

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 11, 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____
Callies____
Maddy____
Sanschagrin____
Zerby____

- 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 August 28, 2023 Minutes
- B. City Council Regular Meeting Minutes of August 28, 2023 Minutes
- C. Approval of the Verified Claims List Claims List
- D. Approve Donation for 2023 Oktoberfest Parks/Rec Director Memo
Resolution 23-093

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the Council. Anyone wishing to address the Council should raise their hand, or if attending remotely please use the “raise hand” function on your screen and wait to be called on. Please make your comments from the podium and identify yourself by your first and last name and your address for the record. Please limit your comments to three

minutes. No discussion or action will be taken by the Council on this matter. If requested by the Council, City staff will prepare a report for the Council regarding the matter and place it on the next agenda.

4. REPORTS AND PRESENTATIONS

5. PARKS

- A. Approve Independent Recreation Contractor Agreement with Parks/Rec Director Memo
Bach to Rock
- B. Approve Independent Recreation Contractor Agreement with Parks/Rec Director Memo
Snapology

6. PLANNING

- A. Comprehensive Plan Amendment for Lake Park Villas Resolution 23-094
Location: 24250 Smithtown Road
Applicant: City of Shorewood

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

- A. Compensation Study City Clerk/HR Director Memo
Presentation by Dr. Tessa Melvin, David Drown Associates Resolution 23-095

9. STAFF AND COUNCIL REPORTS

- A. Staff
- B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, AUGUST 28, 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, Sanschagrín, and Zerby; City Attorney Koch; City Administrator Nevinski; Parks and Recreation Director Crossfield; and Planning Director Darling

Absent: Councilmember Maddy

B. Review Agenda

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

2. SMOKING IN PUBLIC SPACES

City Administrator Nevinski noted that this agenda item is about traditional smoking with tobacco products, but also the new cannabis legalization. He stated that this is something that was pointed out by the League of Minnesota Cities that the law is silent on whether or not cannabis use in public, such as parks, is an allowable use. He noted that many cities have smoking bans in parks, but Shorewood does not have that in place. He explained that some cities have gone the route of prohibiting all cannabis use in public, for example, Excelsior. He stated that he also believes that Tonka Bay and Greenwood are considering similar ordinances. He shared examples from other cities and what they have done about use in public spaces. He stated that staff is looking for input from the Council on whether or not they want to prohibit the use of cannabis in public places or if they want to include smoking, in general, in those rules. He stated that he feels it is important for the Council to keep in mind that the SLMPD will be asked to enforce whatever decision that they come to. He introduced Leah Koch and Campbell Knutson, who was filling in for City Attorney Shepherd tonight.

Mayor Labadie noted that staff had included the ordinance passed by Excelsior in their packet and asked what the vote was on that item.

City Administrator Nevinski stated that he did not know the exact vote tally.

Mayor Labadie noted that she is the liaison to the SLMPD and noted that Chief Tholen has stated numerous times that an ordinance or something his department is expected to enforce, is easier if all four of the cities have identical or similar language. She gave the example of all four cities having different language surrounding dogs running at large which makes it difficult for the officers. She stated that the language in the proposed ordinance is similar to Excelsior, but not

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identical, but noted that Shorewood's language matches the State Statute. She asked City Attorney Koch to weigh in on that point.

City Attorney Koch stated that within the State Statute it allows for local municipalities to establish this as a petty misdemeanor for public consumption and explained that the only limitation is that it excludes one, two, and three. She referenced language used in Excelsior's ordinance and noted that she preferred the proposed version for Shorewood because it is more enforceable and defined.

Mayor Labadie stated that one thing that concerns her is whether the Council would be passing this with the intent that the police will ticket someone and enforce it or if it was being done as 'lip service'. She stated that she feels all four member cities are very different with relation to their public spaces.

Councilmember Zerby stated that he would like to know 'why' the City is doing this and noted that if the reason was that they do not want people getting high in the parks, this would not preclude edibles. He stated that if the 'why' was the smoke part of it and that people do not like the smell of it, then he feels it should extend to tobacco products also. He stated that he would also like to know about use while driving and noted that as he reads the proposed language, people would not be able to smoke in their car because they would be on a public road that is government controlled. He explained that he did not see any harm in allowing somebody to smoke in their car. He stated that he shared Mayor Labadie's concern about enforcement but noted that he felt the City should have some controls in place.

City Attorney Koch noted that regarding use in vehicles according to the State Statute, it is a crime to possess cannabis products in a motor vehicle. She stated that you cannot use it or possess it unless it is in a closed package, similar to alcohol.

Councilmember Sanschagrín asked if people were currently allowed to smoke right next to the players that may be on the fields.

Mayor Labadie confirmed that as of right now there are no restrictions on smoking in the parks.

Councilmember Sanschagrín explained that he was for freedom, in general, but in a situation where there is secondhand smoke, it creates issues with people being able to have clean air. He stated that he would be in favor of at least restricting it somewhat and suggested that perhaps there are set places within the parks where people could be allowed to smoke that would be away from where children will be located.

Councilmember Callies stated that she agreed with most of his comments but was not sure how she felt about having a designated smoking place. She stated that she felt that the City should also regulate tobacco if they are going to be doing it for other products. She noted that she also had concerns about the enforceability but noted that this is a petty misdemeanor and did not want the City to try to turn it into a felony type issue and use it as a reason to stop citizens.

Mayor Labadie stated that she thinks about the large-scale baseball events at Freeman South where it is signed and marked 'No Parking' and people still park all over. She stated that then residents begin calling the police who then go out and write tickets and then the Monday after those tournaments, she gets inundated with calls from people who were unhappy. She stated

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that she knows that it has often led to times where people are berating the officers. She stated that if this is a petty misdemeanor she wonders if the City would really enforce it and at what level.

Councilmember Zerby stated that he feels this ordinance, as written, would also ban use on sidewalks and streets.

City Attorney Koch stated that was correct and explained that some cities had taken a two-fold approach where they regulate parks one way but have a lower standard for other public spaces. She noted that some cities have specified parks alone and have not touched other public spaces.

Councilmember Zerby explained that he keeps thinking of cul-de-sac parties and neighbors sitting together in their lawn chairs wanting to smoke or have a drink, and with this, that would not be allowed.

Councilmember Callies suggested that it may make sense to add beverage restrictions within the parks.

Mayor Labadie noted that she thought the City already had restrictions in place for beverages and believed that it is only legally allowed in Badger Park if the event has applied for a permit.

Councilmember Callies asked how it came about that the City did not regulate tobacco use within the parks.

Councilmember Zerby knows that they have discussed it before but Council never took any action.

Mayor Labadie noted that she feels it was because the City does not hold many events throughout the year.

Councilmember Callies stated that may be true, but people go to the parks all the time.

Councilmember Zerby noted that he smokes cigars and does not smoke them next to people in the parks and explained that he will find a corner somewhere if he wants to have one. He stated that he does not push the smoke onto other people and believes that is true for most smokers and has not seen it as a problem. He stated that he feels most tobacco users are considerate and has not seen it be a big problem.

Councilmember Callies asked if that meant he felt regulation was not necessary. She stated that could be another view on this being something that a solution looking for a problem.

Mayor Labadie referenced signs that you frequently see walking into buildings that say things like 'Guns are banned here' and asked if this could be something that the City bans for those large scale events, such as tournaments.

City Attorney Koch stated that they could but it would be best if there was some type of policy on the books. She noted that the problem would be that by having a policy and not an ordinance, they would not have the option for it to be a petty misdemeanor.

Councilmember Zerby asked about the difference between a rule and a policy and what would happen if the City put a sign out in the park.

City Attorney Koch explained that at a baseline they would simply communicating an expectation which may be enough for some people. She noted that they also could possibly escalate it to trespassing and prohibit them from the City's property. She explained that a petty misdemeanor is easier for officers to understand and apply, if needed. She stated that a petty misdemeanor is not technically a crime but the idea would be that it serves as a deterrent.

Councilmember Sanschagrín asked if there had been any complaints about smoking in the parks.

Planning Director Darling noted that she is not certain that they would have come to her, but explained that she had not seen any in the last six years.

City Administrator Nevinski stated that he had also not heard any complaints about smoking in the parks.

Park and Recreation Director Crossfield stated that she had not heard any complaints and noted that she had only seen it done once.

Mayor Labadie asked if the Council had anyone reach out to them on this topic since it was noticed to be on the agenda. She explained that she had three people reach out to her in support of some sort of ordinance banning this activity and nobody had reached out that was against it.

Councilmember Sanschagrín stated that he had also had a few people contact him that were in support of a ban.

Councilmember Callies stated that she had people contact her about the change in the law, but not specifically about this proposed ordinance. She stated that people have commented that they were concerned about the odor if it is allowed in the parks. She reiterated her earlier comment questioning whether this was really a problem.

Councilmember Sanschagrín questioned whether another option may be to hold off doing anything and wait and see if it becomes a problem before they put anything into place.

Councilmember Callies agreed and stated that if there is not a problem she questioned why the City needed to establish this ordinance. She stated that if it is a problem, this is an action the City can take at any time and noted that it can happen relatively quickly.

Mayor Labadie read aloud some of the phrases that concerned her regarding 'hemp derived', 'cannabis flour', and 'low potency hemp edibles' because she thinks it will be very difficult for officers to know what people are having.

Councilmember Zerby agreed and noted that he did not believe the City and the officers were checking everyone's tumblers and red Solo cups for alcohol.

Mayor Labadie stated that she does not want these products in the parks, but there are so many aspects to drafting something that is enforceable. She stated that it also comes back to a point made by Councilmember Zerby about 'why' the City would be doing this and the idea raised by others on simply waiting to see if it becomes a problem.

Councilmember Zerby noted that he feels Excelsior has a different situation than Shorewood, so he understands why they took the stance that they did.

Mayor Labadie agreed and noted that she felt that the people coming to the City's parks are coming for a specific purpose and not simply a hang-out spot, like the parks are in Excelsior.

Councilmember Callies stated that she felt that there was reason to be concerned about this as a new product that are intoxicants, so it does feel like there should be some regulation but noted that right now, she feels they should wait and see if it is actually a problem.

Councilmember Zerby noted that the Park Commission had discussed this topic and also had mixed feelings about it. He stated that they had a good discussion, but there was not a real consensus or direction at the end of the night.

Park and Recreation Director Crossfield stated that the Park Commission had discussed it last week and feels their only 'mild' consensus was that it should not be a complete ban and wanted it to be allowed in some spaces. She stated that they wanted there to be a designated area within the park and possibly also allowed on the trails, sidewalks, and parking lots, but not near children.

Councilmember Callies stated that she has worked in other cities that have large baseball organizations and they sell beer at the parks but noted that would also be a different situation than what they have in Shorewood.

Mayor Labadie stated that she has been very vocal in the past about not allowing alcohol in the parks and is proud that they do not allow it, but allowing an event to obtain a permit is a fair option. She explained that she feels it is important for people to be able to come and enjoy the parks with their families. She stated that, in theory, she would like to do the same thing with this regulation, but at the moment is concerned about the reality of its enforceability and possibly putting the officers in a very tough position. She stated that the Council did not need to take action tonight but she thinks it was good that they at least started the discussion on this topic. She suggested that they could ask Chief Tholen to come in and give them his perspective or they could also let it sit, as is, for six months and see what happens.

City Administrator Nevinski stated that there are a lot of unknowns surrounding cannabis right now. He stated that he suspects with the creation of the Office of Cannabis Management they will be waiting about a year before they start to see some guidance coming out of that office. He stated that his overall message for the Council is that things are going to continue to change and evolve because there is a lot that they do not know.

Councilmember Sanschagrin stated that he thinks the 'why' question is important, for example they do not want those kinds of beverages because they do not want intoxicated people at the parks and this potentially creates the same issue with cannabis use. He stated that if they see it as a problem with intoxication, then they should align it with the beverage restrictions, but if it is an issue related to second hand smoke, they do not know if that will be a problem or not.

Councilmember Callies stated that she agreed and did not see this as an emergency where something needed to be done right now. She stated that she also was not sure it would be very productive to have the Chief come in and talk about this with the Council nor did she feel that six months would be enough time to truly be able to examine this issue.

Mayor Labadie explained that she had just thrown out six months as an example. She noted that one other thing that makes her a bit hesitant is that Shorewood was the first City in the State that

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enacted bee friendly language in their policies and every city that followed modified their language to make it less restrictive and ultimately, Shorewood ended up finding out that their language needed tweaking. She stated that there were not many cities who have taken a stance on this issue and explained that having gone through this process with the bee friendly language, it makes her leery.

Councilmember Zerby stated that he agreed and would be in favor of giving this more time. He noted that he would not be in favor of a City-wide ban, but could be in favor of a park ban of some sort. He stated that he feels it may be a better idea to plug this substance into the section of the ordinance that speaks to alcohol and add it to the list of substances that cannot be used in the parks.

Mayor Labadie outlined what she felt was the consensus of the Council: to schedule a discussion at a future work session, if a problem arises otherwise, if nothing has arisen then they just plan to take another look at this in approximately one year.

3. ADJOURN

Sanschagrin moved, Callies seconded, Adjourning the City Council Work Session Meeting of August 28, 2023, at 6:44 P.M. Motion passed 4/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 28, 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 7:01 P.M.

- A. Pledge of Allegiance
- B. Roll Call

Present. Mayor Labadie; Councilmembers Callies, Sanschagrin, and Zerby; City Attorney Koch; City Administrator Nevinski; Planning Director Darling; Director of Public Works Morreim; Park and Recreation Director Crossfield; and City Engineer Budde

Absent: Councilmember Maddy

- C. Review Agenda

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

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Callies asked about item 2.G. and what the job duties would be for the Shorewood Community and Event Center Attendant.

Park and Recreation Director Crossfield explained that the attendant is the staff member who is on site during the evening and weekend rentals. She gave a brief description of their normal duties.

Councilmember Callies asked if this position was more 'on call' and not regular hours.

Park and Recreation Director Crossfield confirmed that this position would be scheduled as they were required by the rentals.

Councilmember Callies asked about item 2.L. and asked for additional details about the cable provider references.

City Administrator Nevinski explained that the City essentially has what he would refer to as a 'long haul carrier' that contracts directly with the City's IT provider to ensure that there is connectivity. He stated that they are proposing switching as there have been numerous outages over the last few months. He noted that their contract with this specific carrier expires in October and explained that the City's IT carrier believes that this will be a seamless transition.

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Councilmember Sanschagrín referenced item 2.H. regarding the Deer Management program. He noted that what he had found out from discussion on this item is that the areas depicted on the map in blue are areas where hunters 'can' go, but not that they necessarily 'will' go into those areas.

City Administrative Nevinski stated that was correct and explained that the areas depicted in blue are areas where the City has received some sort of right-of-entry. He noted that the hunters will gather together and then pick their locations from those available areas. He explained that there are seventeen parcels designated but the hunters may only go to ten of those properties.

Councilmember Zerby stated that years ago the DNR provided the City with infrared images of where the deer herds were and asked if the City was still receiving that information.

Planning Director Darling stated that she did not believe the City had received that information this past year but noted that they have in all previous years. She stated that she believes this is something that the City should continue with because it helps them know if the program is effective or not.

Councilmember Callies asked how someone could get on the schedule for the deer management hunt.

Planning Director Darling explained that only 'sharp shooters' are allowed.

Councilmember Callies asked how someone could get their property included.

Planning Director Darling stated that if they are interested, they can just notify City staff and they will arrange the legal agreements that are necessary.

City Administrator Nevinski clarified that they are referring to bow hunting even when they use the term 'sharpshooter'.

Councilmember Zerby noted a typographical error in item 2.G.

Zerby moved, Sanschagrín seconded, Approving the Motions Contained on the Consent Agenda and Adopting the Resolutions Therein.

- A. City Council Work Session Minutes of August 14, 2023**
- B. City Council Regular Meeting Minutes of August 14, 2023**
- C. Approval of the Verified Claims List**
- D. Approve Permanent Appointment of Chris Pratley, Public Works Light Equipment Operation**
- E. Accept Improvements and Approve Final Payment for Covington Watermain Improvements, City Project 21-08, Adopting RESOLUTION NO. 23-084, "A Resolution Accepting Final Improvements and Authorizing Final Payment for the Covington Watermain Improvement Project; City Project 21-07."**

- F. Accept Improvements and Approve Final Payment for 2022 Lift Station Rehabilitation, City Project 21-08, Adopting RESOLUTION NO. 23-085, "A Resolution Accepting Final Improvements and Authorizing Final Payment for Lift Stations 7, 9, and 10 Rehabilitation Project; City Projects 20-12 and 21-08."
- G. Approve Hire of Shorewood Community and Event Center Attendant
- H. Approve Deer Management Agreement
- I. Approve Forte Payment Processing Agreement
- J. Setting the Truth-in-Taxation Public Meeting Date, Adopting RESOLUTION NO. 23-086. "A Resolution Selecting the 2023 Truth-in-Taxation Public Meeting Date."
- K. Approve Concessions Agreement Fall 2023
- L. Approve Extension of IT Services Contract with Warner Connect
- M. Accept Quote and Award Contract for Drainage and Utility Improvements, City Project 23-05, Adopting RESOLUTION NO. 23-087, "A Resolution Awarding Contract for the 2023 Drainage and Utility Improvement Project; City Project 23-05."
- N. Adopt Amended South Lake Minnetonka Police Department Joint Powers Agreement, Adopting RESOLUTION NO. 23-088, "A Resolution Approving a Revised Joint Powers Agreement Governing the South Lake Minnetonka Police Department."

Motion passed.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

5. PARKS

- A. Report by Commissioner Wenner on July 25, 2023, and August 22, 2023, Park Commission Meetings

Parks Commissioner Wenner gave an overview of the Park Commission meetings from July and August, as outlined in the minutes.

B. Authorize Municipal Consent for Mill Street Trail Corridor

Planning Director Darling gave an overview of the planning for the Mill Street Trail Corridor. She noted that the County has held a series of public events to garner engagement with residents on

the proposed plans. She introduced Luke Sandstrom, Project Manager from Hennepin County to summarize the project and the feedback they had received from the public engagement.

Luke Sandstrom, Hennepin County, gave an overview of the proposed project location, feasibility reports, public engagement activities and responses. He explained that the majority of the responses supported Option Two as the preferred layout. He noted that they recently found out that MnDOT has identified the bridge over Highway 7 for replacement in 2029. He stated that he is hopeful that they will be able to work with the MnDOT when they begin their plans in order to widen the bridge to include the trail through this area so there is not a bottleneck and possibly create a direct connection to the Lake Minnetonka Regional Trail. He explained that before this project is completed by MnDOT they will plan to have flashing lights that people can push in order to cross safely. He reviewed the project schedule and noted that construction is slated to begin in the summer of 2025. He noted that the City of Excelsior plans to support Option One and noted that if Shorewood supports the preferred Option Two, then there will be a transition point between the two types of trails. He explained that in the next few months they are planning to pursue some grant options and noted that any they receive will be split evenly with the cities.

Mayor Labadie stated that she and Councilmember Zerby attended the Park Commission meeting last week where two residents spoke who lived next to each other. She noted that one neighbor was in favor of Option One and the other was in favor of Option Two. She asked Mr. Sandstrom if he felt either of the options had better chances at receiving grant money.

Mr. Sandstrom explained that the only difference in the options were the bikeable shoulders which he did not believe was a 'make or break' part of the criteria for grant funding so they should not be excluded from grant consideration for either option.

Councilmember Sanschagrín asked if there was a significant cost difference between the two options.

Mr. Sandstrom stated that there was not a cost difference to the City and explained that typically the cost participation is roughly fifty-fifty and is done by item. He stated that things like the pavement replacement would be completely the responsibility of the County. He noted that he believed the estimated cost difference for the City, at this point, is only about five percent.

Councilmember Sanschagrín asked if they would need to acquire any easements.

Mr. Sandstrom stated that when the County does projects like this, they acquire the land needed through a trail and sidewalk easement and not fee titles. He explained that this meant that no property lines or setbacks would be changing. He stated that this easement allows them to construct the trail and also for the City to plow and maintain it in the future. He noted that Option One would have less easement impacts.

Councilmember Zerby stated that he is over the moon excited that this project is moving forward. He stated that they had done a trail project on Smithtown Road where they widened the shoulders so they could put in bikeable path. He noted that it was supposed to be two feet on one side and four feet on the other, however once it was constructed it was much less than that because the measurements did not take the paint stripes into consideration. He asked if this proposed path would be four feet wide.

Mr. Sandstrom explained that it is four feet centered on the paint so there would be three inches adjacent to the travel lane that would not be part of it. He pointed out that the four feet did not include the two feet of the gutter pan, so effectively, it will be six feet wide.

Councilmember Zerby stated that he appreciated the consideration given for delivery vehicles and asked if there could ever be a consideration for an Option 1.5 and have the four-foot shoulder on the west side but leave it off of the east side.

Mr. Sandstrom stated that approach could resolve some of the concerns but noted that there would still be mail delivery and it would also create a situation where the delivery drivers would have to physically cross the street with packages to make the deliveries which could bring additional safety concerns.

Councilmember Callies stated that she feels this is a great project and is glad to see that they are coordinating and looking ahead in order to make a direct connection to the regional trail when the bridge is replaced. She asked how difficult creating the transition points that will mesh the two designs will be.

Mr. Sandstrom stated that if they know what is coming, like the bridge, they can 'future proof' themselves and design it in a way where there is not a lot of rework necessary.

Councilmember Sanschagrin asked if there could be any opportunities to compromise anything based on the concerns that have been raised by the property owners regarding things like removal of their trees.

Mr. Sandstrom stated that this is kind of a blanket assumption along the corridor at this point and believes there is some space where they can alternate the plans and cut a foot or two here and there. He noted that in some cases changing things by a foot or two will not alleviate some of the concerns but reiterated that there is some leeway. He stated that moving forward he will meet with each property owner and stake things off and look at things on a case-by-case basis in order to fit in what makes sense and see what will ultimately work.

Councilmember Callies noted that the Council had received a comment from a local resident questioning why the City did not have more trails and access to parts of the City. She noted that it comes down to a balance of the trails versus losing vegetation which she feels will also be part of this project in determining the balance for the future, between the existing trees and having the trails.

Mr. Sandstrom noted that the County is fully committed to tree replacement and can work with homeowners for some type of green screening because a trail is going in.

Councilmember Zerby stated that he thinks having this trail connection will be great and noted that he has had conversations with the Three Rivers District about the huge need for north/south trails because many of the trails are built on old railroad tracks which are mostly east/west. He reiterated that he thinks this is a wonderful project.

Mayor Labadie stated that the fact that through their various outreach methods, they have connected with about eight hundred people. She noted that from this feedback it showed that about fifty-one percent of people were concerned about cyclist and pedestrian safety and asked if the County felt that Option Two was the safer option.

Mr. Sandstrom confirmed that the County's preferred and safer option was Option Two because there are multi-modes that will use Mill Street.

Mayor Labadie asked for Council feedback on which option they preferred.

Councilmember Zerby stated that Option Two makes a lot of sense to him especially because Mr. Sandstrom has stated that there is some leeway in some of the design choices to try to minimize some of the impacts to residents with regard to trees and landscaping. He noted that only fifteen percent of the design plans had been completed thus far.

Councilmember Sanschagrín asked what would happen if the Council supported Option Two tonight but then got more data and details decided that Option One would actually be a better fit. He asked if the City would have the option to switch their choice later in the process.

Mr. Sandstrom explained that the motion tonight is to determine what step will go forward to final design so they can fine tune the details. He noted that what he has done in the past is when they get to the thirty, sixty, and ninety percent points in the design process, he has come back to a Council meeting to present that information and give the option to make changes. He explained that ultimately, they would come back next year for approval before they go out for construction.

Councilmember Sanschagrín asked at what point in the process will it be considered too late or cost prohibitive to change the plans.

Mr. Sandstrom stated that typically when you get to the sixty or ninety percent point you do not want to be making too many changes and noted that they should get to that point in about May of 2024.

Mayor Labadie stated that she also favors Option Two.

Councilmember Callies stated that she agreed and noted that also the majority of the public input supported Option Two.

Zerby moved, Callies seconded, Adopting RESOLUTION NO. 23-089, "A Resolution Supporting Hennepin County's Preferred Layout (Option Two) for the Mill Street Pathway Project."

Motion passed.

6. PLANNING

A. Report by Commissioner Eggenberger on August 1, 2023, Planning Commission Meeting

Planning Commissioner Eggenberger gave a brief overview of the discussion and action taken at the August 1, 2023; Planning Commission meeting as outlined in the minutes.

B. Approve Rezoning/Final Plat for Lake Park Villas PUD

Planning Director Darling gave an overview of the request by TSML Properties to rezone the property at 24250 Smithtown Road and for Final Plat for a development that contains seven lots for single and two-family dwellings. She explained that the development was also proposed on the adjacent parcel within Tonka Bay with four additional dwellings. She noted that after the applicant had submitted the original rezoning application, staff asked if they would withdraw it and resubmit it with Final stage plans which they agreed to do. She stated that the Council has seen the concept and development plans/Preliminary Plat but had not seen the rezoning request up to this point. She stated that the applicant would like to develop this property through a PUD so they would have flexibility and explained that a public hearing was held at the Planning Commission meeting. She stated that the applicant is requesting a private street within the subdivision, to reduce the lot area per unit, reduce setbacks, and increase impervious surface on the property. She shared specific design details that are being proposed and stated that staff and the Planning Commission recommended approval, with a vote of four in favor and one opposed. She explained that the Commissioner who had voted in opposition would prefer a more affordable housing option in this location. She noted that she had included the three letters that the City had received on this proposal within the packet.

Councilmember Sanschagrin asked if Tonka Bay had approved the plans.

Planning Director Darling stated that they had reviewed the plans last week and had voted for approval but was not sure of the vote details.

Mayor Labadie asked if Tonka Bay's approval was still waiting for approval from Met Council.

Planning Director Darling stated that was for the Comprehensive Plan amendment that was approved previously.

Councilmember Callies stated she felt the City had thoroughly reviewed this request on more than one occasion. She noted that she felt the rezoning was consistent with the plan and was in support of what is being proposed.

Councilmember Zerby explained that he was still opposed to the design of the project, but because he understands the need for density, he will vote in favor of this action.

Callies moved, Sanschagrin seconded, Approving ORDINANCE 601," An Ordinance Amending Section 1201.09 Subd. 2 of the Shorewood Zoning Code – The Shorewood Zoning Map (Lake Park Villas PUD)."

Motion passed.

Callies moved, Sanschagrin seconded, Adopting the revised RESOLUTION NO. 23-090, "A Resolution Approving the Publication of a Summary of Ordinance 601 Regarding City Code Ordinance Amendments Related to Rezoning 24250 Smithtown Road from R-2A to PUD."

Motion passed.

Sanschagrin moved, Callies seconded, Adopting RESOLUTION 23-092, "A Resolution Approving a Final Plat for Lake Park Villas for Property Located at 24250 Smithtown Road."

Motion passed.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Approve Tobacco License: Shorewood Tobacco

City Administrator Nevinski reviewed the request for a Tobacco License from Shorewood Tobacco. He stated that they have successfully completed the materials, paid the licensing fees, and passed their background check. Staff recommends approval.

Zerby moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-091, “A Resolution Approving a License to Sell Tobacco Products in the City of Shorewood to Shorewood Tobacco, Inc.”

Motion passed.

9. STAFF AND COUNCIL REPORTS

A. Staff

1. Review and Update of West Side Drainage Study and Shorewood Lane Ravine

City Engineer Budde explained that in 2019, the City had hired Barr Engineering to complete the West Side Drainage Study with the goal of developing comprehensive solutions to the issues and incorporating them into the City's CIP. He reviewed the five projects that would be completed by the end of the year and outlined the remaining two projects, including costs, for Noble Road and Grant Lorenz Channel. He stated that one other part of this was the pond in the Ashland Woods development and after looking at various iterations, the City has provided a storm sewer stub to connect to trunk line in Strawberry Lane. He explained that the pond is the responsibility of the HOA, so this stub allows them to put in the drain tile in the future which will help solve their issues. He updated the Council on the Shorewood Lane Ravine project and stated that there is a large amount of erosion along the banks. He stated that staff has been working to find a solution that addresses the concerns from all sides and explained that the Watershed and the Army Corps of Engineers would like to see construction of some Gabion rock baskets that essentially builds retaining walls where necessary. He stated that this approach would add to the construction costs and explained that while staff is exploring possible outside funding sources it is unlikely that they will not be able to find enough to fill the \$250,000 gap that they are projecting.

Councilmember Sanschagrín asked if this ran over private property or if it was just on public land.

City Engineer Budde explained that there was an existing twenty-foot-wide drainage easement, but the stream has meandered over time and gotten larger than twenty feet wide which means that portions of it run over private property.

Councilmember Sanschagrín asked if the idea was this project would be completely funded by the City or whether the residents should be asked to chip in. He suggested that the Council discuss the possibility of assessing the residents for a portion of the costs.

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AUGUST 28, 2023

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City Engineer Budde stated that could be an option but noted that the City has not really expressed that intent thus far in the process.

Councilmember Callies stated that the staff report talked about several locations of the undercut slopes posed significant hazards and were causing standing trees to fall. She asked what was meant by 'significant hazards'.

City Engineer Budde explained that some of the hazards were brought up from neighbors relating to kids playing in the area. He stated that most are a fair distance away from structures but feels it would really not be safe conditions if anyone was down there in the area.

Councilmember Callies asked if something should be done in the meantime.

City Engineer Budde stated that he did not know at what point it would become 'too bad' or an imminent threat to the public. He noted that they could try posting signs and putting up fencing but then it becomes something that staff has to maintain and if people want to get down there, they will.

Other

Parks and Recreation Director Crossfield reported that they had fifty-six rentals at the Shorewood Community and Event Center in August and noted that they already have fifty-four scheduled for September.

Public Works Director Morreim noted that crews will be finishing up the sewer cleaning in the near future. He stated that they have also been working on getting the speed sensors up and running in two different locations. He distributed the data that they have gathered to the Council and gave a brief overview. He explained that they had put them up on Howard's Point and Wedgewood and put another one up on Eureka this morning. He stated that they share this data with the Police Department so they can also evaluate it.

Councilmember Zerby asked if he had more data that would show the times and noted that many times it ends up being the same person that is late for work.

Public Works Director Morreim stated that he had taken a look at that along Wedgewood and would say that there are some potential trends and explained that this was why all the data was sent to the Police Department as well. He explained that the City was still in a drought warning situation and the City has been doing a fair amount of communication with regard to water restrictions. He stated that as of last week, the City's water usage has not reduced, but the warm weather last week did not help. He stated that he feels the conversations with property owners and HOAs have been generally productive.

Councilmember Sanschagrin asked if he had seen any issues with the quality coming out of the wells.

Public Works Director Morreim stated that he was not seeing any issues at this time. He stated that there is no rain forecasted for at least a week and noted that if things continue to be this dry, their wells will get worse.

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AUGUST 28, 2023

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Councilmember Callies noted that she had received three calls about this situation and asked if they had gotten feedback on whether that type of communication was working.

Public Works Director Morreim explained that they had gotten a fair number of responses when they did the public alert and expressed his appreciation to City Hall staff for taking many of those calls. He stated that he believes people are aware that they are in a drought and understand the reasons for the request to reduce their usage.

Councilmember Zerby asked if Public Works Director Morreim had used the street rating technology yet.

Public Works Director Morreim stated that they are nearly complete but still have a bit on the east side and the islands yet to do. He noted that he definitely felt that the imagery will be helpful. He noted that he plans to give an update to the Council in September.

City Engineer Budde stated that Birch Bluff continues to progress well, and street construction should begin later this week with completion at the end of September or early October. He noted that Strawberry Lane has a very similar schedule.

City Administrator Nevinski asked staff to touch base with the Council on the Freeman Park Trails schedule.

City Engineer Budde stated that project is scheduled to start the week of September 11, 2023, and explained that the City was just starting to push out some of the communication on this, because they just found out today.

City Administrator Nevinski stated that the Special Election for County Commissioner LeTondresse's seat will be held on April 9, 2024, and if a primary is needed it will be held on March 26, 2024.

B. Mayor and City Council

Councilmember Zerby noted that he had attended the Parks Commission meeting.

Mayor Labadie stated that she will be in Faribault later this week attending a Minnesota Mayor's Executive Committee meeting as part of their outreach efforts to bring meetings to mayors who are in outstate areas. She reminded everyone that September 5, 2023, is when school will start and kids and buses will be out in many areas and asked that residents have patience. She stated that she will hold her Coffee with the Mayor event at Shorewood Landings on Friday, September 1, 2023, and will be bringing a detective from the SLMPD to give a presentation about senior fraud/scams. She noted that on September 8, 2023, she will be attending the quarterly meeting with Representative Dean Phillips and encouraged staff and the Council to pass along any information that they would like her to bring up at this meeting. She explained that later that day there will be a Vietnam Veterans Commemoration event held in Maple Plain that many of those mayors will also be attending.

10. ADJOURN

Zerby moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of August 28, 2023, at 8:32 P.M.

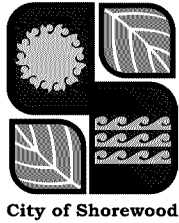
Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: September 11, 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 – 08-28-2023	\$53,901.29
AP-Payroll-08-28-2023	\$40,837.71
Bank of Montreal-July-2023 Credit Cards	\$36,988.93
AP-09-11-2023	\$796,901.50
AP-09-11-2023-Drew	\$2,393.98

Total Claims: Checks No. 68252 – 68271 & ACH	\$931,023.41
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Financial or Budget Considerations:

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

Action Requested:

Motion to approve the claims list as presented.

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

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

Clearing House
Distribution Report

User: mnguyen
Printed: 08/28/2023 - 2:56PM
Batch: 00028.08.2023

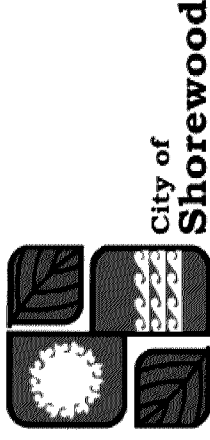


Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	53,901.29	CASH AND INVESTMENTS
700-00-2170-0000	53,901.29	0.00	GROSS PAYROLL CLEARING
	53,901.29	53,901.29	
Report Totals:	53,901.29	53,901.29	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 08/28/2023 - 3:05PM
Batch: 00006.08.2023 - Payroll-08-28-2023



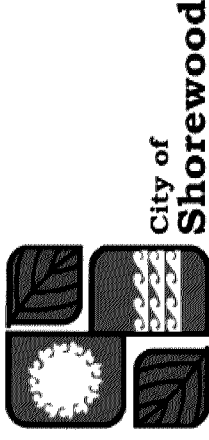
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 1	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 Federal Income Tax	7,925.95	08/28/2023	700-00-2172-0000	PR Batch 00003.08.2023 Federal Income T
PR-08-28-2023	PR Batch 00003.08.2023 FICA Employee Portio	5,051.82	08/28/2023	700-00-2174-0000	PR Batch 00003.08.2023 FICA Employee
PR-08-28-2023	PR Batch 00003.08.2023 FICA Employer Portio	5,051.82	08/28/2023	700-00-2174-0000	PR Batch 00003.08.2023 FICA Employer I
PR-08-28-2023	PR Batch 00003.08.2023 Medicare Employee Pc	1,181.48	08/28/2023	700-00-2174-0000	PR Batch 00003.08.2023 Medicare Emplo;
PR-08-28-2023	PR Batch 00003.08.2023 Medicare Employer Po	1,181.48	08/28/2023	700-00-2174-0000	PR Batch 00003.08.2023 Medicare Emplo;
Check Total:		20,392.55			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 2	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 Deferred-MissionSq-Fi	3,032.68	08/28/2023	700-00-2176-0000	PR Batch 00003.08.2023 Deferred-Mission
PR-08-28-2023	PR Batch 00003.08.2023 Deferred-MissionSq-Pe	91.99	08/28/2023	700-00-2176-0000	PR Batch 00003.08.2023 Deferred-Mission
Check Total:		3,124.67			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 3	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 State Income Tax	3,537.79	08/28/2023	700-00-2173-0000	PR Batch 00003.08.2023 State Income Tax
Check Total:		3,537.79			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 4	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 Deferred Comp-MSRS	1,425.00	08/28/2023	700-00-2176-0000	PR Batch 00003.08.2023 Deferred Comp-1
Check Total:		1,425.00			
Vendor: 665	OPTUM BANK			Check Sequence: 5	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 HSA-OPTUM BANK	871.15	08/28/2023	700-00-2183-0000	PR Batch 00003.08.2023 HSA-OPTUM B
Check Total:		871.15			
Vendor: 9	PERA			Check Sequence: 6	ACH Enabled: True
PR-08-28-2023	PR Batch 00003.08.2023 MN-PERA Deduction	5,333.04	08/28/2023	700-00-2175-0000	PR Batch 00003.08.2023 MN-PERA Dedu
PR-08-28-2023	PR Batch 00003.08.2023 MN PERA Benefit Em	6,153.51	08/28/2023	700-00-2175-0000	PR Batch 00003.08.2023 MN PERA Benef

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	11,486.55			
	Total for Check Run:	40,837.71			
	Total of Number of Checks:	6			

Accounts Payable

Computer Check Proof List by Vendor

User: mnnguyen
Printed: 08/30/2023 - 2:09PM
Batch: 00007.08.2023 - July-BOM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
July-2023-AndyE	Gas	116.58	08/20/2023	101-32-4212-0000	
July-2023-Brend	Target	10.75	08/20/2023	101-13-4245-0000	
July-2023-Brend	Target	-10.80	08/20/2023	101-13-4245-0000	
July-2023-Brend	Amazon-Chairs	394.56	08/20/2023	101-13-4200-0000	
July-2023-Brend	Amazon-Supplies	58.96	08/20/2023	101-13-4200-0000	
July-2023-Brend	Amazon-Supplies	25.99	08/20/2023	101-13-4200-0000	
July-2023-Brend	City Walk-Parking	6.00	08/20/2023	101-13-4331-0000	
July-2023-Bruce	Gas	248.31	08/20/2023	101-32-4212-0000	
July-2023ChrisH	Amazon-Pump for Hydrants	240.86	08/20/2023	601-00-4240-0000	
July-2023ChrisH	Amazon-Manor Tennis Net Replacement	209.66	08/20/2023	101-52-4221-0000	
July-2023ChrisH	Gas	179.81	08/20/2023	101-32-4212-0000	
July-2023ChrisH	Delano Rental-Compactor for Timber Lane	98.80	08/20/2023	101-32-4410-0000	
July-2023ChrisH	Ecomm Most Dependable-Drinking Fountain Pa	318.98	08/20/2023	101-52-4223-0000	
July-2023ChrisH	Uline Ship-Trash Tops for Parks	756.52	08/20/2023	101-52-4245-0000	
July-2023ChrisP	Gas	785.65	08/20/2023	101-32-4212-0000	
July-2023ChrisP	Shorewood True-Liquid Nail	2.69	08/20/2023	101-52-4245-0000	
July-2023ChrisP	Shorewood True-Sprayer	24.99	08/20/2023	101-52-4245-0000	
July-2023ChrisP	The Home Depot-Paint & Supplies for Graffiti ir	268.48	08/20/2023	101-52-4245-0000	
July-2023ChrisP	MN Minnetrista - Woodchips	50.00	08/20/2023	101-52-4245-0000	
July-2023-CityCard	Culligan Bottled Water - C.H.	33.00	08/20/2023	101-19-4245-0000	
July-2023-CityCard	Republic Services-Residents Recycling Svcs	10,925.20	08/20/2023	621-00-4400-0000	
July-2023-CityCard	Curbside Waste-Public Works	563.19	08/20/2023	101-32-4400-0000	
July-2023-CityCard	Curbside Waste-SSCC	132.97	08/20/2023	201-00-4400-0000	
July-2023-CityCard	Culligan Bottled Water-Solar-SCEC	43.50	08/20/2023	201-00-4245-0000	
July-2023-CityCard	Mangold Horticulture-SCEC	276.00	08/20/2023	201-00-4400-0000	
July-2023-CityCard	Mangold Horticulture-City Hall	362.00	08/20/2023	101-19-4400-0000	
July-2023-CityCard	Republic Services-Organic Recycling	320.00	08/20/2023	621-00-4400-0026	
July-2023-CityCard	AT&T - Wade's Ipad	23.49	08/20/2023	101-24-4321-0000	
July-2023-CityCard	Republic Services-Spring Cleanup	4,859.77	08/20/2023	621-00-4347-0000	
July-2023-EricW	Office Max - Business Card - Brenda	30.10	08/20/2023	101-13-4245-0000	
July-2023-EricW	Office Max - Business Card - Scott Zerby	30.09	08/20/2023	101-11-4245-0000	
July-2023-EricW	Signs Now Plymouth - office sign PW's	53.76	08/20/2023	101-32-4200-0000	

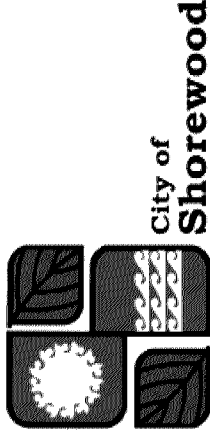
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July-2023-Janel	Amamazon	30.64	08/20/2023	201-00-4200-0000	
July-2023-Janel	Amamazon	31.99	08/20/2023	201-00-4223-0000	
July-2023-Janel	FSP Usa Inflatables-Oktoberfest Inflatables	2,854.68	08/20/2023	101-53-4441-0000	
July-2023-Janel	Amazon-Safety Camp	166.34	08/20/2023	101-53-3478-0000	
July-2023-Janel	Sherwin - Paint	112.06	08/20/2023	201-00-4223-0000	
July-2023-Janel	Heartsmart - AED Box	461.18	08/20/2023	101-53-3623-0000	
July-2023-Janel	In Total Entertainment-Oktoberfest Kidsdance	500.00	08/20/2023	101-53-4441-0000	
July-2023-Janel	Office Liquidators-Cubicle Walls	428.00	08/20/2023	201-00-4200-0000	
July-2023-Janel	Office Liquidators-Cubicle Walls	239.00	08/20/2023	201-00-4200-0000	
July-2023-Janel	Tide Dry Cleaners-Laundry	30.76	08/20/2023	201-00-4400-0000	
July-2023-Janel	Tide Dry Cleaners-Laundry	66.79	08/20/2023	201-00-4400-0000	
July-2023-JoeR	Association Order - AICPA & CIMA - Members	340.00	08/20/2023	101-15-4433-0000	
July-2023-Marie	Dept of Labor-State Surcharge	3,584.30	08/20/2023	101-00-2085-0000	
July-2023-MattM	Plunketts Pest Control	96.77	08/20/2023	101-32-4400-0000	
July-2023-MattM	Amazon-Fly Swatters & Phone for Pavement M	7.99	08/20/2023	101-32-4245-0000	
July-2023-MattM	Amazon-Fly Swatters & Phone for Pavement M	851.98	08/20/2023	101-32-4321-0000	
July-2023-MattM	Amazon-Batteries	49.25	08/20/2023	101-32-4200-0000	
July-2023-MattM	In Enabling-Communication	17.00	08/20/2023	601-00-4321-0000	
July-2023-MattM	PSN MN RWA - MRWA Membership	1,520.00	08/20/2023	601-00-4433-0000	
July-2023-MattM	Amazon-Wisk Broom for Vehicles	39.48	08/20/2023	631-00-4245-0000	
July-2023-MattM	Sams- General Supplies	20.94	08/20/2023	101-52-4245-0000	
July-2023-MattV	Gas	600.43	08/20/2023	101-32-4212-0000	
July-2023-MattV	Grainger	19.32	08/20/2023	101-32-4245-0000	
July-2023-MattV	Grainger	47.30	08/20/2023	101-32-4240-0000	
July-2023-MattV	Grainger	51.35	08/20/2023	101-32-4245-0000	
July-2023-MattV	Siteone Landscape	16.13	08/20/2023	101-52-4245-0000	
July-2023Moe	Gas	21.53	08/20/2023	101-32-4212-0000	
July-2023Moe	Amazon	62.07	08/20/2023	101-32-4212-0000	
July-2023Moe	Amazon	98.91	08/20/2023	101-52-4221-0000	
July-2023Moe	Carquest-parts	142.76	08/20/2023	101-32-4221-0000	
July-2023Moe	Carquest- Light parts	40.22	08/20/2023	101-52-4221-0000	
July-2023Moe	Menards - Wood for Parks	139.26	08/20/2023	101-52-4245-0000	
July-2023-Nelia	Amazon	9.29	08/20/2023	101-13-4200-0000	
July-2023-Nelia	Amazon	51.25	08/20/2023	101-13-4200-0000	
July-2023-Nelia	Amazon	12.50	08/20/2023	101-13-4200-0000	
July-2023-Nelia	ODP	76.98	08/20/2023	101-13-4200-0000	
July-2023-Nelia	ODP	116.65	08/20/2023	101-13-4200-0000	
July-2023-Nelia	ODP	109.48	08/20/2023	101-13-4200-0000	
July-2023-Nelia	ODP	202.05	08/20/2023	101-13-4200-0000	
July-2023-Nelia	Sam's PW's Membership	50.00	08/20/2023	101-32-4433-0000	
July-2023-Nelia	Sam's	164.14	08/20/2023	101-19-4245-0000	
July-2023-Nelia	Wal-Mart	5.92	08/20/2023	101-13-4245-0000	
July-2023-RyanB	Gas	356.75	08/20/2023	101-32-4212-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
July-2023-RyanB	Cub Foods-Bottled Water	67.83	08/20/2023	101-52-4245-0000	
July-2023-RyanB	Siteone-Material for Fix Retaining Wall at Mano	209.66	08/20/2023	101-52-4245-0000	
July-2023-Sandi	Caribou-Employee Comp Study Meeting with D	49.45	08/20/2023	101-13-4245-0000	
July-2023-Sandi	Caribou-HR Meeting	8.16	08/20/2023	101-13-4245-0000	
July-2023-Sandi	Caribou-HR Meeting	6.78	08/20/2023	101-13-4245-0000	
July-2023-Sandi	Jery's Woodbury-Employee Comp Study Meeting	75.34	08/20/2023	101-13-4245-0000	
July-2023-Sandi	Amazon-Chair for Mellisa	197.28	08/20/2023	101-13-4200-0000	
July-2023-TimK	Gas	104.85	08/20/2023	101-32-4212-0000	
July-2023-TimK	Shorewood True-Acid for Well MTCE	9.99	08/20/2023	601-00-4221-0000	
July-2023-TimK	Indelco Plastics- Parts for Well MTCE	79.14	08/20/2023	601-00-4221-0000	
July-2023-TimK	Cub Foods-Water	29.94	08/20/2023	631-00-4245-0000	
July-2023-TimK	Shorewood True-Drinking Fountain MTCE	9.98	08/20/2023	101-52-4223-0000	
July-2023-ToddR	MN Minnetrista - Woodchips	40.00	08/20/2023	101-52-4245-0000	
July-2023-Wade	Wade's Fuel	82.00	08/20/2023	101-24-4212-0000	
July-2023-Wade	Amazon - Wireless Adaptor	67.99	08/20/2023	101-24-4200-0000	
Check Total:		36,321.69			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
75824243	City of Shwd- Badger Well	65.81	08/20/2023	601-00-4395-0000	
75824243	Public Works	74.77	08/20/2023	101-32-4321-0000	
75824243	City Hall	153.36	08/20/2023	101-19-4321-0000	
75824243	Badger-Manor-Cathcart Parks	229.87	08/20/2023	101-52-4321-0000	
75824243	City of Shwd-West Tower	143.43	08/20/2023	601-00-4321-0000	
Check Total:		667.24			
Total for Check Run:		36,988.93			
Total of Number of Checks:		2			

Accounts Payable

Computer Check Proof List by Vendor

User: mnnguyen
Printed: 09/06/2023 - 2:47PM
Batch: 00001.09.2023 - AP-09-11-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00559	Laura & Steven Alexander				
	Refund Check 005928-000, 5705 Ridge Rd	32.26	09/11/2023	Check Sequence: 1 611-00-2010-0000	ACH Enabled: False
	Refund Check 005928-000, 5705 Ridge Rd	19.62	09/11/2023	631-00-2010-0000	
	Refund Check 005928-000, 5705 Ridge Rd	2.34	09/11/2023	621-00-2010-0000	
	Check Total:	54.22			
Vendor: UB*00555	William & Claire Briggs				
	Refund Check 008705-000, 5285 St Albans Bay	114.79	09/11/2023	Check Sequence: 2 601-00-2010-0000	ACH Enabled: False
	Refund Check 008705-000, 5285 St Albans Bay	133.91	09/11/2023	611-00-2010-0000	
	Refund Check 008705-000, 5285 St Albans Bay	57.40	09/11/2023	631-00-2010-0000	
	Refund Check 008705-000, 5285 St Albans Bay	57.39	09/11/2023	621-00-2010-0000	
	Check Total:	363.49			
Vendor: 137	CENTURY LINK				
	952-470-2294-642-PW	64.20	09/11/2023	Check Sequence: 3 101-32-4321-0000	ACH Enabled: True
	952-470-6340-989-CH	120.07	09/11/2023	101-19-4321-0000	
	952-470-7819-261-SSCC	119.40	09/11/2023	201-00-4321-0000	New Line
	Check Total:	303.67			
Vendor: 1035	NELIA CRISWELL #8574				
	Reimbursement-July & Aug/2023-Wellness	80.00	09/11/2023	Check Sequence: 4 101-13-4101-0000	ACH Enabled: True
	Check Total:	80.00			
Vendor: 1189	E. J. MAYERS, INC.				
	Water Service Connection-26115 Smithtown Lar	3,500.00	09/11/2023	Check Sequence: 5 601-00-4400-0000	ACH Enabled: False
85	Check Total:	3,500.00			
Vendor: 167	ECM PUBLISHERS INC				
	Legal Notice-Admark PUD	57.60	09/11/2023	Check Sequence: 6 101-18-4351-0000	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
961920	Legal Notice-City Comprehensive	64.00	09/11/2023	101-18-4351-0000	
	Check Total:	121.60			
Vendor: 1060	GENERAL SECURITY SERVICES CORPORATION			Check Sequence: 7	ACH Enabled: True
50020746	Security - Badger Park	119.85	09/11/2023	101-52-4400-0000	
50020759	Hosted Video - Xmas Lake Boat	270.00	09/11/2023	101-52-4400-0000	
50021095	City Hall - Monitor	278.85	09/11/2023	101-19-4400-0000	
50021096	SCEC-Monitor	105.00	09/11/2023	201-00-4400-0000	
	Check Total:	773.70			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 8	ACH Enabled: True
3080744	Monthly Rental	98.55	09/11/2023	601-00-4400-0000	
3080744	Monthly Rental	98.55	09/11/2023	611-00-4400-0000	
3080744	Monthly Rental	98.55	09/11/2023	631-00-4400-0000	
	Check Total:	295.65			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 9	ACH Enabled: False
1000211564	REC0001086-View Recorded Documents	7.50	09/11/2023	101-18-4400-0000	RecordEase Payment
	Check Total:	7.50			
Vendor: UB*00561	Ryan & Shanon Hoffman			Check Sequence: 10	ACH Enabled: False
	Refund Check 009043-000, 5740 Ayrshire Lane	115.48	09/11/2023	601-00-2010-0000	
	Refund Check 009043-000, 5740 Ayrshire Lane	134.73	09/11/2023	611-00-2010-0000	
	Refund Check 009043-000, 5740 Ayrshire Lane	57.74	09/11/2023	631-00-2010-0000	
	Refund Check 009043-000, 5740 Ayrshire Lane	57.74	09/11/2023	621-00-2010-0000	
	Check Total:	365.69			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 11	ACH Enabled: True
20247799	City Hall - Mats	224.98	09/11/2023	101-19-4400-0000	
20251122	SCEC - Mats	93.28	09/11/2023	201-00-4400-0000	
20254467	City Hall - Mats	229.53	09/11/2023	101-19-4400-0000	
	Check Total:	547.79			
Vendor: 1151	TIMOTHY MARK KOSEK			Check Sequence: 12	ACH Enabled: False
2023-EyeGlass	2023 - Safety Eye Glasses	100.00	09/11/2023	101-32-4245-0000	
	Check Total:	100.00			
Vendor: 467	KREMER SERVICES, LLC			Check Sequence: 13	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
86541	Springs for Truck Repair	2,053.78	09/11/2023	601-00-4221-0000	
	Check Total:	2,053.78			
Vendor: 531	LEAGUE OF MINNESOTA CITIES			Check Sequence: 14	ACH Enabled: False
2023-Mayor Dues	2023 - Mayors Association Membership - Jennifi	30.00	09/11/2023	101-11-4433-0000	
388825	2023 - Membership Dues	8,853.00	09/11/2023	101-11-4433-0000	
	Check Total:	8,883.00			
Vendor: UB*00560	Maria S. Grams Revocable Living Trust			Check Sequence: 15	ACH Enabled: False
	Refund Check 009134-000, 4965 Kensington G;	1.93	09/11/2023	601-00-2010-0000	
	Refund Check 009134-000, 4965 Kensington G;	10.63	09/11/2023	631-00-2010-0000	
	Refund Check 009134-000, 4965 Kensington G;	14.54	09/11/2023	621-00-2010-0000	
	Check Total:	27.10			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 16	ACH Enabled: True
1162036	Monthly Waste Water Svc	96,842.75	09/11/2023	611-00-4385-0000	
	Check Total:	96,842.75			
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 17	ACH Enabled: True
80119	Newsletter Postages	629.29	09/11/2023	101-13-4208-0000	
80119	Newsletter Svc	493.92	09/11/2023	101-13-4400-0000	
	Check Total:	1,123.21			
Vendor: 287	MIDWEST OVERHEAD CRANE CORP			Check Sequence: 18	ACH Enabled: True
126150	Building/Equipment Lift Inspections	700.98	09/11/2023	101-32-4223-0000	
	Check Total:	700.98			
Vendor: 886	MINNESOTA BUREAU OF CRIMINAL APPREHENSION			Check Sequence: 19	ACH Enabled: False
Crossfield-2023	Background Check - janelle Crossfield	33.25	09/11/2023	201-00-4440-0000	
Gabe Miller2023	Background Check - Gabe Miller	33.25	09/11/2023	201-00-4440-0000	
	Check Total:	66.50			
Vendor: 305	MNSPECT, LLC			Check Sequence: 20	ACH Enabled: False
0103964-IN	Inspection Services	1,193.40	09/11/2023	101-24-4400-0000	
	Check Total:	1,193.40			
Vendor: 1149	NEW LOOK CONTRACTING, INC.			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PV#4-BBR-S&U	PV#4- Birch Bluff Road - Street & Utility Impro	623,238.00	09/11/2023	414-00-4680-0000	
	Check Total:	623,238.00			
Vendor: 313 August-2023	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	110.04	09/11/2023	Check Sequence: 22 101-15-4331-0000	ACH Enabled: True
	Check Total:	110.04			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 23	ACH Enabled: True
1601528	Cathcart Park-26655 W.- 62nd St	77.22	09/11/2023	101-52-4400-0000	
1601529	Freeman Park-6000 Eureka Rd	421.20	09/11/2023	101-52-4400-0000	
1601530	Silverwood Pk-5755 Covington R	77.22	09/11/2023	101-52-4400-0000	
1601531	South Shore-5355 St Albans Bay	77.22	09/11/2023	101-52-4400-0000	
1601532	Christmas Lk Rd-5625 Merry Ln	269.10	09/11/2023	101-52-4400-0000	
	Check Total:	921.96			
Vendor: UB*00563	PTO Management Company			Check Sequence: 24	ACH Enabled: False
	Refund Check 009600-000, 24650 Wiltsey Ln	80.77	09/11/2023	611-00-2010-0000	
	Refund Check 009600-000, 24650 Wiltsey Ln	34.61	09/11/2023	631-00-2010-0000	
	Refund Check 009600-000, 24650 Wiltsey Ln	34.62	09/11/2023	621-00-2010-0000	
	Check Total:	150.00			
Vendor: 346 23009518	SAFETY SIGNS Signal Rental-Timber Lane	184.60	09/11/2023	Check Sequence: 25 101-32-4410-0000	ACH Enabled: False
	Check Total:	184.60			
Vendor: 355 155477	SHRED-N-GO INC Shredded Svc	71.89	09/11/2023	Check Sequence: 26 101-19-4400-0000	ACH Enabled: False
	Check Total:	71.89			
Vendor: 1181 90106 90107	SPLIT ROCK MANAGEMENT, INC. Custodial Service-CH Building Custodial Service-PW's Building	487.00 369.00	09/11/2023 09/11/2023	Check Sequence: 27 101-19-4400-0000 101-32-4400-0000	ACH Enabled: True
	Check Total:	856.00			
Vendor: 1319 08-31-2023	TAFSTETTINIUS & HOLLISTER LLP 2023A Bonds-General Obligation Street Reconst	15,000.00	09/11/2023	Check Sequence: 28 404-00-4730-0000	ACH Enabled: True

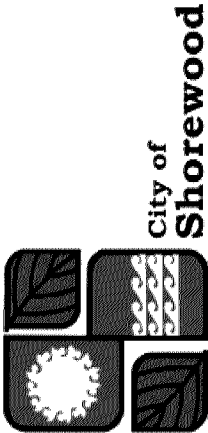
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1194 149040 149040	Check Total:	15,000.00			
	THE McDOWELL AGENCY, INC.				ACH Enabled: False
	Background Check: Stacie Marie Field	85.00	09/11/2023	Check Sequence: 29 201-00-4400-0000	
	Background Check: Gabe Ryan Miller	85.00	09/11/2023	201-00-4400-0000	
Vendor: 694 M28520 M28521	Check Total:	170.00			
	TIMESAVER OFF SITE SECRETARIAL, INC.				ACH Enabled: True
	Council Meeting	587.00	09/11/2023	Check Sequence: 30 101-13-4400-0000	
	Park Meeting	272.25	09/11/2023	101-53-4400-0000	
Vendor: 386 19574	Check Total:	859.25			
	TWIN CITY WATER CLINIC				ACH Enabled: True
	Monthly Water Testing	150.00	09/11/2023	Check Sequence: 31 601-00-4400-0000	
	Check Total:	150.00			
Vendor: 391 7031524	US BANK - CORPORATE TRUST SERVICES				ACH Enabled: True
	Acct#0103911NS-Series 2020A	500.00	09/11/2023	Check Sequence: 32 320-00-4720-0000	Acct#0103911NS-Series 2020A
	Check Total:	500.00			
	VALLEY-RICH CO. INC.				ACH Enabled: False
Vendor: 392 32379	Watermain Break-5910 Covington Road	3,580.48	09/11/2023	Check Sequence: 33 601-00-4400-0000	
	Check Total:	3,580.48			
	WARNER CONNECT				ACH Enabled: True
	Network Maint Services-October Svc	5,240.05	09/11/2023	Check Sequence: 34 101-19-4321-0000	
Vendor: 415 29941746 29941783	Network Maint Services	472.50	09/11/2023	101-19-4321-0000	
	Check Total:	5,712.55			
	Mathew & Heather Warzecha				ACH Enabled: False
	Refund Check 008207-000, 193320 Vine Ridge F	78.95	09/11/2023	Check Sequence: 35 601-00-2010-0000	
Vendor: UB*00558 William & Rosemary Wesmann	Refund Check 008207-000, 193320 Vine Ridge F	92.10	09/11/2023	611-00-2010-0000	
	Refund Check 008207-000, 193320 Vine Ridge F	39.48	09/11/2023	631-00-2010-0000	
	Refund Check 008207-000, 193320 Vine Ridge F	39.47	09/11/2023	621-00-2010-0000	
	Check Total:	250.00			
Vendor: UB*00558 William & Rosemary Wesmann	William & Rosemary Wesmann			Check Sequence: 36	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check 005508-000, 27000 Noble Rd	41.29	09/11/2023	601-00-2010-0000	
	Refund Check 005508-000, 27000 Noble Rd	75.44	09/11/2023	611-00-2010-0000	
	Refund Check 005508-000, 27000 Noble Rd	36.83	09/11/2023	631-00-2010-0000	
	Refund Check 005508-000, 27000 Noble Rd	46.44	09/11/2023	621-00-2010-0000	
	Check Total:	200.00			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 37	ACH Enabled: True
291715	Road Maint	777.48	09/11/2023	101-32-4250-0000	
291911	Road Maint	313.41	09/11/2023	101-32-4250-0000	
292000	Road Maint	2,958.33	09/11/2023	101-32-4250-0000	
292161	Road Maint	1,467.54	09/11/2023	101-32-4250-0000	
	Check Total:	5,516.76			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 38	ACH Enabled: True
842124145	24253 Smithtown Rd	1,004.74	09/11/2023	601-00-4395-0000	24253 Smithtown Rd
842136895	5735 Country Club Rd	1,125.95	09/11/2023	201-00-4380-0000	5735 Country Club Rd
842153608	5755 Country Club Rd	107.63	09/11/2023	101-19-4380-0000	5755 Country Club Rd
842487559	5700 County Rd 19	50.61	09/11/2023	101-32-4399-0000	5700 County Rd 19
842487559	5700 County Rd 19 - Unit Light	243.93	09/11/2023	101-32-4399-0000	5700 County Rd 19 - Unit Light
842562727	28125 Boulder Bridge Drive	4,481.80	09/11/2023	601-00-4396-0000	28125 Boulder Bridge Drive
842617713	4931 Shady Island Road	23.50	09/11/2023	611-00-4380-0000	4931 Shady Island Road
	Check Total:	7,038.16			
Vendor: 414	ZIEGLER INC			Check Sequence: 39	ACH Enabled: True
IN001137742	Skid Steer Loader Snow Pusher 10' & CAT Snow	14,987.78	09/11/2023	403-00-4640-0000	
	Check Total:	14,987.78			
	Total for Check Run:	796,901.50			
	Total of Number of Checks:	39			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 09/06/2023 - 4:00PM
Batch: 00002.09.2023 - AP-09-11-2023-Drew



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 247	DREW KRIESEL			Check Sequence: 1	ACH Enabled: False
August-2023	Building Maint. Services	568.00	09/11/2023	201-00-4400-0000	
August-2023	Building General Supplies Exp	105.98	09/11/2023	201-00-4245-0000	
August-2023	Events Program/Class Services	1,720.00	09/11/2023	201-00-4248-0000	
	Check Total:	2,393.98			
	Total for Check Run:	2,393.98			
	Total of Number of Checks:	1			



City of Shorewood Council Meeting Item

Title/Subject: Resolution Accepting Donation for Oktoberfest
Meeting Date: September 11, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Resolution

2D

MEETING
TYPE
Regular
Meeting

Policy Consideration: Pursuant to Minnesota State Statutes sections §465.03 and §471.17 all donations or gifts of real and personal property, including donations for the benefit of public recreational services, must be accepted by the city council.

Background: Lake Fellowship Unitarian Universalists are providing volunteers and sponsoring Oktoberfest at the bronze level with a donation of \$100.

<u>Name of Donor</u>	<u>Amount/Item</u>
Lake Fellowship Unitarian Universalists	\$100

Financial Considerations: The donation will offset event expenses.

Action Requested: Motion to approve the resolution accepting the donation as stated in the attached resolution. Motion, second and four affirmative votes required.

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

RESOLUTION 23-093

**A RESOLUTION ACCEPTING DONATION TO THE
CITY OF SHOREWOOD 2023**

WHEREAS, the City of Shorewood is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and is authorized to accept gifts for the benefit of their public recreational services pursuant to Minnesota Statutes section 471.17; and

WHEREAS, the following persons and entities have offered to contribute a donation as set forth below to the city:

<u>Name of Donor</u>	<u>Amount/Item</u>
Lake Fellowship Unitarian Universalists	\$100

WHEREAS, the terms or conditions of the donations are to be used for the 2023 Oktoberfest event; and

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

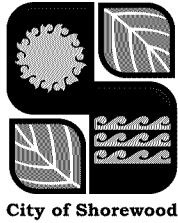
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Shorewood, Minnesota this 11th day of September 2023.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Contractor Agreement with MK Music DBA Bach to Rock
Meeting Date: Monday, September 11, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Mark Nevinski, City Administrator
Attachments: Parks and Recreation Independent Contractor Agreement

Item 5A

Background:

Bach to Rock specializes in music lessons for kids, teens and adults. Instructors used a tried-and-true method to teach students to play the music they enjoy most allowing students to learn more quickly, have fun and gain confidence in their abilities. Staff is working with Bach to Rock to provide a small variety of programs for pre-k and ages 7-14. Programs will take place at the Bach to Rock School in Minnetonka just Northeast of Country Road 101 and Hwy 7.

Approval of the agreement includes any future addenda executed between the contractor and Parks and Recreation Director through Spring of 2024. Addenda outlines program logistics such as location, dates, times, program fees and no class days, and program descriptions.

Financial or Budget Considerations: There will be an 80/20 percent split of revenue.

Action Requested:

Motion to approve the independent contractor agreement with Bach to Rock. A simple majority vote is required.



City of Shorewood

Independent Contractor Agreement

Parties and terms

This agreement is by and between the City of Shorewood (City) and MK Music DBA Bach to Rock (Contractor). This agreement is in effect from September 11, 2023 until August 31, 2024.

Services to be performed

The Contractor will perform the services outlined as an addendum to this agreement. By signing the addendum the contractor agrees to terms indicated including dates, times and payment agreement.

Independent contractor

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

The Contractor will be responsible for the hiring, training, supervision and conduct of any staff utilized in the above listed services. ***All staff, working directly with children, are subject to background checks. All background checks must be completed prior to the start of the above listed services. Proof that background checks are conducted by the Contractor must be provided to the City in the form of an official letter. *If the Contractor does not provide for background checks, the City will perform background checks for the Contractor and any staff utilized in the above listed services. Any service fees incurred for the background checks will be billed to the Contractor***

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

Concussion Law

The Contractor must be in compliance with the new Minnesota state law (Chapter 90 – SF 612/HF 905) that took effect September 1, 2011. This law sets into place policies and standards for educating youth athletes, parents, and coaches on the topic of head concussions. In accordance with the new law, the Contractor must provide information to all participating coaches, officials, youth athletes, and the athletes' parents or guardians about the nature and risks of concussions. As well, all coaches and/or officials employed by the Contractor are required to receive online training on the nature and risks of concussions (www.cdc.gov/concussion). The training must be repeated every three years.

Compensation

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

Business Expenses

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

Insurance

The Contractor and its subcontractors shall secure, maintain and furnish the City with proof of the following insurance:

- a) Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$2,000,000 general aggregate. The City shall be named as an additional insured and be provided with a copy of the Certificate of Liability.
- b) Worker's Compensation insurance. *[Required if employing staff]*.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident. *[Required if transporting participants]*.

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

Waiver

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

Hold harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, agents or employees of subcontractors, in the performance of this contract or by reason of the failure of the contractor to fully perform, in any respect, all of its obligations under this contract.

Compliance with statutes

The Contractor shall abide by all laws that govern the City and by the policies of the City, including but not limited to the Data Practices Act, records retention guidelines, non-discrimination and disability accommodation laws and guidelines.

Data practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any requests from third parties for information relating to this agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

Audits

The Contractor agrees that the City, its Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this agreement.

Applicable law

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

Termination, cancellation and default

Either party to this agreement may terminate this agreement upon thirty (30) days written notice, except that if the Contractor fails to fulfill its obligations under this agreement in a proper and timely manner, or otherwise violates the terms of this agreement, the City shall have the right to immediately suspend the contracted services and to then terminate this agreement, if the Contractor has not cured the default upon written notice.

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

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

Modification or amendment

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

Entire understanding

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

Unenforceability of provisions

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

In witness whereof the undersigned have executed this Agreement as of the day and year first written above;

Services Provided by the Contractor

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

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

Services Provided by the City

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

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

The City will be responsible for providing a class list to the Contractor, 1 week prior to the start date of the above listed services. All class lists will remain the property of the City (please see the Data practices section of the Contract Agreement).

*Severe weather policy: in the event of severe weather, the City and the Contractor will make a determination on whether or not to cancel the above listed services for that day. If the above listed services are cancelled, a refund will be provided to the participants or a makeup date will be scheduled. If a refund is provided, contract fees will be adjusted accordingly.

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

Service Suspension and Cancellation

1. If a contracted service fails to meet the required minimum number of participants, the service will be cancelled at no penalty to either the Contractor or the City.
2. If at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a participant, the City shall have the right to immediately suspend services until the issue has been resolved or the contract terminated (see Termination and Default section of the Independent Contractor Agreement).

Offsite Programs

The contractor agrees to provide the City with a copy of Certificate of Liability for services offered off of city property. The City does not need to be listed as an additional insured.

Service Addendum

A service addendum will be sent each program catalog indicating service details including class schedule and pay arrangement. The Contractor agrees to review, sign and return the addendum before services are provided.

City of Shorewood

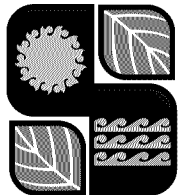
By: _____

Its: _____

Contractor:

Name of Contractor

Signed: _____



City of Shorewood

City Council Meeting Item

Title/Subject: Contractor Agreement with Eezy Experience Education
DBA Snapology

Meeting Date: Monday, September 11, 2023

Prepared by: Janelle Crossfield, Parks and Recreation Director

Reviewed by: Mark Nevinski, City Administrator

Attachments: Parks and Recreation Independent Contractor Agreement
Contract Addendum

Item 5B

Background:

Snapology's STEAM programs teach through building using LEGO® bricks, K'Nex and technology, making learning fun! The use an approach of actively designing, creating, interacting and inventing. Activities encourage social skills and teamwork while teaching science, technology, engineering, art, math and literacy concepts. Staff is coordinating with Snapology for caregiver and child programs as well as afterschool programs. Daytime programs will be held at Eddy's station while afterschool programs will be held at the Shorewood Community and Event Center.

Approval of the agreement includes any future addenda executed between the contractor and Parks and Recreation Director through Spring of 2024. Addenda outlines program logistics such as location, dates, times, program fees and no class days, and program descriptions.

Financial or Budget Considerations: There will be an 80/20 percent split of revenue.

Action Requested:

Motion to approve the independent contractor agreement with Snapology. A simple majority vote is required.



City of Shorewood

Independent Contractor Agreement

Parties and terms

This agreement is by and between the City of Shorewood (City) and Eezy Experience Education LLC DBA

Snapology of Plymouth (Contractor). This agreement is in effect from September 11, 2023 until August 31, 2024.

Services to be performed

The Contractor will perform the services outlined as an addendum to this agreement. By signing the addendum, the contractor agrees to terms indicated including dates, times, and payment agreement.

Independent contractor

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

The Contractor will be responsible for the hiring, training, supervision and conduct of any staff utilized in the above listed services. ***All staff, working directly with children, are subject to background checks. All background checks must be completed prior to the start of the above listed services. Proof that background checks are conducted by the Contractor must be provided to the City in the form of an official letter. *If the Contractor does not provide for background checks, the City will perform background checks for the Contractor and any staff utilized in the above listed services. Any service fees incurred for the background checks will be billed to the Contractor***

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

Concussion Law

The Contractor must be in compliance with the new Minnesota state law (Chapter 90 – SF 612/HF 905) that took effect September 1, 2011. This law sets into place policies and standards for educating youth athletes, parents, and coaches on the topic of head concussions. In accordance with the new law, the Contractor must provide information to all participating coaches, officials, youth athletes, and the athletes' parents or guardians about the nature and risks of concussions. As well, all coaches and/or officials employed by the Contractor are required to receive online training on the nature and risks of concussions (www.cdc.gov/concussion). The training must be repeated every three years.

Compensation

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

Business Expenses

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

Insurance

The Contractor and its subcontractors shall secure, maintain and furnish the City with proof of the following insurance:

- a) Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$2,000,000 general aggregate. The City shall be named as an additional insured and be provided with a copy of the Certificate of Liability.
- b) Worker's Compensation insurance. *[Required if employing staff]*.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident. *[Required if transporting participants]*.

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

Waiver

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

Hold harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, agents or employees of subcontractors, in the performance of this contract or by reason of the failure of the contractor to fully perform, in any respect, all of its obligations under this contract.

Compliance with statutes

The Contractor shall abide by all laws that govern the City and by the policies of the City, including but not limited to the Data Practices Act, records retention guidelines, non-discrimination and disability accommodation laws and guidelines.

Data practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any requests from third parties for information relating to this agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

Audits

The Contractor agrees that the City, its Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this agreement.

Applicable law

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

Termination, cancellation and default

Either party to this agreement may terminate this agreement upon thirty (30) days written notice, except that if the Contractor fails to fulfill its obligations under this agreement in a proper and timely manner, or otherwise violates the terms of this agreement, the City shall have the right to immediately suspend the contracted services and to then terminate this agreement, if the Contractor has not cured the default upon written notice.

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A service addendum will be sent each program catalog indicating service details including class schedule and pay arrangement. The Contractor agrees to review, sign and return the addendum before services are provided.

City of Shorewood

By: _____

Its: _____

Contractor:

Tanja Kaiser-Huiras

Name of Contractor

Signed: Tanja Kaiser-Huiras

**Summary of Program:****Name of School/Rec Center/Organization:** City of Shorewood**Address:** Freeman Park – Eddy’s Station Building: 6000 Eureka Rd

Shorewood Community and Event Center: 5735 Country Club Rd

Contact Name, Contact Phone, Contact email:

Janelle Crossfield 952-960-7925 jcrossfield@ci.shorewood.mn.us

Name of Snapology Program to be offered: Snapology STEAM program**Start Date:** October 30th, 2023 **End Date:** May 20th, 2024**Day of the week:** Mondays- 4-week sessions**Minimum Class Size:** 6 **Maximum Class Size:** 20**Enrollment Fee:** \$80 a person per class session**Enrollment Deadline Date:** 7 days prior

Fitness to Participate: Organization has no knowledge of any reason the enrollees cannot participate in physical or academic activities. Organization agrees to furnish Snapology with an enrollee roster, including student names, grades and any known learning disabilities or mental conditions.

Payment Policy: Organization agrees to pay the entire Enrollment Fee listed above.

Class Size Change Policy: Organization agrees to inform Snapology immediately if the maximum class size is exceeded to determine if a second class can be added or if students will need to be turned away. Organization understands that late enrollees will pay a prorated amount.



City of Shorewood

City Council Meeting Item

Title/Subject: Comprehensive Plan Amendment for Lake Park Villas
Meeting Date: September 11, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Planning Commission memo
Resolution (for Comprehensive Plan Amendment)

Item
6A

Background:

Location: 24250 Smithtown Road
Applicant: City of Shorewood
Review Deadline: NA

The City has submitted a request to amend the city's land use plan (part of the Shorewood 2040 Comprehensive Plan) for property located at 24250 Smithtown Road. The amendment would re-guide the property from Medium Density Residential to Low-to-Medium Density Residential to accommodate the Lake Park Villas development. The Planning Commission memo is attached for more information.

The request for a comprehensive plan amendment was reviewed by the Planning Commission at their September 5, 2023 meeting. The Commission voted unanimously to recommend approval of the amendment.

Summary of Public Engagement: Notice of the public hearing for the comprehensive plan amendment was published in the official paper and sent to all property owners within 750 feet of the property. One resident requested to speak and asked if commercial land uses were considered instead of the townhouses proposed. Staff and the Planning Commission both addressed the question by providing some history of the Smithtown Road redevelopment study and the selection of this parcel for medium density residential based on the requirement by the Metropolitan Council to provide areas where 55 units could be added to the city at a density of 5 units per acre or greater.

Financial or Budget Considerations: Developers are required to pay utility connection fees and park dedication and pay for constructing the streets, stormwater facilities and other utilities.

Action Requested: Staff and the Planning Commission recommend approval of the request to amend the comprehensive plan by re-guiding the property from Medium Density Residential to Low-to-Medium Density Residential.

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.*

S:\Planning\Planning Files\Applications\2023 Cases\Lake Park Villas CPA 24250 Smithtown Road\Council Memo.docx

Proposed motion: Move to adopt the attached resolution approving the comprehensive plan amendment and amend the Land Use Plan from Medium Density to Low-to-Medium Density Residential for Lake Park Villas at 24250 Smithtown Lane.

Any action on the amendment would require a majority of the entire Council (3/5).

Next Steps: Once approved, staff will forward the request to the Metropolitan Council so that they may complete their review of the amendment.



Planning Commission Meeting Item

Title/Subject: Comprehensive Plan Amendment from Medium Density to Low-to-Medium Density
Meeting Date: September 5, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Location Map
Site and Landscape Plan

APPLICANT: City of Shorewood
LOCATION: 24250 Smithtown Road
REVIEW DEADLINE: NA
COMPREHENSIVE PLAN: Medium Density
ZONING: PUD (Planned Unit Development)
FILE NO.: 23.10

REQUEST

The City of Shorewood proposes to re-guide the subject property from Medium Density to Low-to-Medium Density to be consistent with the approved development of Lake Park Villas.



Notice of the application was published in the official newspaper at least 10 days prior to the meeting and mailed notice was sent to all property owners within 750 feet of the subject property. Prior to review by the Metropolitan Council, the application will also be noticed to all surrounding jurisdictions as required by statute.

BACKGROUND

Development Information: The city has approved the following for the development called Lake Park Villas:

- A rezoning from R-2A to PUD
- A preliminary and final plat
- A PUD Concept, Development and Final Stage plan

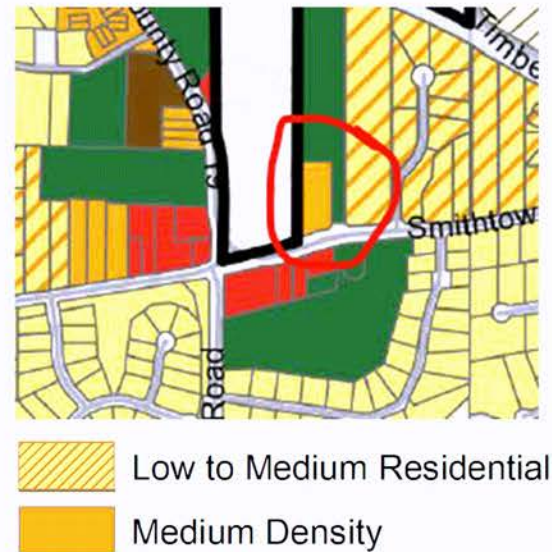
The development consists of 11 dwellings, seven on the property at 24250 Smithtown Road (Shorewood) and four dwellings on property at 24320 Smithtown Road (Tonka Bay). This application is for the Shorewood property. The City of Tonka Bay has also had a series of approvals for the portion of the development in Tonka Bay.

PROPOSAL

The city is proposing this amendment to bring the city's new comprehensive plan into conformance with the approved development.

During the review of the project, the Commission and City Council made several findings on why the development is more consistent with the neighborhood:

- The lower density development would provide a transition from the residential development that is guided and approved on the site to the public works facility to the north.
- The site is significantly higher than the adjacent properties and the lower units proposed would blend better into the neighborhood than taller row-style townhouses or an apartment building.



Density:

The existing medium density classification allows six to eight units per acre. The development was approved on this site with less density because of specific site conditions (the higher elevation) and the need for the additional transition/buffer space to the property to the north, which reduced the number of units that could be provided. The development has an overall density of 4.9 units per acre. The Low-to-Medium residential density classification allows three to six units per acre and would be consistent with the development.

Transition: The developer removed a dwelling from the project in order to provide a greater landscaped transition between the homes and the north property line.

The Comprehensive Plan supports this re-guiding and the reduction of units in several places in the policy plan chapter. One of the listed goals is:

The land use plan shall promote harmonious relationships between various land uses ... through proper development and application of transitions between different land uses.

The accompanying objective says that: *community planning and development is to consider the impact to surrounding neighbors, neighborhoods, and cities and mitigate the impact with transitions where possible.*

The Comprehensive Plan also includes two policies, which include:

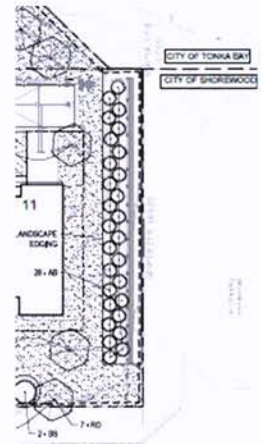
- protecting residential development from and located away from sources of adverse environmental impacts including noise, air and visual pollution
- transitions between distinctly differing types of land uses shall be accomplished which does not create a negative impact on adjoining developments

The extra distance (40 feet instead of 10 feet) proposed for the northerly unit allows more room to provide a greater buffer and absorb the grade change between the two properties with a retaining wall, large privacy fence and a row of trees planted in a sawtooth fashion between the two properties. (See graphic from landscaping plan to the right.) The future residents will be better protected from 24-hour activity at the public works facility with this change.

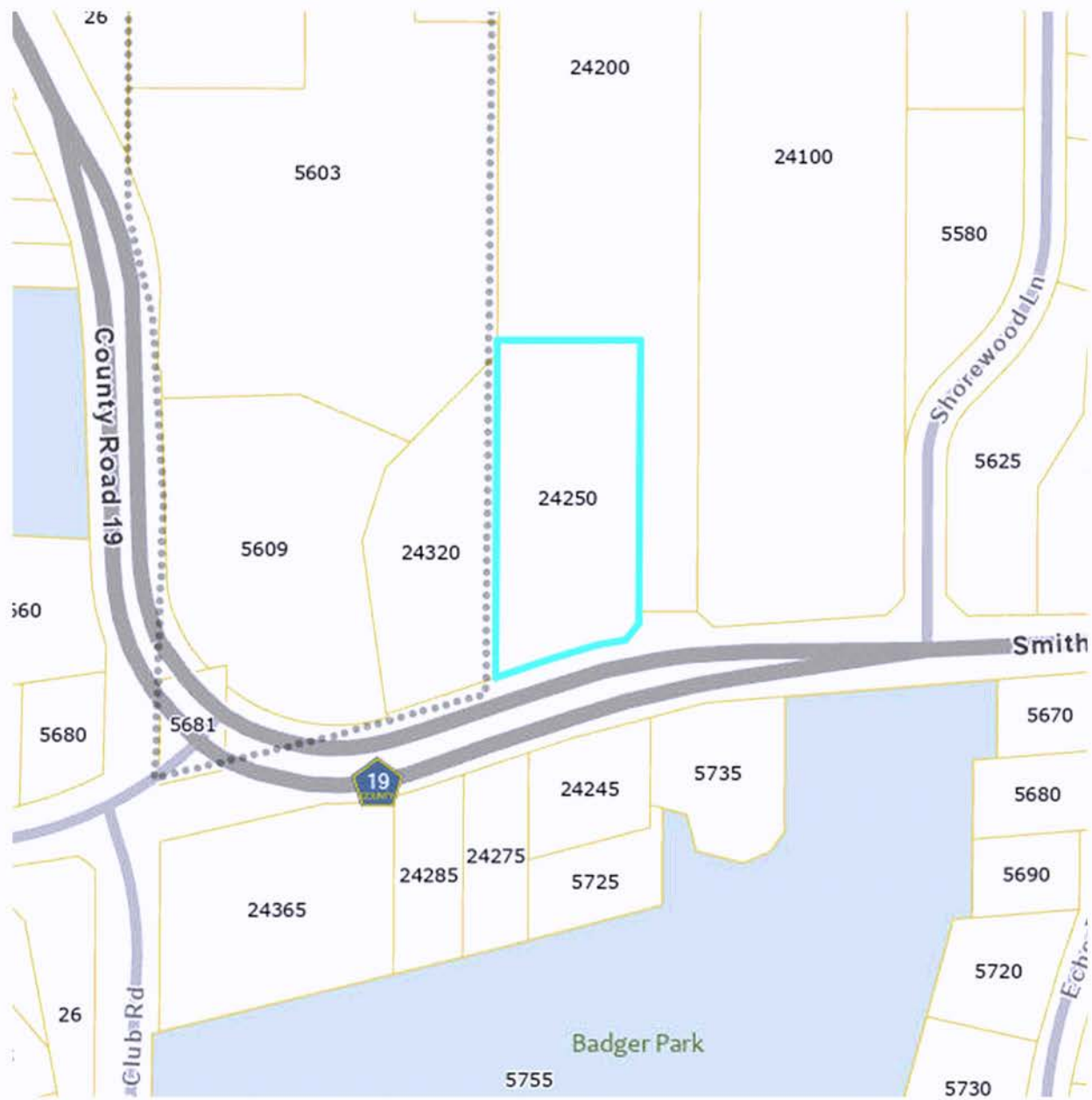
RECOMMENDATION:

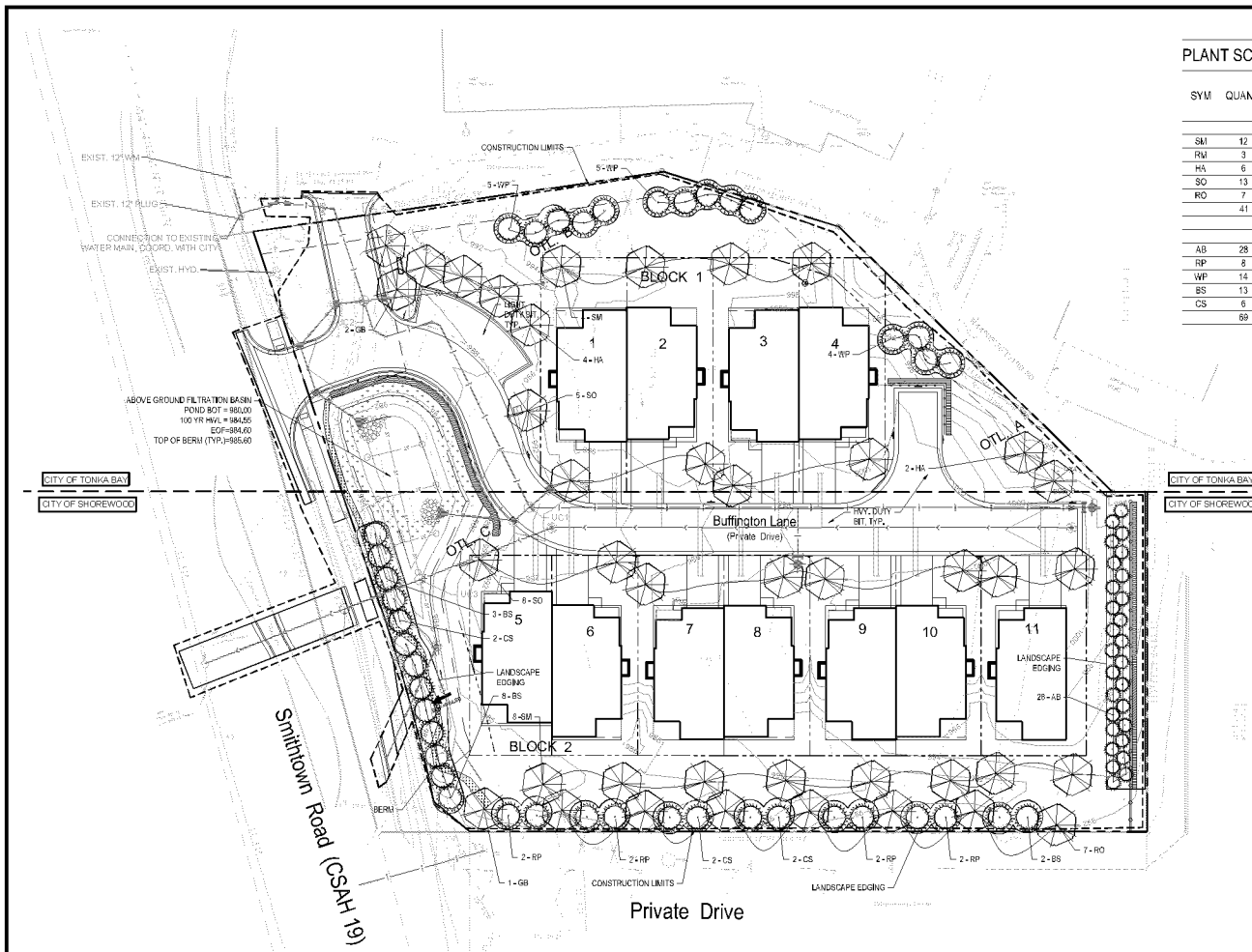
Staff recommends approval of the request for a Comprehensive Plan amendment.

If the request is approved, staff would submit the request to the Metropolitan Council for their review.



24250 Smithtown Road Location Map





PLANT SCHEDULE - ENTIRE SITE

SYM	QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	COMMENTS
DECIDUOUS TREES						
SM	12	SUGAR MAPLE	Acer saccharum	3.0" CAL.	B&B	STRAIGHT LEADER, FULL FORM
RM	3	PRESIDENTIAL GOLD GINKGO	Ginkgo biloba "The President"	3.0" CAL.	B&B	STRAIGHT LEADER, FULL FORM
HA	6	HACKBERRY	Celastrus occidentalis	3.0" CAL.	B&B	STRAIGHT LEADER, FULL FORM
SO	13	SWAMP WHITE OAK	Quercus bicolor	3.0" CAL.	B&B	STRAIGHT LEADER, FULL FORM
RO	7	RED OAK	Quercus rubrum	3.0" CAL.	B&B	STRAIGHT LEADER, FULL FORM
41	TOTAL DECIDUOUS TREES					
EVERGREEN TREES						
AB	28	TECHNY ARBORVITAE	Thuja occidentalis	8" H.	B&B	STRAIGHT LEADER, FULL FORM
RP	8	RED PINE	Pinus resinosa	6" H.	B&B	STRAIGHT LEADER, FULL FORM
WP	14	WHITE PINE	Pinus strobus	6" H.	B&B	STRAIGHT LEADER, FULL FORM
BS	13	BLACK HILLS SPRUCE	Picea glauca "Densata"	6" H.	B&B	STRAIGHT LEADER, FULL FORM
CS	6	COLORADO SPRUCE	Picea pungens "Glauca"	6" H.	B&B	STRAIGHT LEADER, FULL FORM
69	TOTAL EVERGREEN TREES					

LANDSCAPE NOTES:

- WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED - SEE SCHEDULE BELOW
- ALL TREES SHALL BE MULCHED TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE, ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK, SEE MULCH SCHEDULE BELOW.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLEMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION, CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE SCHEDULE SHALL GOVERN AND CONTRACTOR SHALL RECONCILE BETWEEN THE TWO BEFORE INSTALLATION.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER TOPSOIL AND SOO AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES. LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER PRIOR TO INSTALLATION.

LEGEND

- PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- LAWN - SOO
- SEED TYPE 1 - MNDOT 34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)



LAKE PARK VILLAS

Tonka Bay & Shorewood, Minnesota 55331

TSML PROPERTIES, LLC

10014 ORLEANS LANE N., MAPLE GROVE, MN 55369

PROJECT

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kevin Teppen
KEVIN TEPPEN
DATE: 07-26-23 LICENSE NO.: 28990

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
07-26-2023	ISSUE FOR CITY OF SHOREWOOD
08-21-2023	CITY APPROVAL
09-20-2023	ISSUE FOR CITY OF TONKA BAY
10-20-2023	CITY APPROVAL
11-20-2023	ISSUE FOR CITY OF TONKA BAY
12-20-2023	CITY APPROVAL
01-20-2024	ISSUE FOR CITY OF TONKA BAY
02-20-2024	CITY APPROVAL

DRAWN BY: M.N. REVIEWED BY: J.B.
PROJECT NUMBER: 22027

REVISION SUMMARY	
DATE	DESCRIPTION
7-26-23	CITY COMMENTS

LANDSCAPE PLAN

L1.0

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

RESOLUTION 23-094

**A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR THE PROPERTY
LOCATED AT 24250 SMITHTOWN ROAD**

WHEREAS, the City of Shorewood (Applicant), has submitted a request for a comprehensive plan amendment to alter the 2040 Comprehensive Plan's Land Use Plan from medium density residential to low-to-medium density residential (Request) for the property legally described as:

That part of Lot 3, Auditor's Subdivision Number One Hundred Thirty-Three (133), Hennepin County, Minnesota, lying east of the west 220.82 feet of Lot 3; and lying southerly and westerly of the following described line A:

Line A: Beginning at a point on the east line of the west 220.82 feet of Lot 3 a distance of 430 feet north of the northerly boundary of County Road 19; thence east at right angles to a point distance 70 feet west of the east line of Lot 3; thence south parallel to the east line of Lot 3 to the northly boundary of County Road 19 and there terminating. (Property) And,

WHEREAS, the Request has been submitted in the manner required for the development of land under the Shorewood City Code and under Chapter 462 of Minnesota Statutes, and all proceedings have been duly consistent thereunder; and,

WHEREAS, said Request is consistent in the manner of amendments to the Shorewood Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and the City Code of the City of Shorewood for the approval of such a request.

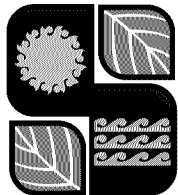
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the Request for the Property is approved , subject to the required review by the Metropolitan Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of September, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood

Item
8A

City Council Meeting Item

Title/Subject: Approve Compensation Study/Market Analysis and Pay Grid Calibration
Meeting Date: September 11, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: David Drown Associates Final Report Summary
Resolution 23-095

Background

At the council/staff retreat in February of 2023, the Council discussed completing a full compensation study to ensure the City's compensation structure is competitive in the current market. On May 22 the city council approved a contract with DDA Human Resources, Inc. which included 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.

The information resulting from the Comp Study/Market Analysis and Pay Grid Calibration process helps the Council develop a compensation structure that is market competitive, establish its pay philosophy relative to the market, help avoid wage compression, and ensure compliance with State pay equity requirements which will provide a structure that supports retaining valuable and tenured staff and attracting high-level talent in a difficult job market. Shorewood was benchmarked against similar communities.

Final recommendations, including policies and guidelines, will be presented to the Council this evening by Dr. Tessia Melvin of David Drown Associates. In her presentation, Dr. Melvin will review the market analysis process and how market wage data was collected for the study. She will explain how a market competitive compensation structure was determined from that data and will explain how the plan could then be implemented by the city.

Dr. Melvin will explain that during the preliminary analysis, DDA identified some inconsistent pay grades with the pay equity points and in turn used the Job Evaluation Tool (JET) to reclassify those positions identified. Those positions are identified in the attached report.

Dr. Melvin will explain the market analysis process of looking at similar job positions and wage ranges that are most like benchmark communities and applying a Positive (+) or Negative (-) figure to each position indicating that the City pays either above or below the market. She will explain the guidelines when considering whether the city is aligned with the market. She will explain that the market average is no longer the average but that to retain good employees and recruit new ones, even a competitive strategy in the market is no longer enough. DDA is seeing

customers with a 5-20% above market pay philosophy. She will discuss the pay philosophy recommendations for the council to consider.

Dr. Melvin will review the city's current compensation structure and highlight the recommended recalibrated pay grid which includes the pay equity changes. She will review Pay Equity for the council. The recommended new pay grid includes an additional step and an additional grade and removed the first step. She will explain that adding the step will allow growth for the many Shorewood employees who have maxed out on the current pay structure and will allow future growth for other employees. An additional step was added as the City Administrator's position fell off the compensation structure without this addition and his future step increases are also based on the Pay Grid. The recommendation will put the city in a highly competitive pay philosophy.

Dr. Melvin will be available at the meeting to answer questions regarding the study and the recommendations.

The scope of work proposed in the contract did not include more in-depth work such as position analysis or job description re-writes. This work, however, was performed by internal Human Resources staff and received valuable input from all employees and department heads. All Shorewood job descriptions were updated during this process to reflect accurate job duties in a consistent format that aligns with the objectives and core values set forth by the city council.

The scope of the work does not include budgetary implementation scenarios, nor does it include annual on-going maintenance. Currently, this work is being performed by internal Finance staff in conjunction with Human Resources and the City Administrator. 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.

The market analysis process and the classification process performed by DDA revealed several positions that were either classified incorrectly or the position's job responsibilities were previously undervalued according to MN Pay Equity. Those six positions, representing seven Shorewood employees, have been reclassified and will be recommended to the new grade as presented in tonight's presentation. The initial reclassification is recommended to take effect on October 1, 2023. With the reclassification of these positions and for future reclassifications or classifications of new positions, DDA is recommending the city adopt a reclassification policy for placing these positions into the Pay Grid. The following are four options for performing this step of the process and for reclassifying positions in the future.

Please find below the financial impacts, advantages, and disadvantages of the proposed reclassification policies for the positions that have been reclassified. Staff is recommending Reclassification Policy Option 4 to be approved along with the Final Market Analysis/Pay Grid Calibration performed by DDA.

Reclassification Policy Option 1:

- ❖ Reclassify positions to the new grade into the nearest upgraded salary (no matter what step that is or how it differs from current step) in relation to their current salary.

Advantage: This is the least costly of all the options.

Disadvantage: This may cause senior employees to have equivalent salaries as newly hired employees regardless of the time spent in the position.

Financial Impact to 2023 Budget of approximately \$6,400

Reclassification Policy Option 2:

- ❖ Reclassify positions to the new grade into the step that corresponds with the employee's current step but in the new grade.

Advantage: This allows all employees to maintain their current step status.

Disadvantage: This is the most expensive of all options.

Financial Impact to 2023 Budget of approximately \$11,018

Reclassification Policy Option 3:

- ❖ Reclassify positions to the new grade into the nearest upgraded salary (as in Option 1) but allow those employees who have over 5 years of service an additional step increase to allow for seniority and experience to be paid at a higher rate than newly hired employees.

Advantage: This allows for a one-step increase in salary for senior employees who have developed the skillset and experience in the position over newly hired employees.

Disadvantage: Employees must attain the 5-year seniority mark before being considered for a higher rate of classification pay over newly hired employees.

Financial Impact to 2023 Budget of approximately \$8,106

Reclassification Policy Option 4:

- ❖ Reclassify positions to the new grade into the nearest upgraded salary but allow those employees who have over 3 years of service an additional step increase to allow for seniority and experience to be paid at a higher rate than newly hired employees.

Advantage: This allows for a one-step increase in salary for employees who have developed the skillset and experience in the position for at least 3 years over newly hired employees and represents a more employee-friendly policy and places a value on seniority and experience.

Disadvantage: Employees must attain the 3-year seniority mark before being considered for a higher rate of classification pay over newly hired employees.

Financial Impact to 2023 Budget of approximately \$9,015.

Process TimelineSeptember 11, 2023:

Council to review preliminary analysis, recommendations and consider final approval.

September 25, 2023:

Update Shorewood Personnel Policy/Employee Handbook to create a policy on placement into the grid based on reclassification.

October 1, 2023:

Implementation of reclassification of positions.

September to October 2023:

Employees to review classifications.

- Classification Appeal Process, if employees feel that their job description is missing something or warrants another review. DDA will review any appeals.

Upon Approval and Ongoing into January 2024:

Market Analysis and New Pay Grid Implementation.

Financial Considerations

The cost for the reclassification of positions to be implemented in 2023 proposed at \$9,015 will be funded from departmental budgets and reserves as necessary. The estimated cost for the market analysis and pay grid implementation proposed for January 1, 2024, of \$34,043 has been included in the proposed 2024 budget.

Action Requested

Motion to approve Resolution 23-095 Approving Shorewood Compensation Study/Market Analysis and Pay Grid Calibration and Reclassification Policy Option 4. A simple majority vote is required.

RE: Market Analysis Preliminary Report

Project Summary

The City of Shorewood contracted with DDA Human Resources to conduct a market analysis. The objectives were to:

- Collect market wage data.
- Develop a compensation structure that is market competitive.
- Identify an implementation plan.

Pay Equity

After our preliminary analysis of the market data, we identified some inconsistent pay grades with the pay equity points. DDA reviewed all jobs with the Job Evaluation Tool (JET) system to guarantee updated job classification. Though not part of the scope of the project DDA evaluated each position. Job classifications are determined by the following criteria:

- Qualifications
 - What level of education and experience is required?
- Decision Making
 - What level of decisions does this position make?
 - What is the impact of these decisions on the organization?
 - Does this position require leadership, make policy, establish strategy?
- Problem Solving
 - What is the nature of problem solving in this job?
 - Are problems technical, interpersonal, or managerial?
- Relationships
 - What are the internal and external working relationships?
 - Is team work required?
 - Is the job dealing with customers?
 - Is this job positioned to impact morale, culture and reputation?
- Effort
 - What level of mental and physical effort is required?
 - Is the job subject to physical and mental fatigue?
 - How frequently?
- Conditions/Hazards
 - What are the environmental working conditions?
 - Is the risk of injury or illness?
 - Is a lot of travel required?
 - Does the position involve demanding interactions with the public?

The following Classification changes are proposed:

Job	Current Grade	Proposed grade
Admin Asst.	5	7
Building Official	12	13

Rec Part Time	3	4
Park and Rec Director	11	13
City Clerk / HR	13	14
Administrator	19	20

DDA reviewed the classification of each position. Those positions that changed classification were based on some parts of the job description that was previously under-valued.

Benchmark Communities and Jobs

DDA partnered with the City to select a group of cities whom the city competes for talent and have one or more of the following criteria:

- Geographic Proximity
- Population Size
- Services Provided
- Entities you lose employees to
- Entities you recruit from
- Other factors include tax capacity, size of budget, number of employees, etc.

The following list was created

Albertville	Arden Hills
Dayton	Delano
Lake Elmo	Little Canada
Mahtomedi	Mendota Heights
Minnetrista	Mound
Mounds View	North Branch
North St. Paul	Oak Grove
Orono	Spring Lake Park
St. Anthony	Vadnais Heights
Victoria	Waconia
Wyoming	

The Council agreed to use Minnetonka as a spotlight community. Spotlight communities are cities or counties that, while you want to know what they are paying their employees, are not necessarily a good match for salary purposes because they are usually much larger. Including the data as a spotlight community allows the client to be aware of what some other cities or counties are paying without distorting the market data from similar communities to their own.

Market Analysis

For each position, we looked at similar job positions and wage ranges. Note that not all jobs have comparable jobs in other entities, so we begin to calibrate the pay structure at jobs that are most like benchmark communities.

- For each position the percentage difference has been calculated between the City's figure and the market.

- If the figure is:
 - Positive (+): Figure indicates that the City pays above the market
 - Negative (-): Figure indicates that the City pays below the market
- The following guidelines are used when determining the competitive nature of current actual compensation:
 - +/- 5% (Highly Aligned with the market)
 - +/- 10% (Aligned with the market)
 - +/- 11-15% (Possible misalignment with the market)
 - > 15% (Significant misalignment with the market)

***It should be noted that market average is no longer the average. In order to retain good employees and recruit ones, the City must review incentives to work. With the labor market being as volatile as it is right now, highly competitiveness is not enough. DDA is seeing customers with a 5-20% above market average pay philosophy.

Next Steps

- Council to review preliminary analysis and recommendations
- Employees to review classifications.
 - Classification Appeal Process, if employees feel that their job description is missing something or warrants another review.
 - DDA will review any appeals.
- Formal Council Approval
- Update Employee Handbook to create a policy on placement into the grid based on reclassification
- Implementation

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

RESOLUTION 23-095

**A RESOLUTION APPROVING SHOREWOOD COMPENSATION STUDY,
MARKET ANALYSIS AND PAY GRID CALIBRATION**

WHEREAS, at the annual council/staff retreat in February of 2023, the Council discussed completing a full compensation study to ensure the City's compensation structure is competitive in the current market; and

WHEREAS, on May 22, 2023, the city council approved a contract with DDA Human Resources, Inc. which included the following components: Market Analysis – collection of data from comparable organizations with similar positions and Pay Grid Calibration – review current structure and recommend adjustments or a replacement of the current grid; and

WHEREAS, the information resulting from the Comp Study/Market Analysis and Pay Grid Calibration process helps the Council develop a compensation structure that is market competitive, establish its pay philosophy relative to the market, help avoid wage compression, and ensure compliance with State pay equity requirements; and

WHEREAS, the final recommendations resulting from the study, including policies and guidelines, were presented to the Council at a meeting held on September 11, 2023, by Dr. Tessia Melvin of David Drown Associates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the City of Shorewood Compensation Study, Market Analysis, and Pay Grid Calibration and the policies as approved by the City Council.

ADOPTED by the City Council of the City of Shorewood this 11th day of September 2023

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk