed manual transmission pickup w/ flatbed. PTO. 59463 miles.	1993	7.5 Gas 460	2FDLF47G3PCA80611	\$2,500
14	Trailer	SAE Class 3 trailer. 2" hitch. 5000 GVW	Pre-2000s	Unknown	n/a	\$300
15	Tow behind grader	Russel Hi-Way Patrol tow behind grader	Pre-1990s	Russel Hi-Way Patrol	n/a	\$2,000
16	Tandem Axle Trailer	Green tandem axle trailer w/ ramps. 12,400 GVW	Pre-2000s	TK104-1600	1TKU01621HM118068	\$1,000
17	Dodge Grand Caravan	3.3L V6 White Mini Van ##### miles	2004	Grand Caravan	1D4GP24RX5B166586	\$1,200
18	Chairs	50 chairs w/o arms & 20 chairs w/ arms. No caster wheels.	2000	n/a	n/a	\$350
19	Canoe	2 seater canoe	Unknown	Unknown	n/a	\$100

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

RESOLUTION 23-051

**A RESOLUTION DECLARING INVENTORY AS SURPLUS AND AUTHORIZING THE SALE OF THE
SAME.**

WHEREAS, the City Council of the City of Shorewood, Minnesota has been advised by staff that the inventory items described in the attached Exhibit A are no longer needed for current or future municipal operations; and

WHEREAS, the estimated value of each inventory item is included in the attached Exhibit A; and

WHEREAS, the fair market value of each inventory item is included in the attached Exhibit A and is not greater than \$175,000 per item.

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

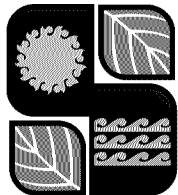
1. The council declares the inventory items listed in the attached Exhibit A as surplus.
2. The council authorizes the disposal of said items by advertising it for sale on an online auction site (GovDeals or MinnBid) or to another government entity pursuant to Minn. Stat. § 471.345 at or above each item's fair market value.
3. The inventory will not be sold to a city officer or employee.
4. All sales shall be final and the inventory is to be sold in "as-is" condition.

Adopted by the City Council of Shorewood, Minnesota this 22nd day of May, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: **Accept Improvements & Authorize Final Payment
Lawtonka Drive Water Services.**

Meeting Date: Monday May 22, 2023

Prepared by: Andrew Budde – City Engineer

Reviewed by: Matt Morreim – Public Works Director

Attachments: **Final Pay App, Resolution**

Item 2F

Background: In 2021 a parcel on Lawtonka Drive was split into two residential lots. The two lots did not have existing water service stubs and therefore needed to be added by the city. The city solicited quotes and awarded the work to Minger Construction for the installation of two water services and curb stops. The work was completed in the fall of 2022 and the city has processed payment for most of the work. The contractor is requesting final approval and payment. Staff has reviewed the site and recommend acceptance of the improvements and making final payment which releases the final 5% retainage.

Financial or Budget Considerations: The quote from Minger Construction was \$30,370.00. The final project amount for work complete is \$26,295.00 and under budget by approximately \$4,000. The final payment amount is \$1,314.75.

Action Requested: Acceptance of the improvements and authorize final payment in the amount of \$1,314.75.



Project: City of Shorewood - Latonka Water Services	Pay Application #: 1	Pay Application Period:	Minger Job #: 21-088
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[illegible]

[illegible]

SUMMARY	
Original Contract Amount	\$ 30,370.00
Change Orders to Date	\$ 750.00
Current Contract Amount	\$ 31,120.00
Total Amount Previous Applications	\$ -
Total Amount Completed this Pay Period	\$ 26,295.00
Total Amount Completed to Date	\$ 26,295.00
Materials on Hand	\$ -
Total Amount Owed this Pay Period	\$ 26,295.00
Retainage Percentage	5.0%
Less Retainage this Pay Period	\$ (1,314.75)
Less Retainage Total Project	\$ (1,314.75)
Net Amount Owed this Pay Period	\$ 24,980.25

Owner	Date
-------	------

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

RESOLUTION 23-052

**A RESOLUTION TO ACCEPT IMPROVEMENTS AND AUTHORIZE FINAL PAYMENT
FOR LAWTONKA WATER SERVICES**

WHEREAS, quotes for the Lawtonka Water Services were received by the city and the low quote was awarded to Minger Construction; and

WHEREAS, the work was completed in the fall of 2022 and the contractor is requesting acceptance of the improvements and final payment of the work completed; and

WHEREAS, staff has reviewed the site and work completed and recommends the city accept the improvements and authorize final payment to Minger Construction.

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

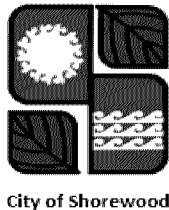
1. The city hereby accepts the improvements for the Lawtonka Water Services and authorizes final payment in the amount of \$1,314.75

Adopted by the City Council of Shorewood, Minnesota this 22nd day of May 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Approve Purchase of Commercial Fridge
Meeting Date: May 22, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: NA

2G
MEETING TYPE
Regular
Meeting

Background in Recommendation:

The 2023 Capital Improvement Plan (CIP) for Shorewood Community and Event Center (SCEC) has an amount of \$5,000 to purchase 100 banquet chairs. After prioritizing building needs, staff recommend foregoing the purchase of new banquet chairs and purchasing a commercial fridge (\$2,000) currently located in the SCEC that was purchased and delivered by a previous kitchen renter.

The previous renter purchased the fridge new in Fall of 2022 and it has been stored in the Activity Room of the SCEC since. They no longer have a need for the fridge and are selling it slightly used for \$2,000.

Staff have noticed a pattern of lack of storage, both dry and cold, for kitchen renters. Staff plans to move the fridge to a secured location and to add both dry and cold storage options to kitchen renters for a fee. If this solution does not prove to be beneficial for kitchen renters and the SCEC then the newly purchased fridge will replace the existing fridge from 1996 in the commercial kitchen.

Financial Considerations:

Adequate funding exists in the 2023 CIP – 201 Community and Event Center Fund in the amount of \$5,000, enough to cover the purchase of the fridge for \$2,000.

Action Requested:

Motion to approve the purchase of the commercial fridge for \$2,000 from the previous kitchen renter.



City of Shorewood

City Council Meeting Item

Item
4A

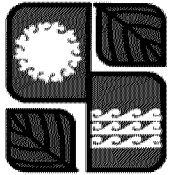
Title/Subject: Presentation by Riley Purgatory Bluff Creek Watershed District
Meeting Date: May 22, 2023
Prepared by: Marie Darling, Planning Director

Background

Board Manager Dorothy Pedersen and District Administrator Terry Jeffery will provide an update on the District's activities

Financial Considerations: None

Action Requested: No action requested



City of Shorewood

City Council Meeting Item

Title/Subject: National Public Works Week Proclamation
Meeting Date: May 22, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Proclamation – National Public Works Week

4B
MEETING TYPE
Regular
Meeting

Background in Recommendation:

National Public Works Week (NPWW) has been sponsored by the American Public Works Association (APWA) since 1960. We take this week to remind and educate the public on the importance of public works to their daily lives and the quality of life.

In Shorewood, we have twelve full-time dedicated public works employees that maintain road, sewer and water infrastructure along with parks and buildings across the city.

Action Requested:

Mayor to read attached proclamation.

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.*



PROCLAMATION

National Public Works Week May 21–27, 2023

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Shorewood; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our community's and nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and,

WHEREAS, it is in the public interest for the residents, civic leaders and children in the City of Shorewood to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association,

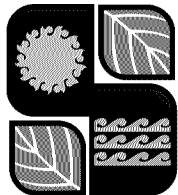
NOW THEREFORE, I, Mayor Jennifer Labadie, do hereby designate the week May 21–27, 2023 as

National Public Works Week

I urge all residents to observe the week by recognizing the substantial contributions that our public works professionals, engineers, managers, and employees make every day to protect our health, safety, and quality of life.

DONE at the City of Shorewood, Minnesota this 22nd day of May 2023.

Mayor Jennifer Labadie



City of Shorewood

Item
5A

City Council Meeting Item

Title/Subject: Approving Parks and Recreation Software

Meeting Date: May 22, 2023

Prepared by: Janelle Crossfield, Parks and Recreation Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: Civic Rec Proposal and ROI Document

Background: Discussion of the benefits of parks and recreation software took place during the Work Session on May 8, 2023. Staff was asked to bring forward more information and pricing regarding recreation software. Staff has explored two options and is recommending CivicRec for recreation software. CivicRec is a common choice amongst smaller Parks and Recreation departments due to its inclusive pricing structure, ease of use and customer experience.

CivicRec will provide City of Shorewood staff, community organizations, residents and users the benefits of the modules listed below. Included are key benefits identified by staff, more complete descriptions can be found in the proposal.

Activity Registration: Streamlines the registration process which increases the capacity to offer programming, specifically fee-per-user programs.

Volunteer Management: Can be used for cross-departmental purposes.

Facility Reservations: Will significantly increase the quality of customer service provided to potential renters, streamline the rental process and eliminate the ability to double-book facilities. Rental availability is the number one reason for calls, voicemails and emails, with CivicRec potential renters can easily view availability online or on their devices.

Reporting/Financial Accounting: Allows for greater capacity to track financial transactions, revenues, registration trends and program management. Increases the safety of participants by having reported allergies, accommodation requests, emergency contacts and authorized pick-ups in one location.

Ticketing: Could be used for future programs and events, tree sales, etc.

Point of Sale: Allows for the fee collection for rental amenities like table linens, dinnerware and additional time to be take place on the spot rather than collecting fees post-event.

Marketing/Brochures: Allows for streamlined integration of programs and events to newsletters, social media platforms, etc.

Email/SMS Blasts: Increases the capacity of informing participants of event related emergencies, cancellations and targeted promotions.

Resident Dashboard/Management: Increases the professionalism and ease of discovering and registering for programs, events and rentals.

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

Credit Card Processing: Participants and users can pay at the SCEC (currently sent to City Hall to pay) or on their devices, payment is linked to the program and/or rental for better tracking of outstanding fees.

Integration with ArcGIS for resident determination: Limits the ability for non-residents to pay resident rates for rentals and programs.

AudioEye (additional fee): CivicRec works with AudioEye Enterprise, a Digital Accessibility Platform, that offers a Toolbar for web personalization, confirming to Web Content Accessibility Guidelines.

Financial Considerations: CivicRec has provided City of Shorewood with a reduced rate for two options one with and one without AudioEye. Below is a quick view of the fees, a detailed quote is attached in the proposal document.

CivicRec with AudioEye:	Year One: \$8037.67
	Year Two: \$8362.67
	Year Three: \$8703.92
	Year Four: \$7524.56

CivicRec without AudioEye:	Year One: \$6412.67
	Year Two: \$6656.42
	Year Three: \$6912.35
	Year Four: \$5643.42

The renewal procedure is an automatic one year renewal term unless 60 days notice is provided prior to renewal dates.

Action Requested

Staff respectfully requests a motion to approve the contract for CivicRec Parks and Recreation Management Software.

A majority (quorum) vote by the Council is required for any action on this request.



CIVICREC[®]

Parks & Recreation Management Software

VALID THROUGH DECEMBER 31, 2022

civicplus.com | 302 South 4th Street, Suite 500 | Manhattan, KS 66502 | 888.228.2233

 **CIVICPLUS**

PS10242022

Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and resident relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Toll Free: 888.228.2233 | Fax: 785.587.8951

civicplus.com

Experience

20+ Years

12,000+ Customers

900+ Employees

Recognition



11-time Inc.
5000 Honoree



govtech.com/100

Technical Support



Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence



CivicRec RMS



CivicRec is an all-in-one parks and recreation management software built specifically for local governments. With a simple interface for both staff and citizens, you can manage activities, facilities, memberships, and sports leagues. CivicRec also offers a point of sale system and a ticketing feature built right in. CivicRec is the easiest and most complete solution for your parks and recreation department.

Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Sign-up is easy for teams or individuals. With the "Scores & Schedules" and "Parent/Player Portal," your public and league participants will have easy access to current league information.

Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes your volunteer opportunities. Within the Activity module, you can create volunteer roles and assignments specific to events, classes, or activities. Residents can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.



Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to Excel, or scheduled for regular delivery to any email address.

Ticketing

Easily generate general admission tickets for events. Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.



Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec's social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

Email/SMS Blasts

There are several links within CivicRec that allow for email blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

Group Permission Levels

Customize your staff experience by creating access groups and setting permissions tailored to individual staff member's roles.

Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

Resident Dashboard/Management

With CivicRec's intuitive public dashboard, residents can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There's QR code support as well as social networking integration to make it easy for your users to connect with you.



Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

Facility Maps

Generate more rentals with easy-to-use interactive facility maps. Customers can easily see park/facility layouts, view real-time availability, add facilities to their cart, and reserve/pay online.

The screenshot displays a web application interface for managing facility reservations. At the top, there are navigation links for "State Park", "Soccer Field", and "Sports Complex Map". A "Sports Complex Map" button is visible, along with "Grid" and "List" view options. A legend indicates availability: green for "Full Availability", yellow for "Partial Availability", and red for "No Availability". The main content area shows a "Basketball Court 1 on 05/16/2023" reservation. A "Make a Reservation" modal is open, showing a calendar for May 2023. The calendar has a grid with days of the week (Su, Mo, Tu, We, Th, Fr, Sa) and dates. A "Hourly (\$35/Hour)" reservation is selected for the date 05/16/2023, with a time slot from 09:00 AM to 10:00 AM. A "W Add To Cart" button is present. To the right of the calendar, there is a "Facility Map" showing a layout with various areas labeled: "Basketball", "Soccer", "Activity Field", and "Soccer Field". A "Close" button is located near the top of the modal. At the bottom of the page, there are links for "The Clubhouse", "The Splash Zone", "Landscape Construction", and "TimberCreek". A "Select Language" button is also visible in the bottom right corner.

Reporting

Easily generate reports to help make data-driven decisions. CivicRec allows for reports to be customized, exported, emailed, saved, or scheduled to be sent on a daily, weekly, or monthly basis.

								Run On	05/15/2023 10:31 AM
								Run By	Andrew Brackett
								From	01/01/2023 12:00 AM
								To	05/01/2023 11:59 PM
Facility Usage Report									
Location	Facility	Bookings	Total Time Booked	Base Fees	Addons	Discounts	Total Revenue		
Beach	Beach Parking	1	01:00:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
Library	Room A	17	00:16:30:00	\$70.00	\$0.00	\$0.00	\$70.00		
Library	Room B	7	00:07:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
Library	Rooms A&B	31	00:23:30:00	\$0.00	\$0.00	\$0.00	\$0.00		
Library	Study Room 1	1	00:02:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
Library	Study Room 2	1	00:00:30:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Athletic Complex	All Fields	7	02:10:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Athletic Complex	Ballfield 1 (Flat/Varied)	1	01:00:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Athletic Complex	Ballfield 2 (Grid)	1	01:00:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Athletic Complex	Ballfield 3 (Block)	5	00:10:00:00	\$200.00	\$160.00	\$0.00	\$360.00		
SEAB Campground	Campsite A (10x12')	1	01:20:00:00	\$200.00	\$25.00	\$0.00	\$225.00		
SEAB Campground	Campsite P (12x16')	1	01:20:00:00	\$250.00	\$45.00	\$0.00	\$295.00		
SEAB Community Center	Ballroom C	2	00:04:30:00	\$200.00	\$50.00	\$0.00	\$250.00		
SEAB Community Center	Grand Ballroom (A, B & C)	2	00:04:30:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Community Center	Gymnasium	35	01:11:00:00	\$0.00	\$0.00	\$0.00	\$0.00		
SEAB Community Center	Half Court A	18	00:18:00:00	\$25.00	\$0.00	\$0.00	\$25.00		
SEAB Community Center	Meeting Room 1	86	28:16:00:00	\$0.00	\$0.00	\$0.00	\$0.00		

Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by you, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Optional Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that you may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- ArcGIS for purposes of local resident determination
- Identity Provider (IdP) Integration for secure single sign-on
- Lighting integration with Musco or SkyLogix lighting solutions
- AudioEye Enterprise - ADA / WCAG Accessibility

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

CivicPlus Portal will empower your program participants and community members to expand the frequency and variety of revenue-generating activities they sign up for with your parks and recreation department.

CivicPlus Portal gives residents a single login for every interaction they need to make with their local government. Through the Portal's personalized dashboard, residents logged in to pay a utility bill can see upcoming community events and immediately register, increasing revenue and engagement with your department.

Resident Benefits

- Anytime, anywhere access to digital resident services
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with residents
- Reduced phone calls, walk-ins, and emails from residents searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

Now, more than ever before, communication with your communities is vital. Missed information is a missed opportunity to engage your community in what is happening and reaching as many people as possible is critical to a successful parks and recreation offering.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

Seamlessly share and publish your CivicRec event information and details using the Integration Hub. Information entered in your CivicRec calendar will populate CivicEngage® Central calendars and save staff the time and additional steps of entering the same information in multiple places.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.



Standard Project Timeline

The following is a simplified example project plan. A typical Standard CivicRec implementation averages ~14 weeks. Your specific timeline can be affected by additional training or integration needs, schedules and availability, pace of learning, and a target launch date. Upon determination of your final scope, your CivicRec Implementation Team will be able to share a complete and more detailed project plan specifically tailored to you.

PROJECT START

1

Initiate

PHASE 1

- Project Initiation & Review
- Project Timeline Review & Approval
- Kickoff Deliverables
- Kickoff Call

Analyze

PHASE 2

- Payment Gateway Setup
- Accounting Setup
- GL Code Import
- Prepare Public Page Design

2**3**

Design & Configure

PHASE 3

- Configuration Training & Testing
- Facilities Training & Testing
- Activities Training & Testing
- Daily Operations Training & Testing

Optimize

PHASE 4

- Complete Catalog Testing
- Complete Public Page Design
- Remove Test Data

4**5**

Launch

PHASE 5

- System Implementation Closeout Meeting
- Remove Trial Flag - Enables 100% Functionality
- Transitioned to Dedicated Customer Success Manager
- Launch to Community

GO LIVE

Project Approach

During the Initiate and Analyze Phases, you and the CivicRec Implementation Team will work together to determine an ideal project plan based on your department's goals and contracted items. This includes, at minimum, determining the look and feel of your public page, configuring your accounting settings, importing GL codes, and setting up your payment gateway. It may also include preparing data imports and/or integrations.

During the Design and Configure Phase, you will learn the basics of CivicRec through the Standard Core Curriculum Training. Your CivicRec Implementation Consultant will train your team on the necessities of the system and tailor trainings based on your specific needs. It is also expected that you test every item in the new catalog for practice and quality assurance. During this phase, it is important for you to begin thinking about marketing tactics to promote your new online catalog.

After training is complete, you enter the Optimize and Launch Phases, where you will work with the CivicRec Implementation Team to prepare to launch. Both parties will help to ensure all requirements are met for a successful go-live. It will be up to you to determine when to open the catalog to your community once all implementation tasks are complete.

Once you are ready to launch to your community, you will place a link on your website to direct customers to your CivicRec catalog and our Technical Support Team will be ready to assist you with any questions you may have.

Standard Training Plan

A Standard Training Plan covers the bare necessities of learning CivicRec: Configuration, Facilities, Activities, and Daily Operations. During these core curriculum training engagements, your CivicRec Implementation will identify areas of focus required to meet your needs.



We recommend anyone that will be working on building out your CivicRec Catalog attend all four training engagements.

A final review of your system will occur during your Prep for Launch Meeting in which your team can ask any final questions before being handed off to our Technical Support Team, so you are confident moving forward with your new system and all the resources available to you when implementation is complete.

Data Imports

A data import of all GL Codes is included in all CivicRec Implementation Packages. CivicRec can also import certain data from your current database to your new CivicRec Catalog, leveraging our custom developed scripts and libraries. Additional data imports include User Accounts, Memberships, Residency Address Lists, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.

Your Role

You should consider the following roles for a successful project team:

- **Project Executive** – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalations, is a key decision-maker, and acts as project champion.
- **Project Manager** – Works closely with the CivicRec Implementation Team to facilitate the execution of project trainings, tasks, and logistics. Identifies Q&A topics or elective trainings for front-line staff, facility managers, supervisors, and/or league coordinators. Will likely be a system administrator.
- **Lead Staff** – Activity and facility managers who will be doing the bulk of configuration and setup within your new CivicRec Catalog. Will likely be a system administrator.
- **Frontline Staff** – Acts as end users of the system and will participate in training sessions lead by your Implementation Consultant or by system administrators internally. Recommended attendance at Daily Operations Training.
- **Information Technology** – Coordinates with CivicRec on technical aspects of the system such as payment gateways, hardware, and transfer of data. Recommended attendance during Prep for Launch Meeting at minimum.
- **Finance** – Coordinates the payment gateway in and works with CivicRec to properly configure the necessary accounting setup. Recommended attendance during Configuration and Daily Operations Training at minimum.
- **Marketing** – Identifies and communicates rollout and adoption process both internally and to the public. Recommended attendance during Configuration Training and Prep for Launch Meeting.

Ongoing Services



Technical & Ongoing Support

- Live technical support engineers based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency technical support for named points of contact
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned customer success manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and operating system patches
- Testing and Development

Award-Winning



CivicPlus' Technical Support Team has been honored with one Gold Stevie® Award, three Silver Stevie® Awards, and five Bronze Stevie® Awards, which are the world's top honors for customer service, sales professionals, and more.

2021 Support Metrics



- Total Tickets – 103,759
- Average Chat Response – 3:48 Minutes
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%

Hosting & Security

- Hosting with Azure's geographically distributed regions
- Cloudflare Content Delivery Network
- Amazon Aurora (Aurora) fully managed relational database engine
- 24/7/365 system monitoring, system availability, and performance
- Server firewalls, anti-virus scanning, IP logging and filtering, and application security monitoring
- Software updates and security patches
- Disaster recovery with local, replicated servers and off-site encrypted backups
- PCI Compliance with CivicPlus Pay - a Level 1 PCI DSS certified payment gateway

"It's clear to us that CivicRec has always been willing to listen to the recreation professionals that they work with. It's that type of collaboration that has allowed us both to grow. CivicRec has always been willing to listen to our needs and understand the features and functionality that we need."

— Neely M., Administrative/Programs Assistant,
Cherokee Recreation & Parks Agency



Disclaimer



Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



Optional Add-Ons

Data Imports

CivicPlus offers an array of data migration options to ease the transition from your previous recreation management software to CivicRec. A simple CSV template will be supplied by CivicRec for each of the data migration options chosen in order to make the import of that data quick and seamless.

- **User** – This import includes user data such as name, address, email, age, gender, & phone number.
- **Activities/Sessions** – Import data points for activities to cut down on the time to fully configure an activity or session. Data points include, but are not limited to, activity type, name, category, description, default GL code, etc.
- **Residency** – Clients can import residency data via .csv file. This can be done at the beginning of your project and periodically to ensure all information is current. There is a cost per import. CivicRec also offers an ArcGIS integration to eliminate the need for this import or continuous updating over time.
- **Location/Facilities** – Import specific data points to enable quicker configuration of a facility. Location refers to a park or complex and a facility refers to a rentable/reservable space (room, shelter, or field) within that Location.
- **Membership & Pass** – Import all data regarding current memberships, including punch cards and expiring memberships. In addition user accounts will be created for each member imported.
- **Future Facility Reservation** – Import all reservations already made within your current recreation software that would take place after your “go live” date. This will help prevent double bookings during the transition period from your previous software to CivicRec.

ArcGIS Extract

Through our existing ArcGIS integration, CivicRec will use an endpoint provided by you to plug into our integration. The system will then identify public users as a resident or non-resident based on their address upon account creation. This integration is intended to allow city and county parks and recreation departments the opportunity to price programs or base access on a patron's residency status. You will be responsible for creating the endpoint as CivicRec does not employ a GIS expert or SME.

Lighting Integration

Skylogix or Musco Lighting integration enables a facility's lights to be automatically turned on when a reservation starts, and off when a reservation ends.

Identity Provider (IdP) Integration

CivicPlus offers customized IdP integration capabilities, which means you'll benefit from easier integration between CivicRec and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Azure Active Directory (AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

Document Management

The document management feature is a simple and convenient way to store and share files needed for registrations. It allows public users and staff to securely upload relevant documents for activities and assign document types to specific activities to streamline the registration process. Staff can also set document retention policies based on organization needs.

AudioEye Enterprise

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy-to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.1 has never been easier.

Dedicated Hosting and Security

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

Financial Extract

CivicRec provides several templated export options in the form of either .CSV or .TXT files to assist in transferring financial data from CivicRec into the financial software utilized by the customer. Templated extracts are included with the purchase of CivicRec. In the event none of the templated extracts work for the customer, CivicRec offers the option to purchase a custom financial extract built by the CivicRec team. Depending on your organizational needs, additional information will be required before development can be agreed upon. Final scope of any such development is solely at the discretion of CivicPlus, future business priorities and requirements, and development capacity.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-39318-1

3/8/2023 10:11 AM

5/31/2023

Client:

SHOREWOOD, MINNESOTA

Bill To:

SHOREWOOD, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Brackett	x	andrew.brackett@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec AudioEye Enterprise	AudioEye Enterprise for CivicRec	Renewable
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	One-time
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time

List Price - Year 1 Total	USD 35,213.00
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Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 6,500.00	USD 1,537.67	USD 8,037.67
Year Two	USD 6,825.00	USD 1,537.67	USD 8,362.67
Year Three	USD 7,166.25	USD 1,537.67	USD 8,703.92
Year Four	USD 7,524.56	USD 0.00	USD 7,524.56

Initial Term	36 Months
Initial Term Invoice Schedule	One time fees will be spread equally across 3 years, initial year invoiced at signing and subsequent years invoiced on the anniversary of signature date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-39319-1

3/8/2023 10:20 AM

5/31/2023

Client:

SHOREWOOD, MINNESOTA

Bill To:

SHOREWOOD, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Brackett	x	andrew.brackett@civicplus.com		Net 30

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1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	One-time

List Price - Year 1 Total	USD 27,713.00
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Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 4,875.00	USD 1,537.67	USD 6,412.67
Year Two	USD 5,118.75	USD 1,537.67	USD 6,656.42
Year Three	USD 5,374.69	USD 1,537.67	USD 6,912.35
Year Four	USD 5,643.42	USD 0.00	USD 5,643.42

Initial Term	36 Months
Initial Term Invoice Schedule	One time fees will be spread equally across 3 years, initial year invoiced at signing and subsequent years invoiced on the anniversary of signature date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

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CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Challenge #1

Staff Time on Manual Labor/Processes

Challenges

- Lack of online reservation/registration option requires staff to put in time/labor manually for each transaction.
- Multiple paper forms and waivers to manage.
- Have to manually maintain facility calendar, program rosters, compile information for reports, no easy way to communicate in bulk or to specific groups.

Solutions

- CivicRec provides online activity registrations and facility reservations with credit card processing.
- Automate processes for staff – customers can book their own facilities without concern for double bookings, automatically assign program registrants to rosters, easily run reports without having to compile the data manually.
- Online portal for customers to see real-time information & availability.

Results

- Customers will not have to wait for you to respond with information – customers can easily register/reserve on their own time and not just during office hours.
- Easy online reservations & registrations alleviate time spent on data entry.
- Online process provides visibility within one searchable system to help with accessibility to different offerings you provide.

Estimated Time Savings
Basic Hourly Labor Rate
Labor Avoidance

8 hours per week
\$29 per hour
\$232 per week / \$6,960 per year (~30 weeks)

Challenge #2

Rentals/Registration Process

Challenges

- Manual registration process is not convenient for citizens or staff. Lack of convenience is potentially causing loss of revenue.
- Difficult to promote all of the department's offerings in a single location.

Solutions

- CivicRec provides online rentals and registration with secure credit card processing.
- Allows for customers to transact with your organization from the comfort of their homes or mobile devices 24/7.
- Integrated system promotes all facilities and activities that the department offers.

Results

- Reduced barrier of entry with online portal can increase registrations, rentals, and department participation and revenue.
- Visibility with reporting sheds light on popular facilities/programs.
- Opportunity to encourage cross-selling and referrals from social media.

Estimated Rental Opportunity	30 rentals/year
Average Rate	\$140 per rental
Estimated Registration Opportunity	200 registrations/year
Average Rate	\$30 per offering
Estimated Revenue Opportunity	\$10,200 per year

Return on Investment Summary

<u>Challenges Identified</u>	<u>Solution</u>	<u>Annual Impact</u>
Staff Manual Processes	Process Automation	\$6,960
Rentals/Registration Process	CivicRec Public Portal	\$10,200

Estimated Annual Impact \$17,160

Financial Impact by Communication Method

- According to two recent studies from IT research firms (*The Gartner Group* and *The Yankee Group*), the average transaction costs per communication method range from:

Channel	Cost Per Transaction
Walk-in	\$9.00
Web Chat	\$7.00-\$7.50
Live Phone Agent	\$4.50-\$5.30
Email	\$2.50-\$3.00
Phone Self-Service	\$0.45-\$1.85
Web Self-Service (on-line)	\$0.24-\$0.65



Leaders at the Core of Better Communities



CITY OF SHOREWOOD
PLANNING COMMISSION MEETING
TUESDAY, MAY 2, 2022

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

MINUTES

CALL TO ORDER

Chair Eggenberger called the meeting to order at 7:02 P.M.

ROLL CALL

Present: Chair Eggenberger; Commissioners Gorham, Huskins, and Holker; Planning Director Darling; and, Council Liaison Maddy

Absent: Commissioner Johnson

Chair Eggenberger resigned as Chair, which automatically makes Commissioner Gorham, who was previously elected as Vice-Chair the new Chair.

1. APPROVAL OF AGENDA

Huskins moved, Holker seconded, approving the agenda for May 2, 2023, as presented. Motion passed 4/0.

2. APPROVAL OF MINUTES

- **April 4, 2023**

Planning Director Darling gave an overview of some items that were not recorded at the previous meeting and asked for assistance in filling the details that were missed.

The Commission shared recollections of the last meeting.

Huskins moved, Holker seconded, approving the Planning Commission Meeting Minutes of April 4, 2023, as amended. Motion passed 3/0/1 (Gorham abstained).

3. MATTERS FROM THE FLOOR - NONE

4. PUBLIC HEARINGS - NONE

5. OTHER BUSINESS

- A. Amendments for Content Neutral Signage (Section 1201.03, Subd, 11 of City Code)
Applicants:

Planning Director Darling gave a brief presentation on the City's efforts to convert sign regulations into a 'content neutral' format as required based on several Supreme Court decisions. She noted that staff had taken inspiration from Hopkins, Richfield, Plymouth, as well as guidance from the League of Minnesota Cities.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MAY 2, 2023

Page 2 of 4

Commissioner Huskins stated that the term 'permanent' sign is used, but he did not see that was one of the definitions in the information included in the packet.

Planning Director Darling agreed and noted that it would have to be added. She explained that she wanted to wait on the definitions because there will be several new definitions that will be necessary.

Chair Gorham referenced Subd 11, A and B, and noted that the portion about permitted and prohibited signs, it mentions public signs, address signs, integral signs, and campaign signs. He noted that those are not terms that are used in the list of allowed signs in the tables.

Planning Director Darling explained that those were all from the current ordinance and explained that was one of the reasons that they are redoing this section because they are specific to content and they have to be made content-neutral. She gave examples of sign names that cannot be used that would be based on their content and noted that tonight's conversation is just about the first part of the sign regulations and more language would be coming back for future discussions.

Commissioner Huskins noted that he had comments and observations line by line on the information that was sent to the Commission.

Planning Director Darling suggested that they review the items line by line and the Commission can share their feedback.

The Commission gave the following feedback:

Findings a (1): – Add the word 'can' in front of have.

Findings a (4): - Define the word 'aesthetics' so it is not subjective. Use "could" instead of "would"

Findings b (2)(b): - questioned highlighting aesthetics as visual clutter, and change 'that is' to 'when'; suggested wording 'by preventing signage that is harmful to the appearance of the community'

Findings b (2)(c): - clarify the phrase 'improve the visual appearance of the city' and discussed the City's goals and mission

Findings b (2) (d): - discussion of the phrase 'fair and consistent' and the possibility of including some statement that reminds people that the City is complaint based

Findings c Effect: - discussion regarding ensuring the words used, such as 'section' 'chapter' and 'article' were being used consistently

Findings c (2): - discussion of consistency in the language used and suggested 'subject to the standards set forth herein' within the first paragraph

Findings d: - discussion of terms and consistency

Findings e: - discussion regarding possible confusion and the possible creation of a loophole

Findings f. (1) – discussion of the need for definition for 'permanent signs'

Findings f. (2) – clarify that inspections are always required for permanent signs, add 'or designee' following Zoning Administrator

Review (c): - discussion regarding the need for the phrase 'as many be amended from time to time' and suggested clarifying wording with the City Attorney.

Review (d): - Planning Director Darling suggested striking 'through the City's permit portal'

Exceptions (4)(b): - Incomplete sentence

Exceptions (4) (f): - discussion surrounding the term 'public signs'

Prohibited Signs (g) (6): - discussion about adding shrubs to the list

Prohibited Signs (g) (7): - flashing signs, possible wording that would differentiate between a public sign and others

Prohibited Signs (g) (9): - should perhaps be separated into two items in order to be clear

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MAY 2, 2023

Page 3 of 4

Noncommercial Speech Signs (h): - discussion about a creating a separate section that carves out signs that have nothing to do with elections; include language about traffic visibility in each section;

Planning Director Darling suggested that the Commission move the discussion onto how to begin thinking about the regulation of residential signage. She noted that she had hoped to keep the amounts of signage proposed to be allowed consistent with the current code but explained that there may be challenges with that approach.

The Commission discussed regulating by number of signs based on the size of lot; fixed number of signs consistent across the board; equity; enforcement; Richfield's code details; sign sizes; holiday signs and inflatables;

Planning Director Darling noted that she was suggesting that the Commission recommend capping the total limit of signs, similar to Richfield. She explained that the current ordinance does have some holes that she would like to see addressed.

There was consensus of the Commission to limit the size of signs to a total of 12 sq. feet for residential properties in residential districts.

Planning Director Darling moved the discussion toward non-residential uses in residential districts.

The Commission discussed the possibility of exempting public parks from the limits or having a separate category for parks.

There was a consensus of the Commission for a floating cap of 50 sq. ft. for every 10 acres or less., with a maximum sign size of 20 sq. ft. in area.

Following discussion, the Commission gave Planning Director Darling direction for additional amendments to bring back to a future meeting including the amount of temporary signage for non-residential uses in residential districts.

B. Election of Vice-Chair

Commissioner Huskins nominated Commissioner Eggenberger to serve as vice-chair and Gorham seconded the nomination.

Huskins moved, seconded by Gorham, to appoint Commissioner Eggenberger to serve as Vice-Chair. Motion carried 3-0-1 (Eggenberger abstained).

6. REPORTS

• Council Meeting Report

Council Liaison Maddy reported on matters considered and actions taken during the Council's recent meetings.

• Draft Next Meeting Agenda

Planning Director Darling stated that at the June 6, 2023 meeting they will continue to look at the sign code amendments and a variance request. She noted that they have had difficulties with

deliveries and asked for feedback from the Commission on when they had received their meeting packets. She noted that she was watching legislature for action that may be felt in the zoning world and shared examples of items that are being debated.

7. ADJOURNMENT

Holker moved, Huskins seconded, adjourning the Planning Commission Meeting of May 2, 2023, at 9:43 P.M. Motion passed 4/0.

DRAFT



City Council Meeting Item

Title/Subject: Deer Management Program 2023
Meeting Date: May 22, 2023
Prepared by: Jason Carlson (Planning Technician)
Reviewed by: Marie Darling (Planning Director)
Attachments: Resolution NO. 10-037
2022 and 2023 Deer Management Plans
Special Archery Deer Hunt Rules

Item
6B

Background: Since 2007 the city has partnered with the Metro Bowhunters Resource Base (MBRB) to conduct an annual deer management harvest. Deer management programs require city council approval. The goal of deer management is to maintain an overall deer population in the community of 15 deer per square mile (75 deer). In 2019, 94 deer were counted on an aerial deer survey and 78 deer were counted on an aerial deer survey in 2022.

The MBRB was established in 1995 to provide deer harvesting services to metro communities. Through the management program, MBRB sharpshooter status archers are granted permission from private property landowners to hunt on specific weekends during the late fall. The MBRB carries liability insurance. Harvested deer are removed from the property for processing.

Through the years the total harvested deer have ranged from 20-40. In 2022 there were 17 bowhunters that harvested 17 deer over 3 weekends.

Staff discussed the possibility of adding more weekends but due to development, the MBRB has lost spaces to hunt. Like the Country Club development.

The hunts are Fridays through Sundays. Friday hunts begin at 1:00 p.m. The three weekend hunts proposed in 2023 include:

Oct 13-16

Oct 27-29

Nov 10-12

No alternative dates for due to weather are proposed for 2023.

Financial or Budget Considerations: The MBRB provides its services free of charge. Staff time and related mailing expenses are minimal.

Action Requested: Staff recommends approval of the 2023 deer management program. A Simple majority vote is required for approval.

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 of 2

Proposed Motion: Move to approve proposed 2023 deer management program and hunt dates scheduled in October and November.

CITY OF SHOREWOOD

RESOLUTION NO. 10-037

**A RESOLUTION ADOPTING A WILDLIFE MANAGEMENT PLAN FOR
WHITE-TAILED DEER
IN THE CITY OF SHOREWOOD**

WHEREAS, over the past several years, the City has increasingly received complaints from property owners of damage done to landscaping by white-tailed deer; and

WHEREAS, in 2007 the City contracted with Three Rivers Park District to participate in an aerial survey/deer census; and

WHEREAS, based on information provided by the aerial survey, the City contracted with Metro Bowhunters Resource Base (MBRB) for the reduction of deer in select areas over a period of four weekends in 2007 and again in 2008; and

WHEREAS, in 2009 the City elected not to conduct deer reduction efforts in order to assess what effect the management program was having on the deer population; and

WHEREAS, an aerial survey conducted in 2010 indicated that the deer population had rebounded significantly, and

WHEREAS, the City Council directed staff to prepare a plan for the management of white-tailed deer in Shorewood, which plan would set forth goals, objectives and policies relative to such management;

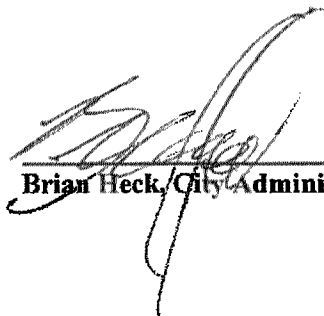
NOW, THEREFORE, BE IT RESOLVED, by the Shorewood City Council that the Wildlife Management Plan – White-Tailed Deer, a copy of which is attached hereto as Attachment I and incorporated herein, is established as the official policy of the City of Shorewood.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 26th day of July, 2010.



Christine Lizée, Mayor

ATTEST:


Brian Heck, City Administrator/Clerk

Wildlife Management Plan

White-Tailed Deer

Shorewood, MN

Introduction

Over the years, Shorewood has prided itself on its protection of natural resources, part of which is the preservation of natural habitat for wildlife. Approaching full development, the City now finds itself in a position of managing wildlife in order to avoid conflicts with human activities and minimize property damage by animals that are not subject to natural predation.

In response to resident complaints that increasing deer populations in Shorewood were damaging landscaping in the community and in some cases were being hit by cars, the City initiated a Deer Management Program in 2007. The plan began with an aerial survey conducted by Three Rivers Park District in February of that year. Since then Shorewood has obtained aerial surveys each February. The City then contracted with Metro Bowhunters Resource Base (MBRB), a non-profit organization of bowhunters to conduct a series of controlled hunts in 2007 and 2008 at select locations throughout the City. Following are aerial survey counts for each year as well as the number of deer removed in the controlled hunts:

<u>Year</u>	<u>Deer Count</u>	<u>Deer Removed</u>
2007	121	26 (11*)
2008	74	23 (8*)
2009	64	N/A
2010	106	TBD

*In addition to the controlled hunts commissioned by the City, the Minnetonka Country Club was authorized to conduct a trap and dispatch program which removed 11 deer in 2007 and eight deer in 2008. They were not authorized to hunt in 2009.

In 2009 the City Council agreed to suspend the controlled hunts and see what, if any, effect it might have on the deer population. It is worth a reminder at this time that while the aerial surveys provide an indication of the deer population, they are only “snapshots” of a given day. The City uses the surveys, combined with resident complaints to gauge the relative increase and decrease in deer population. The 2010 aerial deer survey showed a rather dramatic increase in deer population from the previous year. The count was 106, up 42 from the previous year.

Attachment I

Past management efforts in Shorewood have been somewhat subjective with no specific goal in mind. After considerable research of Minnesota Department of Natural Resources (DNR) information, studies conducted by other cities and agencies, and conversations with wildlife managers from Three Rivers Park District, the City has developed a more objective approach to deer management. It is important to state that it is not the City's intent to eradicate deer from the landscape. Rather, deer are considered to be a valuable element of Shorewood's ecosystem in which, absent natural predators, humans must assume the role of controlling the deer population at healthy and socially acceptable levels.

Deer Management Goal/Objectives/Policies

Management Goal: Manage white-tailed deer populations within the city at socially acceptable levels that provide recreational educational opportunities as well as provide opportunity for maintaining a healthy (natural regeneration) of woodland habitat.

Management Objectives:

- Develop an operational management program to maintain deer populations within acceptable limits
- Maintain an overall deer population in the community of 15 deer per square mile (75 deer)
- Establish deer management areas, based upon geographic location
- Manage deer populations within deer management areas so as not to exceed 20 deer per square mile
- Reduce the number of car/deer collisions
- Educate residents as to the value of deer and deer habitat; minimizing nuisance problems through planting and landscaping; and the ramifications of supplemental deer feeding
- Create a uniform system for handling resident input relative to deer management

Management Policies:

1. The City will continue to contract with Three Rivers Park District for annual aerial deer survey services. The annual survey and resident input shall be used as a basis for determining the extent and location of any deer removal efforts for the upcoming season.
2. All resident input, including phone calls, e-mails and letters shall be forwarded to the Shorewood Planning Department, from which it will be provided to the City Council for its annual evaluation of the deer management program.
3. Deer removal efforts necessary to achieve City objectives shall be limited to archery and shall be conducted by the Metro Bowhunters Resource Base (MBRB). In addition, the City may authorize special hunts, conducted by qualified contractors, for the Minnetonka Country Club property.

4. Deer removal operations shall be conducted on public property where practical, and on private property where conditions are conducive to archery and where adjoining property owners do not object.
5. Notice will be mailed ten days prior to the first removal date to all property owners whose land adjoins a proposed deer removal site. The notice shall include the dates of all hunts for that season and contact information for deer management personnel (city staff and police).
6. The City will provide deer management information to its residents through the City's newsletter and website.

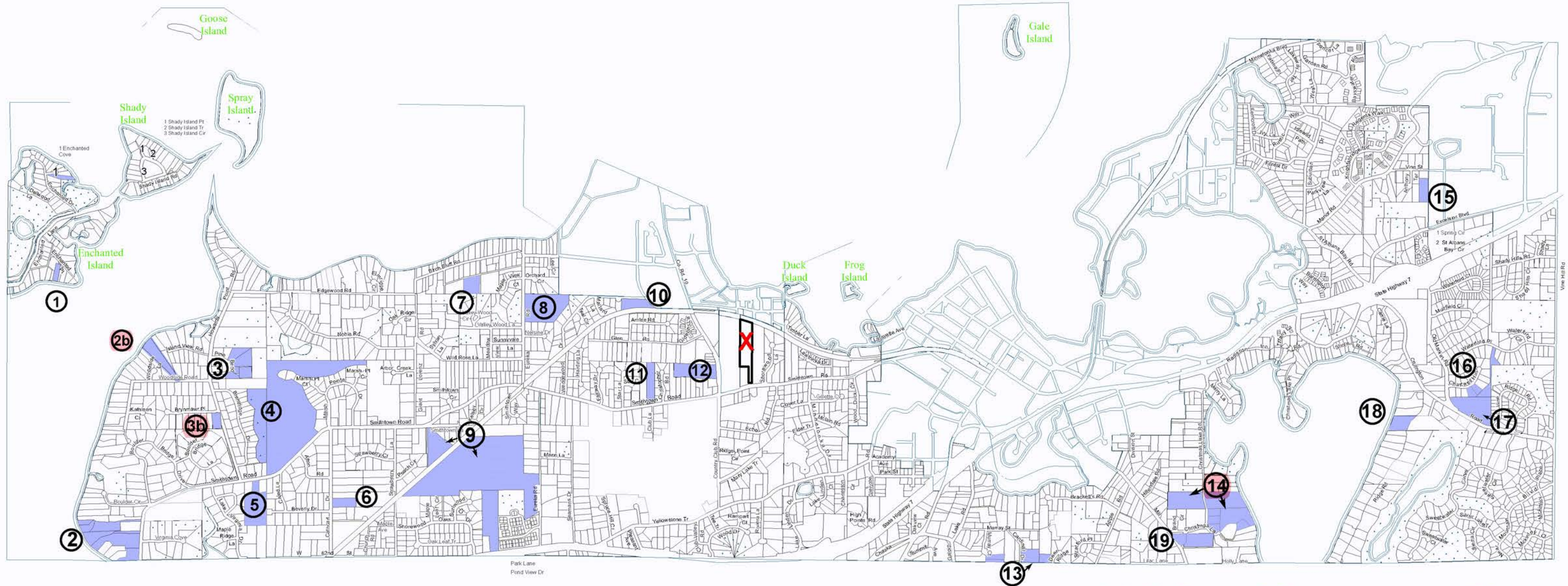
Deer Management Plan – 2010:

Proposed deer management areas are illustrated on Exhibit A, attached. Three geographic areas have been identified - west, central and east. The largest concentrations of deer are found in the central management area, south of State Highway 7, west of Christmas Lake and in the east management area, east of Silver Lake. The west management area also has some concentrations that have been targeted in past removal efforts.

In light of the rebound in deer population last year, the removal effort for 2010 will include four weekends this coming season. Hunt sites will focus on the areas of heaviest concentration. The area that will be most difficult to achieve success is the southerly portion of the east management area. This is due to the relative lack of public land and developed nature of property.

Hunt rules have been established for the program (see Exhibit B). The removal efforts will be monitored for comparison with the 2010 population data. Upon receipt of the aerial survey in 2011, the City will determine whether to institute another full effort for that year, or to drop down to a maintenance effort (e.g. fewer sites or fewer weekends, or both).

CITY OF SHOREWOOD



2022 Deer Management Plan

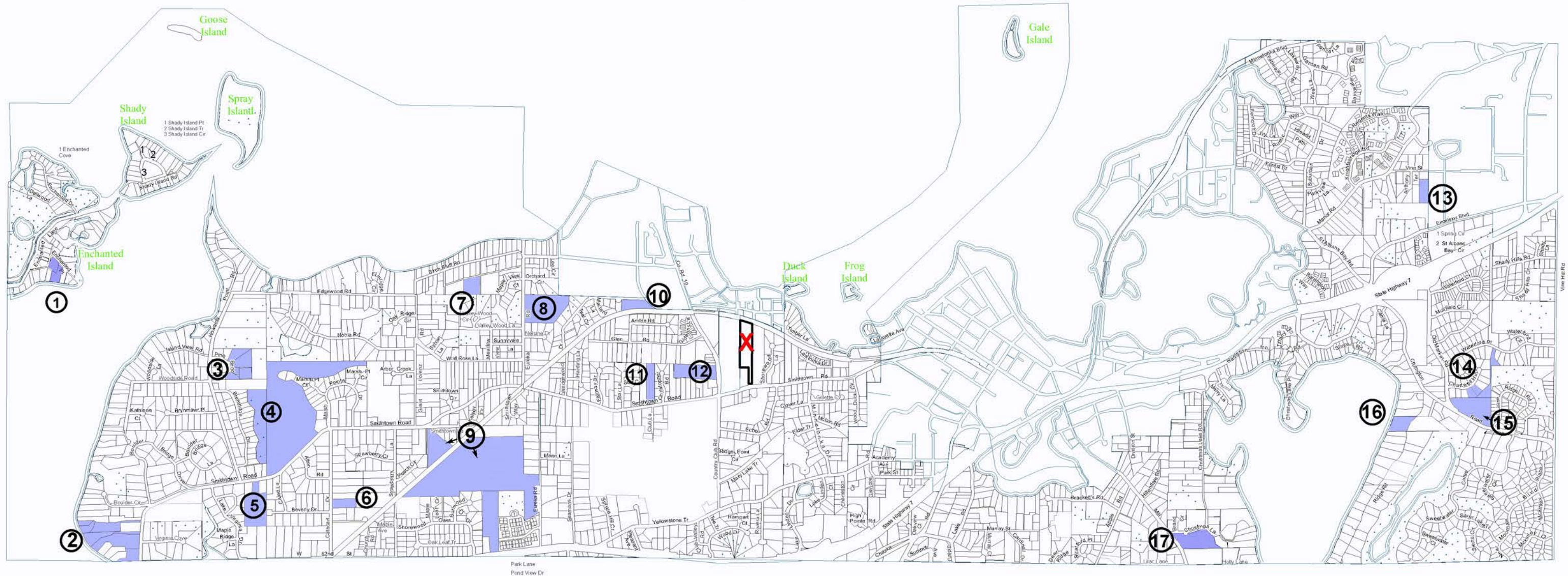
Selected Sites

- 1 Private (4485 Enchanted Point)
- 2 Private (27920, 27930, 27940, 27960, 27964, 27990 Smithtown Rd)
- 2b Private (27880 Island View Road)
- 3 Private (27410, 27420 & 27450 Pine)
- 3b Private (27505 Brynmawr Place)
- 4 City Property (Marsh Pt Wetland)
- 5 Private (27225 Smithtown Road)
- 6 Private (6035 Cathcart Drive)
- 7 Private Property (25865 Birch Bluff Road)
- 8 City Property (Eureka Road Wetland)

- 9 City Property (Freeman Park & 26245 Smithtown Rd)
- 10 City Property (East end of Wedgewood Drive)
- 11 Private (24800 Smithtown Road)
- 12 City Property (Gideon Glen)
- 13 Private (6185 and 6200 Cardinal Drive)
- 14 ? Private (6005 Christmas Lake Road) ?
- 15 Private (20015 Vine Street)
- 16 Private (19765 & 19795 Chartwell Hill)
- 17 City Property (Silverwood Park)
- 18 Private (5770 Ridge Road)
- 19 Private (21355 Christmas Lane)
- X Deer Processing - 24200 Smithtown Road (Shorewood Public Works)



CITY OF SHOREWOOD



Selected Sites

- 1 Private (4485 Enchanted Point)
- 2 Private (27920, 27930, 27940, 27960, 27964, 27990 Smithtown Rd)
- 3 Private (27410, 27420 & 27450 Pine)
- 4 City Property (Marsh Pt Wetland)
- 5 Private (27225 Smithtown Road)
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X Deer Processing - 24200 Smithtown Road (Shorewood Public Works)

2023 Deer Management Plan



Shorewood
Planning Dept
09/2022

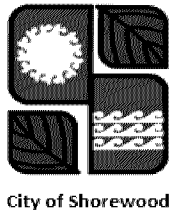
City of Shorewood

2022

Special Archery Deer Hunt Rules

1. Deer hunt locations are limited to the areas as identified on the attached maps.
2. All hunters must attend the pre-season hunt orientation in October at the Shorewood City Hall.
3. Hunts are conducted using sharpshooter status MBRB archers only and are held during Friday (evening), Saturday / Sunday on the following dates: October 14-16, October 29-31, and November 12-14. Tree stands can be erected on the preceding Fridays.
4. All hunters are selected through the Metro Bowhunters Resource Base (MBRB).
5. Hunters must follow all Minnesota DNR laws and all MBRB special rules.
6. All hunt periods are for either sex deer.
7. Hunters must carry a hunt authorization letter from the City at all times during hunt.
8. All archers must hunt from elevated stands. Only TMA approved stands/steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.
9. Ground blinds may be used by disabled hunters only. In this case the MBRB hunt coordinator will place the blind in a safe location.
10. Hunters must have a flashlight and a warning whistle within easy reach during entry, egress, and while on stand. A cell phone is also recommended.
11. A five-point fall restraint harness is required to be used by hunters at all times while on stand.
12. Only buckthorn can be cut for shooting lanes.
13. Stands can only be up during the designated hunt periods and must be removed from the area at the completion of each hunt by 1 hour after legal shooting time on the Sunday evenings of each hunt period.

14. Archers must park in designated areas only.
15. Cars must have a City supplied parking permit properly displayed.
16. Only deer may be taken during special hunts.
17. Hunters must log in and out of the hunt areas each time they leave. The MBRB hunt coordinator will provide a log-in sheet at an appropriate location.
18. Archers cannot track deer outside of hunt boundaries. Hunters must contact the MBRB hunt coordinator if deer retrieval is required outside of hunt boundaries. The hunt coordinator will make arrangements for police escort or obtain landowner permission before tracking deer onto adjacent properties.
19. Additional restrictions may be added at the required orientation meeting.
20. Hunters should immediately report any incidents to the MBRB hunt coordinator.
21. Hunters are directed not to speak to any protestors or news media. These incidents are to be reported to the MBRB hunt coordinator immediately. The MBRB hunt coordinator will contact the appropriate City staff and/or the Police who will handle any communication needed.
22. South Lake Minnetonka Police Department should be contacted immediately in the case of accidents.
23. Failure to follow rules will result in discipline up to and including removal from hunt.



City Council Meeting Item

Title/Subject: Accept Quote for Water Meters Unit Installation
Meeting Date: May 22, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Service Agreement
Exhibit A1 - Request for Quote – Water Meter Replacement Project
Exhibit A2 - Ferguson Water Meter Installation Quote
Council Resolution – Water Meter Purchases

7A
MEETING TYPE
Regular
Meeting

Background in Recommendation:

On April 24, City Council approved the purchase of Neptune water meters furnished by Ferguson Waterworks. Staff solicited quotes for the purchase of new meters that would replace the remainder of water meters that were installed between 2007 and 2009. The City has had nearly 500 water meters fail over the past 2 years and have an additional 450 meters that were installed at the same time that are expected to fail.

Staff solicited quotes from two contractors for all water meter installation services. Services include resident communications and setting appointments, installing meter units, troubleshooting, and testing. The quote package (attached) was sent to both vendors and quotes were received by the city on May 16, 2023. The summary of the quotes is as follow:

CONTRACTOR	QUOTE AMOUNT
Midwest Testing, LLC	Declined to quote
Ferguson Waterworks	\$59,585

The low Quote was provided by Ferguson Waterworks in the amount of \$59,585 (attached). The install cost per unit is the same pricing from Ferguson Waterworks as it was for phase 1 of water meter install project that was quoted in late 2021.

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:

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

- 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.
- Water meter purchases (April, 2023). Total costs are \$219,970.

Total grant expenditures to date amount to \$617,725.19. Of the original grant received of \$883,437.60, an amount of \$265,712.41 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 resolution that accepts the quote from Ferguson Waterworks in the amount of \$59,585 for replacement of the water meter units.

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.

PROFESSIONAL SERVICES AGREEMENT FOR WATER METER INSTALLATION SERVICES

THIS AGREEMENT is made this May 22, 2023 ("Effective Date") by and between Ferguson Waterworks, with its principal office located at 1694 91st Avenue NE, Blaine, MN 55449 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

- A. Consultant is engaged in the business of providing professional water meter installation services.
- B. The City desires to hire Contractor to provide installation services of water meters as a part of the water meter replacement project.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibits 1A and 1B** (the "Services"). **Exhibits 1A and 1B** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before October 15th, 2023 for phase 1 of installation and February 15th, 2024 for phase 2 of installation, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as the **Exhibits 1A and 1B**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

- B. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- C. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- D. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Consultant shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

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

- A. 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 additional insured.
- B. 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.
- C. 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 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 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.

11. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

12. **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.

13. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

14. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Consultant, and supersedes any other written or oral agreements between the City and Consultant. This Agreement may only be modified in a writing signed by the City and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.

15. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Consultant shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

18. **Agreement Not Exclusive.** The City retains the right to hire other professional installation services for this or other matters, in the City's sole discretion.

19. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

20. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

21. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is the City Administrator of the City, or designee. Consultant's authorized agent for purposes of

administration of this contract is _____, or designee who shall perform or supervise the performance of all Services.

22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant

Ferguson Waterworks
1694 91st Avenue NE
Blaine, MN 55449

The City

City Administrator
5755 Country Club Road
Shorewood, MN 55331

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

30. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

31. **Recitals.** The City and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

Ferguson Waterworks

By: _____

Name: _____

Title: _____

City of Shorewood:

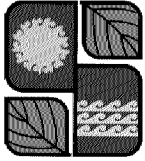
By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE



REQUEST FOR QUOTES

Water Meter Replacement Project

City of Shorewood, MN

Table of Contents

- A. Notice to Firms Providing a Quote
- B. Purpose of Request
- C. Project Description
- D. Quotes to Remain Subject to Acceptance
- E. Insurance
- F. Project Meetings
- G. Project Timeline
- H. Method of Measurement and Payment
- I. Specification References
- J. Schedule of Meters
- K. Contractor Qualifications
- L. Contractor Personnel/Vehicles
- M. Site Access
- N. Customer Notification and Scheduling
- O. Customer Notification and Scheduling
- P. Removal of Existing Water Meters

ATTACHMENT 1

QUOTE FORM

A. Notice to Firms Providing Quotes

The City of Shorewood is soliciting quotes for replacement of approximately 701 Neptune meter units (provided by Owner) and troubleshooting defective meters located within residential and commercial spaces located within the cities of Shorewood, Excelsior and Deephaven.

Quotes will be received electronically for the above project by Matt Morreim, Director of Public Works, by Tuesday, May 16th, 2023, and shall be submitted electronically in PDF form at mmorreim@ci.shorewood.mn.us by 1:00 p.m. (CST) on the quote forms provided.

City Council will consider the award to quotes for this project at its regular meeting on May 22nd, 2023.

B. Purpose of Request

The City of Shorewood is seeking Quotes from qualified firms for the removal and replacement of approximately 701 Neptune water meters within the Cities of Shorewood, Excelsior, and Deephaven for measuring potable water usage. The scope of this project will also include general troubleshooting of defective meters and/or registers, and replacement, where needed.

C. Project Description

The project involves but is not limited to the complete replacement of existing water meters for the various properties within the City. Individual elements of work shall include, but are not limited to:

1. Coordinating with property owners for the replacement of failed valves, meter setters, or piping, and complete meter replacements.
2. Removal of existing water meters.
3. Installing new meters (provided by Owner)
4. Other miscellaneous work specified herein.

D. Quotes to Remain Subject to Acceptance

The City of Shorewood reserves the right to reject any or all quotes and to waive any and all informalities not involving price, time or changes in the Work.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in the favor of the unit prices.

E. 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 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 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 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.

F. Project Meetings

Prior to the start of the work, a joint meeting will be held with representatives of the Contractor, the Owner, and any other interested parties. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of the work, project schedule, labor and legal requirements, insurance requirements, method of payment, protection of existing facilities, location of disposal and other pertinent items associated with the project.

Weekly progress updates via email shall be provided by the contractor to the Owner providing project status, schedule and any other pertinent items associated with the project. The Owner may request an in-person progress meeting at any time.

G. Project Timeline

It is anticipated that the award of the Contract would occur on May 22nd, 2023 at the Shorewood City Council meeting. Upon award of the contract, the selected Contractor will be required to complete installation by the following dates:

1. Phase 1 meter units by October 15th, 2023.
2. Phase 2 meter units by February 15th, 2024.

H. Method of Measurement and Payment

Payment for installing water meters of the specified size shall be per EACH meter furnished. The amount bid shall include all work and material required to install the meter and all appurtenances required to ensure compatibility with the City's current meter reading system.

The installation of specific items and/or performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the price bid for the water meter system items. Such items of work include but are not limited to:

1. Coordination with property owners necessary to schedule the meter replacement.
2. Furnishing and installing fittings, adaptors, or piping necessary, to allow for the installation of the new water meters.
3. All work and materials required to install the water meters and meter reading system components and ensure that all meters are installed in accordance with applicable plumbing and electric codes.
4. Verify radio read signal outside the building using city supplied Neptune radio read unit.
5. Removal and disposal of the existing water meter, encoder register, and meter interface unit. An area for disposal will be designated at the City's Public Works Facility at 24200 Smithtown Road
6. Maintaining water service to all residents and businesses throughout the project.
7. All plumbing changes necessary to change from the existing meter size to a different meter size.

I. Specification References

1. Reference CEAM Specification No. 2611 (<http://www.ceam.org>) shall apply to the water meter installation, except as modified herein.
2. American Water Works Association (AWWA) Standards: <http://awwa.org/>
3. Minnesota Plumbing Code: <https://www.dli.mn.gov>

J. Schedule of Meters

All meter units and registers will be supplied by the Owner.

Description	Quantity
Phase 1	
5/8" Meter Units	288
Phase 2	
5/8" Meter Units	311
3/4" Meter Units	58
1" Meter Units	37
1-1/2" Meter Units	5
2" Meter Units	1
3" Meter Units	1

K. Contractor Qualifications

1. Contractor must have a minimum of ten (10) years' experience installing meter reading systems and be an expert in encoder registers and radio frequency automatic meter reading/advanced meter infrastructure technology.
2. Contractor must have at least three (3) successful installations of similar products in quantities of 600 or more, in the past five (5) years.

L. Contractor Personnel/Vehicles

1. Contractor shall provide adequate personnel that are technically competent for meter replacements.
2. Contractor shall have a Minnesota Master Plumber on staff.
3. All field personnel shall wear a picture identification badge stating the Contractor's name and personnel name, title, and picture.
4. All field personnel shall carry business cards with the name and phone number of the Contractor's local and emergency contact assigned to the project.
5. Contractor's vehicles, including personal vehicles used for Contractor's work shall have the company logo prominently displayed on both sides of the vehicle.

M. Site Access

1. The Contractor shall be required to enter residential and commercial facilities outside of the direct control of the Owner.
2. The Contractor shall be solely responsible for the safety of the Contractor's employees and shall hold harmless the Owner for conditions outside the direct control of the Owner.
3. The Contractor shall report to the Owner any properties that cannot be safely accessed or that the water meter is not accessible or other conditions outside the control of the Contractor that prohibit the replacement of the meter. If, in the Contractor's opinion, the condition of the existing service piping is such that irreparable damage would result from attempting to install the water meter, the Contractor shall notify the Owner prior to beginning meter installation work on that property. The Contractor will receive direction from the Owner.

N. Customer Notification and Scheduling

1. The Owner will provide an initial notification letter to affected properties informing them of the upcoming meter replacement project. After this letter, the Contractor is required to contact the property owners to schedule meter replacement appointments.
2. The Owner will provide to the Contractor a list which indicates Property ID, Service Address, Meter Number, Meter Size, and Class of Property in an electronic format acceptable to the Contractor.
 - a. The Owner will not be liable, nor will any consideration be given for extra payment claims by the Contractor if this information is found to be inaccurate.
3. Appointments must be made in a courteous and professional manner during reasonable hours through a website, phone calls, post cards, property visits, or additional letters.
 - a. All notifications that are mailed must be sent to both the physical and billing address of the property, if applicable.

- b. Contractor must make a minimum of four attempts beyond the initial notification letter to schedule an installation.
 - c. If contact cannot be made after four attempts, notify the Owner and provide documentation of the date, time, and method of the attempts.
 - d. The Owner may choose to perform the meter installation for non-responsive accounts or may schedule an appointment for the Contractor.
 - e. Contractor must set up a toll-free call center, accessible 24 hours per day and 7 days per week, for customer questions, complaints, and appointment scheduling. The call center number must be included in all customer notification documents.
 - f. Contractor must set up a project website with project information, frequently asked questions, photographs of typical installations, and an online appointment scheduling feature.
- 4. Properties may not be accessible during normal working hours. Installers must be available evenings and weekends to accommodate customer's requests for appointments.
 - 5. Working Hours are defined as:
 - a. 7:00 a.m. to 7:00 p.m. Monday through Friday,
 - b. 8:00 a.m. to 5:00 p.m. Saturdays,
 - c. with no work permitted on Sundays.

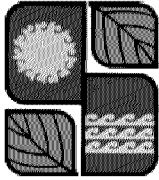
O. Customer Notification and Scheduling

Contractor is to provide the following documentation to Owner for meter replacements:

- 1. GPS positioning (3-5 meter accuracy) of meter location (or nearest point outside of the building) using geo-positioning software. All GPS data must link to the Owner's GIS system and be provided in a shape file. The following information will be included in the geo-coded data:
 - a. Water meter account number
 - b. Street Address
 - c. New Meter/MIU serial numbers
 - d. New Meter size
 - e. Service line size
 - f. Service line type (i.e. residential, multi-family, commercial, irrigation, fire, etc.)
 - g. Existing water service line material (i.e. copper, plastic, galvanized, etc.)
- 2. Digital photographs labeled by water meter account number of:
 - a. Street address of the meter
 - b. Existing meter installation
 - c. Existing meter reading and serial number at time of replacement
 - d. Existing remote indicator reading, if applicable
 - e. New meter reading, serial number, and installation
 - f. All photographs must be delivered electronically to the Owner

P. Removal of Existing Water Meters

Contractor is to carefully remove existing meter and encoder register/meter interface unit and dispose of at the City's Public Works Department (24200 Smithtown Road). The Public Works Facility is open Monday through Friday between 7:00am and 3:30pm.



City of Shorewood

Quote Form

Water Meter Replacement

INSTRUCTIONS:

- A. **RECEIPT OF QUOTE: May 16th, 2023, 1:00pm (CST)**
- B. **QUOTE DESCRIPTION: Water Meter Replacement Project**
- C. **PREPARATION AND SUBMISSION OF QUOTES:**
1. The Quote shall be emailed to Matt Morreim, Director of Public Works in PDF form to the email address mmorreim@ci.shorewood.mn.us by Tuesday, May 16th, 2023, 1:00pm (CST).
 2. Each Quote shall be submitted on the form furnished.
 3. Each Firm Providing a Quote must submit a complete Quote package, including the following items:
 1. Quote
 2. Three References
 3. Statement of Qualifications
 4. Certification of plumbing license
- D. **CONSIDERATION OF QUOTES:**
- No Quote shall be considered unless the party offering it shall furnish evidence satisfactory to the City that he has the necessary facilities, ability, and resources to fulfill the conditions of the Contract.
- E. **SUBSTITUTIONS:**
- Not Applicable.
- F. **PAYMENT:**
- The City shall pay Contractor for the Services according to the terms on the quote. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
- I. **COST OF WORK:**
- The undersigned, acting for and on behalf of Contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having

carefully examined and fully understood the entire Quote package, hereby affirms and agrees to enter into a contract with the City of City of Shorewood, Minnesota to provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his Quote as follows:

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Remove and Replace Meter	Each	701		

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Secretary

Exhibit 1B



REQUEST FOR PROPOSAL (RFP)

CITY OF SHOREWOOD, MN WATER METER REPLACEMENT PROJECT

Submission Deadline: May 16, 2023, 1:00 p.m. (CST)

Brian Rollins
AMI/AMR Specialist
Ferguson Waterworks
(319) 631-3174
Brian.Rollins@Ferguson.com
1694 91st Ave NE, Blaine, MN 55449

TABLE OF CONTENTS

Please use the Bookmark tool to navigate through the response.

Section 1 – Qualifications and Background	3
Section 2 – References	9
Section 3 – Quote Form	11
Section 4 – Proposed Meter and Endpoint	15
Section 5 – Project Management and Approach	17
Section 6 – Scope of Work and Installation Procedures	22
Section 7 – Certificate of Insurance	29
Section 8 – Brian Rollins Plumbing License	34

SECTION 1

QUALIFICATIONS AND BACKGROUND

SECTION 1 – QUALIFICATIONS AND BACKGROUND

PROPOSER OVERVIEW – FERGUSON ENTERPRISES, LLC



Largest Distributor

Offering Customizable Solutions



36,000+

Associates



\$29 Billion

Annual sales in FY 2022



1,700+

Locations



Over 1 Million

Customers Worldwide



69

Years of Operation



Publicly Traded

Listed on NYSE & LSE



37,000

Suppliers



Established in 1953 and headquartered in Newport News, Virginia, Ferguson opened with several locations dedicated to servicing

smaller plumbing contractors. From this modest start, we raised the bar for industry standards as the top-rated and largest wholesale supplier of commercial and residential plumbing supplies in the U.S. However, our expertise goes beyond plumbing. We are a diverse distributor that spans multiple businesses including HVAC/R, metering, plant, waterworks and industrial. Ferguson's expansive product offering allows for the availability of material for on-time jobsite delivery and by leveraging the resources of a nationwide company, Ferguson is positioned to manage the extensive range of projects that this highly specialized industry demands.

Ferguson is a relationship focused business. It is a cultural belief that is demonstrated every day through exceptional customer service, product selection and industry knowledge. With **nearly 70 years of industry experience**, Ferguson is one of the largest suppliers of water, sewer and storm management products and services to multiple segments of the waterworks sector. Ferguson is part of Ferguson plc, which is listed on the New York Stock Exchange (NYSE: FERG) and the London Stock Exchange (LSE: FERG) and is in the FTSE 100 index of listed companies.

Ferguson is proud to provide best-in-class products, services, and capabilities across the following industries and business segments:

- Waterworks
 - Meter & Automation
 - Plant
 - Pollard Water
 - Municipal
 - Geo & Stormwater
 - HDPE
- PVF
- HVAC Commercial & Industrial
- Plumbing
- Residential Building & Remodel
- Residential Trade & Counter
- Fire and Fabrication
- Facilities Supply

WHAT WE STAND FOR

Our purpose is to act as a trusted supplier and partner to our customers, providing innovative products and solutions to make their projects better. Our associates are the driving force of the business and a key differentiator in how we achieve our purpose and create value. They are guided by our *Vision, Mission and Values* that are a reminder of the goals we are working towards and how we expect to get there.

VALUES



-  Safety
-  People
-  Service
-  Integrity
-  Results
-  Innovation

MISSION



Ferguson associates provide expert advice and a range of products and services in order to improve our customers construction, renovation, and maintenance projects.

VISION



To be a trusted partner and deliver the best service to customers in our industry.

ADDITIONAL INFORMATION



Ferguson.com



Meter & Automation Group (MAG)

METER AND AUTOMATION GROUP (MAG) BACKGROUND

When Ferguson deployed its first AMI project in 2008, the decision was made on a national level to invest in substantial sales, installation, and ongoing support resources for AMR/AMI projects with the Meter and Automation Group (MAG). For the past 15 years, this substantial investment of human and capital resources with a focus specifically on AMR/AMI has allowed us to partner with the top meter manufacturers in the country.

As the authorized distributor for Neptune in Minnesota, Ferguson can leverage its branch network and municipal sales focus to bring unprecedented support. A partnership with Neptune and Ferguson also means stability and reliability, as we are established local partners with a rich history of proven products and customers. Since 1892, Neptune has built a 130-year track record of dependable Meter and Automation technology to become the most widely used meter in North America. Our partnership together shows a great track record for managing and installing AMR/AMI systems nationally.



UNIQUE BENEFITS

- **Quality Meter & Technology Supplier:** Ferguson works hand in hand with many of our manufacturing partners to offer products and solutions to our customers in need every day. Our rigorous supplier qualification enables us to maintain a detailed list of approved manufacturers, manufacturing sites, and specific products from qualified suppliers nationwide.
- **Finance Solutions:** Ferguson has partnered with firms that specialize in Waterworks project financing so we can help utilities explore creative funding options to drive higher returns and get more done.
- **Expansive Product Offerings and Solutions:** Ferguson's expansive product offering, and 1,700 branch locations allows for the availability of material for on-time jobsite delivery and by leveraging the resources of a nationwide company. Developing knowledgeable and quality focused associates strengthens our ability to partner with our customers and manufacturers, offering detailed product knowledge, problem solving solutions and cost-savings opportunities.
- **AMR/AMI Technology Experts:** Our associates are dedicated to understanding the latest products and services available, so they can recommend the system or tool best suited for a utility's immediate and future needs.
- **Data Analytics Support:** Intelligent metering systems and cloud-based analytics software applications can provide unprecedented access to real-time information about consumption demand and system efficiency, which allows forward-thinking utilities to use predictive analysis to preemptively correct problems.

LOCAL LOCATIONS AND NATIONAL CAPABILITY

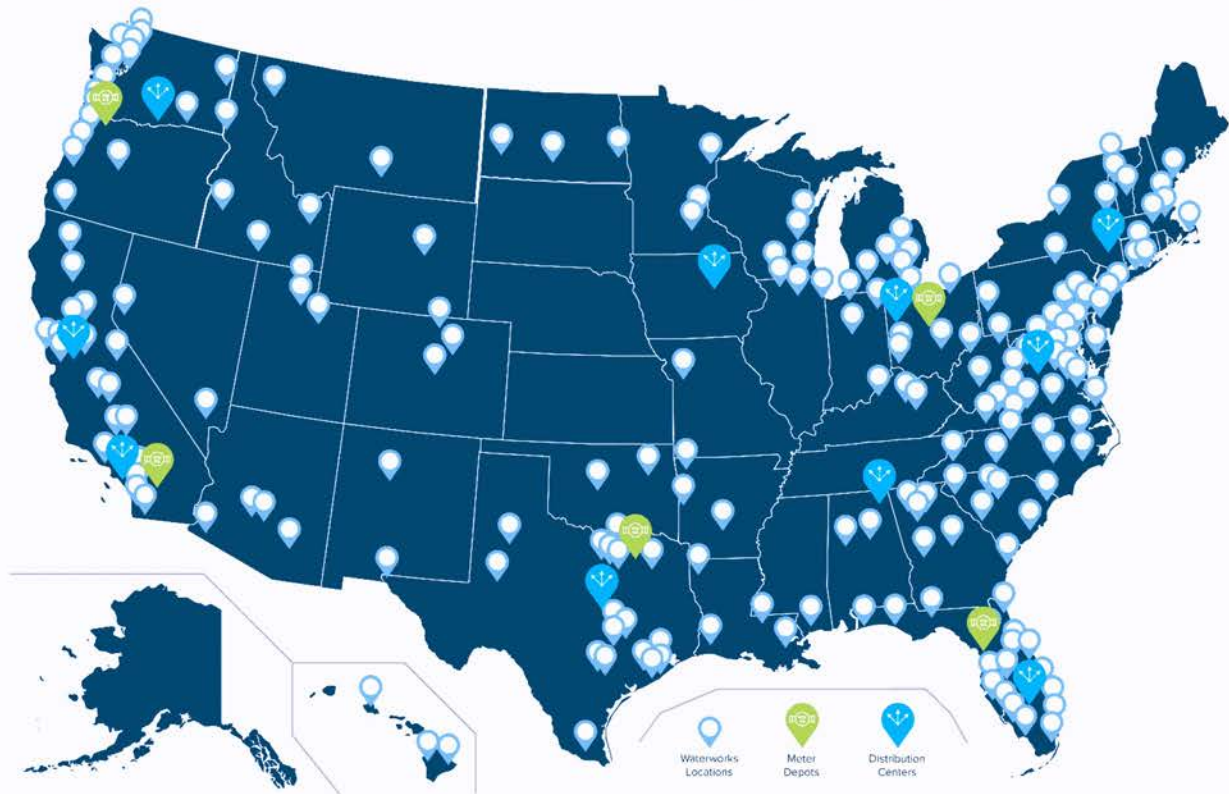
LOCAL FERGUSON OFFICE

1694 91st Ave NE, Blaine, MN 55449

One of the unique advantages of working with Ferguson is our presence and experience in the Minnesota market. **Ferguson has over 1,700 branch locations across the U.S, roughly 300** of those are dedicated to commercial/municipal waterworks.

Our team has expansive industry knowledge and experience in Minnesota, and we work alongside the local Ferguson Waterworks team to offer substantial project resources. This scope includes immediate meter inventories, phone and on-site support, meter testing, project management, RMA assistance, and more. Our well-trained staff utilizes our Inventory Management system and communicates with our partners for product availability and lead times.

Ferguson has nationwide locations which can provide full-time inventory. Ferguson also has vast distribution centers, which carry millions of dollars of tools and safety inventory. Our **220 Waterworks Locations and 5 Regional Meter Depots** allow us to maintain a dedicated inventory, ensuring our customers have reliable access to the products they need. To find a location near your city, for additional details please visit the map below or [Ferguson Locations](#).



Map illustrates Ferguson's national support platform.

MANUFACTURER BACKGROUND – NEPTUNE

Neptune is an AMR/AMI systems vendor with a successful history for **130 years**. As a leading provider of meter reading systems and water measurement products, Neptune has continually focused on the evolving needs of water utilities – revenue optimization, operational efficiencies, and improved customer service. Our vision is to be viewed as the **most valued partner** of our utility customers and help them manage the world's scarce water, energy, and human funding resources.



Neptune's fully integrated manufacturing facility ensures dependable and dedicated support for all hardware, software, and support for mobile Advanced Meter Reading (AMR) and fixed-base Advanced Metering infrastructure (AMI) systems. All Neptune water meters meet or exceed American Water Works Association standards as well as all the revised requirements of the Safe Drinking Water Act (SDWA). Accurate meter readings are guaranteed with Neptune's absolute encoder technology — a field-proven meter reading concept first introduced in 1964. This solid foundation allows a seamless migration from manual data collection to handheld, mobile, and fixed network radio frequency systems. Neptune's migration approach means you'll never outgrow Neptune technology.

Neptune has approximately 700 employees in North America producing meter reading systems and water measurement products. Neptune's state-of-the-art, ISO9001-certified, 300,000-square-foot facility in Tallassee, Alabama houses our integrated manufacturing, engineering, and support capabilities. Additionally, Neptune opened its Atlanta based Innovation Center in the spring of 2017 with a focus on software and hardware development, including IT support.

KEY FACTS

- 715 employees located in the US, Canada, and Mexico
- 300,000 square foot manufacturing facility
- 100% lead free foundry
- 4000+ AMR/AMI reading systems deployed
- System hardware optimized for water applications
- Superior battery management
- Common software platform optimized for mobile and fixed network applications
- Integrated RF MIU and absolute encoder technologies for Neptune meters
- R900™ building block for Smart Water solutions - Supports fixed base AMI and back up mobile AMR
- Cloud Based Data Management Software - offered as a Software-as-a-Service (SaaS) model
- AMI infrastructure support offered as Network-as-a-Service (NaaS) model

SECTION 2

REFERENCES

SECTION 2 – REFERENCES

St. Cloud, MN

System Reference

Contact Name: Lisa Vollbrecht, Public Utilities Director

Phone: (320) 255-7225

Email: Lisa.Vollbrecht@ci.stcloud.mn.us

Total Number of Units Contracted: 17,904

Chanhassen, MN

System Reference

Contact Name: Charlie Howley, PE, LEED AP, Public Works Director/City Engineer

Phone: (952) 227-1169

Email: chowley@chanhassenmn.gov

Total Number of Units Contracted: 6,936

Maple Grove, MN

System Reference

Contact Name: Jay C. Murzyn, P.E. Utility Operations Engineer

Phone: (763) 494-6358

Email: jmurzyn@maplegrovmn.gov

Total Number of Units Contracted: 24,240

SECTION 3

QUOTE FORM



City of Shorewood

Quote Form

Water Meter Replacement

INSTRUCTIONS:

- A. **RECEIPT OF QUOTE: May 16th, 2023, 1:00pm (CST)**
- B. **QUOTE DESCRIPTION: Water Meter Replacement Project**
- C. **PREPARATION AND SUBMISSION OF QUOTES:**
1. The Quote shall be emailed to Matt Morreim, Director of Public Works in PDF form to the email address mmorreim@ci.shorewood.mn.us by Tuesday, May 16th, 2023, 1:00pm (CST).
 2. Each Quote shall be submitted on the form furnished.
 3. Each Firm Providing a Quote must submit a complete Quote package, including the following items:
 1. Quote
 2. Three References
 3. Statement of Qualifications
 4. Certification of plumbing license
- D. **CONSIDERATION OF QUOTES:**
- No Quote shall be considered unless the party offering it shall furnish evidence satisfactory to the City that he has the necessary facilities, ability, and resources to fulfill the conditions of the Contract.
- E. **SUBSTITUTIONS:**
- Not Applicable.
- F. **PAYMENT:**
- The City shall pay Contractor for the Services according to the terms on the quote. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
- I. **COST OF WORK:**
- The undersigned, acting for and on behalf of Contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having

carefully examined and fully understood the entire Quote package, hereby affirms and agrees to enter into a contract with the City of City of Shorewood, Minnesota to provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his Quote as follows:

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Remove and Replace Meter	Each	701	\$85	\$59,585

Firm Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

Address: 1694 91st Ave NE

City, State, ZIP: Blaine, MN 55449

Signature: *Bradley C. Klein*
Bradley C. Klein (May 16, 2023 08:28 CDT)

Name Printed: Bradley C. Klein

Telephone: 515-419-5684 Date: May 16, 2023

If a Corporation:

ATTEST:

Jason Parker
Jason Parker (May 16, 2023 09:29 EDT)
 Project Management Manager

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Iowa are doing business as Ferguson Waterworks, and ii) Bradley Klein is Area Sales Manager in Iowa, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Bradley Klein as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2023.


Dated: 7/11/2022  **FERGUSON ENTERPRISES, LLC**

By: 
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)
)

City of Newport News)

Sworn to subscribed and acknowledged before me this 11th day of July, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.


Notary – Casey Mehlhoff

My commission expires: July 31, 2022



SECTION 4

PROPOSED METER AND ENDPOINT

SECTION 4 – PROPOSED METER AND ENDPOINT

NEPTUNE T-10® METER POSITIVE DISPLACEMENT METER AND R900i® ENDPOINT

Neptune's lead-free T-10® water meters offer water Utilities field-proven accuracy, reliability, and long-lasting performance at a wide effective flow range. The T-10® water meters are time-proven for accuracy and dependability even at low flow rates and provide a wide effective flow range for maximum revenue. The T-10® water meter is manufactured right here in America in our own foundry using proprietary technology.

The Neptune® ProCoder™ and R900i™ combination (through absolute encoder register/radio frequency endpoint) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your City can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow.



*T-10® 5/8x3/4" Meter with
R900i endpoint*

T-10® Residential Water Meters

Key Features

- Available in sizes: 5/8" – 2"
- Meets or exceeds latest AWWA C700 Standard.
- Lead free bronze main case – NSF/ANSI 61 and NSF/ANSI 372 certified, SDWA compliant.
- Lifetime guarantee on meter body.
- Positive displacement nutating disc measuring chamber.
- Quiet operation inside houses.
- Proprietary polymer measuring chamber material for long-term accuracy.
- Floating chamber design unaffected by meter position or in-line piping stresses.

SECTION 5

PROJECT MANAGEMENT AND APPROACH

SECTION 5 – PROJECT MANAGEMENT AND APPROACH

OVERALL APPROACH

As the prime party to this response, Ferguson has thoroughly reviewed the requirements of the RFP and is confident that you will find Ferguson skillfully qualified to suit the City of Shorewood's (City) needs. We understand the City's vision and goals for a compatible manufacturer to an industry proven AMR solution. Based on the requirements set forth within the RFP, our proposal is based on Neptune's R900i® Solution for the City's **Water Meter Replacement Project**.

The outcomes from this project are related to helping the City of Shorewood (City) achieve the following business goals that are important to the City and the community at large.

This includes:

- ✓ **Labor Cost Savings** – Reduce manual meter reading costs and reduce the need to review and/or perform field visits to re-read meters in support of billing. Reduction of field visits.
- ✓ **Operational Savings** – Reduction in truck rolls and associated equipment costs associated with reading and efficiency.
- ✓ **Revenue Protection** – Accurate meter registration through meter replacement.
- ✓ **Increased Billing Accuracy** – Improved meter reading accuracy in support of billing and a reduction in the need for estimated bills.
- ✓ **Improved Customer Service** – Timelier and more granular data available to address customer's questions and help customers better understand, monitor, and manage their water usage.
- ✓ **Enhanced High Usage Detection** – Accurate and real time alerts to help customers investigate high usage and address them sooner, increasing customer safety and minimizing leakage costs.

PROJECT METHODOLOGY

When executing a successful turn-key water meter replacement program, selecting the right product and system is only half of the equation. Consider the monumental task of entering every home and business within the City to replace each water meter.

Now consider the logistics required to schedule, coordinate, and execute the installation process in a safe, timely and professional manner. Any successful meter replacement project requires a great deal of care and attention to detail, but a project of this size and scope will demand a level of excellence only an experienced and proven partner can provide.

This level of expertise has made Ferguson a successful metering partner throughout the State of Minnesota and across the country. Within the following section, we will define our proposed project implementation timeline, scope of work, and procedures.



Ferguson and Neptune are responsible for providing services that support the following requirements:

- **Integration** – Ferguson will work with Neptune and the City to build and demonstrate worth of files:
 - CIS Download file
 - Meter Swap File
 - Billing Request File
 - Billing Response File
- **Installation** – Assist with training & mitigation with subcontractor.
- **Training** – Ensure that Training covers all aspects of the system.
 - **Basic Overall Training** – Overview of Neptune® 360™ data management software.
 - **Customer Service Training** – Successfully navigate Neptune® 360™ and communicate the customer accounts.
 - **Billing Training** – Successfully import billing request file & export billing response file including readings on specified area.
 - **Field Mitigation Training** –
 - Mitigation of a meter not responding
 - Reading of a meter
 - Installation or swap of a meter
 - **Suggested SOP items**

Preconstruction Activity – Regardless of the installation option selected, preconstruction activity will take approximately 2-3 months. Following final negotiation and award of the contract, we will begin to work with the project’s key stakeholders to lay the groundwork for a successful deployment. **During this timeframe, we will complete the following tasks:**

1. **Preconstruction Project Discussion** – A thorough review of processes and procedures for the project with key stakeholders. We will define roles and responsibilities within the team and create a clear chain of communication between all parties. This will establish the foundation for a successful project.
2. **System Data Collection** – We will collect all relevant meter and account information from the City's billing provider to build the installation and scheduling database. We will scrub this data thoroughly to ensure we have an accurate baseline data set. This data will be used to establish our installation work order management, scheduling database, and data quality control mechanisms.
3. **Billing System Compatibility** – This process will entail developing data transfer files between multiple software platforms to pass data to and from the billing provider. Our implementation team is fully competent in understanding and navigating all meter processes within the billing provider and will support the City throughout the implementation and over the life of this system. With other vendors, establishing and maintaining billing system compatibility and support for all software platforms will be a challenge.
4. **Community Engagement Program defined in conjunction with the City's Community Relations Team** – This will include an omnichannel customer communication approach to leverage the City's website, social media presence, television broadcast, and in-person communication avenues. We will work with the City to craft detailed Q&A documents explaining the process, technology, and benefits to the City's constituents. Ultimately, we will be a resource at the City's disposal to ensure that your residents are aware of the project.
5. **Print Materials Developed and Approved** – This will include the initial scheduling notice, second attempt door hangers, final attempt door hangers, non-responsive notices, and customer sign-off notices. These documents will be submitted for approval to the City prior to any printing being completed.
6. **Project Logistics defined** – Including product staging, waste disposal plan, production plan to align with billing cycles.
7. **First Material Delivered** – The first shipment of product will be organized and staged. Serial numbers of meters and MIU (R900i® endpoints) ID's will be entered into the installation database for quality control.
8. **Installer and Project Management Security Procedures** – Background checks will be completed for all field personnel. We will work with the City to ensure subcontractors are equipped with the proper identification equipment (specifically if the City desires to provide a "City of Shorewood" Approved Contractor" badge) subcontractor's will be equipped with Proposed subcontractor's logoed vests, shirts, and vehicle markers.

We can also provide the police department with the names and pictures of each subcontractor, as well as identifying the areas of the City they will be working in, so they are aware of the project. This process will occur immediately as installers are added or depart from the project.
9. **Initial Scheduling** – Notices are sent, and the initial scheduling period begins roughly 3-4 weeks prior to installation kick off.
10. **Preconstruction Final Walkthrough** – This occurs the week prior to installation beginning and the installation team is present to walk through project procedures. During this walkthrough, all safety protocols will be reviewed in depth, including our additional Covid-19 procedures.

SUMMARY OF KEY DOCUMENT DELIVERABLES

This list summarizes all PROJECT key document deliverables that require a Sign-Off by the City's designated Project Manager.

REQUIREMENTS

1.	These key deliverables require sign-off within ten (10) business days after agreement by both parties on the content within the document. Failure to adhere in this timeframe will be considered deliverable acceptance.
2.	Modifications or updates to the deliverables previously accepted by the City and Ferguson / Neptune will be handled through the Change Control Process in this SOW.

DELIVERABLES

These documents will be submitted to the City of Shorewood (City) and the Project Team for review and acceptance, then managed as project control documents.

#	Deliverable	Description
1.	Project Schedule	The approved schedule with activities for the project.
2.	Project Completion Form/Close-out Document	A list of all the completion criteria is used as a checklist to validate the project is officially completed.

SECTION 6

SCOPE OF WORK AND INSTALLATION PROCEDURES

SECTION 6 – SCOPE OF WORK AND INSTALLATION PROCEDURES

COMMUNICATION AND COORDINATION WITH THE CITY

Ferguson and our partners want to ensure clear lines of communication throughout the entire project with the City of Shorewood (City). Ferguson prides on providing communication channels across all positions and partnerships to ensure that everyone from Ferguson, proposed subcontractors, our manufacturer, Neptune Technology Group (Neptune), and the City personnel, understands the responsibilities, timeline, scope of work, network performance etc. to timely complete the project in an efficient and effective manner. Ferguson will conduct checkpoint meetings and weekly updates to enhance our communication with all levels of the project.

PROJECT SPECIFIC QUALITY ASSURANCE

Ferguson has outlined a few key components that will greatly enhance the success of the project.

1. Maintaining clear lines of communication day to day throughout the project.
2. Ferguson Project Managers to clearly define responsibility (primary and support) for key activities in the AMR project.
3. Leading as the liaison between the prime (Ferguson), City personnel, approved subcontractors, and manufacturing partner (Neptune).
4. Addressing any issues or concerns right as they occur.
5. Testing the network performance and meters at every stage of the project. Ferguson plans to ensure that the City is satisfied with all functional requirements, before advancing to each successive phase.
6. A final systems acceptance will occur to ensure the system performs to acceptable levels during project Close Out and transfer to support.
7. Providing customer service and support throughout the entirety of our partnership.

PROJECT MANAGER RESPONSIBILITIES

Ferguson's proactive approach to project management is unique. We have created a team of talented individuals dedicated to executing each phase of a successful project. As the primary point of contact for the project, the Project Manager (PM) will be the direct line of communication from the City to the project team members and will be responsible for maintaining a healthy relationship by scheduling project meetings, circulating internal/external reference documents containing important actions items and roles/responsibilities of the team. The Lead Project Manager (PM) is responsible for the overall planning and execution of the project, in addition to business planning, customer interface, subcontracts, network deployment, optimization, systems acceptance testing, and customer acceptance.

The PM will coordinate the activities of Neptune, any subcontractors, and the customer personnel assigned to the project. This position will help develop and adhere to cost, quality, and schedule parameters. The PM will support the Ferguson team and the subcontractors during deployment.

Additionally, the PM will support calls, making sure inventory is available, and operate the billing integration process, installation process, support communication, and additional items needed for project success. Further, the PM will schedule and conduct periodic reviews and will impose scheduled maintenance and operational tests to ensure system performance. Lastly, the PM will develop topics for and conduct routine meetings with the customer, hold project reviews with corporate headquarters, and hold special meetings, as necessary. Being responsible for the overall project, the PM is very focused on meeting timelines and addressing the customer voice.

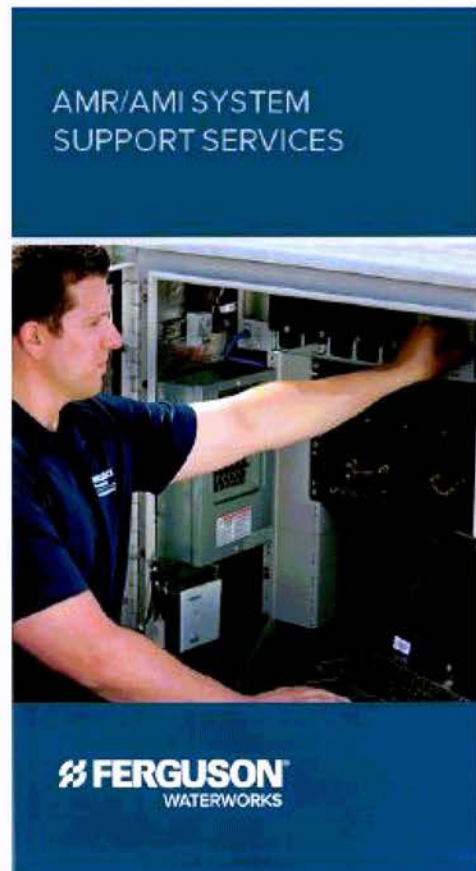
COMMUNICATION PLAN

Ferguson has assisted other utility partners with support that can include an omnichannel customer communication approach to leverage the City's website and in-person communication avenues. We can work with City of Shorewood (City) to craft detailed Q&A documents explaining the process, technology, and benefits to the City's constituents. Ultimately, we will be a resource at the City's disposal to ensure that your residents are aware of the project.

As a company, we have a passion for quality of service and accuracy. From day one, we begin training, implement quality control measures, create checks and balances as it relates to how we monitor the progress of a deployment, and provide support throughout the process. These are some of the ways the Ferguson structure of communication serves as a successful platform in launching a successful project. We also believe the continued training for a smart metering system will benefit the City and Ferguson as well as sustained communication within project teams using cloud-based software.

A partnership with Ferguson means more than just integration and implementation of an AMR system. We truly value our commitment to our customers and strongly believe this is what separates us from our competition. Ferguson has a dedicated Meter and Automation Group to provide multi-level service and support post implementation. Ferguson's team includes:

- Local AMR/AMI Specialists
- Local Neptune Systems Specialist
- Local Municipal Specialist
- Local Ferguson Branches
- Remote Neptune Systems Specialists
- Ferguson/Neptune Call Center
- Zoho remote helpdesk



Internal – (Project team meeting format/frequency, roles/responsibilities/contact information, project dashboard in Zoho Projects, Microsoft Project® deployment schedule, managing project documents, etc.)

- **Ferguson Integration/Support Team:** For technical assistance with your Neptune Meter Reading Software or Equipment, please contact the Ferguson/Neptune Support department:
Phone: (248) 397-9083
Email: neptune@ferguson.zohodesk.com
Hours: 8:00am-8:00pm Monday-Friday

External – Public Outreach Plan for the customers of City of Shorewood (City). Ferguson will assist in outreach measures such as providing content for a dedicated informational project web page on www.CityofShorewood.com, design of a branded door hanger and/or postcard mailer, participation in a Town Hall meeting or customer-facing video conference, etc.

- **Neptune Technical Support:** For further technical support, Neptune provides the following:
Phone: +1 (800)-647-4832
Email: support@neptunetg.com
Hours: Monday-Friday from 7:00am-5:00pm Central Time, excluding corporate holidays.

INSTALLATION PROCEDURES

Ferguson will have our proposed meter installation subcontracting partner fully mobilize and begin executing on our plans related to public outreach, standard meter installation practices, inventory control, scheduling and dealing with field install issues, and customer inquiries. A pre-deployment meeting will review details specific to meter installation such as planned install areas over the next few days/weeks, quality review, exception review, and status of route saturation/turnover that the City of Shorewood (City) can accommodate.



Ferguson's Meter and Automation group has utilized an approved and highly vetted subcontractor's list, evaluating an installation firm's hiring practices, training program, safety program, work order management system (WOMS), inventory management system, and project references. Upon further discussions with the City, Ferguson will select a meter installation partner that will best fit the scope of this project and meet the goals and requirements related to installation services. All approved Installation partners will comply with the scope of work generated by Ferguson and the City, and they will adhere to the meter manufacturer's installation specifications, and all other applicable local, state, and federal codes/regulations. Ferguson will work with the City to establish procedures for how the subcontractors will engage with your customers and carry out the work.

SCOPE OF WORK

Installation Service of a new Neptune Water Meter R900I® covers a standard installation meeting the following conditions:

Meter installation will include standard meter installation. A standard meter installation is recognized as one which involves the replacement of an existing meter meeting the following conditions:

- 1) Meters will be located inside homes or businesses with adequate access, or if access is restricted, Contractor will be able to obtain access from the property owner within one week of request during normal business hours;
- 2) Meter access will not subject Contractor's employees to dangerous or unsafe working conditions;
- 3) Contractor will not be required to move customer's belongings;
- 4) Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions or existing connections not in conformity to current building codes;
- 5) All accounts have existing water meters and they are on setters or equipped with standard meter connections that can be reused during meter installation;
- 6) Meter exchanges are like-for-like, same lay length and no plumbing is required;
- 7) No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removal and replacement of asphalt, tree roots;
- 8) Confined Space entry is not required.
- 9) Valves are in good working condition.
- 10) Contractor will mail up to three (3) unique notifications to each property owner. If, after the 3rd notification, the customer has failed to schedule a meter replacement appointment, the account will be turned back to the City, so that, within one week's time, the City can perform a water shutoff for non-compliance. If the Contractor is still not able to gain access to the meter within a week of turning the account back to the City, the Contractor is relieved of any further work and the City assumes full responsibility for completing the meter replacement.
- 11) Contractor will create and deploy a website specifically for the water meter change-out customers. This web page will incorporate a scheduling link, FAQs, and installer pictures.
- 12) Contractor will provide a Call Center and a Toll-Free number that customers can call to schedule installation appointments, to ask questions concerning the project, or to report problems concerning installations. The Call Center incorporates an automatic call distribution system capable of receiving and queuing calls, routing calls to waiting agents, and collection and reporting of data on call volumes, waiting times, and duration of the call. The contractor will also offer an online scheduling feature which is very convenient to residents.
- 13) Installation Schedule to be followed:
 - Week 1, 1st mailed Notification
 - Week 2, 2nd mailed Notification
 - Week 3, 3rd mailed Notification before Installation team arrives and installations start

- Week 4, Installations & List of Non-Scheduled Accounts turned over to Ferguson and City, and posted for 24 Hour shut-off by City.
- Week 5, Installations & List of Non-Scheduled Accounts- water termination by City, punch list items/Project Completion.

14) Contractor will use its proprietary inventory management system to provide 100% accountability of assigned meters at all times

15) Contractor will supply an automated installation information management process, so no information has to be captured or entered manually. This will include an automatic file being generated for upload back into the Utility Billing Software. (Note: All charges for the Utility Billing Company to accept an automated file are the City's responsibility.) All up-to-date meter change-out information, along with live installer tracking, is available to City staff via a secure website.

16) Contractor has performed background checks for all staff that will work on the project.

17) The contractor's management team will be responsible for all work orders. Each work order will include, at a minimum: customer address, account number, existing meter number, meter size, geo-positioning, new MIU ID number, and new meter number.

18) Contractor will capture GPS positioning at the front door of the property or in close proximity to the meter, using geo-positioning software. All collected GPS data has the ability to link to the City's GIS and be provided in a shape file. The following information will be included in the geo-coded data:

- Water meter account number
- Address
- New Meter MIU/MXU numbers
- Other information can be discussed and negotiated.

19) Contractor will capture a minimum of eight (8) pictures of each install – Before Installation, After Installation, Serial Numbers, Final Meter Reading, Service Line Material, Positive Flow, and Activation Screen. The pictures will be labeled by account number and posted to an FTP Site for City retrieval.

20) Contractor strives to leave all installation sites in a clean and neat condition, equal to or better than the original condition of the site. An electronic customer signature is captured at each install to indicate the resident has accepted the installation.

21) Upon initial installation of the MIU, Contractor will verify that the radio is reading from the street and record it in the database for later review by City staff.

22) Should Contractor receive a call or complaint from a customer or the City regarding installation, Contractor will immediately log the call, including caller's name, address, account number if available, date and time of call, nature of problem, and the action taken. All complaints will be forwarded to the City's project liaison within 12 hours from the time of the complaint.

In the event Contractor determines that any potential meter/radio installation is not a standard meter/radio installation, the Contractor will immediately bring the matter to the attention of the Owner's representative who will inspect the condition and advise Contractor on how to proceed. If additional work is requested by Owner, such work will be completed at an agreed upon hourly rate plus materials. In the event such additional work requires a license not required for a standard meter installation, then the Owner will be responsible for engaging the services of a contractor to perform such work prior to Contractor proceeding with the meter installation.

INSTALLATION RESPONSIBILITIES

A) INSTALLATION PROJECT MANAGER RESPONSIBILITIES

The subcontractor's installation project manager is responsible for managing the day-to-day endpoint deployment process including safety management, quality control, personnel management, meter materials, inventory management, schedule management, and scope of work (SOW) adherence. The project manager working for our subcontractor will work on premise during the entire meter and endpoint deployment phase.

B) INVENTORY MANAGEMENT

The approved installation partner will establish its inventory control system in anticipation of receiving, managing, and reconciling allotments of meters and installation materials. Ferguson or the City depending on agreed arrangements, shall accept delivery of the inventory and make it accessible to our approved installation partner. Then they will pick, stage, and distribute meters and installation materials to the installation technicians. Inventory will be managed by Ferguson on behalf of the City and reconciled by way of completed work orders or documented inventory transfers.

C) DATA MANAGEMENT (WORK ORDER MANAGEMENT SYSTEM)

Ferguson will work closely with the City staff to initiate and develop project work plans such as the production schedule and the route release schedule. Work plans will be submitted for the City's review and approval and then integrated into the installation contractor's automated work order management system (WOMS).

The production schedule will be used to compare actual performance to planned performance. The route release schedule will be used to facilitate the release of work orders and customer communications and will be used to facilitate meter and installation material ordering managed by Ferguson. Ferguson will assign work orders based on the route release schedule, the geographic layout of the available routes, the number of installation technicians available, the City's meter reading schedules/blackout periods and the number of previously scheduled installation appointments.

Work orders will be organized the night before and dispatched to the field prior to the start of the workday. Ferguson will accept completed electronic work orders from the field daily. Data collected the previous day will be reviewed and scrubbed to ensure accuracy. Completed work orders will be sent to Ferguson and the City electronically at the appropriate time daily via a web portal that the installation partner hosts.



SECTION 7

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: certificates@willis.com																					
INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 751 Lakefront Commons Newport News, VA 23606	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td>ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Company of North America	43575	INSURER C:	ACE Fire Underwriters Insurance Company	20702	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	ACE Fire Underwriters Insurance Company	20702																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W28713448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HDO G47312097	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage		ISA H10707377	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	WLR C70312165	05/01/2023	05/01/2024 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers' Compensation & Employers Liability- AZ/CA/MA/ OR, Per Statute		WLR C70312128	05/01/2023	05/01/2024	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy WLR C70312165 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV
SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 751 Lakefront Commons Newport News, VA 23606	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: RWC C70312244 EFF DATE: 05/01/2023 EXP DATE: 05/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)
AC Wholesalers	Ferguson Enterprises of Virginia, LLC
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (FEI)
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication, Inc.
ADL (effective 7/16/2018)	Ferguson Fire & Fabrication International
Airefco (effective 11/16/2022)	Ferguson Fire Design, LLC (effective 10/7/2022)
Alaska Pipe & Supply	Ferguson Heating & Cooling
Amerock, LLC (effective 1/11/2021)	Ferguson Hospitality Sales
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – Air Cold
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – EastWest Air
Andrews Lighting & Hardware Gallery	Ferguson HVAC – Lyon Conklin
The Ar-Jay Center	Ferguson Industrial (effective 3/15/2022)
Atlantic American Fire Equipment Company	Ferguson Integrated Services
Avallon Global	Ferguson International
BAC Appliance Center	Ferguson Panama, S.A.
Bath + Beyond	Ferguson Parts & Packaging
Bayport Partners, LLC	Ferguson Valve & Automation
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks
Brock-MeVey (effective 7/30/2018)	Ferguson Waterworks - Municipal Pipe
Bruce-Rogers Company	Ferguson Waterworks - Red Hed
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks EPPCO
Cal-Steam	Ferguson Waterworks International
Canyon Pipe & Supply (effective 7/26/2021)	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Capital Distributing (effective 10/29/2018)	Galleria Bath & Kitchen Showplace
City Lights Design Showroom	Grand Junction Pipe (effective 9/24/2018)
CFP	HM Wallace, Inc.
Clawfoot Supply, LLC	Hot Water Products (effective 12/13/2021)
Cline Contract Sales	Hot Water Sales and Associates (effective 12/13/2021)
Columbia Pipe & Supply LLC (eff 3/13/2020)	H.P. Products Corporation
Custom Lighting & Hardware	HP Logistic, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Improvement Brands Holdings, Inc.
Davies Water	Industrial Hub of the Carolinas
DBS Holdings, Inc.	Innovative Soil Solutions LLC (effective 7/29/2019)
Dealemet	James Martin Signature Vanities, LLC (effective 1/28/2019)
Duhig Stainless (effective 3/12/2018)	J&G Products
Energy & Process Corporation	Jones Stephens Corp. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Factory Direct Appliance	J.D. Daddario Company
Ferguson Bath & Kitchen Gallery	Joseph G. Pollard Co.
Ferguson Bath, Kitchen & Lighting Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson.com	Karl's Appliances
Ferguson CESCO, Inc.	Kitchen Art (effective 2/4/2019)
Ferguson Direct	Lakeland Plumbing Supply, LLC
Ferguson CeSCO, Inc.	Lighting Design Center
Ferguson Enterprises, Inc.	Lighting Unlimited
Ferguson Enterprises, LLC	Lincoln Products
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	Louisiana Utilities Supply Company

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
Entity Name	Entity Name
LUSCO	Rybak Engineering (effective 7/26/2022)
Mahwah Realty, LLC	S.W. Anderson Sales Corporation (effective 11/11/2019)
Maskir Properties Inc.	Safe Step Walk in Tub (effective 11/1/2021)
Matera Paper Company, Inc.	Safe Step Walk in Tub, LLC (effective 7/31/2018)
Max Industries, Ltd. (effective 1/28/2019)	SG Supply Co.
McFarland Supply	Ship-Pac
Meyer Appliance (effective 9/20/2021)	Signature Hardware
MFP Design (effective 3/25/2020)	SimplyPlumbing, LLC
Michigan Meter	SOS Sales
Millennium Lighting, Inc. (effective 8/27/2018)	Southampton Realty Corp.
Minka Lighting, LLC (effective 7/25/2022)	Stock Loan Services, LLC
Mission Valley Pipe (effective 6/3/2019)	Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Mississippi Utility Supply Co. (MUSCO)	Supply.com
Moore Industrial Supply (effective 7/12/2021)	Tarpon Wholesale Supplies
Myers HVAC Supply	The Davidson Group
National Fire Products	The Kitchen Showcase (effective 6/21/2021)
New Jersey Plumbing Group, LLC	The Plumbing Source
New York Plumbing Designs, LLC	The Stock Market
North Point Plumbing Supply, LLC	Tinkar Realty, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)	TotalFab, LLC
Orange County Plumbing Group, LLC	TPW Kitchen & Bath
Palm Designs LLC	Triton Environmental (effective 6/27/2022)
PCS Industries	Uncle Sam Piping Solutions (effective 2/7/2022)
PL Sourcing	Wallwork (effective 12/10/2018)
Plumb Source	Wanlyn Realty Corp.
Plumbers Supply Company (effective 1/24/2022)	Waterworks Industries
Plumbing Décor	Webb Distributors
Plumbing Holdings Corp.	Western Air Supply
Pollardwater	Westfield Lighting
Powell Pipe & Supply Co.	Wholesale Group
Power Equipment Direct Inc.	Wholesale Group Operations, Inc.
Power Process Equipment (effective 12/5/2022)	Wolseley (Barbados) Ltd
Process Instruments & Controls, LLC (effective 9/9/2019)	Wolseley de Puerto Rico, Inc.
Professional's Bath Source	Wolseley Financial Services
PV Sullivan Supply	Wolseley Industrial Group
Ramapo Wholesalers	Wolseley Integrated de Mexico S.A. de C.V.
RB Huntington Realty, LLC	Wolseley Investments North America, Inc.
Rencor Controls (effective 3/16/2020)	Wolseley Investments, Inc.
Robertson Supply (effective 11/19/2018)	Wolseley NA Construction Services, LLC
Rocky Hollow Realty, LLC	Wolseley NA Finance, Inc.
Renwes Sales	Wolseley Staffing de Mexico S.A. de C.V.
Redlon & Johnson	WPCC Forwarding
Reese Kitchen, Bath & Lighting Gallery	Wright Plumbing Supply

SECTION 8

BRIAN ROLLINS PLUMBING LICENSE

FERGUSON ENTERPRISES LLC

Plumbing | Plumbing Contractor

ISSUED Expiration Date: 12/31/2023



 **PC765860**

Legal Business Name	FERGUSON ENTERPRISE...
DBA Name	FERGUSON WATERWORKS
Public Mailing Address	12500 JEFFERSON AVE
Unit/Apt/Suite	ATTN LEGAL
	NEWPORT NEWS, VA 23602



 **Responsible Individual**

Responsible Individual

BRIAN R ROLLINS

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

RESOLUTION 23-053

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

CITY PROJECT 21-09, Phase 2

WHEREAS, the City solicited quotes the installation of City purchased water meters;
and

WHEREAS, on May 16th, 2023, Midwest Testing declined to quote and a quote was
received from Ferguson Waterworks in the amount of \$59,585; and

WHEREAS, the Director of Public Works has examined said quote and found it to be in
order; and

NOW THEREFORE, BE IT RESOLVED,¹ by the City Council of the City of Shorewood,
to accept the quote by Ferguson Waterworks in the amount of \$59,585.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 22nd day of May,
2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Initiating Competitive Bond Sale

Meeting Date: May 22, 2023

Prepared By: Joe Rigdon, Finance Director

Reviewed By: Marc Nevinski, City Administrator

8A

MEETING
TYPE
REGULAR

Attachments: Letter from Shannon Sweeney of David Drown Associates;
Project & bond summaries; Resolution

Background: The City Council held a public hearing and approved a five-year Street Reconstruction Plan on May 11, 2020. A ten-year Capital Improvement plan was approved on December 14, 2020.

The first year of the Street Reconstruction Plan was in 2020, and bonds have been issued to finance various street and utility projects each year since. For 2023, estimated projects to be financed amount to \$5,632,125, including:

- Birch Bluff Road Street & Utility Improvements \$5,222,289
- Lift Station #11 Rehabilitation 409,836

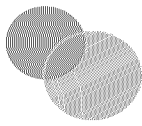
The 2023 bond issue is proposed at \$5,645,000. A cash contribution from the City's street reconstruction fund of \$178,755 is included.

Financial or Budget Considerations: Shannon Sweeney of David Drown Associates will be at the council meeting to go through the process with the council. The bond financing estimates are included at the end of his letter to the council.

Recommended Action: Staff recommends approval of a Resolution providing for the competitive negotiated sale of \$5,645,000 General Obligation Street Reconstruction and Utility Revenue Bonds, series 2023A.

Next Steps and Timeline: If the authorization of the bond sale process is approved on May 22, 2023, the awarding of the bond sale would be proposed for June 26, 2023. In the interim, staff will have a rating call with Standard & Poors, who will issue a bond rating in advance of the sale.

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.*

**DDA****David Drown Associates, Inc.**
Public Finance AdvisorsCologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

May 9, 2023

City of Shorewood
Attn: Marc Nevinski, City Administrator
Attn: Joe Rigdon, Finance Director
5755 Country Club Road
Shorewood, MN 55331**RE: 2023 Street & Utility Reconstruction Projects Financing**

Honorable Mayor, Council Members, Administrator Nevinski & Director Rigdon:

The City of Shorewood has previously adopted a 5-year Street Reconstruction Plan that includes projects from the 10-year Capital Improvement Plan. A number of those projects have been implemented since 2020 and were financed through the issuance of General Obligation Street Reconstruction and Utility Revenue Bonds issued by the City. Projects being constructed in 2023 include the following along with their estimated cost:

<u>Project:</u>	<u>Estimated Cost:</u>
Birch Bluff Road Street & Utility Improvements	\$5,222,288.68
<u>Lift Station #11 Rehabilitation</u>	<u>409,836.19</u>
Total Estimated Construction Cost:	\$5,632,124.87

If the Council determines that it is appropriate to initiate financing for the 2023 projects, our recommendations for the structure and sale of bonds would include the following:

2023 Project Costs	\$5,632,124.87
Underwriting	70,562.50
Finance & Legal	45,500.00
Rating Fee	18,500.00
Capitalized Interest	<u>63,898.35</u>
TOTAL PROJECT COST:	\$5,830,585.72

The funding sources to be utilized to finance project costs are summarized below:

General Obligation Bonds – Series 2023A	\$5,645,000.00
Cash Contribution (Street Ineligible)	178,755.18
Construction Fund Earnings	<u>6,830.54</u>
TOTAL FUNDING SOURCES:	\$5,830,585.72

Payment and Revenue Requirements:

The City of Shorewood will be required to pledge a tax levy (authorized in the Street Reconstruction Plan), water, storm sewer, and sanitary sewer system revenues for the repayment of this bond issue. Estimated revenues needed to service this bond issue are projected on the attached preliminary debt service schedule. Consistent with recent projects, we are proposing a 20-year term for project financing.

\$5,645,000 General Obligation Street Reconstruction & Utility Revenue Bonds – Series 2023A:

If the Council chooses to finance the projects as proposed, David Drown Associates, Inc. recommends the following:

- Approximately 20-year term on the project financing
- Bonds callable any time after 2/1/2030
- Sale of bonds utilizing a competitive sales process.
- We do recommend purchasing a Standard & Poor's Rating

Schedule and Issuance:

If determined to be appropriate to proceed, the proposed schedule would be as follows:

May 22, 2023
June 26, 2023
July 12, 2023

Authorize Sale Process
Award Sale of Bond Issue
Closing

Attached you will find a resolution initiating the bond sale process. We recommend that the City Council approve this resolution if it is determined to be appropriate to proceed with the project financing as proposed. Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shannon Sweeney".

Shannon Sweeney
David Drown Associates, Inc.

City of Shorewood, Minnesota

Preliminary

\$5,645,000
General Obligation Street Reconstruction & Utility Revenue Bonds, Series 2023A

Uses of Funds

Birch Bluff Street Reconstruction		3,419,835.44
Birch Bluff Utility Construction		1,802,453.24
Lift Station #11 Project		409,836.19
Total Project Costs		5,632,124.87
Underwriter's Discount Allowance	1.250%	70,562.50
Unused Underwriter's Discount Allowance		-
Fiscal Fee		27,000.00
Bond Counsel		15,000.00
Printing & Misc		2,000.00
Paying Agent		1,500.00
Rating Agency		18,500.00
Capitalized Interest		63,898.35
Accrued Interest		-
Rounding		-
		<u>5,830,585.72</u>

Sources of Funds

Bond Issue	5,645,000.00
Construction Fund Earnings	6,830.54
Cash Contribution for Ineligible Street Costs	178,755.18
	<u>5,830,585.72</u>

Bond Details

Set Sale Date	5/22/2023
Sale Date	6/26/2023
Dated Date	7/12/2023
Closing Date	7/12/2023
1st Interest Payment	2/1/2024
Proceeds spent by:	12/31/2024
	<i>to Dated Date</i>
Purchase Price	5,574,437.50
Net Interest Cost	2,550,810.41
Net Effective Rate	3.7208%
Average Coupon	3.6179%
Yield	TBD
Average Life	12.144
Call Option	2/1/2030
Purchaser	Preliminary
Bond Counsel	Taft
Pay Agent	U.S. Bank, N.A.
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	Full
Rebate	Subject to Rebate
Statutory Authority	M.S. 444 & 475

Payment Schedule & Cashflow

<i>Payment Schedule</i>					
12-Month	Interest		Payment	plus 5%	
Period ending	Principal	Rate	Interest	Total	Coverage
7/12/2023	-		-	-	
2/1/2024	-	0.00%	106,770.41	106,770.41	108,914
2/1/2025	205,000	2.90%	193,152.50	398,152.50	418,060
2/1/2026	215,000	2.85%	187,207.50	402,207.50	422,318
2/1/2027	220,000	2.80%	181,080.00	401,080.00	421,134
2/1/2028	225,000	2.80%	174,920.00	399,920.00	419,916
2/1/2029	235,000	2.80%	168,620.00	403,620.00	423,801
2/1/2030	240,000	2.85%	162,040.00	402,040.00	422,142
2/1/2031	245,000	3.00%	155,200.00	400,200.00	420,210
2/1/2032	250,000	3.05%	147,850.00	397,850.00	417,743
2/1/2033	260,000	3.10%	140,225.00	400,225.00	420,236
2/1/2034	265,000	3.25%	132,165.00	397,165.00	417,023
2/1/2035	275,000	3.40%	123,552.50	398,552.50	418,480
2/1/2036	285,000	3.55%	114,202.50	399,202.50	419,163
2/1/2037	300,000	3.65%	104,085.00	404,085.00	424,289
2/1/2038	310,000	3.70%	93,135.00	403,135.00	423,292
2/1/2039	320,000	3.75%	81,665.00	401,665.00	421,748
2/1/2040	335,000	3.85%	69,665.00	404,665.00	424,898
2/1/2041	345,000	3.85%	56,767.50	401,767.50	421,856
2/1/2042	360,000	3.90%	43,485.00	403,485.00	423,659
2/1/2043	370,000	3.90%	29,445.00	399,445.00	419,417
2/1/2044	385,000	3.90%	15,015.00	400,015.00	420,016
	5,645,000		2,480,247.91	8,125,247.91	8,528,315

<i>Pledged Revenues</i>					<i>Account Balances</i>	
Collection	Tax	Water	Sanitary Sewer	Storm Sewer	Surplus	Account
Year	Levy	Revenues	Revenues	Revenues	(deficit)	Balance
				Capitalized & accrued interest >		63,898
2023	-	18,006	13,955	13,055	(63,898)	-
2024	252,625	66,174	51,285	47,976	-	-
2025	254,069	67,300	52,157	48,792	-	-
2026	250,178	68,382	52,996	49,577	-	-
2027	251,606	67,324	52,176	48,810	-	-
2028	252,887	68,366	52,983	49,565	-	-
2029	254,021	67,248	52,117	48,755	-	-
2030	254,932	66,111	51,236	47,931	-	-
2031	250,207	67,014	51,936	48,585	-	-
2032	250,653	67,833	52,571	49,179	-	-
2033	250,858	66,466	51,511	48,188	-	-
2034	250,648	67,133	52,028	48,671	-	-
2035	250,008	67,662	52,438	49,055	-	-
2036	254,171	68,047	52,737	49,334	-	-
2037	252,522	68,308	52,939	49,523	-	-
2038	250,585	68,465	53,061	49,637	-	-
2039	253,604	68,518	53,101	49,675	-	-
2040	250,769	68,435	53,037	49,615	-	-
2041	252,982	68,271	52,910	49,496	-	-
2042	249,428	67,996	52,697	49,297	-	-
2043	250,919	67,639	52,420	49,038	-	-
	5,037,672	1,370,698	1,062,291	993,756		-

David Drown Associates, Inc.

Cash Flow ~ Prelim

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

RESOLUTION NO. 23-054

**PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$5,645,000 GENERAL OBLIGATION STREET RECONSTRUCTION AND UTILITY REVENUE
BONDS, SERIES 2023A**

WHEREAS, the City Council of the City of Shorewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$5,645,000 General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2023A (the "Bonds") to provide financing for the 2023 Street Reconstruction and Utility Projects as outlined in the City's 10-year Capital Improvement Plan and 5-year Street Reconstruction Plan;

WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted this 22nd day of May, 2023.

Attest:

Mayor Jennifer Labadie

Sandie Thone, City Clerk

EXHIBIT A

TERMS OF OFFERING

City of Shorewood, Minnesota

\$5,645,000

General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2023A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Monday, June 26, 2023 at 12:00 noon, Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 A.M., Central Time on June 26, 2023. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 A.M., Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Shorewood nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated July 12, 2023, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 205,000	2035	\$ 275,000
2026	215,000	2036	285,000
2027	220,000	2037	300,000
2028	225,000	2038	310,000
2029	235,000	2039	320,000
2030	240,000	2040	335,000
2031	245,000	2041	345,000
2032	250,000	2042	360,000
2033	260,000	2043	370,000
2034	265,000	2044	385,000

MATURITY ADJUSTMENTS

The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name U.S. Bank Trust Company, National Association., Minneapolis, MN, as registrar for the Bonds. U.S. Bank Trust Company, National Association shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2030 and on any day thereafter, to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The City will also pledge revenues from the City water, sanitary sewer and storm sewer utilities. The proceeds will be used to finance the 2023 Street Reconstruction and Utility Projects as outlined in the City's 10-year Capital Improvement Plan and 5-year Street Reconstruction Plan.

TYPE OF PROPOSALS

Proposals shall be for not less than \$5,574,437.50 (98.75%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$112,900 by 3:00 P.M., Central Time on the date of sale. If the

good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The proposals will be evaluated on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the City determines to have failed to comply with the terms herein.

ISSUE PRICE DETERMINATION

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by David Drown Associates, Inc.

The City intends that the sale of the Bonds pursuant to this Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- ii. all bidders shall have an equal opportunity to submit a bid;
- iii. the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- iv. the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest net interest cost, as set forth in this Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if

a “substantial amount” (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a no-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide, or cause to be provided annual financial information, including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5). A description of the City's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and

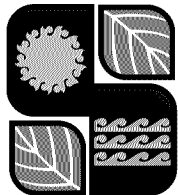
telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 25 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 22, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Marc Nevinski
City Administrator



City of Shorewood

Item
8B

City Council Meeting Item

Title/Subject: Approve Contract with DDA Human Resources, Inc. for Compensation Study
Meeting Date: May 22, 2023
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Sandie Thone, City Clerk/Human Resources Director
Attachments: Professional Services Contract and Proposal

Background

At the retreat in February, the Council discussed completing a full compensation study to ensure the City's compensation structure is competitive in the current market. Council asked staff to look at the City of Minnetrista's recent market study and report back in a work session before considering issuing a request for proposals. However, due to time limitations for work sessions, the discussion that occurred at the retreat, and the desire to collect data in preparation for the 2024 budget, staff has opted to place this matter on a regular Council meeting agenda.

Staff reached out to three firms to obtain quotes to complete a compensation study for the City. Two proposals were received. Staff recommends entering into a contract with DDA Human Resources, Inc. based on price, in-person availability, and the flexibility in the scope of work, which is proposed to include the following components:

- *Market Analysis* – collection of data from comparable organizations with similar positions.
- *Pay Grid Calibration* – review current structure and recommend adjustments or a replacement of the current grid.

This level of information will help the Council establish its pay philosophy relative to the market, help avoid wage compression, and ensure compliance with State pay equity requirements. Shorewood will be benchmarked against similar communities, and final recommendations, including policies and guidelines will be presented to the Council.

The scope of work proposed to be included in the contract does not include more in-depth work such as position analysis questionnaires (PAQs), job description re-writes, or budgetary implementation scenarios. Nor does the proposal include annual on-going maintenance. However, these services are available from DDA if needed or desired as either a lump sum fee or hourly service following completion of the initial components.

Tessia Melvin from DDA Human Resources, Inc. will be available at the meeting for questions.

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

Financial Considerations

The cost for the market analysis (\$5150) and pay grid calibration (\$2500) is \$7650. This work is unbudgeted and would be funded from reserves.

Action Requested

Motion to approve the attached contract with DDA Human Resources, Inc. to complete a compensation study. A simple majority vote is required.

PROFESSIONAL SERVICES AGREEMENT FOR Classification and Compensation Services

THIS AGREEMENT is made this May 22, 2023 ("Effective Date") by and between DDA Human Resources, Inc. a Minnesota limited liability company with its principal office located at 3620 Northhome Avenue, Wayzata, MN 55391 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

- A. Consultant is engaged in the business of providing professional classification and compensation analysis services.
- B. The City desires to hire Contractor to complete a compensation market analysis and pay structure calibration, and if needed, additional services relating to implementation and support.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

AGREEMENT

- 1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A** (the "Services"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
- 2. **Time for Completion.** The Services shall be completed on or before August 31, 2023, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor's statements are submitted.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

- B. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- C. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- D. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Consultant shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

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

- A. 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 additional insured.
- B. 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.
- C. 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 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 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.

- D. Professional (Errors and Omissions) Liability Insurance. [Only required for professional services provided by accountants, attorneys, engineers, etc.] The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. The Contractor 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 Contractor 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 Contractor to fulfill this requirement.

11. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

12. **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.

13. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

14. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Consultant, and supersedes any other written or oral agreements between the City and Consultant. This Agreement may only be modified in a writing signed by the City and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.

15. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Consultant shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

18. **Agreement Not Exclusive.** The City retains the right to hire other professional consultant service providers for this or other matters, in the City's sole discretion.

19. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

20. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate

termination of this Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

21. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is the City Administrator of the City, or designee. Consultant's authorized agent for purposes of administration of this contract is Tessia Melvin, or designee who shall perform or supervise the performance of all Services.

22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant

DDA Human Resources, Inc.
Tessia Melvin
3620 Northhome Avenue
Wayzata, MN 55391
Tessia@daviddrown.com

The City

Marc Nevinski, City Administrator
5755 Country Club Road
Shorewood, MN 55331
mnevinski@gmail.com
952-960-7905

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

30. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute

one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

31. **Recitals.** The City and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

DDA Human Resources, Inc.

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

Proposal to the City of Shorewood from DDA Human Resources, Inc. dated February 22, 2023

Options 1 and 2 outlined in proposal, with additional services as described within the proposal if needed.

CITY OF SHOREWOOD

Classification and Compensation Services Proposal
Submitted by DDA Human Resources, Inc.



DDA

Human Resources, Inc.

a David Drown Associates Company

Wayzata Office:
3620 Northome Avenue
Wayzata, MN 55391
612-920-3320 xtn 103

February 22, 2023

Sandie Thone, City Clerk and HR Director
City of Shorewood

RE: Proposal for Job Classification and Compensation Services

Dear Ms. Thone:

We are pleased to be invited to submit a proposal to complete classification and compensation services for the City of Shorewood. In the pages that follow, we have briefly provided information about DDA Human Resources, our staff credentials and experience, a detailed description of services to be provided and various levels of project scope. We have included cost for each option for 20 positions as follows:

- Option 1: Market Analysis: \$5,150
- Option 2: Market Analysis with Pay Grid Calibration: \$7,650
- Option 3: Market Analysis, Pay Grid Calibration and Budget Implementation: \$10,100
- Option 4: Ongoing Maintenance: \$4,200 annually
- Option 5: Full Classification and Compensation Study: \$12,650

Three major factors distinguish DDA Human Resources from other providers:

- All our employees come with years of public sector experience. We specialize in government, and we know first-hand the challenges of managing public sector compensation. This helps us deliver practical, workable solutions.
- We believe that classification and compensation can and should be managed as a practical, common-sense process – not as some theoretical or statistical exercise in regression analysis. We will help you design a compensation system that is technically solid and one you understand. We measure our effectiveness as a consulting firm not by studies completed, but by studies that are **actually implemented**.
- We think a compensation should be actively managed as an ongoing program – not neglected and then fixed with a major compensation study like this. With proper on-going maintenance support, major disruptive and expensive compensation studies are unnecessary. We are pioneers in providing ongoing maintenance solutions.

Our firm's goal is to be known as the best human resources consultant in Minnesota. There is only one way to get there – by delivering exceptional service. We will do our very best to earn your trust, your respect, and your future business.

Sincerely,

Tessia Melvin

Dr. Tessia Melvin, Management

CONTENTS OF THIS PROPOSAL

- Our Firm and Qualifications
- Our Service Team
- References
- Our Philosophy for Classification Studies
- Proposed Services
- Fees
- Our clients

OUR FIRM & QUALIFICATIONS

Our parent company, David Drown Associates, Inc. has provided consulting services to over 450 units of government across Minnesota since 1997. Over these years, DDA staff has gotten to know government well and we continually strive to keep our services practical, useful, and up to date. Our history and corporate culture have grown from an honest desire to serve public sector clients in a practical and common-sense manner. We are not your ordinary consultant, we are:



DDA Human Resources, Inc. was formed in 2013 to provide human resource support services exclusively to governmental clients in Minnesota. We currently offer services for executive recruitment, organizational design, and staff an HR Technical Assistance Program for the Association of MN Counties which provides technical advice and assistance to the HR staff of all the State's 87 counties. Since activating our compensation section in 2016, we have worked with clients as small as 4 employees to as large as 1,500 employees. Our completed studies include:



OUR SERVICE TEAM

DDAHR maintains a staff of 10 individuals. We also maintain relationships with several independent consultants in key specialty areas. Here is the Team we have assembled for your project:

Dr. Tessia Melvin –Department Head

Tessia heads the compensation and classification (C&C) services area of DDAHR. Over the past six years, Tessia has served as lead analyst on over 65 separate C&C engagements with Minnesota communities. She brings to the position nearly 13 years of diverse service to city and county government. As a City Administrator in Maple Plain, Minnesota, Tessia drafted five-year budgets, capital improvement plans, infrastructure improvement plans, and led strategic planning program. Working in Dakota County, Minnesota, Tessia provided leadership training, managed their performance management system, and worked with compensation and benefits. Dedicated to local governments and continued learning, Tessia earned her doctorate in Public Administration.



Mark Goldberg, MA-HRR – Principal Consultant

Mark Goldberg is a Principal Consultant with the firm. Mark's experience is broad and deep. He has held a variety of compensation leadership positions in media, high tech, manufacturing, local government organizations and the University of Minnesota. In addition, Mr. Goldberg has over 6 years of experience consulting with major public sector organizations around the country with a focus on project in Minnesota such as Koochiching County, the city of Red Wing and the City of Aitkin. He has a master's degree in Industrial and Labor Relations from Cornell University and a bachelor's degree in Human Resource Administration from Muhlenberg College.



David Drown – Technical Support

David is the founder and owner of DDA. David will lend his technical and statistical expertise to the team to manage the collection and analysis of market data, help calibrate your compensation plan, and calculate budget impacts. David received his undergraduate degree in civil engineering and served in local government as a registered civil engineer early in his career. He also holds an MBA in finance from the Carlson School of Management and has served as a finance and economic development consultant to numerous cities and counties across the State.

Kelly Jones – Technical Support

Kelly received his Bachelor of Arts degree in Psychology and his Master of Science degree in Industrial and Organizational Psychology from Saint Cloud State University in Saint Cloud, Minnesota. Prior to entering the field of compensation, he served as a project coordinator and talent management specialist for Sleep Number and Robert Half. Kelly has spent the last 3 years as a technical analyst and compensation consultant, while assisting dozens of Cities and Counties across the United States with their compensation and classification needs. His work will be primarily focused on data collection and analysis, while also assisting the DDA team with any ongoing project needs.

Tom Blakesley – Technical Support

Tom is the newest member of the DDA team. Prior to joining DDA, Tom worked extensively in

client/customer relations. He also brings experience in working with and analyzing business data in the private sector. He will be primarily working on data collection and analysis and providing a great deal of the initial groundwork and research for classification and compensation studies.

SUPPORTING TEAM MEMBERS (*OUR BENCH*)

Melanie Ault

Melanie Ault brings to DDAHR over 20 years of experience leading Minnesota county human resources and labor relations operations with additional experience at the city, regional, and state levels. Melanie joined DDAHR in 2017, after serving as Washington County's HR Director. You might recognize her by her passion for examining pending legislation and its ramifications for the public sector. Melanie holds BA, MAPA, and JD degrees, with further education in public administration. She is an avid supporter of professional organizations, serving on the state and national levels. She loves making new connections and looks forward to helping you find answers and ideas. Melanie is one of our AMC Human Resources Technical Assistance Program staff.

George Gmach

George has been doing classification and compensation study work in Minnesota for 30 years. He worked with the Stanton Group for 12+ years with management responsibility for salary and benefit surveys and compensation consulting. His experience has crossed multiple industries and included private, non-private and public sectors. George also worked at Employers Association and its successor for 16 years. During his career, he has designed and conducted several hundred compensation and benefit surveys and has implemented multiple compensation programs in large and small organizations across all sectors. He designed and modified job evaluation systems and implemented them in the public sector. He has worked with the Minnesota Pay Equity Statutes since their inception. In addition, he is a military veteran who served as a combat medic in Vietnam.

REFERENCES

Reference #1: City of Fridley, MN

Contact: Becca Hellegers, Employee Resources Manager, 763-572-3507,
Becca.Hellegers@FridleyMN.gov

Contract Dated: February 2020 – December 2020, they have entered an ongoing maintenance contract with us.

Scope of Services: *DDA was originally engaged to complete a market study only of wages paid to 97 position descriptions. The work plan was expanded to have us perform a full classification and compensation study for all positions, classifying all jobs and designing a new pay plan for the City.*

Reference #2: City of Golden Valley, MN

Contact: Kirsten Santelices, HR Director
763-593-3989
ksantelices@goldenvalleymn.gov

Contract Dated: January 2020 – completed December 2020, we continue to provide ongoing maintenance.

Scope of Services: *All job titles were reclassified using the JET evaluation system, and several employee challenges were reviewed and resolved. Market wage study revealed that the current pay plan wages averaged about 5% below the benchmark average. We developed a new pay plan with expanded steps, reviewed several approaches for implementation, and ultimately arrived at a plan that worked within the City's limited budget.*

Reference #3: Rochester, MN

Contact: Leena Murphy, Senior HR
507-328-2561
lmurphy@rochestermn.gov

Contract Dated: October 2021 for ongoing maintenance.

Scope of Services: *This is an example of a client engagement with a scope of services looking to maintain their current classification system. We learned a new classification system, their job positions and are able to maintain their pay philosophy, job descriptions and maintain competitive pay without having to complete an entire study.*

OUR PHILOSOPHY FOR COMPENSATION STUDIES

Government is in the service delivery business, and quality service requires quality employees. An effective compensation system will help you attract and keep talented employees. Likewise, an out-of-date or ill-conceived compensation system will produce turnover and hamper efforts to recruit quality replacements.

In the real world of limited resources, government is increasingly expected to do more with less. Accordingly, a community's pay philosophy must strike a reasonable balance between a desire to pay your good employees well to retain their good services, while at the same time controlling costs to keep faith with the taxpayers. Designing a pay system is not easy, every community is different, and a "one size fits all" approach seldom produces a good result. As we work with you to build the best compensation system for your community, we keep four very practical objectives in mind:

Compensation and Benefits	Internal Equity	Positive and Transparent	Customized
<ul style="list-style-type: none"> • Competitive to hire, retain, and motivate qualified employees 	<ul style="list-style-type: none"> • Satisfy MN Pay Equity Requirements 	<ul style="list-style-type: none"> • Be open and fair to employees, managers and unions 	<ul style="list-style-type: none"> • Establish a pay philosophy based on your organization

We approach compensation study work as a practical, common-sense process – not as some theoretical or statistical exercise in regression analysis. We collect information, analyze it, and communicate our findings in simple understandable ways. Our honest goal is to help you design a compensation system that is technically solid, is one you actually understand, and one that works better than what you have now. We measure our effectiveness as a consulting firm not by studies completed, but by studies that are **actually implemented**. We do this through customizing your competitive pay philosophy.

WE CUSTOMIZE YOUR COMPETITIVE PAY BY:

- Approved benchmarks
 - We will help create a list that matches your demographics, service level, tax capacity, employee numbers and other factors that fit your organization.
- Market results that illustrate where you are to the market.
- Determine a pay philosophy of where you want to be in relation to the market.
- Adjusting your pay structure
- Ongoing maintenance

Introduction and Project Orientation *(included in all options)*

PROPOSED SERVICES

- Project Initiation Meeting: Facilitated by DDA HR with applicable stakeholders as appropriate (1) to address current issues related to compensation, pay structure, policies, philosophies, and strategies, (2) to discuss the strengths and weaknesses of the current compensation system and (3) to identify possible barriers to implementing and maintaining change.
- Information Collection: Organization & salary material collected, including an employee roster, detailing key information (salary, job title, pay grade, etc.).
- Project Administration: Meeting with Project Team to develop and confirm detailed project schedule and review system history/materials.

- Define Communication Strategy: Partner with the City to design a communication strategy that combines best practices in the industry with practical applications and tools.
- Employee Orientation Sessions (optional): Conducted virtually, with one session recorded so any employee who is unable to attend can see the information presented.
- Job Description Review: We will undertake a general review of your existing job descriptions and recommend changes to assure compliance with ADA and other State and Federal Requirements

Rewrite Job Descriptions *(included with On-going Maintenance but we can do jobs as needed for \$150/each)*

- Review of Current System: DDA HR will review current job descriptions and provide any comments on any recommended changes.
- Position Analysis Questionnaire (PAQ)- DDA will work with you to design a PAQ that reflects your needs. This document is critical to the process as DDA will use it to create the job descriptions and to evaluate all positions.
- We will distribute a position analysis questionnaire (PAQ) to all employees and their supervisors, asking them to outline all the important requirements for and duties of the job.
- Based upon the information on the PAQs, the job description for each position will be updated or rewritten in standardized format developed with and approved by the Project Team.
- Employees and supervisors will be asked to review the new job descriptions, and we will guide a controlled process for employees to appeal the content of descriptions before they are finalized.
- Addition job descriptions may be added to provide for internal promotional opportunities, or jobs may be consolidated to make administration easier.
- Final job descriptions will be submitted for final approval by department heads, the Project Team and governing board.
- Job Description Appeal Process: Once jobs descriptions are completed, employees and supervisors will review. If changes are needed, they will complete a Job Description Appeal form.
- DDA will review appeals and work with Project Team and employees to create consistent results.

Job Evaluation *(included with full Class/Comp Study and On-going Maintenance or additional charge per position)*

Job classification is a series of decisions about how a position is valued within an organization. Each factor requires a decision as to how the job under consideration will be rated using levels that are increasingly complex and of great impact, frequency, or quantity. We look at the job rather than the employee. Jobs are evaluated as they exist, or as the management plan says that they should exist, to meet the needs of the organization.

- Review of Current System: DDA HR will review current job descriptions and provide any comments on any recommended changes.
- Job Evaluation: DDA HR will use the existing system to evaluate all jobs using the information gathered from the PDQs.

- Appeal of Assigned Grade: DDA HR will partner with the City to design a structure that aligns internally. However, we strongly recommend an appeal process should an employee feel that their position was assigned an incorrect grade. We will provide forms and a process for the City to use for these appeals with all appeal decisions reviewed by Council.
- Recommend Changes to Current System: DDA HR will conduct analysis of existing classifications and provide recommendations on any changes to current classification plan, to include recommendation of standard classification and titling conventions.
- Review Fair Labor Standards Act (FLSA) Designations: DDA HR will review exempt and non-exempt designations to ensure they are appropriate for classifications and make recommended changes, where appropriate.

Market Analysis *(included in all options)*

MN Data: DDA HR, in collaboration with the Project Team, will (1) confirm the labor market, (2) identify comparable organizations and gather data from various sources. We will utilize the data that we have collected from around the state, supplemented by additional survey sources to provide updated and accurate wage information. If we do not have data from a particular entity selected by the City/County, we will reach out to that organization and ask them to provide us with a current roster. We will work with the Project Team to select a group of benchmarks who you compete for talent, organizations that are similar to your services, and organizations that have similar factors including population, tax capacity, budget, number of employees and others as directed by the Project Team.

- We will collect detailed wage information on *all jobs* that you have in common with these communities – not just a selected list. We plan to utilize the wage survey data that is annually collected in the LMC/AMC wage data base, supplemented by other sources as needed to provide a meaningful set of comparison data. We will organize the results of this analysis using a series of graphs and charts that are designed to clearly show how your current pay ranges and wages compare to those of benchmark entities. This is the information needed to develop of a pay structure that balances both internal and external equity and assures compliance with State Pay Equity Compensation Standards.

Pay Grid Calibration *(Included in options 2, 3,4 and 5)*

- Data Analysis: DDA HR will perform the following activities on all data: (1) perform a competitive analysis, (2) conduct a diagnostic review of the current salary structures to identify opportunities for simplification and reduction in pay compression and (3) recommend updates to the existing pay structures or develop pay structures.
- We will provide recommendations and options for either an adjustment of your existing compensation plan, or a replacement plan that produces a better match with your compensation philosophy.
- We will fine tune the plan to establish fair and equitable compensation relationships within and outside the organization that are workable within a union and non-union environment.

- We will provide system testing to assure that any option proposed will comply with the State's pay equity standards and Federal requirements.

Predict Payroll Cost Implementation *(included in options 3, 4 and 5)*

- We will outline transition options and next steps/costs.
- We will evaluate the cost/budget implications of up to two (2) alternative implementation strategies that consider your current budget constraints. The objective of this work is to provide you with meaningful, employee-by-employee level information that is useful for your detailed budgeting use.
- We will prepare final documents for the plan, including presentation, policy, guidelines, and procedures for administration. Any written and computerized data and supporting information will be submitted as appropriate or requested.

Final Report *(Included in all options)*

- Draft Report and Communications Plan: DDA HR develops draft report and communications plan and discusses report elements with the Project Team
- Quality Assurance: DDA HR conducts quality assurance reviews and provides the draft report to the City for review and feedback.
- Final Report: DDA HR discusses consolidated feedback from the City and finalizes the report and communications plan.
- Guidelines and Policies: DDA HR provides the Project Team with compensation administrative guidelines and policies aligned with the updated/new system for review.
- Final Presentation: DDA HR presents study findings and recommendations to officials.

ONGOING MAINTENANCE

This exclusive DDA Human Resources, Inc. program is designed to eliminate the need for large classification and compensation study every 4 to 6 years. Services include everything needed to keep a freshly updated compensation plan perpetually current. We find that over half of larger communities who have completed a compensation study with DDAHR have opted to convert to this management approach. Our ongoing maintenance scope generally includes a three-year commitment and includes the following services:

- We review, update and reclassify as necessary 1/3 of job descriptions annually.
- We annually update a market analysis of wages with benchmark communities and suggestion

changes to pay plan as necessary to remain in tune with the market.

- For any new jobs or changed jobs, we will write and classify the position for placement in the compensation system.
- We will complete and submit a pay equity report every three years or when otherwise required.
- If desired, we will handle data input of wage data into the LMC/AMC salary system.

We will provide budget support by:

- Recommending an adjustment to your Pay Plan for the coming year based upon COLA and market factors.
- Preparing up to two (2) analysis of budget impacts of alternatives for wage adjustments.
- Making an annual presentation to the staff and/or selected group on the status of your compensation system.

PROPOSED FEE FOR SERVICES

Scope of Work	Full Study	Market Study	Market calibration	Ongoing Maintenance
General Project Setup and Administration	All			
Market Analysis	Included	Included	Market pricing for individual jobs with additional cost	Included
Review and Rewrite Job Descriptions	Individual job descriptions as needed with additional cost	Individual job descriptions as needed with additional cost	Individual job descriptions as needed with additional cost	Included (typically 1/3 each year)
Classify Job Descriptions	Included for all positions	Individual job positions as needed with additional cost	Individual job positions as needed with additional cost	Included (typically 1/3 each year)
Calibrate Pay Structure	Included	Structure recommendations only	Will assist with calibration	Included
Final Report	All			
Budget Implementation	Included	Will assist with calibration	2 costing options	Included
Total Cost	\$12,650	\$5,150	\$10,100	\$4,200/year

For clients who prefer to receive maintenance support in a less rigorous manner, we offer a full range of support services with standard pricing:

- | | |
|---|--|
| • Write or update a job description | \$225 per position. |
| • Classify a job description provided by client | \$175 per position. |
| • Market Wage Analysis | \$125 base fee plus \$175 per position |

Hourly rates:

- | | |
|---------------------|----------------|
| • Professional | \$250 per hour |
| • Technical Support | \$150 per hour |
| • Clerical | \$100 per hour |

OUR CLIENTS

80 City Classification and Compensation Study Clients

Aitkin	East Grand Forks	Howard Lake
Audubon	Eden Prairie	Kasson
Brainerd	Edina	Lake City
Breezy Point	Eyota	Lake Crystal
Brownton	Fairfax	Lake Elmo
Caledonia	Fridley	Lake Park
Cannon Falls	Gaylord	Lakefield
Canton	Glyndon	Lanesboro
Clarks Grove	Golden Valley	Lafayette
Cold Spring	Granite Falls	Lester Prairie
Crosby	Hanover	Little Canada
Deephaven	Harmony	Mahnomen
Detroit Lakes	Hawley	Mankato
Dundas	Henning	Mantorville

Maple Grove	Norwood Young America	St. Augusta
Mayer	Olivia	St. Paul Park
Medford	Paynesville	Staples
Medina	Pequot Lakes	Thief River Falls
Minneota	Pierz	Thomsen
Minnetonka	Pillager	Victoria
Minnetrista	Plymouth	Wabasha
Mora	Preston	Warroad
New Richland	Rochester	Watertown
New Ulm	Rockville	Waverly
Nisswa	Royalton	Willmar
North St. Paul	Sartell	Zumbrota
North Mankato	Spring Valley	

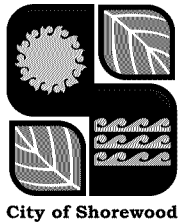
39 County Classification and Compensation Study Clients

Benton County	Goodhue County	Mower County
Big Stone County	Houston County	Murray County
Blue Earth County	Hubbard County	Olmsted County
Brown County	Itasca County	Polk County
Cass County	Jackson County	Rice County
Clay County	Kandiyohi County	Rock County
Cook County	Koochiching County	St. Louis County
Chippewa County	Lac Qui Parle County	Swift County
Dodge County	Le Sueur County	Wabasha County
Douglas County	Mahnomen County	Wadena County
Faribault County	Martin County	Waseca County
Fillmore County	Meeker County	Wilkin County
Freeborn County	Morrison County	Yellow Medicine County

31 Other Government Classification and Compensation Study Clients

Brainerd Utilities
 Brown County Soil and Water Conservation District
 Carnelian marine St. Croix Watershed District
 CJD Dakota County
 Cook County Soil and Water Conservation District
 Counties Providing Technology
 Crow Wing County Soil and Water Conservation District
 Detroit Lakes Utilities
 East Regional Development Commission
 Headwaters Regional Development Commission
 Metro I-Net
 Metro Cities Group
 MN County Attorney's Association
 MN Prairie County Alliance
 MN Multi Housing Authority
 Mower County Soil/Water Conservation District

Murray County Hospital
New Ulm Utilities
NW MN HRA
Pipestone HRA
Pope Douglas Solid Waste Management
Prairie Lakes Municipal Solid Waste Authority
Region 4 Mental Health
Rice and Steele 911 Center
Sourcewell
Southlake Minnetonka Police Department
Three Rivers Park District
Tri-Cap
Tri-County Community Corrections
Upper Valley Regional Development Center
Washington County Conservation District



City Council Meeting Item

Title/Subject: Accept Resignation of Councilmember Patrick Johnson and Declare a City Council Vacancy

Meeting Date: May 22, 2023

Prepared by: Marc Nevinski, City Administrator

Attachments: Resignation Letter
Resolution

Background

Councilmember Johnson has submitted his written resignation from the City Council effective May 17, 2023. The following summarized statutes provide guidance in accepting a resignation and establishing a vacancy. A proposed schedule to fill the vacancy is also provided below.

Minnesota Statutes 351.01 provides the following: 1) Resignations shall be made in writing by the resigning officer, and 2) a resignation is effective when it is received by the...board authorized to received it.

Minnesota Statutes 412.02, Subd 2a. Vacancy: A vacancy in an office should be filled by council appointment until an election is held. In the case of a tie vote, the mayor shall make the appointment. A special election is required if the vacancy occurs before the first day to file for candidacy for the next regular city election AND more than two years remain in the unexpired term. If a vacancy occurs after the first day to file for candidacy for the regular city election OR when less than two years remain in the unexpired term, a special election is not needed.

Councilmember Johnson's term expires in December of 2024; there are *less* than two years remaining in the term. Therefore, a special election is not required, and the Council should appoint someone to fill the vacancy. Staff proposes the following schedule to fill the vacancy, but Council should discuss if it wishes to establish a different process or schedule:

- | | |
|---|---------------------------|
| • Notice to Accept Applications to Fill Council Vacancy | May 23 – June 5 (14 Days) |
| • Review Applications/Interview Candidates | Week of June 12 |
| • Appointment at Regular Council Meeting | June 26 |

Financial Considerations

None

Action Requested

Motion to approve the attached resolution accepting the resignation of Councilmember Patrick Johnson and declaring a City Council vacancy. A simple majority vote is required.

May 17, 2023

City of Shorewood Staff, Council Members and Residents of Shorewood:

It pains me to write this letter as it has been a great source of pride and service that I have served as a planning commissioner and City Council for the past 7 plus years. I am proud of what Shorewood has accomplished and know that Shorewood has a good future ahead.

My ability to appropriately serve as a Council Member has been hampered by responsibilities outside of my publicly elected position and therefore it is only appropriate that I resign from the Council effective immediately. Thank you to the residents of Shorewood for allowing me to represent you and I look forward to future service opportunities either with a non-profit entity or as a commissioner when my schedule will allow me to adequately fulfill the duties of the role.

Sincerely,

Patrick Johnson

RESOLUTION 23-055

A RESOLUTION ACCEPTING RESIGNATION AND DECLARING A VACANCY ON THE CITY COUNCIL

WHEREAS, Shorewood City Council Member Patrick Johnson has submitted a letter of resignation effective May 17, 2023, leaving a vacancy in the office for a term expiring January 2, 2024; and

WHEREAS, it is necessary for the City Council to accept the resignation and declare a vacancy on the Council for the remainder of the unexpired term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood, Minnesota, does hereby accept the resignation of Patrick Johnson from the City Council and declares a vacancy for the office of Council Member effective May 22, 2023 for the remainder of the term that expires January 2, 2024.

Adopted this 22nd day of May, 2023.

Jennifer Labadie, Mayor

ATTEST

Sandie Thone, City Clerk