

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 25, 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 September 11, 2023 Minutes
- B. City Council Regular Meeting Minutes of September 11, 2023 Minutes
- C. Approval of the Verified Claims List Claims List
- D. Approve Public Works Custodial Services Agreement Public Works Director Memo
- E. Approve SCEC Custodial Services Agreement Parks/Rec Director Memo
- F. Accept Donation for Oktoberfest 2023 Parks/Rec Director Memo
Resolution 23-099

G. Personnel Policy Updates

City Clerk/HR Director Memo
Resolution 23-096

H. Approve Right of Entry Agreement with Arvig

City Administrator Memo

I. Authorize Execution of Hennepin County Regional Rail Authority
Permit (HCRRA) for Freeman Park Trail Improvements

City Engineer Memo

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

4. REPORTS AND PRESENTATIONS

A. 2023 Tree Sales Update

Communications Coordinator Memo

5. PARKS

A. Parks Commission Update

Minutes

B. Emerald Ash Borer Treatments

Public Works Director Memo

6. PLANNING

A. Planning Commission Update

Minutes

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. 2024 Preliminary Budget and Levy

Finance Director Memo
Resolution 23-097

B. Website Proposals and Recommendations
Civic Plus Presentation Via Zoom

Communications Coordinator Memo

C. Approve Recruitment for LEO - Utility Lead Position

Public Works Director Memo

9. STAFF AND COUNCIL REPORTS

A. Staff

1. Newsletter Plan and Content Calendar

Communications Coordinator Memo

2. Website and Social Media Stats Report

Communications Coordinator Memo

B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, SEPTEMBER 11, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:30 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 5:30 P.M.

A. Roll Call

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

Absent: Councilmember Zerby

B. Review Agenda

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

2. 2024 BUDGET DISCUSSION

Finance Director Rigdon stated that the Council initially discussed the 2024 budget at their August 14, 2023 meeting where they identified areas that they could cut things back a bit in order to get the tax rate down. He stated that following additional review, staff was able to come up with \$101,728 of cuts from the initial budget which would change the rate from 10.6% down to 9.5%. He reviewed the personnel-related assumptions; General Fund revenues; property tax levy; taxable market value; tax capacity; City property taxes with market value increase; and reserves.

Councilmember Maddy asked if Finance Director Rigdon knew what the average or typical property value increase across the City was this past year. He stated that he would like to know what the average tax increase would look like to a homeowner.

Finance Director Rigdon stated that he does not know if that information is available yet but stated that he thinks they can infer that there will be an overall 10% increase. He noted that number would include new construction also, so for the average homeowner, it would probably be less than that and would guess it will be around 5%.

Councilmember Sanschagrin stated that the budget discussion generally focuses on the General Funds but noted that the Enterprise Funds were also part of the overall figures and asked if they would also discuss those this evening.

City Administrator Nevinski stated that they do need to get into the CIP and the Enterprise Funds and would recommend that the Council try to key in on Council priorities related to the General Fund and noted that staff has suggested some possible additional cuts for the second round of

CITY OF SHOREWOOD WORK SESSION COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 2 of 8

cuts some of which they think the Council should not move forward with. He stated that Finance Director Rigdon had included some options to lower the tax rate on page seventeen of the packet.

Mayor Labadie reminded the Council that they needed to have a hard stop time for this meeting by 6:45 p.m. and noted that she wanted to make sure that Council had a decent chunk of time available to discuss the CIP.

Councilmember Callies referenced page eleven of the packet regarding additional cuts by department that would result in an 8.7% increase and asked where details of those potential cuts were shown.

City Administrator Nevinski explained that there was narrative included in the packet on page twelve under 'Second Round of Cuts' and laid out in a spreadsheet on page sixteen of the packet.

Councilmember Callies stated that she knows there is always concern when there are double digit tax increases, but noted that she thinks it is important to look at what that actually amounts to in terms of numbers. She stated that she did not want to be so short-sighted this year that they end up just postponing projects, but would agree there appear to be some good areas for possible reductions. She asked about the second round of cuts proposed on page twelve for Administration regarding the possibility of moving from a bi-monthly four-page newsletter to an eight page newsletter distributed quarterly and asked how that would save money.

City Clerk/HR Director Thone stated that there would not be a huge decrease.

Councilmember Callies asked about the difference between newsletter mailing and newsletter postage.

City Clerk/HR Director Thone stated that postage is just postage and the mailing is for the contractor, who is the printing company, to gather it, fold it, and mail it.

Councilmember Callies stated that she thinks there is value in having a more frequent newsletter unless people are not interested in the content.

Mayor Labadie stated that she had gotten feedback that people like the newsletter and noted that she believed it may tune into a different segment of the City's population that may not be as tuned in to social media.

City Administrator Nevinski noted that staff has been having discussions about the overall schedule for the newsletters so there is meaningful content and are planning in advance to ensure what they send out is useful and meaningful information.

Councilmember Sanschagrín asked about the frequency in sending out newsletters from other cities.

City Administrator Nevinski stated that in his experience, he has seen cities to both quarterly and bi-monthly. He stated that there is more of a trend to have smaller bits of information rather than lengthy articles and attempt to drive them to the website for more information.

Councilmember Sanschagrín stated that he would be in favor of keeping it bi-monthly but having an open dialogue with residents to see if they were amenable to having it quarterly instead.

Councilmember Callies stated that she agreed and would also like to keep it bi-monthly for now.

Mayor Labadie moved the discussion onto the website and noted that the Council had all, at one time or another, expressed concerns about the website. She stated that she feels the only way that this can be addressed is by putting some money into it.

Councilmember Sanschagrín stated that he completely agreed.

City Administrator Nevinski asked if the Council wanted to spend the money right out of the gate or if they would be more comfortable spreading the costs out over a three year period.

Councilmember Sanschagrín explained that, in his opinion, the sooner the City can get this going the better.

Mayor Labadie asked if spreading the costs out over three years would actually delay the improvements or just be a way of making the improvements but spreading out the budgeting process.

City Clerk/HR Director Thone stated that the proposal is exactly the same but has a cost-phased approach.

Councilmember Callies asked if there was an additional finance charge to the cost-phased approach.

City Clerk/HR Director Thone stated was correct and reiterated that it would not delay the improvement process. She stated that the contract with the current vendor expires in March so the City would need to start the process this year.

There was consensus of the Council that if it does not cost the City more to move forward with the cost-phased approach that they would support that choice.

The Council moved their discussion onto the possible second round cuts in Public Works.

Mayor Labadie explained the reasons that she would not be in favor of cutting the 3rd part-time seasonal employee.

There was consensus of the Council that the City should not cut the 3rd part-time seasonal Public Works employee.

Councilmember Sanschagrín asked if the proposed second cut of \$13,000 in engineering fees was just in response to the discussion at the last meeting of actual costs coming in below budget and this would just be a way to carry the lower cost forward.

Public Works Director Morreim stated that was correct and confirmed that this reduction was looking at the actuals and bringing it down to historical averages.

Mayor Labadie asked about the possible item to cut costs in trees for parks.

Public Works Director Morreim explained that currently, there is only one park, Manor Park, that has had any replanting of any significance but noted the presence of numerous ash trees in other parks and the idea was to kickstart plantings with the mindset that eventually those ash trees will need to come down.

City Administrator Nevinski noted that the City was also looking at potential grant opportunities so hopefully they will be able to supplement what the City decides to spend.

There was consensus of the Council that the tree budget should not be part of the second round of cuts, to reduce the engineering budget by \$13,000, retain the 3rd part-time season employee, and reduce contractual services, as discussed.

Councilmember Maddy noted that he had gotten some good idea in the past that said, "The best time to plant a tree was seven years ago."

Councilmember Sanschagrin suggested that the Council may want to return this line item to its original proposed amount and cover the difference in the costs with the reduction being proposed for the engineering fees.

City Administrator Nevinski clarified that the Council would like to allocate \$10,000 for trees in the 2024 budget.

The Council expressed their agreement.

Mayor Labadie asked for input on items listed within the Round One and Round Two cuts for Parks and Recreation.

Councilmember Callies stated that she agreed with the notion that the City should stay with the Music in the Park in its current form and not add additional concerts. She stated that she would have to rely on staff for the ideas proposed for printing and general supplies.

City Administrator Nevinski clarified that the printing cost was not an increase, but a shift, so the City is tracking which department is spending this money.

Mayor Labadie stated that she liked the idea of seeking additional sponsorships for the different events because she believes there may be ways to partner with the community in this fashion.

Councilmember Callies stated that she felt that there may be quite a bit of competition for sponsorships from places such as Excelsior.

Parks and Recreation Director Crossfield noted that Arctic Fever have had some tried and true sponsors over the years and noted that she believes there are other similar opportunities to find sponsors in the community to help offset some of the City's costs.

City Administrator Nevinski noted that the Parks and Recreation and the SCEC cuts are a bit more complicated and suggested that the Council consider the staff recommendations for this area in order to simplify things a bit.

Councilmember Callies stated that she would agree with the staff recommendation of eliminating a total of \$12,100 from the Parks and Recreation Department. She noted that she was not familiar with the adaptive and inclusion subscriptions.

Mayor Labadie asked Parks and Recreation Director Crossfield to address that budget item.

Parks and Recreation Director Crossfield explained that adaptive and inclusion services are required in compliance with ADA. She stated that some cities do this in-house and some contract out. She stated that she had originally proposed to do it in house with the part-time position but if they did not have the part-time position then there would be a contracted fee for those services. She noted that after talking with City Administrator Nevinski over the last few weeks, they are planning to have her do it in house while they see what the demand is.

City Administrator Nevinski explained that upon further review, staff felt like this seemed like a lot of money to subscribe to a service that the City does not even know what demand there will be within the City. He stated that if the City has a need or a specific request, they may need to utilize reserves to meet that request. He stated that he wants to make sure the Council goes into this with their eyes wide open.

Councilmember Callies asked why this issue had come up this year and noted that she did not think it had come up in past discussions.

Parks and Recreation Director Crossfield explained that from her understanding it has been brought up before but the inquiring parties never fully registered for the program. She stated that she had been asked about it during her engagement with the community. She noted that she had brought up forward because she feels it is necessary.

There was consensus of the Council that that they will always fund whatever is needed for adaptive needs, but it was not necessary to put anything in the budget at this time.

Councilmember Maddy asked about the Travel, Conferences, School proposed cuts and whether staff would still be getting professional development. He stated that staff that wants to do a good job who do not get the opportunity to have professional development, typically end up leaving. He stated that he wanted to make sure that the City was not doing that to staff in any areas.

City Administrator Nevinski stated that he believed that they had included adequate funding in this area for State and local training and had just eliminated the National and higher level training expenses. He agreed that they should be equitable and invest in City staff.

The Council moved the discussion onto the tax levies and options to lower it other than reducing expenditures.

Councilmember Sanschagrin asked how these suggestions tied into the maintenance schedules and if it meant hurting ourselves in the process.

Public Works Director Morreim stated that they would have to take a closer look because he is not sure how this amount would change the maintenance cycles. He stated that they are currently at a good level but they do not have any extra equipment.

CITY OF SHOREWOOD WORK SESSION COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 6 of 8

Councilmember Callies asked if the City had been running short in the three areas within the report and they should increase it or if it was just a reflection of everything costing more.

Public Works Director Morreim stated that everything has gone up in price by at least twenty percent in the last few years which is why there would be a certain amount of nervousness if they chose to start reducing this significantly.

Councilmember Sanschagrin asked if \$128,000 would do the job for Public Works and allow them to be able to keep on top of their maintenance.

Public Works Director Morreim stated that it varies from year to year and explained that he would have to review the overall fleet information to make sure they did not deplete down too far.

Councilmember Callies asked what Park improvements this may effect.

City Administrator Nevinski noted that the City was not planning for any expenditures for Parks CIP in 2024, however, the Parks Commission took a look at the CIP and recommend some improvements that equated to about \$40,000. He noted that continuing to put money away helps to build the fund for future improvements along with revenue received for park dedication fees.

Councilmember Callies asked for an explanation of how the tax levy subject related to the CIP.

City Administrator Nevinski stated that the levies help to fund the Parks, Equipment, and Streets Funds which are then used to support the CIP.

Mayor Labadie stated that she is nervous to make these cuts in this area even though it would decrease the levy.

Councilmember Maddy stated that Public Works Director Morreim has some plans to get some equipment to better manage things like salt and asked if the Equipment Fund would be where that came from.

Public Works Director Morreim agreed that most of those improvements would come from the Equipment Fund. He noted that there are a lot of things that they want to do but they understand that it will take time.

Councilmember Maddy stated that he did not want to touch the Equipment and Street Funds.

Councilmember Callies stated that she agreed and noted that she believed the City could postpone the South Shore Park Master Plan again because she did not believe it was that urgent.

Planning Director Darling stated that when she first started with the City, there was only \$40,000 a year that was transferred into Park Improvements which meant that they could not do any equipment upgrades at all because there was not money for it. She noted that after Finance Director Rigdon started, they began increasing that amount a bit. She stated that those additional funds and the infusion of some park dedication fees from the Minnetonka Country Club and the apartment building, there was more money so they were able to begin rehab some of the park equipment. She stated that playground equipment costs are skyrocketing so they have been increasing the transfers so they can continue to do those improvements, but not have large projects every year because they need to let the funds accumulate. She shared recent examples

of costs to rehab various park equipment around the City. She stated that the fund is dependent on the transfers from the General Fund in order to do anything.

There was consensus of the Council not to make additional cuts in the Parks.

City Administrator Nevinski moved discussion onto the CIP and noted that the Council had talked about some of the improvements that they believe need to happen. He stated that staff sharpened their pencils and discussed doing some of the work in-house to help reduce costs. He stated that he believes Parks and Recreation Director Crossfield has a good plan for 2024.

Mayor Labadie noted that she had taken a tour of the Shorewood Community and Event Center (SCEC) to take a look at some of the things that Park and Recreation Director Crossfield was seeking money in order to replace them. She stated that some of them are truly in dire condition and noted that she had not realized this and is convinced that the proposed plan is okay.

There was consensus of the Council that the proposed reductions, as noted in the staff report, were acceptable for the SCEC.

City Administrator Nevinski noted that under Park Improvements, staff's question was whether \$10,000 for a quality Master Plan for South Shore Park would be enough. He stated that they could probably start to do some work in-house on some concepts but it could potentially be something that is pushed off a bit, as suggested by Councilmember Callies. He stated that the tennis court is in poor shape so there is most likely a significant capital improvement that will need to be made there. He stated that the retaining wall is aging but they believe it will hold. He explained that he was not sure that spending a bunch of money on this site, right now, was the best thing to do, but does think the City can make some improvements to striping at Manor Park. He noted that the City could have a phased approach to the South Shore Park Master Plan and simply begin it in 2024 and finish it in 2025.

Park and Recreation Director Crossfield noted that one of the things staff had discussed was doing some community engagement, in-house for opportunities at South Shore Park.

There was consensus of the Council to follow the recommendations included in the staff report to start the planning process for South Shore in 2024 and making improvements to striping and net at Manor Park, but not the entire plan for reconstruction/net/retaining wall work.

Public Works Director Morreim stated that the retaining wall is currently in 'okay' shape but admitted that it looked a bit rustic. He noted that the court is in worse shape, but agreed that there should be further discussion and examination before they spend much money on it.

Councilmember Callies stated that she believed that the Council had already discussed and come to consensus about leaving \$128,000 in both Equipment and Street Improvements.

City Administrator Nevinski noted that the Eureka Road Open House would be coming up in a few weeks and in 2025, the CIP shows full reconstruction which may not happen following the Open House. He noted that there had been some discussion about doing something to Eureka Road in 2024 but does not believe that the City has the budget for that work.

Councilmember Sanschagrín asked if the Council would be talking about the Enterprise Funds at some point.

City Administrator Nevinski suggested that the Council may be to reconvene for that discussion.

Finance Director Rigdon stated that he was not sure the Council needed to hash this out tonight since infrastructure quality, improvements, and a rate study was on a future agenda.

Councilmember Callies asked if that meant they did not need to have the discussion about Enterprise Funds as part of the budget process because it would be coming up on a not too distant agenda.

Finance Director Rigdon agreed that it should be pretty soon.

3. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Work Session Meeting of May 8, 2023, at 6:51 P.M. Motion passed 4/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

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CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 11, 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 7:04 P.M. and read aloud comments that had been made earlier in the day by Attorney General Merrick Garland in commemoration of the terrorist attacks on 9/11/2001.

A. Pledge of Allegiance

B. Roll Call

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

Absent: Councilmember Zerby

C. Review Agenda

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

Motion carried.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of August 28, 2023

B. City Council Regular Meeting Minutes of August 28, 2023

C. Approval of the Verified Claims List

D. Approve Donation for 2023 Oktoberfest, Adopting RESOLUTION NO. 23-093, "A Resolution Accepting Donation to the City of Shorewood 2023."

Motion carried.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

5. PARKS

A. Approve Independent Recreation Contractor Agreement with Bach to Rock

Park and Recreation Director Crossfield explained that Bach to Rock had opened a location in Minnetonka and have had success partnering with other cities on various programs. She stated that she would like to partner with them in order to initially offer programming for youth with the potential for adult programming in the future.

Councilmember Callies asked for details about the proposed percentage split.

Park and Recreation Director Crossfield stated that Bach to Rock would receive eighty percent of the revenue and the City would get twenty percent. She explained that the City's role would be to promote the program and handle registration and communication with the provider. She stated that the program would take place at their location and provide all the instructors and equipment.

Callies moved, Maddy seconded, to approve the Independent Contractor Agreement with Bach to Rock, as presented.

Motion carried.

B. Approve Independent Recreation Contractor Agreement with Snapology

Park and Recreation Director Crossfield explained that Snapology provides STEAM programming for youth in the community. She explained that they had expanded locations into Plymouth and the proposal is for them to come to the City and provide programming at Eddy's Station and the Shorewood Community and Event Center. She noted that this agreement also proposes to split the revenue as eighty percent for Snapology and twenty percent for the City.

Councilmember Sanschagrin asked how Park and Recreation Director Crossfield felt about that split considering the City would be providing the spaces and that it may involve more staff time.

Park and Recreation Director Crossfield stated that the proposed revenue sharing split is pretty standard for contracted programs.

Callies moved, Maddy seconded, to approve the Independent Contractor Agreement with Snapology, as presented.

Motion carried.

6. PLANNING

**A. Comprehensive Plan Amendment for Lake Park Villas
Location: 24250 Smithtown Road
Applicant: City of Shorewood**

Planning Director Darling gave an overview of the request from the City to re-guide the property located at 24250 Smithtown Road from Medium Density Residential to Low to Medium Density Residential for the Lake Park Villas development. She explained that she has had a conversation

with the Met Council and the City is able to roll this change into the review of the Comprehensive Plan without any need for separate action. Staff and the Planning Commission recommend approval in order to keep the Comprehensive Plan consistent with the development that is approved.

City Administrator Nevinski noted that he believed this would require a 4/5 to approve this item.

Planning Director Darling explained that a 3/5 vote was what was required because it would be changing from one residential designation to another and not something like changing to commercial.

City Attorney Shepherd noted that he would research this what is required and noted that if all four Councilmembers vote in favor there will not be a problems.

Councilmember Callies asked if the City's Comprehensive Plan was still under review.

Planning Director Darling explained that the Met Council has declared that the Comprehensive Plan submission is complete and they have a review schedule which is why staff is moving this along a bit more quickly in order to be able to roll it into the review process.

Councilmember Sanschagrín asked if Tonka Bay had to do this same kind of thing for this situation.

Planning Director Darling stated that they did.

Councilmember Callies noted that the Council discussed the pros and cons of this development on a number of occasions and explained that she is in favor of approving a Comprehensive Plan amendment.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-094, "A Resolution Approving a Comprehensive Plan Amendment for the Property Located at 24250 Smithtown Road."

Motion carried.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Compensation Study – Presentation by Dr. Tessa Melvin, David Drown Associates

Dr. Tessa Melvin, David Drown Associates, presented the Council with details and recommendations from the Compensation Study. She reviewed the Scope of Project, peer communities/organization, current pay grid, and City positions related to the market analysis. She noted that the marketplace is volatile right now with a shortage in laborers and the applicant pools getting smaller and smaller. She stated that because she saw some positions more out of line than others she had gone to the project team and suggested that they take a look at the classifications.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 4 of 12

Councilmember Callies asked for an explanation of the column that is labeled 'Client Min.% of Bench'.

Dr. Melvin explained that was meant to portray where the City was in comparison with their benchmarks so if it said 81% that would mean it was about 19% under market. She noted that if anything was designated as pink on the chart that would be something that they would flag to take a closer look to see why it is so out of line with the market. She explained that cities have set a pay philosophy to move their pay scale a bit above the market average in order to be more competitive in the market. She reviewed the proposed classification changes for the Administrative Assistant, Building Official, Rec. Part-Time, Park and Recreation Director, City Clerk/HR, and Administrator positions.

City Administrator Nevinski noted that this is fairly complicated information and admitted that it has taken him a while to wrap his head around the information Dr. Melvin has shared. He encouraged the Council to ask questions and get clarity on anything that is not clear.

Dr. Melvin noted that even if the City chose to adjust the grid by five or ten percent, these positions would still be under market. She stated that changing the classifications is a surgical approach to fix these specific issues and then they can adjust the grid/pay steps according to the Compensation Study information and the City's pay philosophy.

Councilmember Callies she asked about the benchmark cities.

Dr. Melvin clarified that she had only looked at the benchmark cities that were approved by the Council. She explained that the only reason she had mentioned the private sector was because they know for entry level positions, they are paying \$18.00 to \$24.00/hour which is pushing cities to have to compete with their entry level positions.

Councilmember Callies asked how the market analysis took into consideration the benefits that cities pay that other entities do not.

Dr. Melvin explained that this only looks at wages because it is very difficult to compare 'apples to apples' with benefits. She stated that the Council could, as part of setting their pay philosophy, say that this is where they are with their pay because of the benefits they offer.

City Administrator Nevinski noted that he believed that the League of Minnesota Cities is working on creating a database in order to help cities compare benefits.

City Clerk/HR Director Thone noted that they had just completed a survey for the League of Minnesota and believes that they will get some of that data back by March or April of 2024.

Mayor Labadie asked if the League of Minnesota Cities was gathering data from all member cities.

City Clerk/HR Director Thone stated that she believed that they were.

Dr. Melvin noted that it was being done on a voluntary basis and was not a mandate.

Mayor Labadie asked if the information released by the League of Minnesota Cities would be detailed or more generalized. She stated that she feels that a City like Shorewood in the metro

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 5 of 12

area with eight thousand people will be very different than a city in northern Minnesota that also has eight thousand people.

Dr. Melvin explained that the information will allow someone to go in and sort through and pick the cities that they would like.

Councilmember Sanschagrin confirmed that the data would be sourced from cities who were self-reporting.

Dr. Melvin stated that it was from data collected this year and will be released in March but noted that she feels they did a bit of disservice by not asking cities what their 2024 COLA would be so the data they will have in March will not be real, live, data.

Councilmember Callies referenced the chart that appears in her report after the first grid and asked what each column designation meant.

Dr. Melvin gave a brief overview and explanation for the meaning of each column and answered Council questions.

City Administrator Nevinski noted that the classification method that Dr. Melvin had used was outlined in the memo included in the packet.

Dr. Melvin reminded the Council that she was looking at the positions and not the individuals that are in that position.

Councilmember Callies asked if staff had written their own job descriptions because much of this is based on job descriptions and requirements.

Dr. Melvin stated that the job descriptions were written by a consultant with information submitted by the employee about what duties may have changed since the last job description, but were also checked by the supervisor so this information cannot be over-inflated. She reviewed the proposed 2024 grid information and explained that they had changed some classifications to correct pay equity issues and adding one step to the new pay grid. She described various ways to implement this proposed grid and outlined the decisions for the Council to make.

Councilmember Maddy asked if it would be beneficial from a recruitment standpoint to remove the first step.

Dr. Melvin stated that they could do that but noted that the City was fairly competitive there. She noted that one issue that may arise is a leapfrog situation where someone who has been here two years and someone who has only been here one, for example, in Public Works, now are together on the same step despite the difference in longevity which can create some internal issues.

City Administrator Nevinski suggested that Council hold onto these thoughts as they get a bit deeper into this issue because there are some policy questions that have also arisen. He explained that a big piece of it is trying to avoid that leapfrog or compression issue described by Dr. Melvin.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 6 of 12

Dr. Melvin stated that adding the additional step allows growth for all employees, especially ones that are currently maxed out and puts the City in a highly competitive place at about five percent above market average. She outlined the financial impacts of the proposed changes.

Councilmember Callies asked about the rationale behind making the category changes on October 1st rather than waiting until January.

Dr. Melvin explained that the Council would basically be telling employees that they know their job is misclassified, but we are going to wait until January to fix it.

Councilmember Callies stated that she was not sure that was accurate because she would not necessarily say they were 'misclassified' and believes there is some subjectivity at play. She stated that, in her opinion, it was not illegal to wait until January 1st.

Dr. Melvin stated that decision would definitely be the Council's choice.

City Administrator Nevinski noted that at a staff level they now know about the issue and that there are some people who are not properly paid or valued. He noted that the City has the funds to make these changes in 2023 and staff felt that dealing with the budget adjustments for 2024 was a logical proposal, but noted that it is the Council's discretion.

Councilmember Callies reiterated that she was not sure would classify this as 'wrong' because this study could have taken longer and asked if they were talking about retroactive payment.

Dr. Melvin clarified that this has nothing to do with the market and these are only the classifications. She stated that regardless of the Council chose to do anything with the grid, those positions should be someplace different rather than where they are. She stated that she would agree that they were subjective and explained that as the person doing it, she did not know anyone and was not biased.

City Administrator Nevinski noted that the Compliance Worth study that they have to submit at the end of the year will be based on where the City is at in 2023.

City Clerk/HR Director Thone clarified that it will be due in February, but agreed that it was based on 2023 data.

City Administrator Nevinski stated that if they do not make those adjustments, when they report, they will be out of compliance.

Dr. Melvin agreed and explained that the City would then receive an incompliant report and then have to go back and say, 'here are the change we have made from December to February'.

Councilmember Callies stated that she still feels making these changes in October feels a bit arbitrary.

Councilmember Maddy stated that he feels they have kind of glossed over what the actual requirements of pay equity are and asked what the City's liabilities are. He asked who chooses whether or not the City is in compliance.

Dr. Melvin explained that the State has a system that the City has to report, every three years, each position and the compensation worth points and then it runs a statistical analysis that will tell them where they are in compliance of underpaid positions.

Councilmember Maddy stated that if the City does not pass and does not take any LGA funds, he asked what the City's liability would be.

Dr. Melvin explained that the State could take other types of State funding away.

Councilmember Sanschagrín asked if the Council was being asked to do anything tonight beyond approving the study.

Councilmember Callies stated that her understanding of the staff memo in the packet was that this was also taking the next step.

City Administrator Nevinski explained that there is a proposed pay grid that is included and staff has proposed this based on where they believe they need to go based on the data and the budget process. He stated that the Council certainly has the discretion to make a different decision than what staff is recommending. He explained that part of the goal was to land on some numbers so they could be factored into the 2024 budget.

Councilmember Sanschagrín asked if the Council approved this grid if that meant it would automatically be implemented in October.

City Administrator Nevinski stated that they would use this grid starting on January 1, 2024. He stated that the issue Councilmember Callies was referring to the timing of the change in classifications. He explained that they have left the language within the resolution kind of vague so that whatever direction the Council gives is captured and indirectly reflected in the resolutions, perhaps through the minutes.

Councilmember Callies read aloud a portion of the language within the resolution that says they are approving the Compensation Study Market Analysis, the pay grid calibration, and the reclassification policy. She stated that she did not feel this was clear enough and noted that she would like to have more time to discuss the policy. She stated that she does not have the expertise to decide whether the minimum amount for the Community Center Attendant, for example, should be \$13.62 versus \$13.40. She noted that she really did not have too many questions about the steps or grid other than the policy and timing of the implementation. She stated that during the budget discussions they had budgeted in the cost of DDA.

City Administrator Nevinski clarified that they had included in the budget the thirty-four thousand dollars in the General Fund and then there are some additional dollars that are applied to the Enterprise Funds which brings it up to almost forty-thousand dollars in total. He stated that the classification changes they are proposing come out of the 2023 budget. He stated that to Councilmember Callie's point, he feels that the Council could pause and spend some time talking about the options that have been laid out so they are comfortable.

Mayor Labadie stated that she would not dispute the information found on the grid, but noted that this is a lot of information that came at the Council very quickly. She stated that their decision will effect the entire employee structure moving forward. She explained that it was not that she was

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023
Page 8 of 12

disagreeing with any of the information that has been presented, but wouldn't mind looking at it in further detail and having additional time to discuss it.

Councilmember Sanschagrín stated that he agreed that this needed additional time and would suggest that the Council table this item to a future meeting.

Councilmember Maddy asked if there was just disagreement on the recommended implementation and the its timing or other information. He stated that the Council was given four options, but the resolution was written up with the most expensive option.

City Administrator Nevinski clarified that the recommendation in the staff memo was for Option #4 and noted that the most expensive option would be Option #2.

Councilmember Callies stated that the resolution does not say what it is the City is actually doing.

City Administrator Nevinski explained that the Council could modify the resolution to specify those details.

Councilmember Sanschagrín stated that thinks one thing that should be clarified is what the impact would be on the 2023 budget if it is implemented in October and if those funds would be taken from Reserves.

City Administrator Nevinski stated that there ways to absorb those additional costs in 2023 within the budget and reminded the Council that it would also be a way to recognize where they are at and making a correction.

Dr. Melvin explained that had not originally been part of the scope of their project but they want to make sure that the City has policies in place so if there is a reclassification in the future it is memorialized on how they do it in a consistent manner.

Councilmember Callies asked if she meant that whichever of the four options the Council chooses now is also how they should be doing it in the future.

City Administrator Nevinski agreed and noted that moving forward that would set the standard unless they decide to change the policy.

Dr. Melvin explained that something they generally recommend is that it is in the employee handbook so employees know that if there is a reclassification and how it will work. He noted that it is important for there to be consistency so everyone is treated fairly.

Councilmember Callies stated that she feels this needs more discussion, but noted that it could happen tonight.

City Administrator Nevinski stated that staff would prefer that the Council take the time to hash this out tonight unless there is some additional information that is not available because Dr. Melvin was already here.

Mayor Labadie asked if the Council felt ready to digest the information that they have already been given and to make a decision. She stated that it may be beneficial to go through each option very slowly tonight with Dr. Melvin.

City Clerk/HR Thone suggested that she read aloud the options, including the advantages, disadvantages, and the cost of each and then Dr. Melvin can share any pertinent insights she has with the Council.

Councilmember Callies stated that she understands from an employee perspective that they would want their money sooner rather than later, but reiterated her question about the urgency of making these changes effective October 1st.

Dr. Melvin explained that she had put in October 1, 2023 because she can easily calculate it because it is the last quarter of the year. She stated that the only urgency would be that it should be done before December 20, 2023 because what is on that day is what their pay equity report will look at and right now, the City would not pass. She stated that means the City would get a negative letter and may be fined.

Councilmember Sanschagrin asked if these costs only reflected salaries.

Dr. Melvin confirmed that they reflected just wage costs.

Councilmember Maddy noted that the costs included in the staff report were based on the October 1, 2023 implementation and that the cost between all the options was a difference of about five-thousand dollars.

Dr. Melvin gave a brief rundown and explanation of each option.

The Council discussed variations that would take place within the options and how it would affect employees, including how to address situations where there is more longevity in an employee working in the same position as a newer employee; what other cities have done in these situations; and impacts to the budget.

Councilmember Callies asked how long ago the City had done a reclassification.

City Clerk/HR Director Thone stated that the City had done a compensation study in 2016, implemented it in 2017, and the last time a position was reclassified was probably about four years ago.

Councilmember Callies stated that it is possible that this will come up within the next few years so it would make sense to have a policy.

City Clerk/HR Director Thone noted that she suspected the Council will see a few other reclassifications within the next year.

Callies moved, Sanschagrin seconded, to Approve Reclassification Option #3 and make an accommodation for current employees that are in the Administrative Assistant positions so the person with more seniority is a step ahead.

Councilmember Maddy noted that he would choose Option #4 because it fixes both issues. He stated that if the City wanted to reward employees for longevity he did not understand why they would need five years to be considered for a step increase. He explained that he was leaning towards going with the recommendation made by staff.

Mayor Labadie agreed that she was also leaning towards Option #4 which meant they are looking at a split vote and suggested that the Council continue talking. She stated that the City has a lot of young employees and to them, five years is a long time.

Councilmember Callies noted that this was not saying that they had to wait five years to get a raise and is just related to reclassifying job descriptions.

Mayor Labadie stated that she understands that but reiterated that Option #4 was more appealing to her.

Councilmember Sanschagrin explained that he was leaning towards Option #3 because he felt it gave the City more flexibility in how they operate but noted that he did not think there was a huge difference between the options. He explained what he meant when he used the term 'flexibility' in this context.

Dr. Melvin stated that what she is hearing the Council say is that they are all in agreement on creation of a policy that is either three years or five years. She stated that she believes what she is hearing is that if it is five years they can still change it and if they put it at three they do not have much flexibility. She stated that she heard the comment that it would allow them to have more flexibility in the future and handle it on a case by case basis.

Councilmember Maddy clarified that he would be okay with either Option #3 or Option #4, but thinks that Option #4 is better.

City Clerk/HR Director Thone noted that the suggestion made in the motion by Councilmember Callies will cost the same as Option #4 because they would be making an exception for that position.

Motion passed 3/1 (Maddy opposed).

City Clerk/HR Thone stated that she will redo the language in the proposed resolution and bring it back for Council action at the next meeting.

City Attorney Shepherd noted that he believes the Council could also make a motion to adopt the resolution with an amendment to include Option #3.

Councilmember Maddy asked if they would also add an implementation date to that also.

City Attorney Shepherd stated that the Council could add an implementation date.

Councilmember Maddy suggested that it be amended to include Option #3, the employee exception, and the implementation date of October 1, 2023.

Maddy moved, Sanschagrin seconded, to Adopt RESOLUTION NO. 23-095, "A Resolution Approving Shorewood Compensation Study Market Analysis and Pay Grid Calibration" with the following amendments: Add details that they have selected Option #3, the employee exception, as discussed, and the implementation date of October 1, 2023.

Motion passed.

9. STAFF AND COUNCIL REPORTS

A. Staff

Park and Recreation Director Crossfield stated that Oktoberfest that will be held on September 30, 2023 from 12:00 noon to 2:00 p.m. at Badger Park and 1:00 to 9:00 p.m. at the American Legion. She reviewed the activities that would be available at Badger Park.

Mayor Labadie asked Park and Recreation Director Crossfield to be sure that she communicates with social media, local media, and school systems in order to get the word out about all the activities that will be available.

Councilmember Maddy asked when people should show up and volunteer.

Park and Recreation Director Crossfield suggested that if anyone was interested in volunteering they just need to contact her and explained that she would send out details about two weeks prior to the event. She stated that this is the first time the City is holding this type of event so she did not have any ideas on what the turnout will be.

Public Works Director Morreim gave an update on the IPM plan and what treatments were taking place within the guidelines of the plan as well as potential future plans and potential additions to the work plan for managing thistle in the Minnetonka Country Club area.

Councilmember Sanschagrin asked if it was the City's responsibility to maintain the Country Club.

Public Works Director Morreim stated that the City was not responsible to maintain all of the Country Club, but just certain portions.

City Engineer Budde stated the Birch Bluff is making good progress and should have curb and gutter poured next week. He noted that the Freeman Park trail project will begin later this week. He stated that they will also be doing some crack and pavement sealing this week which had been approved at previous Council meetings. He stated that the Eureka Road Open House is scheduled for September 21, 2023. He noted that the Strawberry Lane project is about six weeks behind schedule and explained that he believed that the opening of Strawberry Lane will slip into October.

City Clerk/HR Director Thone stated that the City's annual Fall Shred event will be held on September 23, 2023 from 9:00 a.m. to 12:00 noon at City Hall.

Planning Director Darling stated that the Comprehensive Plan amendment is scheduled for full Met Council review on October 25, 2023. She noted that once it is adopted, the City will have to go back through and do rezoning to ensure that the Zoning Map and Zoning Ordinance were consistent with the densities approved within the Comprehensive Plan.

City Administrator Nevinski stated that he had reached out to MnDot to try to get some updates on the Highway 7 corridor study because they City has not heard much from them. He stated that the City will also be engaging with an architect to take a high level look at the Public Works building because they are running out of space. He explained that the purpose would be to get an idea of what may be possible and get rough costs so they can start to build it into future CIP plans. He

stated that he received information tonight that Greenwood will be having some changes with Mayor Kind stepping down and retiring at the end of the year and Greenwood Councilmember Cook would also be stepping down due to some health concerns.

B. Mayor and City Council

Councilmember Sanschagrín stated that tomorrow evening he will be sitting in for Councilmember Zerby at the Park Commission meeting.

Councilmember Maddy stated that the Fire District took delivery of a new fire boat this past spring and have been training with it all summer. He stated that he was able to take a ride on it and found it to be a very capable boat so there is a much improved water rescue option for the Fire District.

Councilmember Callies stated that she attended the Planning Commission meeting last week and gave an overview of what was discussed, as outlined in the meeting minutes.

Mayor Labadie stated that she attended the Minnesota Mayor's Association meeting in Fairbault and toured the Tri-Star company. She also held Coffee with the Mayor at Shorewood Landings where she brought along a detective as a guest speaker who presented on frauds and scams that are targeted at seniors. She noted that he is working with Park and Recreation Director Crossfield to possibly make this presentation available to the general public. She stated that school started on September 5, 2023 and noted that the SLMPD has received numerous e-mails praising them on their enforcement related to speed. She stated that she attended the pancake breakfast with Representative Dean Phillips and afterwards followed him to Maple Plain where there was a Vietnam Veteran's Memorial Dedication service. She stated that earlier today she attended the Regional Council of Mayors meeting where they talked about housing supply, demand, and affordability. She stated that later this week she would be representing Shorewood in Purham at another Minnesota Mayor's Association Meet-up and another the following day in St. Joseph.

10. ADJOURN

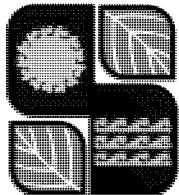
Maddy moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of September 11, 2023, at 9:11 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: September 25, 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 – 09-11-2023	\$51,489.66
AP-Payroll-09-11-2023	\$43,516.54
AP-09-25-2023	\$1,595,169.85

Total Claims: Checks No. 68272 – 68300 & ACH	\$1,690,176.05
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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: 09/11/2023 - 12:42PM
Batch: 00011.09.2023

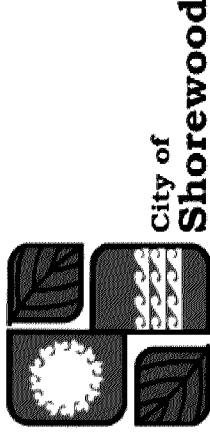


Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	51,489.66	CASH AND INVESTMENTS
700-00-2170-0000	51,489.66	0.00	GROSS PAYROLL CLEARING
	51,489.66	51,489.66	
Report Totals:	51,489.66	51,489.66	

Accounts Payable

Computer Check Proof List by Vendor

User: mnnguyen
Printed: 09/11/2023 - 1:21PM
Batch: 00003.09.2023 - Payroll-09-11-2023



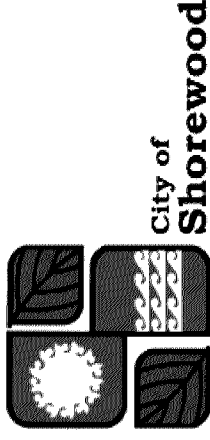
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Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				
September-2023	PR Batch 00001.09.2023 Union Dues	382.62	09/11/2023	Check Sequence: 1 700-00-2182-0000	ACH Enabled: True PR Batch 00001.09.2023 Union Dues
	Check Total:	382.62			
Vendor: 5	EFTPS - FEDERAL W/H				
PR-09-11-2023	PR Batch 00001.09.2023 Federal Income Tax	7,701.59	09/11/2023	Check Sequence: 2 700-00-2172-0000	ACH Enabled: True PR Batch 00001.09.2023 Federal Income Tax
PR-09-11-2023	PR Batch 00001.09.2023 FICA Employee Portio	4,903.97	09/11/2023	700-00-2174-0000	PR Batch 00001.09.2023 FICA Employee
PR-09-11-2023	PR Batch 00001.09.2023 FICA Employee Portio	4,903.97	09/11/2023	700-00-2174-0000	PR Batch 00001.09.2023 FICA Employee
PR-09-11-2023	PR Batch 00001.09.2023 Medicare Employee Pc	1,146.89	09/11/2023	700-00-2174-0000	PR Batch 00001.09.2023 Medicare Emplo
PR-09-11-2023	PR Batch 00001.09.2023 Medicare Employer Po	1,146.89	09/11/2023	700-00-2174-0000	PR Batch 00001.09.2023 Medicare Emplo
	Check Total:	19,803.31			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY				
September-2023	PR Batch 00001.09.2023 Vision-Avesis	220.56	09/11/2023	Check Sequence: 3 700-00-2186-0000	ACH Enabled: True PR Batch 00001.09.2023 Vision-Avesis
	Check Total:	220.56			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				
PR-09-11-2023	PR Batch 00001.09.2023 Deferred-MissionSq-FI	1,878.84	09/11/2023	Check Sequence: 4 700-00-2176-0000	ACH Enabled: True PR Batch 00001.09.2023 Deferred-Missio
PR-09-11-2023	PR Batch 00001.09.2023 Deferred-MissionSq-Pi	91.99	09/11/2023	700-00-2176-0000	PR Batch 00001.09.2023 Deferred-Missio
	Check Total:	1,970.83			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY				
September-2023	PR Batch 00001.09.2023 Long Term Disability	792.50	09/11/2023	Check Sequence: 5 700-00-2181-0000	ACH Enabled: True PR Batch 00001.09.2023 Long Term Disat
September-2023	PR Batch 00001.09.2023 Short Term Disability	883.81	09/11/2023	700-00-2181-0000	PR Batch 00001.09.2023 Short Term Disat
	Check Total:	1,676.31			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE				
PR-09-11-2023	PR Batch 00001.09.2023 State Income Tax	3,425.69	09/11/2023	Check Sequence: 6 700-00-2173-0000	ACH Enabled: True PR Batch 00001.09.2023 State Income Tax

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	MINNESOTA LIFE INSURANCE COMPANY				ACH Enabled: True
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	Check Total:	989.17			
Vendor: 1091 PR-09-11-2023	MSRS-MN DEFERRED COMP PLAN 457				ACH Enabled: True
	PR Batch 00001.09.2023 Deferred Comp-MSRS	2,579.00	09/11/2023	Check Sequence: 8 700-00-2176-0000	PR Batch 00001.09.2023 Deferred Comp-f
	Check Total:	2,579.00			
Vendor: 10 September-2023	NCPERS GROUP LIFE INSURANCE				ACH Enabled: True
	PR Batch 00001.09.2023 PERA Life	208.00	09/11/2023	Check Sequence: 9 700-00-2180-0000	PR Batch 00001.09.2023 PERA Life
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Vendor: 665 PR-09-11-2023	OPTUM BANK				ACH Enabled: True
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Vendor: 9 PR-09-11-2023 PR-09-11-2023	PERA				ACH Enabled: True
	PR Batch 00001.09.2023 MN-PERA Deduction	5,288.18	09/11/2023	Check Sequence: 11 700-00-2175-0000	PR Batch 00001.09.2023 MN-PERA Dedu
	PR Batch 00001.09.2023 MN PERA Benefit Em	6,101.72	09/11/2023	700-00-2175-0000	PR Batch 00001.09.2023 MN PERA Benefi
	Check Total:	11,389.90			
Total for Check Run:		43,516.54			
Total of Number of Checks:		11			

Accounts Payable

Computer Check Proof List by Vendor

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Batch: 00004.09.2023 - AP-09-25-2023



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3712303	Building Inspection-Shorewood	96.63	09/25/2023	101-19-4400-0000	
3714041	Building Inspection-Southshore	81.29	09/25/2023	201-00-4400-0000	
	Check Total:	177.92			
Vendor: 112	AMERICAN LEGAL PUBLISHING CORPORATION			Check Sequence: 2	ACH Enabled: False
27973	Internet Renewal	450.00	09/25/2023	101-13-4400-0000	
	Check Total:	450.00			
Vendor: 817	ARCPOINT LABS OF EDEN PRAIRIE			Check Sequence: 3	ACH Enabled: False
3000	Drug Testing	195.75	09/25/2023	101-32-4305-0000	
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Vendor: 469	BAILEY NURSERIES, INC.			Check Sequence: 4	ACH Enabled: False
INV0681857	Trees Purchased	8,545.25	09/25/2023	101-52-4247-0000	
INV0681857	Trees Purchased- Covington Rd Watermain Impr	82.00	09/25/2023	601-00-4680-0000	
INV0681857	Trees Purchased- Grant Street Drainage Improve	527.00	09/25/2023	631-00-4680-0000	
	Check Total:	9,154.25			
Vendor: 950	BARR ENGINEERING COMPANY			Check Sequence: 5	ACH Enabled: True
23271987.00-2	Development Review-Admark-24560 Smithtown	1,364.00	09/25/2023	101-00-3414-0000	
	Check Total:	1,364.00			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 6	ACH Enabled: True
319854	Mill & Overlay-2022	168.00	09/25/2023	416-00-4303-0000	
319855	Pond Maintenance	3,028.75	09/25/2023	631-00-4303-0000	
319857	2023 Drainage / Utility Repairs	25,958.50	09/25/2023	631-00-4303-0000	
319859	General Engineering	12,434.50	09/25/2023	101-31-4303-0000	
319860	24250 Smithtown Road-TSML Properties	1,880.00	09/25/2023	101-00-3414-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
319860	24250 Smithtown Road-TSML Properties	2,561.00	09/25/2023	880-00-2200-0000	
319865	Birch Bluff Street & Utility	91,062.88	09/25/2023	414-00-4303-0000	
319867	Covington Road Watermain	178.00	09/25/2023	601-00-4303-0000	
319868	Data Requests	549.00	09/25/2023	101-31-4303-0000	
319870	Freeman Park Trail Improvement	7,616.00	09/25/2023	402-00-4400-0000	
319871	GIS-Utilities-Street	4,124.00	09/25/2023	101-31-4303-0000	
319871	GIS-Utilities-Stormwater	1,061.50	09/25/2023	631-00-4303-0000	
319871	GIS-Utilities-Water	1,698.50	09/25/2023	601-00-4303-0000	
319871	GIS-Utilities-Sewer	1,000.00	09/25/2023	611-00-4303-0000	
319872	Grant Street Drainage	874.50	09/25/2023	631-00-4303-0000	
319873	Lift Station 10 Rehabilitation	1,313.00	09/25/2023	611-00-4303-0000	
319874	Lift Station 11 Rehabilitation	405.50	09/25/2023	611-00-4303-0000	
319875	Lift Station 7 Rehabilitation	459.00	09/25/2023	611-00-4303-0000	
319876	Lift Station 9 Rehabilitation	701.00	09/25/2023	611-00-4303-0000	
319878	Maple Shores Development	17,925.25	09/25/2023	101-00-3414-0000	
319879	MS4 Administration	981.25	09/25/2023	631-00-4302-0009	
319880	Shorewood Ln Ravine Restore	8,020.50	09/25/2023	631-00-4303-0000	
319881	Pond Maintenance	2,209.75	09/25/2023	631-00-4303-0000	
319883	Strawberry Ln St Reconst & Trl	110,063.15	09/25/2023	409-00-4303-0000	
319884	Walnut Grove Villas	1,204.00	09/25/2023	101-00-3414-0000	
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Vendor: 125	BOYER FORD TRUCKS				ACH Enabled: True
008P27749	Equipment Part	102.81	09/25/2023	Check Sequence: 7 101-32-4221-0000	
Check Total:		102.81			
Vendor: 1287	RYAN JEFFREY BRANT				ACH Enabled: True
2023-Cells	Cell Phone Reimbursement	360.00	09/25/2023	Check Sequence: 8 101-32-4321-0000	
Check Total:		360.00			
Vendor: 1221	CAMPBELL KNUTSON P.A.				ACH Enabled: True
3526-0000G-20	General Matters/Administration	3,663.66	09/25/2023	Check Sequence: 9 101-16-4304-0000	
3526-0001G-20	Planning & Zoning	105.00	09/25/2023	101-18-4304-0000	
3526-0001G-20	Planning & Zoning-23450 Smithtown Road	726.00	09/25/2023	101-00-3414-0000	
3526-0001G-20	Planning & Zoning-20820 Radisson Road	70.00	09/25/2023	101-16-4304-0000	
3526-0002G-17	Public Works	70.00	09/25/2023	101-16-4304-0000	
3526-0004G-19	Ugerots Litigation	35.00	09/25/2023	101-16-4304-0000	
3526-0008G-10	Strawberry Lane Condemnation	289.00	09/25/2023	409-00-4304-0000	
3526-0009G-8	Code Enforcement-5815 Club Lane	296.50	09/25/2023	101-00-3414-0000	
3526-0999G-23	Prosecution	4,694.62	09/25/2023	101-16-4304-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 136	Check Total:	9,949.78			
08-30-2023	CENTERPOINT ENERGY-GAS			Check Sequence: 10	ACH Enabled: True
08-30-2023	20405 Knightsbridge Rd	33.60	09/25/2023	601-00-4394-0000	
08-30-2023	28125 Boulder Bridge	19.00	09/25/2023	601-00-4396-0000	
08-30-2023	24200 Smithtown Rd	109.41	09/25/2023	101-32-4380-0000	
08-30-2023	6000 Eureka Road	23.56	09/25/2023	101-52-4380-0000	
08-30-2023	5755 Country Club Rd	36.00	09/25/2023	101-19-4380-0000	
79456885-082423	5735 Country Club Rd-SCEC	68.98	09/25/2023	201-00-4380-0000	
86501806-082423	20630 Manor Rd	19.92	09/25/2023	101-52-4380-0000	
Vendor: 915	Check Total:	310.47			
5175072456	CINTAS			Check Sequence: 11	ACH Enabled: False
	City Hall-First Aid Supplies	62.27	09/25/2023	101-19-4245-0000	
Vendor: 142	Check Total:	62.27			
58114	CITIES DIGITAL INC.			Check Sequence: 12	ACH Enabled: False
	Annual Laserfiche Support	4,670.00	09/25/2023	101-13-4400-0000	
Vendor: 147	Check Total:	4,670.00			
4th Qtr-2023	CITY OF MOUND			Check Sequence: 13	ACH Enabled: True
	Fire Svc & Protection Payment	6,913.25	09/25/2023	101-22-4400-0000	Quarterly
Vendor: 1035	Check Total:	6,913.25			
Sams-09/13/2023	NELIA CRISWELL #8574			Check Sequence: 14	ACH Enabled: True
	Sam's Club	30.13	09/25/2023	101-19-4331-0000	
Vendor: 1096	Check Total:	30.13			
166923	DAVEY RESOURCE GROUP, INC.			Check Sequence: 15	ACH Enabled: True
	Tree Services	6,074.50	09/25/2023	101-32-4400-0000	
Vendor: 804	Check Total:	6,074.50			
633	DDA HUMAN RESOURCES, INC.			Check Sequence: 16	ACH Enabled: False
	Compensation Study	7,650.00	09/25/2023	101-11-4400-0000	
Vendor: 178	Check Total:	7,650.00			
	ESS BROTHERS & SONS, INC.			Check Sequence: 17	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
DD7087	Manhold Adjust Rings & Glue	517.14	09/25/2023	611-00-4245-0000	
	Check Total:	517.14			
Vendor: 179	EXCELSIOR FIRE DISTRICT			Check Sequence: 18	ACH Enabled: False
1-259-4th Qtr-2023	Building	50,028.98	09/25/2023	101-22-4620-0000	
1-259-4th Qtr-2023	Operations	135,632.81	09/25/2023	101-22-4400-0000	
	Check Total:	185,661.79			
Vendor: 417	ROBERT HANSON			Check Sequence: 19	ACH Enabled: True
2023-Cells	Cell Phone Reimbursemen	360.00	09/25/2023	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 20	ACH Enabled: True
6578445	Chemicals Water Treatment	140.00	09/25/2023	601-00-4245-0000	
	Check Total:	140.00			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT			Check Sequence: 21	ACH Enabled: True
1000212278	Monthly Radio Fleet & MESB	215.92	09/25/2023	101-32-4321-0000	
	Check Total:	215.92			
Vendor: 436	MARK HODGES			Check Sequence: 22	ACH Enabled: True
2023-007	Work Session - Council Recordings: 06/12/2023	350.00	09/25/2023	101-11-4400-0000	
	Check Total:	350.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 23	ACH Enabled: True
20257771	SCEC - Mats	97.83	09/25/2023	201-00-4400-0000	
	Check Total:	97.83			
Vendor: 1355	JDP ELECTRICAL SERVICES, INC.			Check Sequence: 24	ACH Enabled: False
8234	Electrical Work - SE Well	317.40	09/25/2023	601-00-4221-0000	
	Check Total:	317.40			
Vendor: 243	KLM ENGINEERING, INC.			Check Sequence: 25	ACH Enabled: False
9239	Single PedestalSmithtown Tower-Verizon	6,300.00	09/25/2023	880-00-2200-0000	
	Check Total:	6,300.00			

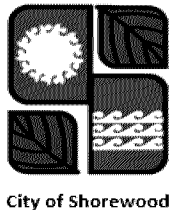
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1151 2023-Cells	TIMOTHY MARK KOSEK 2023-Cell Phone Reimbursement	360.00	09/25/2023	Check Sequence: 26 101-32-4321-0000	ACH Enabled: False
	Check Total:	360.00			
Vendor: 1326 PV#5-Strawberry	KUECHLE UNDERGROUND P.V.#5-Strawberry Lane Reconstruction	870,297.94	09/25/2023	Check Sequence: 27 409-00-4680-0000	ACH Enabled: False
	Check Total:	870,297.94			
Vendor: 1075 INV043980	LAKE RESTORATION, INC. Manor Pond Treatment	562.00	09/25/2023	Check Sequence: 28 101-52-4400-0000	ACH Enabled: False
	Check Total:	562.00			
Vendor: 972 1657 5885StrwbryLn 5885StrwbryLn	LON THARALDSON PLUMBING & HEATING 5885 Strawberry Lane-Water Connection Project Water Meter Returned - 5885 Strawberry Lane Water Meter Returned - 5885 Strawberry Lane	6,518.93 170.00 440.00	09/25/2023 09/25/2023 09/25/2023	Check Sequence: 29 601-00-4400-0000 601-00-3713-0000 601-00-3713-0000	ACH Enabled: False
	Check Total:	7,128.93			
Vendor: 283 INV2360089	METRO SALES, INC. Ricoh/MP-C3002 Color Copier	500.00	09/25/2023	Check Sequence: 30 101-19-4221-0000	ACH Enabled: True Ricoh/MP-C3002 Color Copier
	Check Total:	500.00			
Vendor: 1039 58397	MID-COUNTY COOP Fuel	807.67	09/25/2023	Check Sequence: 31 101-32-4212-0000	ACH Enabled: False
	Check Total:	807.67			
Vendor: 303 70794580034 70794580046	MINNESOTA SECRETARY OF STATE-NOTARY Shorewood SOS Seal - Trails Renewal Shorewood SOS Seal - Trails Renewal-Logo/Ma	25.00 25.00	09/25/2023 09/25/2023	Check Sequence: 32 101-19-4400-0000 101-14-4400-0000	ACH Enabled: False
	Check Total:	50.00			
Vendor: 1286 2023-Cells	JEREMY ALAN MOE Cell Phone Reimbursement	360.00	09/25/2023	Check Sequence: 33 101-32-4321-0000	ACH Enabled: True
	Check Total:	360.00			
Vendor: 903 260896	PERRILL ROWay Web App-Monthly	75.00	09/25/2023	Check Sequence: 34 611-00-4400-0000	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
260896	ROWay Web App-Monthly	75.00	09/25/2023	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1357 2023-Cells	CHRISTOPHER JOHN PRATLEY 2023-Cell Phone Reimbursement - Mar-Dec/202	300.00	09/25/2023	Check Sequence: 35 101-32-4321-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: 1285 2023-Cells	TODD ANTHONY RODEN Cell Phone Reimbursement	360.00	09/25/2023	Check Sequence: 36 101-32-4321-0000	ACH Enabled: True
	Check Total:	360.00			
Vendor: 1063 ROW#237123	RYAN LaPOINTE Security Deposit-ROW Permit #237123	2,000.00	09/25/2023	Check Sequence: 37 880-00-2200-0000	ACH Enabled: False
	Check Total:	2,000.00			
Vendor: 1351 S510115441	SCHWICKERT'S TECTA AMERICA LLC HVAC MTCE - PW's Facility	995.00	09/25/2023	Check Sequence: 38 101-32-4223-0000	ACH Enabled: False
	Check Total:	995.00			
Vendor: 360 LETG VPN-Sept23 October-2023-OB	SOUTH LAKE MINNETONKA POLICE DEPARTMENT LETG VPN - Campbell Knutson VPNs Monthly-Operating Budget Exp	600.00 123,434.83	09/25/2023 09/25/2023	Check Sequence: 39 101-21-4440-0000 101-21-4400-0000	ACH Enabled: False
	Check Total:	124,034.83			
Vendor: 1101 INV-014274 INV-014274 INV-014274 INV-014274 INV-014274 INV-014471 INV-014471 INV-014471 INV-014471	SPRINGBROOK HOLDING COMPANY LLC Springbrook-Subscription Fee Springbrook-Subscription Fee Springbrook-Subscription Fee Springbrook-Subscription Fee Springbrook-Subscription Fee Springbrook-CivicPay Fees Springbrook-CivicPay Fees Springbrook-CivicPay Fees Springbrook-CivicPay Fees	2,680.66 2,680.66 2,680.67 2,680.67 20,361.45 21.75 21.75 21.75 21.75	09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023 09/25/2023	Check Sequence: 40 621-00-4221-0000 631-00-4221-0000 611-00-4221-0000 601-00-4221-0000 101-15-4221-0000 621-00-4450-0000 631-00-4450-0000 611-00-4450-0000 601-00-4450-0000	ACH Enabled: True
	Check Total:	31,171.11			
Vendor: 366 2023-Cells	BRUCE STARK Cell Phone Reimbursement	360.00	09/25/2023	Check Sequence: 41 101-32-4321-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 905 1407	Check Total:	360.00			
	STERNE ELECTRIC COMPANY			Check Sequence: 42	ACH Enabled: False
	Fix Air Compressor-SE Well	924.66	09/25/2023	601-00-4221-0000	
Vendor: 1199 85823	Check Total:	924.66			
	THE GREENER BLADE			Check Sequence: 43	ACH Enabled: False
	Turf Maintenance	275.00	09/25/2023	101-52-4400-0000	
Vendor: 694 M28556 M28557	Check Total:	275.00			
	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 44	ACH Enabled: True
	Council Meeting	365.50	09/25/2023	101-13-4400-0000	
Vendor: 1348 5026726492 6098618	Planning Meeting	179.00	09/25/2023	101-18-4400-0000	
	Check Total:	544.50			
	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 45	ACH Enabled: True
Vendor: 384 13767	PW's - Printer Lease	142.92	09/25/2023	101-32-4400-0000	
	PW's - Printer Lease	4.95	09/25/2023	101-32-4400-0000	
	Check Total:	147.87			
Vendor: 1356 2368	TOTAL PRINTING SERVICES			Check Sequence: 46	ACH Enabled: False
	Newsletters	1,070.00	09/25/2023	101-13-4351-0000	
	Check Total:	1,070.00			
Vendor: 392 32480	TURNKEY RESTORATION			Check Sequence: 47	ACH Enabled: False
	Replace Gutters-Eddy Station	2,982.26	09/25/2023	101-52-4223-0000	
	Check Total:	2,982.26			
Vendor: 1288 2023-Cells	VALLEY-RICH CO. INC.			Check Sequence: 48	ACH Enabled: False
	Water Valve Leak Repair - 4639 Bayswater Roac	5,061.50	09/25/2023	601-00-4400-0000	
	Check Total:	5,061.50			
Vendor: 1288 2023-Cells	MATTHEW ROBERT VANLITH			Check Sequence: 49	ACH Enabled: True
	Cell Phone Reimbursement	360.00	09/25/2023	101-32-4321-0000	
	Check Total:	360.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 421	VERIZON WIRELESS			Check Sequence: 50	ACH Enabled: False
9943391913	612-292-2968/7023/1196 & 612-368-0176	80.97	09/25/2023	601-00-4321-0000	Acct #842017386-00001
9943391913	612-292-2968/7023/1196 & 612-368-0176	80.97	09/25/2023	611-00-4321-0000	Acct #842017386-00001
9943391913	612-292-2968/7023/1196 & 612-368-0176	80.96	09/25/2023	631-00-4321-0000	Acct #842017386-00001
9943391913	612-581-4949-Sandie Thone	46.45	09/25/2023	101-13-4321-0000	Acct #842017386-00001
9943391913	612-581-2856-Eric Wilson	41.20	09/25/2023	101-13-4321-0000	Acct #842017386-00001
9943391913	612-581-4018-Jason Carlson	41.20	09/25/2023	101-18-4321-0000	Acct #842017386-00001
9943391913	612-581-6609-Wade Woodward	41.20	09/25/2023	101-24-4321-0000	Acct #842017386-00001
9943391913	612-581-3780-Marie Darling	41.20	09/25/2023	101-18-4321-0000	Acct #842017386-00001
9943391913	612-581-3931-Marc Nevinski	41.20	09/25/2023	101-13-4321-0000	Acct #842017386-00001
9943391913	612-581-5835-Janelle Crossfield	41.20	09/25/2023	201-00-4321-0000	Acct #842017386-00001
Check Total:		536.55			
Vendor: 393	VESSCO, INC			Check Sequence: 51	ACH Enabled: True
91966	Chlorine	446.57	09/25/2023	601-00-4221-0000	
Check Total:		446.57			
Vendor: 415	WARNER CONNECT			Check Sequence: 52	ACH Enabled: True
29941792	Network Maint Services	260.12	09/25/2023	101-19-4321-0000	
Check Total:		260.12			
Vendor: 1150	LUKE JAMES WEBER			Check Sequence: 53	ACH Enabled: False
2023-Cells	Cell Phone Reimbursement	360.00	09/25/2023	101-32-4321-0000	
Check Total:		360.00			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 54	ACH Enabled: True
292224	Road Maint	1,152.00	09/25/2023	101-32-4250-0000	
292298	Road Maint	496.40	09/25/2023	101-32-4250-0000	
292428	Road Maint	1,460.10	09/25/2023	101-32-4250-0000	
292754	Road Maint	389.67	09/25/2023	101-32-4250-0000	
292826	Road Maint	197.16	09/25/2023	101-32-4250-0000	
Check Total:		3,695.33			
Vendor: 875	WS & D PERMIT SERVICE, INC.			Check Sequence: 55	ACH Enabled: False
27860IslandVwRd	Building Permit Cancelled - Refund @ 27860 Isl	1.00	09/25/2023	101-00-2085-0000	
27860IslandVwRd	Building Permit Cancelled - Refund @ 27860 Isl	125.00	09/25/2023	101-24-3221-0000	
Check Total:		126.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 411	XCEL ENERGY, INC.				ACH Enabled: True
844445652	5655 Merry Lane	35.25	09/25/2023	101-52-4380-0000	5655 Merry Lane
844575644	5500 Old Market Rd	4.02	09/25/2023	601-00-4398-0000	5500 Old Market Rd
	Check Total:	39.27			
	Total for Check Run:	1,595,169.85			
	Total of Number of Checks:	56			



City Council Meeting Item

Title/Subject: Approving Public Works Custodial Services Agreement
Meeting Date: September 25, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Professional Services Agreement – Custodial Services

2D
MEETING TYPE
Regular
Meeting

Background:

Public Works facility currently has a cleaning vendor that cleans and maintains the office, bathroom, locker room and break room areas. In 2023, routine and basic cleaning has not been performed to the desired and needed standards after communication with the contractor was made. As a result, we plan to move forward beginning October 1, 2023 with Maya Maintenance, a women-owned business enterprise (WBE), for cleaning and maintenance services.

The service agreement with Maya Maintenance including details on contract renewal and cancellation terms are attached.

Financial or Budget Considerations:

The cost of service from May through October will be \$303.00 per month for one time per week service. November through April will be \$520 per month for two times per week service. Funding would be through the existing operations budget for Department 31 – Public Works.

Action Requested:

Motion to approve the service agreement for Maya Maintenance for cleaning and maintenance services at the Public Works Facility.

PROFESSIONAL SERVICES AGREEMENT FOR CUSTODIAL SERVICES

THIS AGREEMENT is made this October 1, 2023 ("Effective Date") by and between Maya Maintenance LLC, a Minnesota limited liability company, with its principal office located at 5701 Shingle Creek Parkway, Brooklyn Center, MN 55430 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

- A. Contractor is engaged in the business of providing custodial services.
- B. The City desires to hire Contractor to provide facility cleaning services as part of routine public works building maintenance one time per week during non-winter months and two times per week during winter months.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

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

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A** (the "General Instructions for our Cleaning Staff" & "Service Schedule" & "Terms"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. In the event of a conflict between this Agreement and Exhibit A, this Agreement shall control.
2. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A, inclusive of reimbursables, expense, taxes and other charges.** The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
3. **Term and Termination.** The term of this Agreement shall commence on _____, 2023 and terminate on _____, 2023. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by members of the profession under similar circumstances. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Contractor's breach of this standard of care. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services. Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

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

10. **Subcontractors.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

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

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

- A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employers liability coverage with minimum limits are as follows:
- \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

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

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

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

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

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

14. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims,

actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

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

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

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

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

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

20. **Agreement Not Exclusive.** The City retains the right to hire other professional Contractor service providers for this or other matters, in the City's sole discretion.

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

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

23. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is the City Administrator of the City, or designee. Contractor's authorized agent for purposes of administration of this contract is _____, or designee who shall perform or supervise the performance of all Services.

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

Contractor

Maya Maintenance LLC
5701 Shingle Creek Parkway
Brooklyn Center, MN 55430

The City

City Administrator
5755 Country Club Road
Shorewood, MN 55331

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

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

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

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

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

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

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

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

Maya Maintenance, LLC

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____
Jennifer Labadie, Mayor

By: _____
Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

EXHIBIT A

MAYA MAINTENANCE JANITORIAL PROPOSAL



Woman-Owned Certified



PREPARED FOR: Shorewood Public Works

PREPARED BY: MAYA MAINTENANCE LLC

August 18, 2023

- Dear Mr. Morreim we would like to thank you for allowing Maya Maintenance LLC to prepare and submit to you a Cleaning Proposal in respect of Shorewood Community Center
- We'll provide you with a brief history about our Company to better assist you in your decision making with respect to our proposal. Maya Maintenance LLC is a woman-owned certified facility service provider for building maintenance and janitorial services. We believe in providing the highest quality services for our customers at the most competitive cost.
- Each of our cleaners/janitors are thoroughly trained in respect to each cleaning task and have each successfully completed all the necessary safety training involved.
- Our Company's goal is to professionally clean and service each of our customer's facilities and buildings to the best of our abilities and in the highest standard possible.
- At Maya Maintenance LLC, we understand that our customers want as few hassles as possible; therefore, Maya Maintenance will provide strong management and direction for each project to ensure services are delivered to you in a smooth and hassle-free manner.
- We look forward to the opportunity to service your needs and become a valued partner in maintaining and improving the appearance and cleanliness of your business/facility.

Sincerely,

Maya Maintenance LLC
e-mail : dave@maya-maintenance.com
Cell -612-446-8820

GENERAL INSTRUCTIONS FOR OUR CLEANING STAFF

- No smoking in the building at any time.
- Maintain neat and orderly janitorial closet.
- Leave a message advising of any irregularities noted during service.
- Report unsafe conditions.
- Turn off all lights except those required to be on.
- Do not turn off computers, photocopy machines and other electronic equipment.
- Lock all entrance doors when leaving. (Night staff)
- Boxes and other items for disposal not found in waste baskets should be clearly marked by the customer indicating that these items are to be placed for disposal. If these items are not marked for disposal, leave them where found.
- Lost and found to be turn in to Property Manager/ inform supervisor.

Pricing and Specifications

PRICING DETAILS

FREQUENCY:	1 time per week Wednesday
PRICING:	\$303.00 PLUS TAXES

FREQUENCY:	2 X WEEK Wednesday & Saturday or Sunday
PRICING:	\$520 PER MONTH PLUS TAXES

START TIME:	AFTER BUSINESS HOURS
--------------------	----------------------

MAYA MAINTENANCE SERVICE SCHEDULE: *Shorewood Public Works*

ENTRYWAY	Wed.	Saturday	Monthly	Quarterly
Spots clean all interior area and lobby front doors and entrance glass	✓	✓		
Vacuum mats, roll up and mop all tile floor surfaces	✓	✓		
Empty trash containers and remove garbage to the designated area	✓	✓		
Damp wipe reception counters, spot clean exterior face of reception area	✓	✓		
Wipe and disinfect touch points (door handles, counter tops, phones, drinking fountains)	✓	✓		
Squeegee all interior area and lobby front doors and entrance glass	✓	✓		
Dust windowsills, furniture, flat surfaces, and picture frames	✓	✓		
Remove cobwebs (minimum monthly – check as needed)	✓	✓		

Clean baseboards, carpet edges and corners	✓	✓		
OFFICES/CONFERENCES				
Clean and sanitize tables (arrange chairs neatly around tables) wipe chair base	✓	✓		
Empty trash and recycle	✓	✓		
Clean and disinfect sinks in applicable rooms	✓	✓		
Dust window ledges, and low reaching areas including baseboards and moldings	✓	✓		
Vacuum carpet and edges or seep and mop floors	✓	✓		
Remove cobwebs (minimum monthly – check as needed)	✓	✓		
Dust partition tops, wall hangings, computer tops and backs, wipe chairs, Dust blinds	✓	✓		
RESTROOMS				
Restock paper towels, hand soap, and other supplies	✓	✓		
Clean and disinfect sinks and countertops in applicable rooms	✓	✓		
Empty trash containers and remove garbage to the designated area	✓	✓		
Mop and disinfect all tile floor surfaces	✓	✓		
Disinfect door handles and light switches	✓	✓		
Clean tile	✓	✓		
Wipe stalls	✓	✓		
wall surfaces	✓	✓		
Change air freshener when beeping, change batteries as needed	✓	✓		
Mats				
Vacuum mats from shop area to office	✓	✓		
JANITOR CLOSET				
Keep supplies always stocked and neat	✓	✓		
Sweep and mop floor each night after use	✓	✓		
Keep items clear of electrical boxes	✓	✓		

MAYA MAINTENANCE LLC CLEANING SERVICE AGREEMENT TERMS

~~The undersigned client hereby accepts the proposal of Maya Maintenance LLC for Janitorial services for the client's premises located at~~

~~Shorewood Public Works~~

~~With the following terms:~~

1.Beginning _____ Maya Maintenance LLC will arrange for delivery of the commercial cleaning services described on the preceding **Service Schedule**.

☐ 1 x week (after business hours at a monthly cost of \$303.00 plus taxes (unless tax exempt)

☐ 2 x week (after business hours at a monthly cost of \$520.00 Plus taxes (unless tax exempt)

1. Client accepts that the services to be provided under the service schedule outlined on the preceding pages. Client agrees to inform Maya Maintenance LLC if dissatisfied with the services / service provider so appropriate corrections can be made.
2. The contract price under Pricing and specifications is applicable for one year from the date this agreement is signed by both parties. The price is subject to mutually agreeable adjustments based upon substantial changes in occupancy or cleaning requirements.
3. After the first year of this agreement, and upon 30 days written notice, Maya may increase such prices up to a maximum of 3% solely to the extent such increase corresponds with the percentage increase in the wages and benefits payable by Maya to its employees. (i.e., price increases may not be implemented solely or primarily just to increase the prices without a corresponding increase in Maya's cost in providing the services).
- ~~4. Client will be invoiced each month for that month's service, with payments due by the 1st of the following month. If payment is not received by the 5th of the month an additional charge will apply in the form of interest not to exceed the maximum allowable under applicable law. Maya can suspend services pending receipt of late payments.~~
5. Client will provide Maya Maintenance with a signed copy of this agreement, one set of keys and one set of access cards, which will be returned to client if this agreement is terminated.
6. Cleaning equipment is included in the price.
- ~~7. This agreement shall become effective on the date it is signed by both parties hereto. Either party may terminate this agreement at any time, with or without cause (i.e. including for convenience) by supplying a written notice of termination on a specific date to the other party, with at least 30 days prior to the stated date of termination.~~
8. Services are not provided on New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day unless separate arrangements are made for an additional charge.

9. Customer Confidential Information. Maya Maintenance staff may come into contact with personal, confidential, or otherwise protected information when performing services. Maya Maintenance LLC agrees not to remove, divulge, disclose, or communicate any of this information.
10. Maya Maintenance carries General Liability, and bond insurance. (a copy of both insurances will be provided to customer)
- ~~11. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract.~~
- ~~12. Notices: Notices required to be given under this agreement shall be mailed (first class, via registered, or certified mail) or hand delivered,~~

~~To: Maya Maintenance LLC
P.O Box 21303
Columbia Heights, MN 54421~~

~~To: Shorewood Public Works
24200 Smithtown Rd
Shorewood, MN 55331~~

- ~~11. The prices, specifications, and conditions of this page and accompanying pages of this proposal are satisfactory and are hereby accepted.~~

~~Terms Accepted by:~~

~~_____
Shorewood Public Works~~

~~_____
Maya Maintenance LLC~~

~~_____
Signer's Title~~

~~_____
Signer's Title~~

~~_____
Date Signed~~

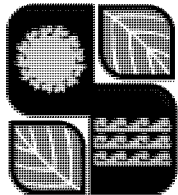
~~_____
Date Signed~~

~~_____
Legal Business Name~~

~~_____
Legal Business Name~~

~~_____
Federal Tax ID~~

~~_____
Federal Tax ID~~



City of Shorewood

City Council Meeting Item

Title/Subject:	Custodial Services Agreement for Shorewood Community and Event Center	<div>Item 2E</div>
Meeting Date:	Monday, September 25, 2023	
Prepared by:	Janelle Crossfield, Parks and Recreation Director	
Reviewed by:	Marc Nevinski, City Administrator	
Attachments:	Professional Services Agreement for Custodial Services, Exhibit A & B	

Background:

The Shorewood Community and Event Center provides rentals to residents, community members, non-profit organizations, and businesses up to seven days a week. Historically, the building has relied on an independent contractor for routine custodial services and maintenance. With increasing rentals and foot traffic in the building the need for additional support and services has been requested by the contractor and staff agree it is necessary to provide quality experiences for users of the building.

Financial or Budget Considerations: Services will cost \$460 per month for a weekly cleaning for the remainder of 2023 and \$920 per month for a twice weekly cleaning during 2024. The services are included in the budget for 2024 but were not included in the 2023 budget. Revenue will help to offset this expense and include a rental of the banquet room which increased from three to four evenings a week resulting in a weekly increased revenue of \$100. Additionally, the tier three kitchen renter generates a monthly revenue of \$1000.

An additional hourly rate of \$35 per hour will be charged for any tear down of room set-ups necessary for cleaning. This will offset the fees for services from the existing contractor completing these tear downs.

Action Requested:

Motion to approve the service agreement with Maya Maintenance LLC. A simple majority vote is required.

PROFESSIONAL SERVICES AGREEMENT FOR CUSTODIAL SERVICES

THIS AGREEMENT is made this October 1, 2023 ("Effective Date") by and between Maya Maintenance LLC, a Minnesota limited liability company, with its principal office located at 5701 Shingle Creek Parkway, Brooklyn Center, MN 55430 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

- A. Contractor is engaged in the business of providing custodial services.
- B. The City desires to hire Contractor to provide facility cleaning services as part of routine Shorewood Community and Event Center building maintenance one time per week through the December of 2023 and twice weekly in 2024.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

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

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A and B** (the "General Instructions for our Cleaning Staff" & "Service Schedule" & "Terms"). **Exhibit A and B** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. In the event of a conflict between this Agreement and Exhibit A and B, this Agreement shall control.
2. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A and B, inclusive of reimbursables, expense, taxes and other charges.** The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
3. **Term and Termination.** The term of this Agreement shall commence on _____, 2023 and terminate on _____, 2024. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by members of the profession under similar circumstances. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Contractor's breach of this standard of care. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services. Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

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

10. **Subcontractors.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

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

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

- A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employers liability coverage with minimum limits are as follows:
- \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

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

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

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

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

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

14. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims,

actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

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

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

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

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

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

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

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

Maya Maintenance, LLC

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

EXHIBIT A

MAYA MAINTENANCE JANITORIAL PROPOSAL



Woman-Owned Certified



PREPARED FOR: Shorewood Community / Event Center

Proposal for October- December 2023

PREPARED BY: MAYA MAINTENANCE LLC

September 18, 2023

- Dear Ms. Crossfield, we would like to thank you for allowing Maya Maintenance LLC to prepare and submit to you a Cleaning Proposal in respect of Shorewood Community Center
- We'll provide you with a brief history about our Company to better assist you in your decision making with respect to our proposal. Maya Maintenance LLC is a woman-owned certified facility service provider for building maintenance and janitorial services. We believe in providing the highest quality services for our customers at the most competitive cost.
- Each of our cleaners/janitors are thoroughly trained in respect to each cleaning task and have each successfully completed all the necessary safety training involved.
- Our Company's goal is to professionally clean and service each of our customer's facilities and buildings to the best of our abilities and in the highest standard possible.
- At Maya Maintenance LLC, we understand that our customers want as few hassles as possible; therefore, Maya Maintenance will provide strong management and direction for each project to ensure services are delivered to you in a smooth and hassle-free manner.
- We look forward to the opportunity to service your needs and become a valued partner in maintaining and improving the appearance and cleanliness of your business/facility.

Sincerely,

Maya Maintenance LLC
e-mail : dave@maya-maintenance.com
Cell -612-446-8820

GENERAL INSTRUCTIONS FOR OUR CLEANING STAFF

- No smoking in the building at any time.
- Maintain neat and orderly janitorial closet.
- Leave a message advising of any irregularities noted during service.
- Report unsafe conditions.
- Turn off all lights except those required to be on.
- Do not turn off computers, photocopy machines and other electronic equipment.
- Lock all entrance doors when leaving. (Night staff)
- Boxes and other items for disposal not found in waste baskets should be clearly marked by the customer indicating that these items are to be placed for disposal. If these items are not marked for disposal, leave them where found.
- Lost and found to be turn in to Property Manager/ inform supervisor.

Pricing and Specifications

PRICING DETAILS

PRICING- 1 X week cleaning	\$460.00 PER MONTH (plus taxes unless tax exempt)
-----------------------------------	--

FREQUENCY:	1 X WEEK - Sunday
-------------------	-------------------

START TIME:	AFTER BUSINESS HOURS ONCE PER WEEK
--------------------	------------------------------------

Scope of work- tear down of room set -ups Sundays	Price
Set up – \$35 dollars per hour if already onsite. Set up – \$ 48 dollars per hour if team is dispatched to set up only. Coming separately will be subject to a \$288.00 minimum charge which will cover 6 hours of labor and mobilization.	\$ 35.00 dollars an hour \$48.00 dollars an hour

MAYA MAINTENANCE SERVICE SCHEDULE:
Shorewood Community Center

ENTRYWAY	Wed.	Sunday	Monthly	Quarterly
Spots clean all interior area and lobby front doors and entrance glass		✓		
Vacuum mats, roll up and mop all tile floor surfaces		✓		
Empty trash containers and remove garbage to the designated area		✓		
Damp wipe reception counters, spot clean exterior face of reception area		✓		
Wipe and disinfect touch points (door handles, counter tops, phones, drinking fountains)		✓		
Squeegee all interior area and lobby front doors and entrance glass		✓		
Dust windowsills, furniture, flat surfaces, and picture frames		✓		
Remove cobwebs (minimum monthly – check as needed)		✓		
Clean baseboards, carpet edges and corners		✓		
Kitchenette				
Empty trash containers and remove garbage and recycling to the designated area		✓		
Clean refrigerator front and top/ Clean refrigerators and freezers (cyber will notify on date)		✓		
Sweep & Mop floor (move chairs as needed)		✓		
Spots clean any internal window glass, removing fingerprints and smudges		✓		
Wipe and disinfect touch points (door handles, counter tops, phones, drinking fountains)		✓		
Vacuum carpets or sweep floors		✓		
Run Dishwasher/ Put away dishes		✓		
Dust vending machines & window ledges		✓		
Remove cobwebs (minimum monthly – check as needed)		✓		
Clean under sink				
CONFERENCE ROOMS/OFFICE / WORKSTATIONS				
Clean and sanitize tables (arrange chairs neatly around tables) wipe chair base		✓		
Empty trash and recycle		✓		
Clean and disinfect sinks in applicable rooms		✓		
Dust window ledges, and low reaching areas including baseboards and moldings		✓		

Vacuum carpet and edges or seep and mop floors		✓		
Remove cobwebs (minimum monthly – check as needed)		✓		
Dust partition tops, wall hangings, computer tops and backs, wipe chairs, Dust blinds		✓		
RESTROOMS				
Restock paper towels, hand soap, and other supplies		✓		
Clean and disinfect sinks and countertops in applicable rooms		✓		
Empty trash containers and remove garbage to the designated area		✓		
Mop and disinfect all tile floor surfaces		✓		
Disinfect door handles and light switches		✓		
Clean tile		✓		
Wash stalls		✓		
wall surfaces		✓		
Change air freshener when beeping, change batteries as needed		✓		
Event Room/balcony				
Empty trash, dust window ledges, furniture, and wall hangings		✓		
Mop hard surface floor		✓		
Wipe Counter, clean and sanitized tables and straighten chairs		✓		
Clean glass		✓		
Sweep balcony				
Kitchen				
Wipe counter tops, tables, microwaves, refrigerator		✓		
Dust window ledged, furniture, computer tops/ back and wall hangings (if open)		✓		
Empty Trash and Recycling (if open or left outside)		✓		
Vacuum carpet (if open)		✓		
JANITOR CLOSET				
Keep supplies always stocked and neat		✓		
Sweep and mop floor each night after use		✓		
Keep items clear of electrical boxes		✓		

MAYA MAINTENANCE LLC CLEANING SERVICE AGREEMENT

~~The undersigned client hereby accepts the proposal of Maya Maintenance LLC for Janitorial services for the client's premises located at~~

~~Shorewood Community Center~~

~~With the following terms:~~

1. Beginning _____ Maya Maintenance LLC will arrange for delivery of the commercial cleaning services described on the preceding **Service Schedule**.

1 x week cleaning after business hours

1 x week tear down of room set-ups on Sundays

1. Client accepts that the services to be provided under the service schedule outlined on the preceding pages. Client agrees to inform Maya Maintenance LLC if dissatisfied with the services / service provider so appropriate corrections can be made.
2. The contract price under Pricing and specifications is applicable for one year from the date this agreement is signed by both parties. The price is subject to mutually agreeable adjustments based upon substantial changes in occupancy or cleaning requirements.
3. After the first year of this agreement, and upon 30 days written notice, Maya may increase such prices up to a maximum of 3% solely to the extent such increase corresponds with the percentage increase in the wages and benefits payable by Maya to its employees. (i.e., price increases may not be implemented solely or primarily just to increase the prices without a corresponding increase in Maya's cost in providing the services).
- ~~4. Client will be invoiced each month for that month's service, with payments due by the 1st of the following month. If payment is not received by the 5th of the month an additional charge will apply in the form of interest not to exceed the maximum allowable under applicable law. Maya can suspend services pending receipt of late payments.~~

5. Client will provide Maya Maintenance with a signed copy of this agreement, one set of keys and one set of access cards, which will be returned to client if this agreement is terminated.
6. Cleaning equipment is included in the price.
- ~~7. This agreement shall become effective on the date it is signed by both parties hereto. Either party may terminate this agreement at any time, with or without cause (i.e. including for convenience) by supplying a written notice of termination on a specific date to the other party, with at least 30 days prior to the stated date of termination.~~
8. Services are not provided on New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day unless separate arrangements are made for an additional charge.
9. Customer Confidential Information. Maya Maintenance staff may come into contact with personal, confidential or otherwise protected information when performing services. Maya Maintenance LLC agrees not to remove, divulge, disclose, or communicate any of this information.
10. Maya Maintenance carries General Liability, and bond insurance. (a copy of both insurances will be provided to customer)
- ~~11. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract.~~
- ~~12. Notices: Notices required to be given under this agreement shall be mailed (first class, via registered, or certified mail) or hand delivered,~~

~~To: Maya Maintenance LLC
P.O Box 21303
Columbia Heights, MN 54421~~

~~To: Shorewood Community Service
5735 Country Club Road
Shorewood, MN. 55331~~

- ~~11. The prices, specifications, and conditions of this page and accompanying pages of this proposal are satisfactory and are hereby accepted.~~

Terms Accepted by:

Shorewood Community Center

Maya Maintenance LLC

Signer's Title

Signer's Title

Date Signed

Date Signed

Legal Business Name

Legal Business Name

Federal Tax ID

Federal Tax ID

EXHIBIT B
SCOPE OF SERVICES & FEE SCHEDULE

EXHIBIT B

MAYA MAINTENANCE JANITORIAL PROPOSAL



Woman-Owned Certified



PREPARED FOR: Shorewood Community / Event Center

Proposal for January 2024- December 2024

PREPARED BY: MAYA MAINTENANCE LLC

September 18, 2023

- Dear Ms. Crossfield, we would like to thank you for allowing Maya Maintenance LLC to prepare and submit to you a Cleaning Proposal in respect of Shorewood Community Center
- We'll provide you with a brief history about our Company to better assist you in your decision making with respect to our proposal. Maya Maintenance LLC is a woman-owned certified facility service provider for building maintenance and janitorial services. We believe in providing the highest quality services for our customers at the most competitive cost.
- Each of our cleaners/janitors are thoroughly trained in respect to each cleaning task and have each successfully completed all the necessary safety training involved.
- Our Company's goal is to professionally clean and service each of our customer's facilities and buildings to the best of our abilities and in the highest standard possible.
- At Maya Maintenance LLC, we understand that our customers want as few hassles as possible; therefore, Maya Maintenance will provide strong management and direction for each project to ensure services are delivered to you in a smooth and hassle-free manner.
- We look forward to the opportunity to service your needs and become a valued partner in maintaining and improving the appearance and cleanliness of your business/facility.

Sincerely,

Maya Maintenance LLC
e-mail : dave@maya-maintenance.com
Cell -612-446-8820

GENERAL INSTRUCTIONS FOR OUR CLEANING STAFF

- No smoking in the building at any time.
- Maintain neat and orderly janitorial closet.
- Leave a message advising of any irregularities noted during service.
- Report unsafe conditions.
- Turn off all lights except those required to be on.
- Do not turn off computers, photocopy machines and other electronic equipment.
- Lock all entrance doors when leaving. (Night staff)
- Boxes and other items for disposal not found in waste baskets should be clearly marked by the customer indicating that these items are to be placed for disposal. If these items are not marked for disposal, leave them where found.
- Lost and found to be turn in to Property Manager/ inform supervisor.

Pricing and Specifications

PRICING DETAILS

PRICING- 2 X week cleaning

\$920.00 PER MONTH (plus taxes
unless tax exempt)

FREQUENCY:

2 X WEEK Wednesday- Sunday

START TIME:

AFTER BUSINESS HOURS TWICE PER WEEK

Scope of work- tear down of room set -ups Sundays

Price

Set up – \$35 dollars per hour if already onsite.

Set up – \$ 48 dollars per hour if team is dispatched to set up only.

Coming separately will be subject to a \$288.00 minimum charge
which will cover 6 hours of labor and mobilization.

\$ 35.00 dollars an
hour

\$48.00 dollars an
hour

MAYA MAINTENANCE SERVICE SCHEDULE:
Shorewood Community Center

ENTRYWAY	Wed.	Sunday	Monthly	Quarterly
Spots clean all interior area and lobby front doors and entrance glass	✓	✓		
Vacuum mats, roll up and mop all tile floor surfaces	✓	✓		
Empty trash containers and remove garbage to the designated area	✓	✓		
Damp wipe reception counters, spot clean exterior face of reception area	✓	✓		
Wipe and disinfect touch points (door handles, counter tops, phones, drinking fountains)	✓	✓		
Squeegee all interior area and lobby front doors and entrance glass	✓	✓		
Dust windowsills, furniture, flat surfaces, and picture frames	✓	✓		
Remove cobwebs (minimum monthly – check as needed)	✓	✓		
Clean baseboards, carpet edges and corners	✓	✓		
Kitchenette				
Empty trash containers and remove garbage and recycling to the designated area	✓	✓		
Clean refrigerator front and top/ Clean refrigerators and freezers (cyber will notify on date)	✓	✓		
Sweep & Mop floor (move chairs as needed)	✓	✓		
Spots clean any internal window glass, removing fingerprints and smudges	✓	✓		
Wipe and disinfect touch points (door handles, counter tops, phones, drinking fountains)	✓	✓		
Vacuum carpets or sweep floors	✓	✓		
Run Dishwasher/ Put away dishes		✓		
Dust vending machines & window ledges	✓	✓		
Remove cobwebs (minimum monthly – check as needed)		✓		
Clean under sink				
CONFERENCE ROOMS/OFFICE / WORKSTATIONS				
Clean and sanitize tables (arrange chairs neatly around tables) wipe chair base	✓	✓		
Empty trash and recycle	✓	✓		
Clean and disinfect sinks in applicable rooms	✓	✓		
Dust window ledges, and low reaching areas including baseboards and moldings	✓	✓		

Vacuum carpet and edges or seep and mop floors	✓	✓		
Remove cobwebs (minimum monthly – check as needed)	✓	✓		
Dust partition tops, wall hangings, computer tops and backs, wipe chairs, Dust blinds	✓	✓		
RESTROOMS				
Restock paper towels, hand soap, and other supplies	✓	✓		
Clean and disinfect sinks and countertops in applicable rooms	✓	✓		
Empty trash containers and remove garbage to the designated area	✓	✓		
Mop and disinfect all tile floor surfaces	✓	✓		
Disinfect door handles and light switches	✓	✓		
Clean tile	✓	✓		
Wash stalls	✓	✓		
wall surfaces	✓	✓		
Change air freshener when beeping, change batteries as needed	✓	✓		
Event Room/balcony				
Empty trash, dust window ledges, furniture, and wall hangings	✓	✓		
Mop hard surface floor	✓	✓		
Wipe Counter, clean and sanitized tables and straighten chairs	✓	✓		
Clean glass	✓	✓		
Sweep balcony				
Kitchen				
Wipe counter tops, tables, microwaves, refrigerator	✓	✓		
Dust window ledged, furniture, computer tops/ back and wall hangings (if open)	✓	✓		
Empty Trash and Recycling (if open or left outside)	✓	✓		
Vacuum carpet (if open)	✓	✓		
JANITOR CLOSET				
Keep supplies always stocked and neat	✓	✓		
Sweep and mop floor each night after use	✓	✓		
Keep items clear of electrical boxes	✓	✓		

MAYA MAINTENANCE LLC CLEANING SERVICE AGREEMENT

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~~Shorewood Community Center~~

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Columbia Heights, MN 54421~~

~~To: Shorewood Community Service
5735 Country Club Road
Shorewood, MN. 55331~~
11. The prices, specifications, and conditions of this page and accompanying pages of this proposal are satisfactory and are hereby accepted.

Terms Accepted by:

Shorewood Community Center

Maya Maintenance LLC

Signer's Title

Signer's Title

Date Signed

Date Signed

Legal Business Name

Legal Business Name

Federal Tax ID

Federal Tax ID



City of Shorewood Council Meeting Item

Title/Subject: Resolution Accepting Donation for Oktoberfest
Meeting Date: September 25, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Resolution

2F

Background

Excelsior Morning Rotary is donating \$1250 of Oktoberfest towards the City of Shorewood expenditures for the 2023 Oktoberfest Celebration.

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.

<u>Name of Donor</u>	<u>Amount/Item</u>
Excelsior Morning Rotary	\$1250

Financial Considerations

The donation will offset event expenses.

Action Requested

Motion to approve the resolution accepting the donation as stated in the attached resolution. A simple majority vote is required.

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

RESOLUTION 23-099

**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>
Excelsior Morning Rotary	\$1250

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 25th day of September 2023.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
2G

Title/Subject: Personnel Policy Updates
Meeting Date: September 25, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Prohibiting Firearms at Work Policy
Resolution 23-096

Background

There have been numerous law changes, many of them enacted on July 1 of this year, that require the city to make updates to the existing Personnel Policy/Employee Handbook. In addition, there are others that will be forthcoming, such as Earned Sick and Safe Time (ESST) which will take effect January 1, 2024, and Paid Family Medical Leave Act (PFMLA) which will take effect in January of 2026.

The following explains the changes to the Shorewood Employee Personnel Policy and the justification for the updates. The stricken language is included with a ~~strikethrough~~ and the proposed language in red.

Proposed Change 1; Section 2 and 4.12 Firearms:

Earlier this year, the question was asked if an appointed official could carry a weapon on the city premises. When referencing the policy, City Attorney Shepherd found the following exemptions from the city Firearms policy and determined that legally, some of these positions should not be included in this policy. Staff is proposing to remove 4.12 Firearms Prohibited policy from the exception list as recommended by the City Attorney. Consultants and/or contracted personnel have been included in the new policy language proposed below in red. The **Prohibiting Firearms at Work Policy** which is attached, and the proposed language are recommended 2023 policy language by the League of MN Cities.

Subdivision 2. Positions Exempt

The following officers and positions are not covered by the policies in this Handbook, except for Sections 4.01-Gifts and Endorsements; 4.09-Use of City Communication Resources; 4.11-Offensive Behavior Policy; and 4.12 Firearms Prohibited policy, and where otherwise noted:

- All elected officials;
- Members of city boards, commissions, and committees;

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.*

- Volunteer personnel, emergency employees;
- Consultants and/or contracted personnel.

4.12 — Firearms Prohibited While Performing Work for the City

The purpose of this policy is to state that City employees shall not carry weapons while they are performing City business.

The City of Shorewood hereby establishes a policy prohibiting all employees from carrying or possessing firearms while acting in the course and scope of employment for the City. The possession or carrying of a firearm by employees is prohibited while working on City property or while working in any location on behalf of the City. These circumstances include but are not limited to:

- Driving on City business
- Riding as a passenger in a car or on any type of transit on City business
- Working at City Hall or any other City-owned work site
- Working off-site on behalf of the City
- Performing emergency or on-call work after normal hours and on weekends
- Working at private residences and at businesses on behalf of the City
- Attending training or conferences on behalf of the City

If a City employee must drive his or her personal vehicle on City business, he or she may check a firearm with the South Lake Minnetonka Police Department (SLMPD) during the workday and retrieve it after work. The SLMPD will establish procedures to ensure that the firearm is locked up and is not able to be retrieved by anyone other than the owner/employee.

When responding to on-call work from home after regular work hours, an employee is prohibited from bringing a firearm in his or her private vehicle unless the vehicle remains in a parking lot and is not needed in order to respond to the call.

Violations of this policy are subject to disciplinary action in accordance with the City's disciplinary procedures policy.

4.12 Possession and Use of Dangerous Weapons

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object modified to serve as a weapon or has the primary purpose of serving as a weapon. Possession or use of a dangerous weapon is prohibited on city property, in city vehicles, or in any personal vehicle which is being used for city business. This includes employees, consultants, and contracted personnel, with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Proposed Change 2; Section 6.0 Compensation and Reclassification:

The City Council approved a "Reclassification Policy" at its meeting on September 11, 2023 as a result of the completion of the compensation study and a need to have a formal written policy for reclassifying city positions. This policy language is included in Section 6.02 Plan Administration section (i) as shown below. In addition, while reviewing the current policy language updates were made to Section (a) to include the compensation study or market analysis as compensation determinants and Section (b) in that at times it may be necessary to establish a wage that exceeds the maximum of the range for that classification as was the case earlier this year, thus as approved by the city council has been added.

6.02 Plan Administration

- a. Each position in the City will have a position description that outlines the essential duties and functions of the position along with the required and desirable knowledge, skills, abilities, education, and experience. The position is then assigned a classification. A classification is a group of jobs with the same or similar duties, knowledge, skill, etc, such as administrative assistant, maintenance worker, etc. The classification then receives a pay equity rating based on the Hay evaluation system. Compensation is determined through the League of Minnesota Cities (LMC) annual salary and benefit survey **and/or by a formal compensation study or market analysis.**
- b. The compensation for each classification will designate a minimum salary based on the survey group average low wage for the classification, a maximum salary based on the survey group's average maximum salary, and a range based on the median salary of the survey group. The median represents the desired compensation for an employee who successfully meets the obligations and expectations of the position. This range also provides flexibility in the hiring of staff such that individuals with more experience or qualifications can be hired into this range. In no case shall a new hire be brought in below the minimum salary identified for the classification. Furthermore, the city shall not establish a wage for an employee that exceeds the maximum of the range for that classification, **unless approved by the city council.**
- i. **Employees who are reclassified due to a compensation study, market analysis, or reclassification request, will be placed into the new pay grade into the salary step at that grade nearest to their current salary, but not below their current salary. Employees who are reclassified and have over five years of service with the city will receive an additional step increase to allow for seniority and experience to be paid at a higher rate than newly hired employees.**

Proposed Change 3; Section 8.08 Pregnancy, Parenting Leave and Accommodations:

On July 1, 2023, the Minnesota Department of Labor sent notification that all cities having more than one employee must inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave. In addition, updates in the laws regarding Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy was passed and is included in the new policy language proposed below.

Parenting Leave Under Minnesota's Parenting Leave Law

Certain employees who are not eligible for FMLA leave may be eligible for up to six weeks of unpaid parenting leave in the event of the birth, adoption or foster placement of the employee's child. To be eligible for parenting leave, you must have worked for the City the equivalent of one-half time for your position for at least twelve months prior to your leave date. The leave will begin at a time requested by you. The leave may begin not more than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital. The City requests notification of your intent to take parenting leave as soon as possible so that we can assure that your position is properly covered in your absence. While on parenting leave, you may continue to participate in group insurance benefits at the group rate and at your regular contribution rate. Upon returning from leave, an employee will be returned to the employee's original position or to a comparable position with equivalent benefits, pay, and other terms and conditions of employment.

You may choose to substitute accrued vacation or compensatory time for unpaid parenting leave as the provisions within those written policies apply. Leaves that qualify under both this policy and the Family and Medical Leave Act will be counted toward the employee's available leave under both policies concurrently.

Returning to Work

Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during FMLA leave, the City undergoes layoffs and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of bona fide layoff and recall system, including a system under collective bargaining agreement, the employee is not entitled to reinstatement in the former comparable position. In such circumstances, the employee retains all of the rights under the layoff and recall system, as if the employee had not taken the FMLA leave.

Section 8.08 Pregnancy and Parenting Leave and Accommodations

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employees should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the

entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence. The city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave. Adoptive parents will be given the same opportunities for leave as biological parents. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

Proposed Change 4; Section 8.09, School Conference Leave:

In July of 2023 school conference leave was updated to apply to all cities with one or more employees. The school conference leave may no longer be restricted to certain employees but rather all employees have the right to use it. The updated language is the recommended language by the League of MN Cities.

8.09. — School Leave

~~Any employee who works an average number of hours per week equal to an average of at least 20 hours per week may take leave of up to a total of sixteen (16) hours during any school year to attend school conferences or school-related activities related to the employee's child (under 18 or under age 20 and still attending secondary school), provided the conferences or school-related activities cannot be scheduled during non-work hours. When the school conferences or school-related activities cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer. Such leave may be either unpaid or an employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this policy.~~

Section 8.09 School Conference Leave

Any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

Proposed Change 5; Section 8.16 Voting:

The following proposed updates to the Voting/Elections section of the Personnel Policy conform to changes made in July of 2023 allowing employees to be absent from work for the time necessary to vote including the period allowed for voting in-person before election day. The language provided for this section is sample policy language as recommended by the League of MN Cities.

8.16. Time Off to Vote

~~Generally, employees are able to find time to vote either before or after their regular work schedule. If an employee is unable to vote in an election during his or her non-working hours, such employee is allowed reasonable time off to vote on the morning of the election. Time off to vote must be pre-approved by your supervisor.~~

Section 8.16 Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment.

Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday. The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

Proposed Change 6; Section 8.17 Bone Marrow/Organ Donation Leave:

In July of 2023, the law changed stating that an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies. The policy language proposed is recommended language by the league of MN Cities and includes this new law and organ donation to our existing policy.

~~8.17. Bone marrow donation leave~~

~~The City will grant an employee (defined as one who works an average of 20 or more hours per week) up to 40 hours of paid leave in any one-year period to undergo a medical procedure to donate bone marrow. The employee must give reasonable advance notice of the need for leave to his or her manager. Prior to approving the leave, the City will require verification by the employee's physician.~~

Section 8.17 Bone Marrow/Organ Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

Proposed Change 7; Section 8.18 Nursing Mothers:

The following proposed updates to the Reasonable Work Time for Nursing Mothers section of the Personnel Policy conforms to the July 1 law changes. Employers are to notify all employees of the rights of pregnant and lactating employees when hired, when an employee makes an inquiry about or requests parental leave and in an employee handbook or personnel policy if one is provided. This proposed policy language complies with the new law and is recommended language of the League of MN Cities.

~~8.18 Breaks for nursing mothers~~

~~The City provides reasonable unpaid break time to an employee who needs to express breast milk for her infant child, except in the rare event that such a break would unduly disrupt operations. The City~~

~~will make a room available in which employees may express their milk in privacy. Employees should notify their supervisor if they need to take such breaks.~~

8.18 Reasonable Work Time for Nursing Mothers

Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk. The city will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Financial Considerations

No significant financial impact expected.

Action Requested

Motion to approve Resolution 23-096, adopting the Shorewood Employee Personnel Policy Updates. A simple majority vote is required.



Prohibiting Firearms at Work Policy

City of Shorewood

The City of Shorewood hereby establishes a policy prohibiting all employees, including consultants and contractors, and except for sworn employees of the Police Department, from carrying or possessing firearms while acting in the course and scope of employment for the city. The possession or carrying of a firearm by employees other than sworn Police Officers is prohibited while working on city property or while working in any location on behalf of the city. This includes but is not limited to:

- Driving on city business;
- Riding as a passenger in a car or any type of mass transit on city business;
- Working at city hall or any other city-owned work site;
- Working off-site on behalf of the city;
- Performing emergency or on-call work after normal business hours and on weekends;
- Working at private residences and at businesses on behalf of the city;
- Attending training or conferences on behalf of the city;

An exception to this policy is that city employees (including consultants and contractors) may carry and possess firearms in city-owned parking areas if they have obtained the appropriate permit(s). Therefore, if a city employee must drive his or her personal vehicle on city business, he or she may check a firearm with the city Police Department during the workday and retrieve it after work. The Police Department will establish procedures to ensure that the firearm is locked up and is not able to be retrieved by anyone other than the owner/employee.

When responding to on-call work from home after regular work hours, an employee is prohibited from bringing a firearm in their private vehicle unless the vehicle remains in a parking lot and is not needed in order to respond to the call.

Violations of this policy are subject to disciplinary action in accordance with the city's disciplinary procedures policy.

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

RESOLUTION 23-096

**A RESOLUTION APPROVING SHOREWOOD EMPLOYEE
PERSONNEL POLICY/EMPLOYEE HANDBOOK UPDATES**

WHEREAS, it has been a busy legislative season with many changes in public employee personnel policies; and

WHEREAS, the city provides an employee personnel policy/employee handbook to all city employees; and

WHEREAS, the city is required to comply with new laws as it relates to city employees; and

WHEREAS, the following changes and updates to the Shorewood Personnel Policy are being proposed:

- Changes to Subdivision 2. Positions Exempt section.
- Creation of a Prohibiting Firearms at Work Policy
- Repeal and Replace Section 4.12 Possession and Use of Dangerous Weapons
- Addition of Reclassification policy and language to Section 6.02 Classification
- Repeal and Replace Section 8.08 Pregnancy, Parenting Leave, Accommodations
- Repeal and Replace Section 8.09 School Conference Leave
- Repeal and Replace Section 8.16 Elections/Voting
- Repeal and Replace Section 8.17 Bone Marrow/Organ Donation Leave
- Repeal and Replace Section 8.18 Nursing Mothers

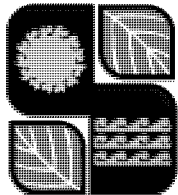
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the City of Shorewood Personnel Policy updates are approved.

ADOPTED by the City Council of the City of Shorewood this 25th day of September 2023.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
2H

Title/Subject: Approve Right of Entry - Arvig
Meeting Date: September 25, 2023
Prepared by: Marc Nevinski, City Administrator
Attachments: Right of Entry

Background

On August 28th the Council approved an extension of its service agreement with Warner Connect for IT services. This extension included the transition to a new long haul fiber carrier, Arvig. To make the transition, Arvig needs to access City Hall with a new fiber line and has asked the City to sign the attached Right of Entry.

Financial Considerations

There is no cost to the City for this work.

Action Requested

Motion to authorize the Mayor to sign the attached Right of Entry form. A majority vote of the Council is required.

ARVIG®
RIGHT OF ENTRY AND USE AGREEMENT ("AGREEMENT")

I, City Of Shorewood ("Grantor"), grants permission to Arvig Enterprises, Inc. (dba Arvig) and its affiliates and subsidiaries to install conduit, cables and related equipment for communications facilities (the "Systems") in Grantor's site located at (full business address) 5755 Country Club Rd Shorewood MN 55331 (the "Property") to provide communications services to Grantor, tenants, residents, licensees, customers or users at the Property. For their mutual benefit, each of the Parties agrees as follows:

1. Prior to any installation or future upgrades of the System, upon Grantor's request, Arvig will submit to Grantor entrance and construction plans specifying the location, construction and method of installation related to that System. Such plans shall be deemed accepted by Grantor unless objected to in writing within ten (10) days of submission by Arvig. Grantor shall immediately provide notice to Arvig of any known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or similar state or federal law.
2. Arvig will perform System installation, removal and maintenance in such a manner that it will not interrupt Property operations. Arvig may use qualified contractors or service providers for such activities. Upon removal of their System by Arvig, the removing Party or Parties Arvig will restore the Property affected by the installation to a condition as good as its condition prior to installation, with the exception of any permanent, immovable or concrete structures. Arvig shall bear all costs and expenses to repair any damage to the Property caused by Arvig. No Party shall be liable to any other Party for any punitive, special, indirect or consequential damages or lost revenues, rent or profits arising out of this Agreement, even if any of the Parties have been informed of the possibility of such damages.
3. Each Party will indemnify the other Parties for any costs, expenses, claims or liabilities for property damage or personal injury occurring at the Property, directly caused by such indemnifying Party's negligent act or omission, including in relation to the installation, maintenance, use, operation, protection, repair, or removal of the System, as applicable.
4. Arvig may access, maintain, upgrade, modify or remove their Systems on a 24/7 basis by providing reasonable advance notice and coordinating such activities with the Grantor. Grantor will provide the same level of security for the System as it provides for the Property in general and will not permit persons not authorized in writing by Arvig Enterprises, Inc. to move, interfere, (physically or electronically), make connections with or otherwise have access to the System.
5. On request of Grantor, Arvig will furnish evidence of its existing insurance and will, at all times, have in effect all the necessary authorizations and consents to construct and operate its System.
6. Arvig may transfer or assign in full, or as collateral, its rights in this Agreement, and the Grantor hereby consents to any such assignment hereof by Arvig.
7. Grantor represents and warrants that it has all rights, authority and approvals necessary to enter into this Agreement, and that this Agreement will not contravene any laws, orders, statutes, regulations or other agreements.
8. No subsequent agreement between Arvig and Grantor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.
9. Arvig ("Contractor") is the general contractor and may sub-contract to another contractor to perform the work required. This Agreement sets forth the entire understanding of the parties and supersedes any, and all prior agreements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention, written or oral, has been made by Contractor or the Parties which is not embodied herein.

Each of the Parties have caused this Agreement to be executed by their duly authorized representatives.

Arvig Enterprises, Inc. (dba Arvig)

Grantor: City of Shorewood, MN

Date: _____

Date: September 25, 2023

Signature: _____

Signature: _____

Name: David Schornack

Name: Jennifer Lababdie

Title: Director, Business Development and Sales

Title: Mayor

Company: Arvig Enterprises, Inc. (dba Arvig)

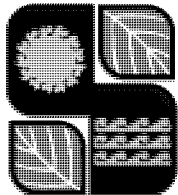
Company: City of Shorewood

Business Address: 150th 2nd Ave.

Business Address: 5755 Country Club Rd

City, State, Zip: Perham, MN 56573

City, State, Zip: Shorewood, MN 55331



City of Shorewood

City Council Meeting Item

Title/Subject: Authorize Execution of Hennepin County Regional Rail Authority Permit (HCRRA) for Freeman Park Trail Improvements

Meeting Date: September 25, 2023

Prepared by: Andrew Budde – City Engineer

Reviewed by: Matt Morreim – Public Works Director

Attachments: HCRRA Permit

Item 21

Background: Staff has been in coordination with Three Rivers Park District (TRPD) and Hennepin County Regional Rail Authority (HCRRA) related to the Freeman Park Trail Improvement which creates a new trail head connection to the Lake Minnetonka Regional Trail which is owned by HCRRA and maintained by TRPD. A permit is required for Shorewood to be able to construct the trail connection and culvert within the HCRRA right of way.

Financial or Budget Considerations: \$1 permit fee which has been accounted for in project budgeting.

Action Requested: A motion authorizing city staff to sign and execute the permit.

Permit No. **34-23**
File No. **73-33138L**

**Permit for
Connector Trail and Culvert**

Permittee: **City of Shorewood, a political subdivision of the State of Minnesota**

Address: **5755 Country Club Road, Shorewood, Minnesota 55331**

Commencement Date: _____
[TO BE FILLED IN BY HCRRA]

The Hennepin County Regional Railroad Authority ("HCRRA") grants to Permittee, in accordance with the terms of this Permit, permission for installation, use, and maintenance of:

Eight-foot (8') wide connector trail and culvert under connector trail as depicted on Exhibit A, ("Permitted Facility"),

at Permittee's sole cost, on Hennepin County Regional Railroad Authority ("HCRRA") property, located on or in the vicinity of HCRRA's Hopkins to Victoria Railroad Corridor ("Corridor") and described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) Hopkins to Victoria right-of-way, as depicted on HCRRA Property Map No. 1, Sheet 6 of 22 (R.T. Doc. No. 4685955, C.R. Doc. No. 5404251), between Strawberry Lane and Smithtown Road, in the City of Shorewood, Minnesota, as depicted on Exhibit A ("Property").

Exhibit A is attached hereto and incorporated by reference in this Permit.

The cost of this Permit shall be **\$1.00**.

GENERAL REQUIREMENTS

1. No work shall be started, nor entry made, onto the Property until HCRRA approves this Permit and issues it to Permittee.
2. Prior to beginning construction on the Permitted Facility and prior to any modification or relocation of the Permitted Facility, Permittee shall submit its plans for the work to HCRRA for review and comment. Permittee shall not begin work until HCRRA has reviewed Permittee's plans and has given Permittee written authorization to proceed. HCRRA reserves the right to reject any plans proposed by Permittee on the grounds, in HCRRA's sole discretion, that the plans are inappropriate or

incompatible with current or future use of the Corridor for transportation uses, including, but not limited to rail, bicycle and foot travel and the location of communication facilities including fiber optics lines.

3. Prior to beginning work on the Property, Permittee shall notify HCRRA when construction, modification or relocation of the Permitted Facility is scheduled to start and shall notify HCRRA when the work has been completed.
4. Permittee shall coordinate all permitted work with HCRRA's Contact, Jessica Galatz, 612-348-2691.
5. Permittee understands that HCRRA owns the Corridor of which the Permitted Property is a part, and that HCRRA acquired this right-of-way for light rail transit and other permitted transportation uses. HCRRA has granted to Three Rivers Park District permission to use a portion of the right-of-way for trail purposes subject to HCRRA's future use of the property. Permittee shall obtain prior approval from Three Rivers Park District for use of its trail for any purpose, including, the movement of equipment and delivery of materials such as dirt, compost, or wood chips by contacting Scott Schmidt, Regional Trails Maintenance Supervisor, 763-694-2051, or other designated contact.
6. Permittee shall install stop control for users entering the regional trail from the connector trail.
7. Permittee and Three Rivers Park District shall be responsible for maintenance of the Permitted Facility, including the connector trail and culvert. Maintenance of the Permitted Facility shall be as specified in the Local Trail Connection Agreement between the City of Shorewood and Three Rivers Park District, attached hereto as Exhibit B and incorporated by reference in this Permit. Permittee or Three Rivers Park District shall inspect the culvert every other year beginning in 2025 and submit a report on its condition to HCRRA. Permittee or Three Rivers Park District shall be responsible for replacing culvert.
8. During any construction, modification or relocation of the Permitted Facility, Permittee shall protect the work site and those who may enter the Property with proper signs, barricades and other protection or appropriate safety mechanisms.
9. Permittee acknowledges that underground fiber optic communication cables, in addition to other underground and aboveground utilities, may have been installed in the Corridor. Permittee shall at its expense properly locate and protect all such utilities during any construction, modification or relocation of the Permitted Facilities.
10. All work on the Property shall be performed in a workman like manner. Permittee shall abide by all local, state or federal ordinances or regulations related to its use of this Permit.

11. Permittee shall not make any changes in its use of the Property without permission of HCRRA.
12. Burning or disking operations and/or the use of chemicals to control or kill trees, brush and other vegetation is prohibited without prior approval from HCRRA.
13. Except as provided for in plans submitted to and authorized by HCRRA, Permittee shall avoid damaging existing trees and shall replace any trees existing on the Property that are damaged by Permittee at HCRRA's discretion with trees of similar size and type at Permittee's expense. Permittee shall properly sod and/or seed any areas disturbed by Permittee if required by HCRRA.
14. Permittee shall correct at its expense any failures due to settlement, erosion, lack of vegetation growth, rutting, or other problems related to its use of this Permit and shall restore to original or better condition all areas disturbed by any construction, relocation or modification of the Permitted Facility.
15. HCRRA retains the right to revise, relocate or close any entrance or terminate this Permit at its discretion upon ten (10) days notice.
16. If the improvement granted by this permit needs to be modified due to implementation of Light Rail Transit or other transportation improvement, as determined by HCRRA, MnDOT or their successors assigns, then such modifications shall be at the expense of the Permittee.
17. At its expense, Permittee shall maintain the Permitted Facility in good repair, including but not limited to, trash removal and weed control, and shall use reasonable precaution to prevent waste, damage, or injury. Permittee shall inspect culvert once per year. Permittee shall maintain and/or repair as necessary, including keeping pipe, inlet and outlet clear of obstructions.
18. Permittee shall comply with all reasonable rules adopted by HCRRA for the safety, care, and cleanliness of the Property and shall not create any nuisance on the Property.
19. Permittee must protect all existing utilities, waterways and drainage.
20. Permittee accepts the Property subject to any want or failure at any time of HCRRA's title to the Property or any part thereof and assumes any damages sustained by Permittee for want or failure of HCRRA's title to the Property. Permittee also accepts the Property subject to the rights of any party, including HCRRA, in and to any existing roadways and easements. Further, Permittee accepts the Property subject to all uses by HCRRA and all future uses by third parties permitted by HCRRA that are not incompatible with Permittee's permitted use.

21. Permittee accepts the Property subject to the rights of any person, firm or corporation, including HCRRA, in and to any existing telephone, telegraph and/or other wires, poles, underground cables or utilities, and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of Permittee's use of the Property to relocate any such facilities, Permittee shall bear and pay the cost of so doing.
22. Permittee accepts the Property in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness for suitability for any particular purpose.
23. Permittee shall not create or permit any condition of the Property that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Property introduced by Permittee, its agents, employees, invitees, subpermittees or permittees during Permittee's period of use, including conditions introduced that affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce those obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and has a plan for development of the Corridor to its highest and best use. Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.
24. In exchange for the rights and privileges granted in this Permit, Permittee agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations related to construction, modification and relocation of the Permitted Facility regarding any hazardous waste, pollutant, contaminant, petroleum-related material or other regulated substance on the Property regardless of whether or not the same was present on the Property before or after the commencement of this Permit.
25. Permittee shall provide to HCRRA, at no charge, upon HCRRA's request, copies of all studies, reports and findings resulting from any environmental, geotechnical, survey or other work conducted by or for Permittee on the Property.
26. Permittee shall defend, indemnify and hold harmless HCRRA, its Commissioners, officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee or Permittee's Secondaries or from any failure by them to comply with the provisions of this Permit and arising from exercise of the rights granted by this Permit including, but not limited to, those resulting from the presence of any hazardous waste, pollutant, contaminant, petroleum-related material or other regulated substance on the Property regardless of whether or not the same was present on the Property

before or after the commencement of this Permit. Permittee's Secondaries shall mean its contractors, subcontractors, officers, agents, employees, customers, volunteers, invitees, subpermittees, permittees, lessees or other occupiers of the Permitted Facility under its supervision or control. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation and termination of this Permit. HCRRA shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Property based upon the construction, operation, maintenance, relocation or modification of the Permitted Facility, nor for loss or damage sustained by Permittee or others in, about or adjacent to the Property by reason of the present or future condition of repair of the Permitted Facility, or for loss or damage arising from the acts or omissions of Permittee's Secondaries.

27. In order to protect itself, as well as HCRRA under the indemnification provisions contained in this agreement, Permittee and Permittee's contractors, subcontractors or agents shall purchase and maintain in force at all times during the term of this Permit the following minimum insurance coverages applicable to the Property, the Permitted Facility, affiliated activities, and/or this Permit or other insurance acceptable to HCRRA:

Limits

1. Commercial General Liability with the following coverages and limits.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

2. Automobile Liability - Combined \$2,000,000
single limit each occurrence coverage for bodily injury and property damage covering owned, non-owned, and hired automobiles.

3. Workers' Compensation and Employer's Liability:

- | | |
|--|-----------|
| a. Workers Compensation | Statutory |
| If the contractor is based outside of the state of Minnesota, coverage must apply to Minnesota laws. | |
| b. Employer's Liability. Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | 500,000 |
| Disease - Each Employee | 500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method

to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Permittee to determine the need for and to procure additional coverage which may be needed in connection with the Permitted Facility. All insurance policies shall be open to inspection by HCRRA. Permittee shall submit copies of all required policies to HCRRA upon request.

28. This Permit shall not be valid until Permittee has obtained the required insurance and filed an acceptable certificate of insurance with HCRRA. The certificate shall name Hennepin County Regional Railroad Authority, as certificate holder and as an additional insured with respect to operations covered under the Permit for all liability coverages except Workers' Compensation and Employer's Liability.

29. All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To Permittee: City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
Attn: Ryan Johnson

To HCRRA: Hennepin County Regional Railroad Authority
701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415-1843

30. The terms of this Permit are not intended to create rights in third party beneficiaries.

31. The language of this Permit shall prevail in the event there is a conflict between it and any depiction or any other representation contained in any attached Exhibit.

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(I, We), the undersigned, herewith accept the terms and conditions of the regulations as laid down by HCRRA and agree to fully comply therewith to the satisfaction of the HCRRA.

***HCRRA:**

By: _____
Deputy Executive Director

Date: _____

Recommended for Approval:

By: _____

Title: Assistant Director, Transportation Project Delivery Department

Date: _____

****PERMITTEE: City of Shorewood**

By: _____

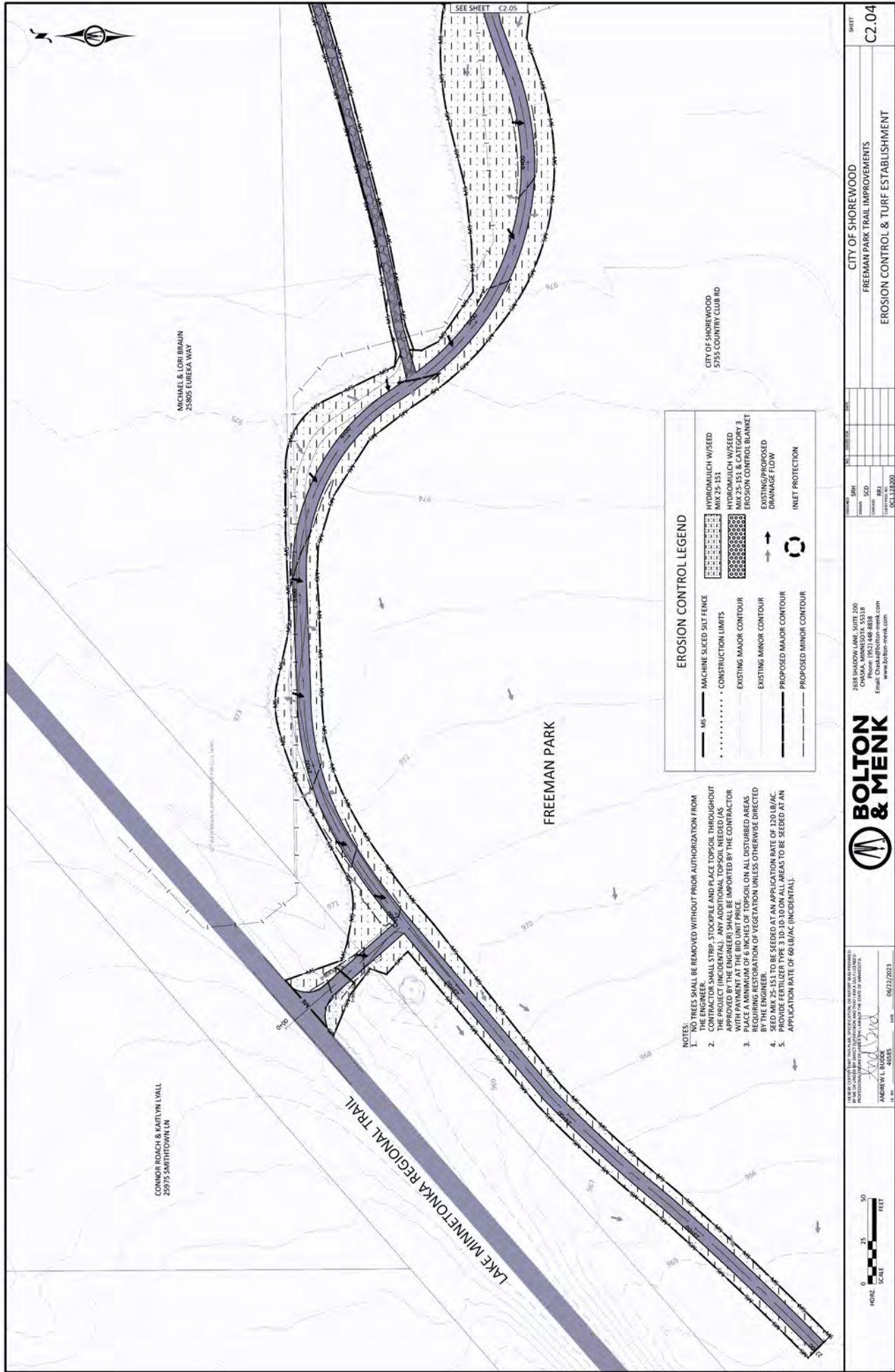
Title: _____

Date: _____

*In accordance with 06-HCRRA-23 the Director of Housing, Community Works and Transit is authorized to approve, execute and terminate permits for minor utility installations and underground utility and communications conduit crossings on behalf of the Hennepin County Regional Railroad Authority.

**Permittee shall submit applicable documentation (articles, bylaws, resolutions, or ordinances) that confirm the signatory's delegation of authority. This documentation shall be submitted at the time Permittee returns the signed Permit to the Authority. Documentation is not required for a sole proprietorship.

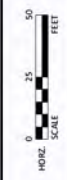




- NOTES:
1. TREES SHALL BE REMOVED WITHOUT PRIOR AUTHORIZATION FROM THE ENGINEER.
 2. CONTRACTOR SHALL STRIP, STOCKPILE AND PLACE TOPSOIL THROUGHOUT THE PROJECT (INCIDENTAL). ANY ADDITIONAL TOPSOIL NEEDED (AS APPROVED BY THE ENGINEER) SHALL BE IMPORTED BY THE CONTRACTOR.
 3. PLACE A MINIMUM OF 6 INCHES OF TOPSOIL ON ALL DISTURBED AREAS. REQUIRE RESTORATION OF VEGETATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 4. SEED MIX 25-151 TO BE SEED AT AN APPLICATION RATE OF 120 LB./AC.
 5. HYDROMULCH MIX 25-151 TO BE SEED AT AN APPLICATION RATE OF 60 LB./AC (INCIDENTAL).

EROSION CONTROL LEGEND

MA	MACHINE SLEED SILT FENCE	HYDROMULCH W/SEED MIX 25-151
.....	CONSTRUCTION LIMITS	HYDROMULCH W/SEED MIX 25-151 & CATEGORY 3 EROSION CONTROL BUNNET
---	EXISTING MAJOR CONTOUR	EXISTING/PROPOSED DRAINAGE FLOW
---	EXISTING MINOR CONTOUR	INLET PROTECTION
---	PROPOSED MAJOR CONTOUR	
---	PROPOSED MINOR CONTOUR	



THIS PLAN AND ALL INFORMATION CONTAINED HEREON ARE HEREBY
 GIVEN UNDER THE HANDS AND SEAL OF THE ENGINEER
 PROFESSIONAL ENGINEER
 ANDREW L. BRUNES
 06/22/2023

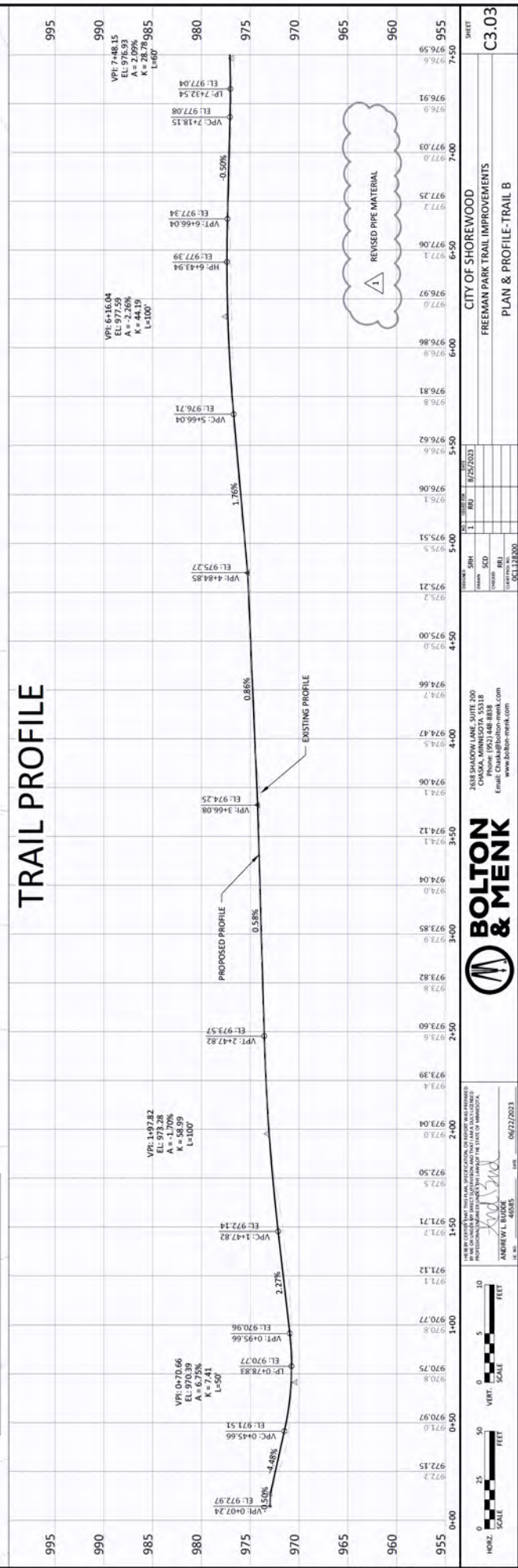
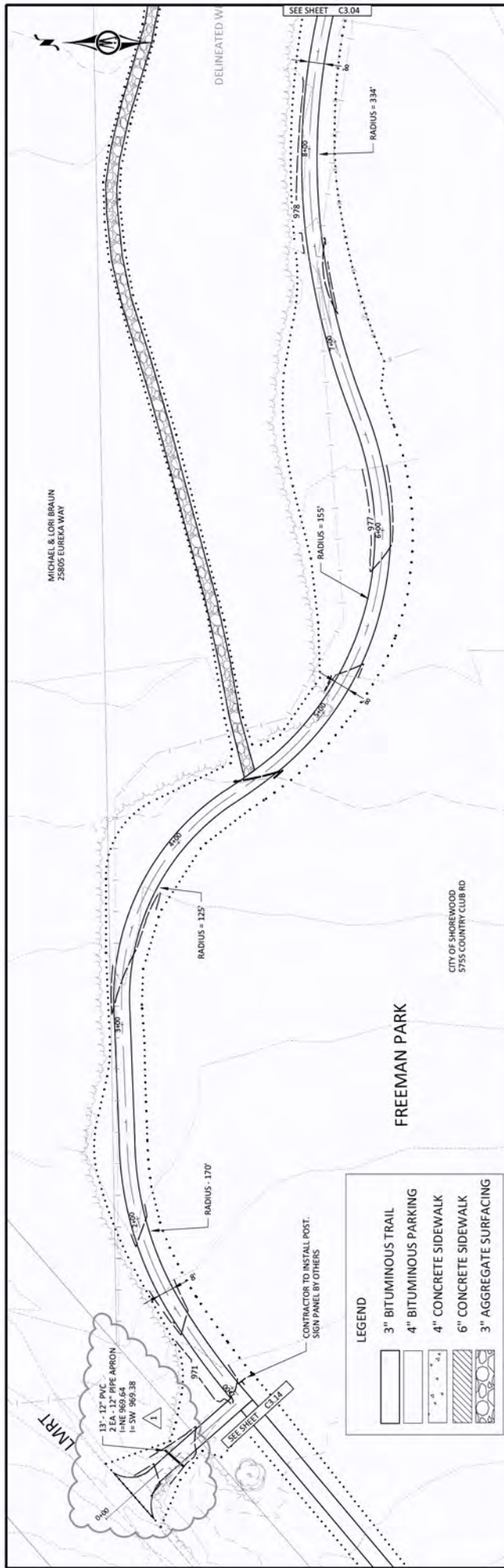


2638 SHADOW LANE, SUITE 200
 CHASKA, MINNESOTA 55318
 Email: Chaska@bolton-menk.com
 www.bolton-menk.com

DATE	06/22/2023
DESIGNED	SRH
CHECKED	SCD
DATE	06/22/2023
DESIGNED	BRH
CHECKED	SCD

CITY OF SHOREWOOD
 FREEMAN PARK TRAIL IMPROVEMENTS
 EROSION CONTROL & TURF ESTABLISHMENT

SHEET
 C2.04



**THREE RIVERS PARK DISTRICT
AND
CITY OF SHOREWOOD**

**LAKE MINNETONKA LRT REGIONAL TRAIL
FREEMAN PARK TRAILHEAD COOPERATIVE AGREEMENT**

This agreement ("Agreement") is made and entered into this ____ day of _____, 2023 by and between Three Rivers Park District, a political subdivision of the State of Minnesota (the "Park District"), and the City of Shorewood, a Minnesota municipal corporation (the "City"). The Park District and the City may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, the Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate and maintain park facilities and regional trail systems; and

WHEREAS, the Park District operates the Lake Minnetonka LRT Regional Trail through the City; and

WHEREAS, the Lake Minnetonka LRT Regional Trail currently lacks trailhead facilities that support an enhanced trail user experience; and

WHEREAS, the City owns lands suitable for Lake Minnetonka LRT Regional Trail trailhead establishment at Freeman Park; and

WHEREAS, establishment of a trailhead at Freeman Park requires development of an access trail connection through Freeman Park from the parking area to the Lake Minnetonka LRT Regional Trail.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Park District and the City agree as follows:

1. **Designation of Trailhead.** Subject to the terms and conditions of this Agreement, the City hereby grants the Park District the right to utilize City owned land within Freeman Park for regional trailhead parking, regional trail access, and regional trail wayfinding (kiosk) improvements.
2. **Design and Development.** The City and Park District have developed design plans for regional trailhead parking, regional trail access, and regional trail wayfinding improvements at Freeman Park (Exhibit A).

City agrees to lead development of the trailhead, access trail, and wayfinding signage concrete pad.

Park District agrees to lead development of the wayfinding signage improvements.

3. **Maintenance:** The City shall be responsible for all routine and preventative maintenance, repair and replacement of the pavement and markings constituting

the trailhead and access trail within Freeman Park at its own expense, including snow removal, to ensure the pavement remains in safe, good working order and open for public use.

The Park District shall be responsible for maintaining the wayfinding improvements.

4. **Funding.** The Park District shall reimburse the City for all actual costs associated with development of the trailhead and access trail, not to exceed \$327,000. City staff expenses are not eligible for reimbursement. Reimbursement will occur upon completion of the project and inspection by Park District staff.
5. **Indemnification.** Each Party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. Each Party agrees to indemnify, defend and hold harmless the other Party, its agents, employees and officers from any loss, liability, cost, damage and claim arising from any negligent or wrongful act or omission on the part of the indemnifying Party, its officers, employees, agents or representatives and asserted by a third party with respect to the indemnifying Party's obligations under this Agreement related to the design, construction, use, occupancy, development, operation, maintenance and repair of the trailhead, including any attorney fees and expenses incurred in defending any such claim. The Party seeking to be indemnified and defended shall provide timely notice to the other Party when a claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the Party indemnified. Nothing herein shall change or otherwise affect any limits on or exclusions from liability available to either Party under Minnesota Statutes, chapter 466 or other law. As provided in Minnesota Statutes, section 471.59, subdivision 1a, the Parties shall be considered a single governmental unit for the purposes of determining total liability and such total liability shall not exceed the total limits on governmental liability of a single governmental unit under Minnesota Statutes, section 466.04, subdivision 1.
6. **Successor and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that the Parties shall not have the right to assign rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other Party hereto.
7. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the Parties, or their duly authorized representatives. Any waiver by either Party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either Party with respect to any similar or dissimilar occurrences in the future.
8. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either Party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either Party will impair such Party's standing to exercise any other right or remedy.

9. **Saving Provision.** If any provision of this Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provisions of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.
10. **Termination.** This Agreement may be terminated by the Park District or the City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either Party upon material breach by the other Party that is not cured within ten (10) days after written notice of such breach by the non-breaching Party. The provisions of Section 5 survive termination with respect to claims set that arise from actions or occurrences that occurred prior to termination.
11. **Term.** This Agreement is valid and binding between the Parties in perpetuity. The City may terminate the Agreement in the event that the Lake Minnetonka LRT Regional Trail ceases operation for a period exceeding one (1) year.
12. **Notices.** Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Park District or the City at the addresses set forth below or at such other address as either Party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is set by express courier or U.S. Mail if otherwise.

If to the Park District:

Superintendent
Three Rivers Park District
c/o Legal Counsel
3000 Xenium Lane North
Plymouth, MN 55441

If to the City:

City Administrator
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

CITY OF SHOREWOOD,

A Minnesota municipal corporation

Its Mayor

Date _____, 2023

Its City Administrator

Date _____, 2023

THREE RIVERS PARK DISTRICT,

A public corporation and political subdivision of the State of Minnesota

Board Chair

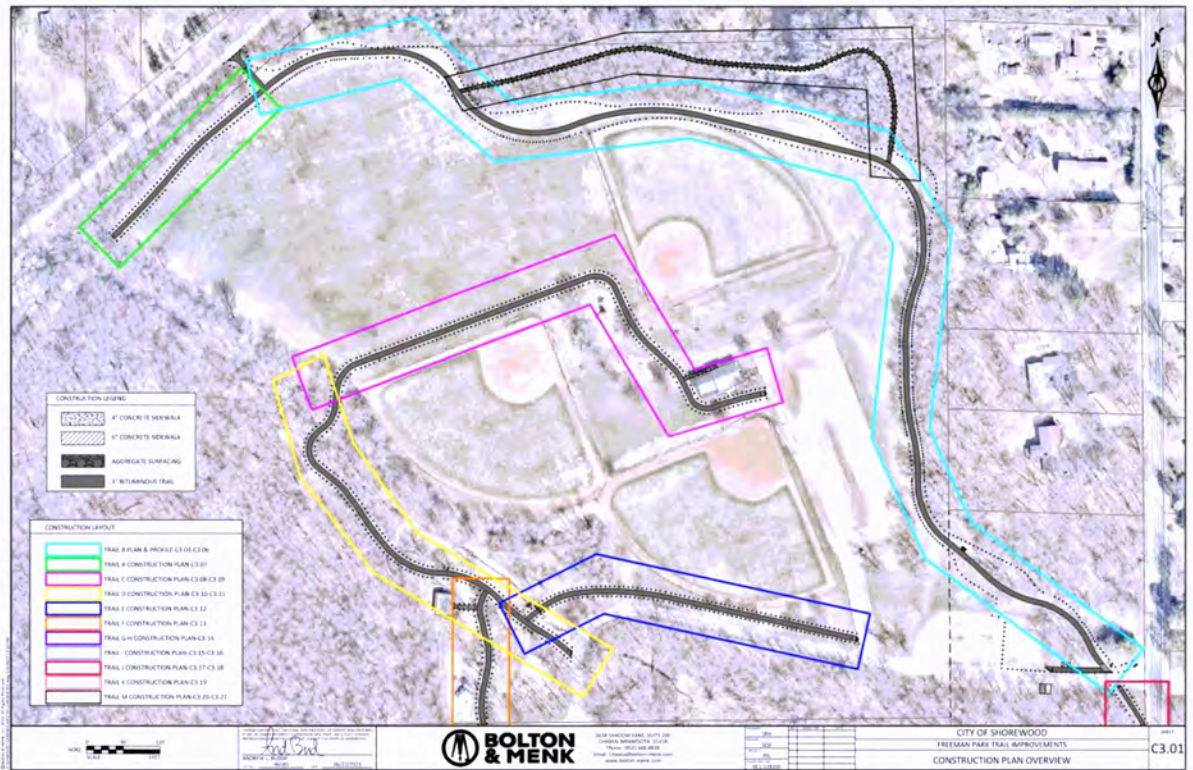
Date _____, 2023

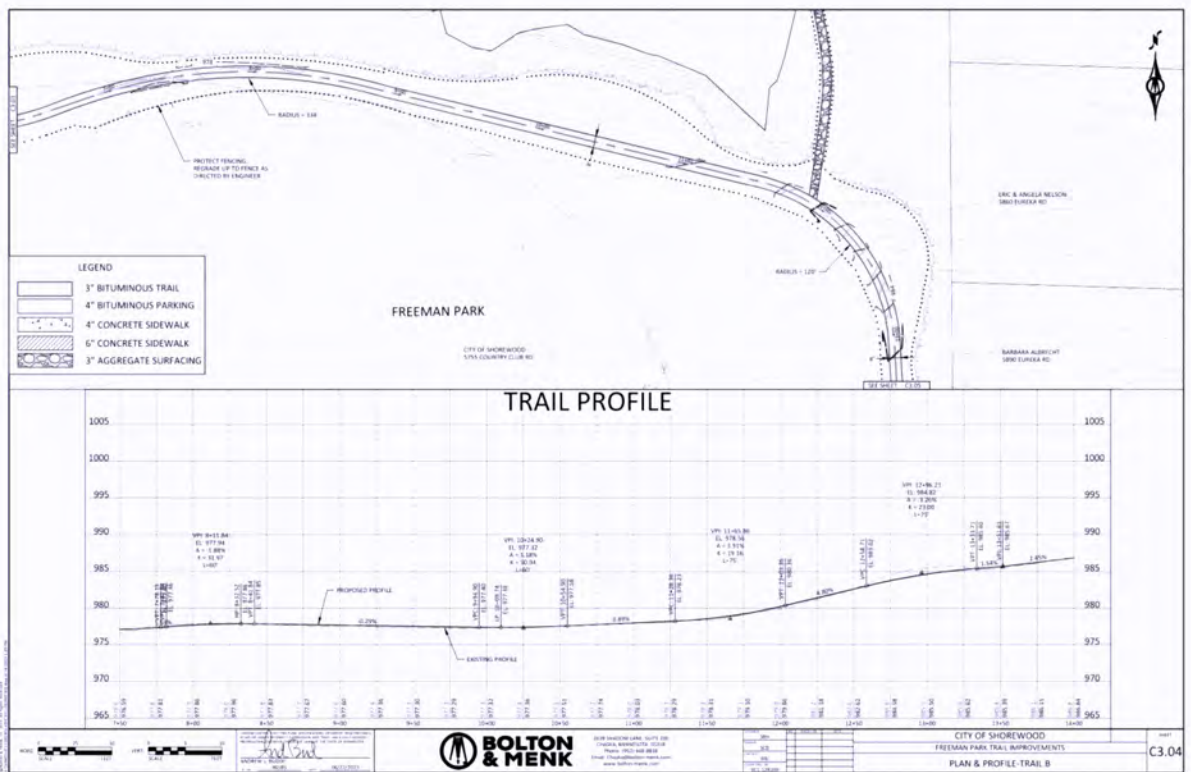
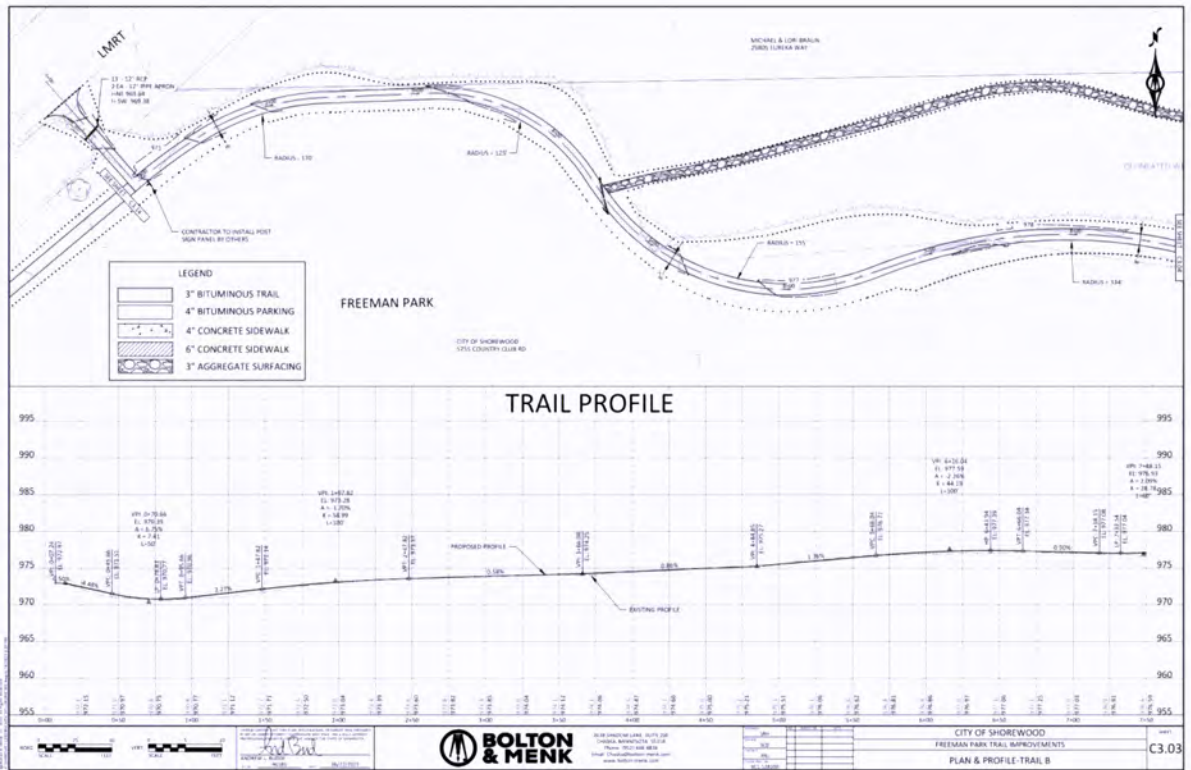
Superintendent and Secretary to the Board

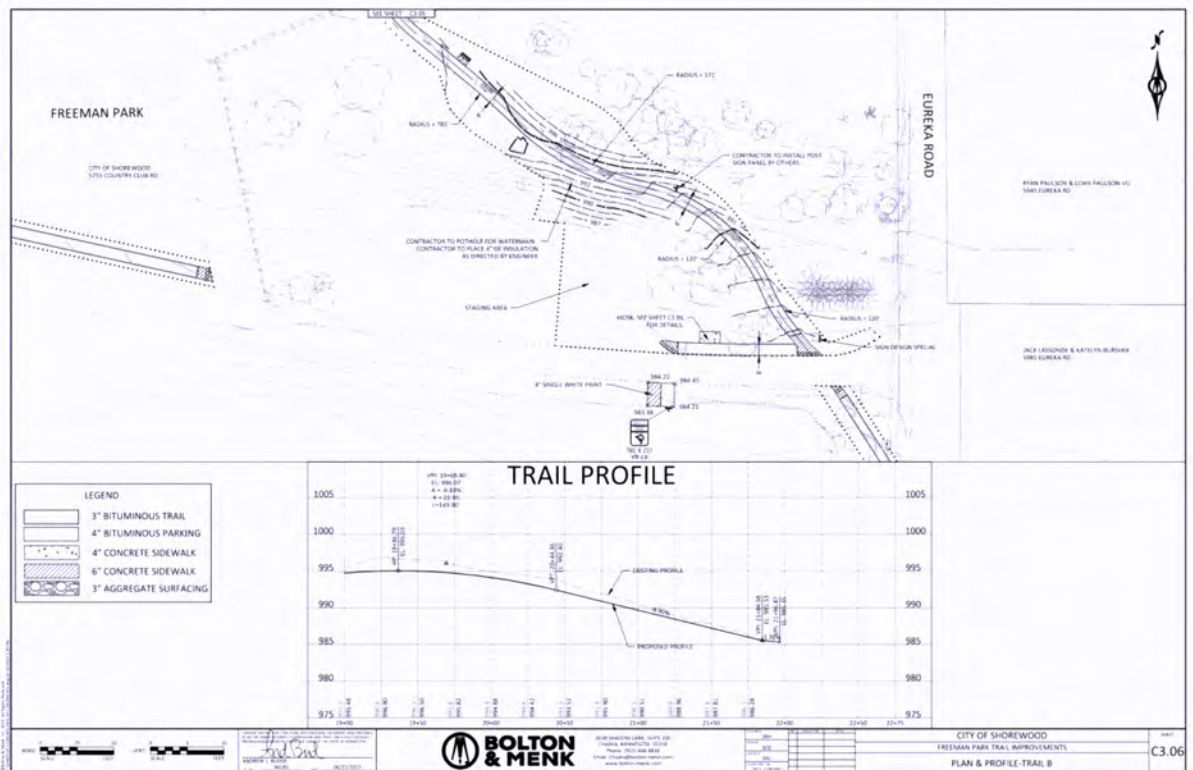
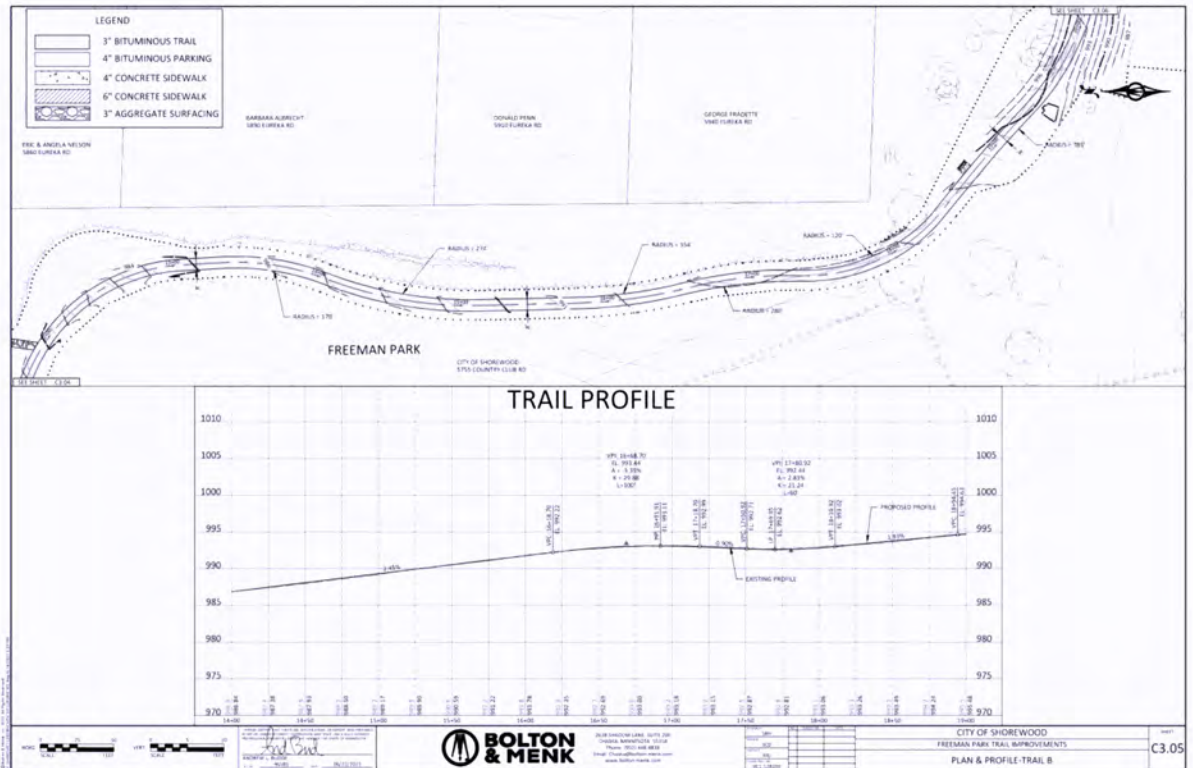
Date _____, 2023

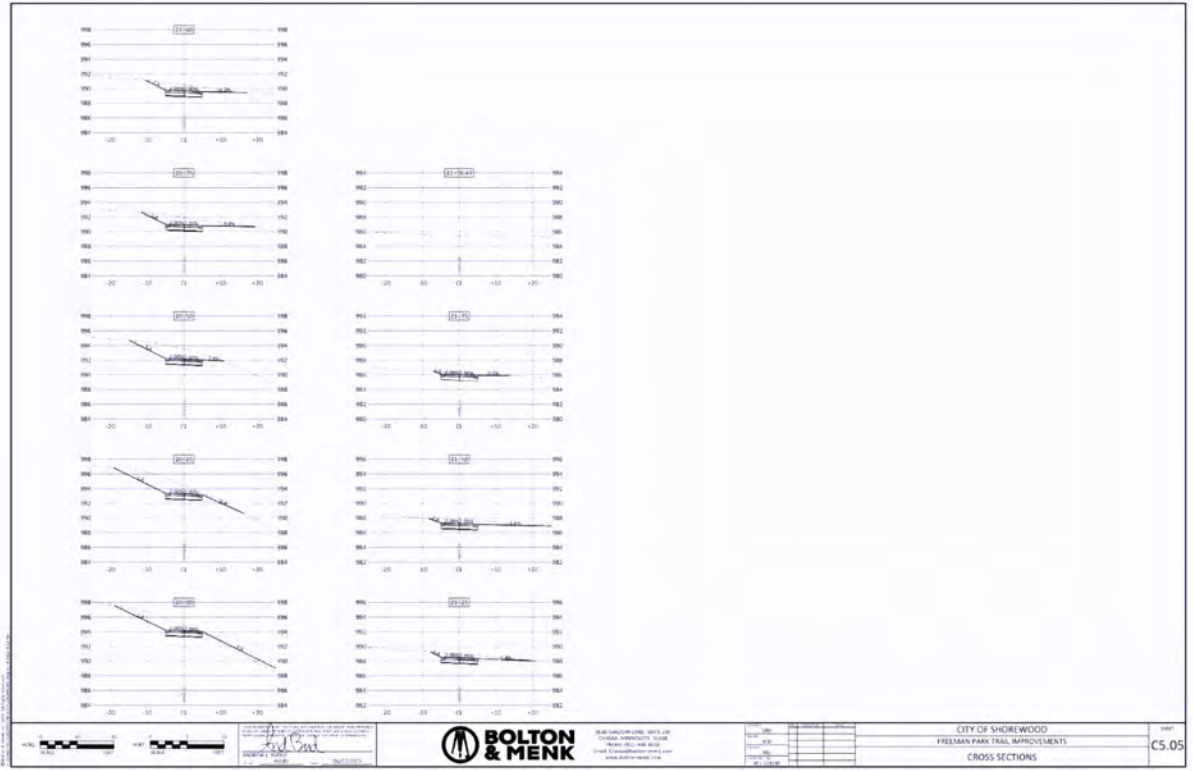
This instrument was drafted by:
Eric Quiring, General Counsel
Three Rivers Park District
3000 Xenium Lane No.
Plymouth, MN 55441

Exhibit A









Wayfinding
Level B Kiosk to be placed by parking area



[illegible]



City of Shorewood

City Council Meeting Item

Item
4A

Title/Subject: Communications Update: 2023 Tree Sales
Meeting Date: Monday, September 25, 2023
Prepared by: Eric Wilson, Communications Coordinator
Reviewed by: Sandie Thone, City Clerk/HR Director
Attachments:

Background: Tree Sales for 2023 have been completed. Residents who purchased trees in Spring, picked up their trees during the week of September 4-8. 126 total trees were delivered, totaling \$10,189.70. Although this is more than the original amount requested (\$9,600), resident tree sales fell under budget due to extra trees being purchased for public improvement projects and public works. Pricing and inventory details are as follows:

Resident trees replaced due to construction	\$527.00	City Project 18-04: Grant St Drainage Improvement Project
Resident tree replaced due to construction	\$82.00	City Project 21-07: Covington Rd Watermain Improvements
Autumn Gold Ginkgo	\$173.00	Public works purchased these trees
Spring Snow Crabapple	\$92.50	
Summer Shimmer Aspen	\$81.95	
Heritage River Birch	\$79.00	
	\$426.45	Public Works
Total Tree Sales	\$9,154.25	Tree Sales (trees purchased by residents)
Total Amount	\$10,189.70	

Staff are already beginning to plan tree sales for 2024 with some changes under consideration based on tree sale survey results received after 2023 sales concluded. Survey results are available at: https://www.surveymonkey.com/stories/SM-vgodVFBzxqMdDPK8DxUWVw_3D_3D/

Financial Considerations: N/A

Action Requested: N/A

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

CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, SEPTEMBER 12, 2023

5735 COUNTRY CLUB RD
SHOREWOOD CITY HALL
7:00 P.M.

MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Hirner convened the meeting at 7:04 p.m.

A. Roll Call

Present: Chair Hirner, Commissioners Garske, Wenner, City Council Liaison Sanchagrin; Parks and Recreation Director Crossfield; and Recreation Specialist Vassar

Absent: Commissioner Czerwonka, City Council Liaison Zerby

B. Review Agenda

Garske moved to approve the agenda as written. Wenner seconded the motion. Motion carried 3-0.

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of August 22, 2023

Wenner moved to approve the minutes of the August 22, 2023 meeting as written. Garske seconded the motion. Motion carried 3-0.

3. MATTERS FROM THE FLOOR

Pat Arntz, 5480 Trail Circle, stated that she had three items. Arntz asked if the Park Commission knew they were the governing body of the Integrated Pest Management Plan (IPM), what steps have been taken and what reporting has been done. Arntz commented that Canadian thistle and burdock were of concern in multiple areas, Cathcart Playground, Freeman Volleyball Court and Freeman Ponds in particular. Arntz expressed concerns that the thistles were going to seed.

Parks and Recreation Director Crossfield stated that the Public Works Director had made a verbal IPM update to City Council at the September 11, 2023 meeting and is on schedule to provide a report to both the Parks Commission and City Council by year end.

Arntz questioned the safety and ADA compliance of the bridge in Badger Park and requested the commission include it in their tour of the Shorewood Community and Event Center (SCEC).

Arntz expressed concerns about the e-bike users gathering on trails and called for the community to take a leadership role in the issue and not wait for the state or other governing bodies to act. Arntz pointed out that Chief Tholen had attended a City Council meeting in Excelsior.

Commissioner Wenner asked how many e-bike users come down the trail at a time.

Arntz answered that the groups come in 5-8 riders, sometimes riding double and appear younger than age 15. They stir up dust by dragging their feet and ride hands free.

Commissioner Garske commented that he believed there to be three classes of e-bikes and that one is not allowed. He also stated that as a trail user he is familiar with the experience Arntz was describing on the trail. Garske pointed out that there could be challenges with enforcement, identifying which ones are legal and not, that e-bike users are all ages and help with accessibility to trails.

Arntz agreed with focusing on the class that is illegal and that e-bikes are used by all ages.

Michelle DiGruttolo, 24995 Glen Rd, commented that the focus should be on safe riding, limiting negative behaviors and speed limits.

Commissioner Wenner mentioned that an Chief Tholan had done an interview about e-bikes.

Arntz said that the interview reported there were 39 stops of e-bike users by South Lake Police Department but what they can do is restricted without clear laws regarding e-bikes.

Commissioner Wenner asked if the City has Park Police.

Arntz stated that Three Rivers Park District (TRPD) does and they come down the trail one a week. Calls to TRPD are not practical as their response time is lengthy due to the size of their district.

Chair Hirner asked staff to come back in a future meeting with what is in place today regarding e-bikes, what is the scope of work if the commission were to recommend a plan, what needs to be addressed to be comprehensive: parks, trails, sidewalks, paved vs. dirt, widths of paths, etc. What are other cities doing, inner-ring suburbs and outer-ring suburbs. Can the City require helmets?

Gordon Levack, 5610 Harding Ln., mentioned that getting the trails regulated would need to involve surround communities and that having rules change depending upon which segment of the trail you are on could be challenging to communicate and would involve a lot of signage regarding rules on the trails. Levack asked if that is what we wanted to see on the trails.

Chair Hirner stated that they recognize the potential issue and that is something that needs to be looked at.

Commissioner Wenner suggested an education campaign to address the problem and to let the community know they are working on it. Wenner volunteered to write an article on the topic and asked if school starting has impacted the issue.

Arntz responded that yes, school starting has reduced the numbers during the day but it still becomes an issue after school hours. Observations of youth baseball players using e-bikes to get to and from the park were described.

Levack stated the any communications done by City of Shorewood would primarily cover Shorewood and that they would need to reach a broader audience as trail users come from greater distances.

Arntz stated that the issue is not just limited to trail users.

Chair Hirner stated that they can address multiple issues and make recommendations, including regarding communications.

DiGruttolo added that the IPM has impacted the populations of mosquitos, grasshoppers, Asian beetles, all have increased in population because we're not doing the weeding we should be. This has impacted the health of plants and trees on their property. The issues of weeding go beyond just visual, it has secondary and tertiary impacts.

4. NEW BUSINESS

A. City Council Update Assignments

September was assigned to Commissioner Garske, November to Chair Hirner and January to Commissioner Wenner.

B. Shorewood Community and Event Center Tour

The Park Commission toured the bridge outside the building and requested Public Works to take a look at condition of the bridge.

The Park Commission toured the Shorewood Community and Event Center including the adopt-a-garden as well as the recently reassigned storage room and staff office spaces.

Parks and Recreation Director Crossfield explained that while the Activity Room and Lobby had been scheduled for updates in the 2023 CIP staff has determined more pressing issues that needed to take priority and wanted more time to become familiar with the use of the space before making changes. Parks and Recreation Director also commented on the bathroom updates that staff would be doing primarily in house with some contracted work.

The tour then progressed to the kitchen where Recreation Specialist Vassar described how kitchen renters shared the space and plans to replace the stove and oven.

Parks and Recreation Director Crossfield explained how renters frequently have issues lighting the stove and that their contracted custodian Drew will explain how to troubleshoot it over the phone or drive in to light it when rentals are in progress. She stated that they are grateful to work with someone that has that level of customer service.

The Park Commission toured the banquet room and storage space including looking at the two types of chairs that are used in the banquet room for rentals. Parks and Recreation Director Crossfield noted that it is in upcoming CIP to purchase additional chairs so they match however they are considering the best approach. The more recently purchased chairs are comfortable and

look nice however they also pose some challenges as they do not have dollies and can only stack so high. Storing that many chairs is challenging and staff has had the stacks of chairs fall on them while dragging them across the floor or trying to unstack them.

Parks and Recreation Director Crossfield showed the A/V system that is used for banquet room rentals and noted that they have lost potential rentals due to lack of options with the system and lack of video/teleconferencing capabilities. Staff is looking at a mobile A/V cart option that would address the request potential renters have. This would be a requested purchase if there are remaining funds in the CIP after kitchen updates.

Parks and Recreation Director Crossfield shared that there are three fee categories, resident, non-resident and non-profit. After adjusting for two frequent renters of the building year to date data shows that 27% of the rentals are non-profit, 37% are from business, 13% are individuals, 5% are associations and the remaining is City use and programs. She added that they plan to do a field study of what fee categories other community centers use for rentals and plans to bring that back to the commission for a conversation and feedback on what fee categories the City should consider. The SCEC currently relies on an annual transfer from the general fund to maintain operations. She asked what other data would help aid the commission in this conversation.

Chair Hirner said it would be helpful to know what non-profits we may lose if the non-profit discount was lowered and what that runoff would be.

Commissioner Garske mentioned recurring versus non-recurring rentals, recent rate adjustments and alternative venue rates.

DiGruttolo stated that as a tax payer she felt the City has a fiduciary responsibility to find renters that can pay increased rates.

Commissioner Wenner said they were all in agreement that the City should not be operating in the red.

5. OLD BUSINESS

A. Parks CIP Updates

Park and Recreation Director Crossfield stated that the \$30000 for Manor Park Tennis Courts moved forward in the budget process and that Public Works had done some work on the retaining wall. Staff was going to look at re-stripping the court and what a long term solution may be at the court. She also added that the South Shore Community Park Master Plan was pushed to 2025 but that work would start internally with staff in 2024.

6. STAFF AND LIAISON REPORTS / UPDATES

A. City Council

Council Liaison Sanchagrin said he was attending for Councilmember Zerby and that the City Council had discussed cannabis use and decided not to regulate use at this point but have the opportunity to reevaluate in the future. Additionally, \$8000 was added to the 2024 budget for tree

replacement. Council Liaison had recently toured the Public Works building with the Public Works Director and discussed the tree replacement plan for the City and opportunities to proactively plant in public spaces.

B. Staff

Park and Recreation Director Crossfield reminded the commission of the upcoming Oktoberfest Celebration on September 30th. She listed off activities for all ages that will be held at the Shorewood Community and Event Center, Badger Park and the American Legion.

7. ADJOURN

Commissioner Wenner moved to adjourn the Park Commission Meeting of September 12, 2023 at 8:42 p.m. Commissioner Garske seconded the motion. Motion carried 3-0.



City Council Meeting Item

Title/Subject:	Emerald Ash Borer (EAB) Treatment Recommendations	<div>5B MEETING TYPE Regular Meeting</div>
Meeting Date:	September 25, 2023	
Prepared by:	Matt Morreim, Public Works Director	
Reviewed by:	Marc Nevinski, City Administrator	
Attachments:	IPM Workplan Memo, Workplan & Community Input Report (4/24/2023) Resolution 22-135 – Reaffirming the City’s Commitment to “Bee-Safe” Best management Practices	

Background in Recommendation:

On April 24, 2023, staff provided Council with a 2023 Integrated Pest Management (IPM) workplan for council consideration. In the workplan (attached), staff detailed future work to be considered at a later date for EAB treatments. EAB injections protect ash trees against the ash borer and prolong the life of ash trees that have become a prominent source of shade in the City’s parks. City staff with consultation with Davey Resource Group inspected and reviewed past treated ash trees in Freeman Park and untreated ash trees in Manor, Cathcart, and Silverwood Parks. It was concluded that the majority of the previously injected and untreated ash trees are viable candidates for EAB injections.

During inspection, staff evaluated and prioritized ash trees into two categories, high and low. High priority ash trees are typically located in open and prominent areas that provide significant shade to park visitors. Low priority ash trees are typically located in forested areas with many larger trees in the direct vicinity. Freeman Park has 25 high priority ash trees that were treated in the fall of 2021 as shown in the IPM Workplan. Cathcart and Manor Parks each have 2-4 high priority ash trees around the perimeter of the parks. Lastly, Silverwood has 8-10 high priority ash trees around the perimeter and around the playground equipment.

The recommended chemical for targeted EAB injections is TREE-age R10 due to its effectiveness, availability, ease of use, and cost-effectiveness. It is labeled by the EPA signal word WARNING that indicates moderate toxicity and may be used in a target manner. TREE-age R10 is injected directly into ash trees and not sprayed. It is recommended that ash trees be injected every 2-3 years at a cost of \$9/inch of diameter.

At this time, staff is seeking direction for EAB injections in 2023 and 2024. The overall management of EAB as it relates to current and future budget and available resource will need to be addressed at a later date. It is planned that new trees will be planted in parks with 2024 proposed funding with a focus on planting in areas where there are prominent ash trees that will be removed in the future.

EAB treatment options for Council to consider:

1. No injections. Staff would evaluate any trees that would need to be removed in the future.
2. Inject high priority trees only on a 3-year cycle. Trees in Manor, Cathcart and Silverwood Parks would be treated in 2023. Trees in Freeman Park would be treated in 2024. The estimated diameter of inches to be treated is 300" in 2023 and 625" in 2024.
3. Inject low and high priority trees on a 3-year cycle. Trees in Manor, Cathcart and Silverwood Parks would be treated in 2023. Trees in Freeman Park would be treated in 2024. The estimated diameter of inches to be treated is 450" in 2023 and 1000" in 2024.

Staff's recommendation is option 2 due to the treatments prolonging the life of high priority ash trees. This will allow the city time to plant new trees to replace these trees when they are removed.

Financial or Budget Considerations:

Option 1 would have no direct financial impact on the 2023 or 2024 budget.

Option 2 would cost approximately \$2,700 in 2023 and \$5,600 in 2024 and would be funded out of the Park Maintenance (Dept. 52) fund.

Option 3 would cost approximately \$4,050 in 2023 and \$9,000 in 2024. Funding for 2023 and a portion of 2024 would be out of the Park Maintenance (Dept. 52) fund. The remainder of funding in 2024 would need to be addressed if this option is selected.

Action Requested:

Motion to approve option _____ for EAB injections in 2023 and 2024.



City of Shorewood

City Council Meeting Item

Title/Subject:	Approve 2023 Integrated Pest Management Workplan	<div>Item 5A</div>
Meeting Date:	April 24, 2023	
Prepared by:	Marc Nevinski, City Administrator	
Reviewed by:	Marie Darling, Planning Director; Janelle Crossfield, Park and Recreation Director; Matt Morriem, Public Works Director	
Attachments:	2023 IPM Workplan Open House Boards Community Input Report	

Background:

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

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

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

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

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

Action Requested:

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

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

Page 1

2023 INTEGRATED PEST MANAGEMENT WORKPLAN

Introduction

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

Actions

1. Athletic Fields – Freeman, Cathcart and Manor Parks

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

2. Manor Park Pond

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

3. Freeman Park Buckthorn Removal

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

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

4. General Weed Abatement

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

5. General

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

6. Future Projects

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

Workplan Estimated Budget

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

Exhibit A
Subject Area, Badger Park



Exhibit B

Key Ash Tree / Treatment Location

FREEMAN PARK





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

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

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

SUMMARY

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

EVENT OUTREACH

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

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

FEEDBACK

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

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

STRATEGY*

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

RATE YOUR WEED TOLERANCE

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

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

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

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

PRIORITY AREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMERALD ASH BORER

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

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

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

Which EAB treatment option do you prefer? (online)

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

BUCKTHORN*

Please comment on the Buckthorn Removal Strategy

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

GENERAL COMMENTS

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

EMAILS RECEIVED

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

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

Email 2: *A neighbor just sent me info that was news to me, and very exciting, about battling invasive buckthorn--in case it's useful: Advice From Northerngardener.org which involves exhausting the larger plants by simple pruning over approx. two years. Thx! Link: https://northerngardener.org/natural-buckthorn-control/?fbclid=IwAR1bS1aJme48qztxwtBbl_vl9odosytAN6XcyV28h6i0f-k8Lu71XkqQMXk*

Email 3 (from resident in 2022):

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

Here are my questions:

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

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

COMMENTS:

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

Background



2014

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



2021

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



2022

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

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



2023

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



Vision

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

Strategy

The following strategy is proposed for 2023

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

Comments



I disagree.

I somewhat disagree.

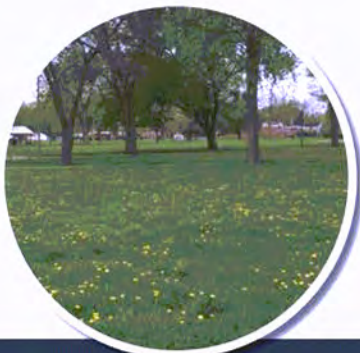
I'm neutral.

I somewhat agree.

I agree.

Rate Your Weed Tolerance

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



Low

Zero to minimal weeds

Moderate

Mostly grass, but some amount of weeds are OK

High

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

	Low	Moderate	High
Low			
Medium			
High			

Priority Areas

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

Athletic Fields



Freeman Park
Fields



Cathcart Park
Ball Field



Manor Park
Multi-Use Field

Low

Medium

High

Open Spaces



Silverwood
Park



Cathcart Park
(not athletic fields)



Minnetonka Country
Club Open Space



Freeman Park
(not athletic fields)

Low

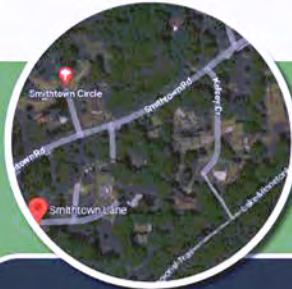
Medium

High

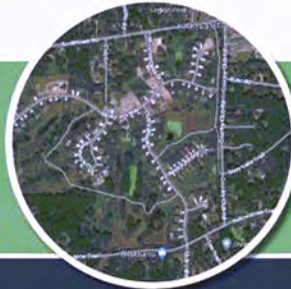
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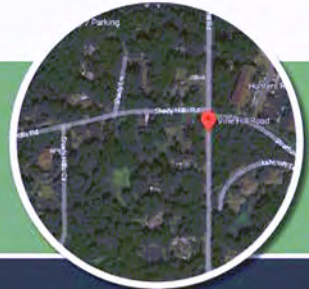
Trails & Sidewalks



Smithtown Trail



Minnetonka Country Club Trails



Vine Hill Road Trail

Low

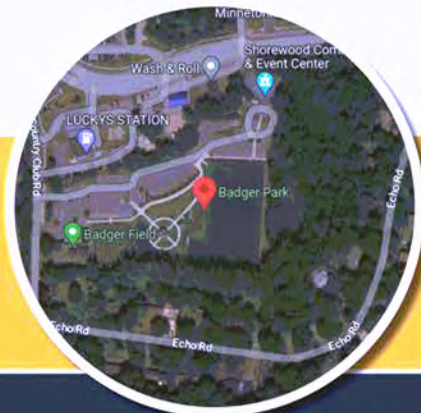
Medium

High

Special Projects



Manor Pond Algae Treatment



Badger Park Turf Remediation

Low

Medium

High



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

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

Emerald Ash Borer

Select the option you like best and tell us why

Proactively treat
key ash trees

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

Remove only ash
trees with EAB





Buckthorn, an invasive species, is prominent in Freeman Park

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

Buckthorn Removal

Buckthorn removal will include:



Mechanical removal



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

Future maintenance can include:



Removal of new growth using goats



Replanting with a combination of trees and understory plantings

CITY OF SHOREWOOD

RESOLUTION NO. 22-135

A RESOLUTION REAFFIRMING THE CITY'S COMMITMENT TO "BEE-SAFE" BEST MANAGEMENT PRACTICES

WHEREAS, bees and other pollinators are integral to a wide diversity of essential foods including fruit, nuts, and vegetables; and

WHEREAS, native bees and honey bees are threatened due to habitat loss, pesticide use, pathogens and parasites; and

WHEREAS, research suggests that there is a link between pesticides that contain neonicotinoids and the die-off of plant pollinators, including honey bees, native bees, butterflies, moths, and other insects; and

WHEREAS, on July 28, 2014, the Shorewood City Council adopted Resolution No.14-066 "A Resolution Endorsing "Bee-Safe" Policies and Procedures; and

WHEREAS, the City Council remains committed to the goal of becoming a Bee-Safe City and recognizes the importance of taking further steps towards achieving that goal; and

WHEREAS, the City has since contracted with IPM Institute of North America and its Midwest Grows Green sustainable landscaping initiative to audit its current landscape maintenance practices, assess compliance with Resolution No.14-066 and make recommendations to improve Bee-Safe best management practices; and

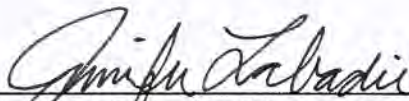
WHEREAS, by this Resolution, which supersedes Resolution No. 14-066, the City desires to confirm its commitment to protecting pollinators and provide further clarification in the ongoing process of becoming a Bee-Safe City.

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

1. The City desires to be a Bee-Safe City and to undertake best management practices in the use of plantings and pesticides on Shorewood city property.
2. The City shall gradually reduce the use of systemic pesticides on Shorewood City property including pesticides from the neonicotinoid family consistent with the integrated pest management plan.
3. The City shall plant flowers favorable to bees and other pollinators in the City's public spaces.
4. The City shall designate Bee-Safe areas in which future City plantings are free from systemic pesticides including neonicotinoids consistent with the integrated pest management plan.


5. The City shall communicate to Shorewood residents the importance of creating and maintaining a pollinator-friendly habitat and shall publish a Bee-Safe City Progress Report on an annual basis.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 12th day of December 2022.



Jennifer Labadie, Mayor

ATTEST:



Sandie Thone, City Clerk

CITY OF SHOREWOOD
PLANNING COMMISSION MEETING
TUESDAY, SEPTEMBER 5, 2022

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

MINUTES

CALL TO ORDER

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

ROLL CALL

Present: Chair Gorham; Commissioners Eggenberger, Huskins, and Johnson; Planning Director Darling; and, Council Liaison Callies

Absent: Commissioner Holker

1. APPROVAL OF AGENDA

Eggenberger moved, Huskins seconded, approving the agenda for September 5, 2023, as presented. Motion passed 4/0.

2. APPROVAL OF MINUTES

- **July 18, 2023**
- **August 1, 2023**

Commissioner Huskins asked to include a small addition to the minutes. He referenced page 9, 3rd paragraph, and asked to include a statement that he thought he had made that due to his new understanding of the situation, based on the comments made by Councilmember Callies, he would reconsider his position to vote for approval.

Planning Director Darling stated that she will go back to the recording and clarify this section of the minutes. She reminded the Commission that the minutes were intended to be a 'flavor' of the discussion that took place.

Huskins moved, Johnson seconded, approving the Planning Commission Meeting Minutes of July 18, 2023, as amended. Motion passed 4/0.

Eggenberger moved, Johnson seconded, approving the Planning Commission Meeting Minutes of August 1, 2023, as presented. Motion passed 4/0.

3. MATTERS FROM THE FLOOR

4. PUBLIC HEARINGS

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

A. PUBLIC HEARING – SHOREWOOD PADDLE CLUB – COMPREHENSIVE PLAN AMENDMENT, PUD CONCEPT AND DEVELOPMENT STAGE PLANS

Applicant: Admark, LLC

Location: 24560 Smithtown Road

Chair Gorham noted that staff has requested that this public hearing be continued to the October 3, 2023 meeting.

Planning Director Darling stated that because there are a number of people in the audience she wanted to give a flavor of what the applicant was proposing, so they have a better understanding of what is being proposed. She stated that continuing the public hearing to October 3, 2023 will allow staff time to prepare a full report for Commission consideration. She explained that this is a request from Admark, LLC to develop the property at 24560 Smithtown Road with two buildings for a private paddle sports and personal storage facility. She stated that the applicant described it as being a private club and each member of the club would have a personal storage bay that they would own plus would have rights to use the upper floor of the building to the north which will have an indoor pickleball court. She noted that they are proposing a Comprehensive Plan amendment to change the guidance for this property and a PUD in lieu of submitting a site plan with requests for variances for all of the various ordinances that would be challenging for them to meet with the narrow size of the property. She explained that there would be a gated entrance so only members would have access onto the property. She described the proposed layout on the property of the two buildings and noted that there would be a large vehicle/fire land turn around area with six parking spaces.

Chair Gorham stated that when this comes back in October, it would be nice if the applicant could give a schematic floor plan of the building designs.

Planning Director Darling noted that they would have that in October and explained that she had only included a sampling of what had been submitted so the Commission could get a general idea of what they were proposing.

Commissioner Huskins asked if staff knew whether or not they would be applying for a liquor license or not.

Planning Director Darling stated that she did not believe they would be asking for a liquor license with only 12 member families. She stated that it may be possible that they would have a bottle club where people could bring in their own alcohol.

Commissioner Johnson stated that in a few spots within the report it says that there is one pickleball court and in other places it appears as though there will be multiple courts.

Planning Director Darling stated that there is one indoor pickleball court on the upper level of the clubhouse building. She noted that within the narrative, there is information regarding individual members being able to create practice courts in their own storage bays if they would like.

Commissioner Johnson stated that one portion referenced water recreation and asked if boats and things like that would be stored here.

Planning Director Darling stated that the individual members would be able to storage any of their recreational items or other storage items within their units.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

SEPTEMBER 5, 2023

Page 3 of 8

Chair Gorham opened the Public Hearing at 7:15 P.M. noting the procedures used in a Public Hearing.

Mark Kaltsas, 6015 Cathcart Drive, stated that he is the owner of this property and wanted to introduce himself to the Commission. He explained that he and his business partner, who also lives in Shorewood, purchased the property in 2021. He stated that they had originally looked to do a residential development consistent with the City's guidance in the Comprehensive Plan. He stated that they brought concept plans to the City Council in two different work session in 2021 but explained that they did not feel like they got strong feedback or guidance from them for a residential development. He stated that this made them take a step back and think about what other uses may be of benefit to the City. He stated that there are a group of people in the area that are interested in having an indoor pickleball court that could be utilized in the winter months to play. He stated that the property is zoned C-1 and noted that private clubs are permitted in that zoning category. He stated that they did not want to get into a pickleball facility nor did they want traffic on Smithtown Road and believes that if it was developed as medium density which is what it is currently guided towards would double the traffic than they would generate with a 12 member private pickleball club. He stated that he feels that is very compatible with their interest of having someplace local where they can play and put their boats during the winter months. He explained some of the reasons that they feel this property may be a tough fit for residential, including the other businesses in the area. He stated that he felt that there proposal will provide a good transition to the areas to the west that are guided for medium density housing, because it has high quality architecture and a low usage building. He clarified that they would not be applying for a liquor license and noted that they would like this to be a very low key and were just planning to offer some pre-prepared food and beverages for the members.

William McGowen, 3070 Dartmouth Drive, stated that he is a potential member of this club. He stated that, from his perspective, what is being proposed is a very tasteful and is a thoughtful approach to using this site. He stated that the plans show high end architecture and landscaping which he believed would be non-obtrusive and will fit into the community quite nicely. He stated that for he and his family it would be a place for them to store their 'toys' and to play pickleball.

Paul Hirsch, stated that lived right next door to the west. He stated that he did not have any problems with the proposed plans but could have concerns about drainage. He stated that he would like it to look nice and not just like a large parking lot. He asked if there would be a fence around the property.

Planning Director Darling stated that there will be a full drainage review of the proposed development and explained that they are proposing a two-tiered stormwater control and treatment including an underground vault and a filtration basin. She explained that the purpose of both was to let the water sit and the sediment filter to the bottom and then the water will follow the natural path which is to the north into the City's park.

Mr. Hirsch confirmed that the grading will essentially stay the same and there would not be truckloads of earth brought in to build it up.

Planning Director Darling stated that she believed that there would be come import of material but does not have the details of how much.

Mr. Hirsch stated that bringing in material makes him nervous.

Planning Director Darling explained that the site would be built up towards the north end of the property and noted that there is a large retaining wall proposed along the west property line. She stated that there will be more detail available at the October meeting.

Mr. Hirsch stated that he just wants assurance that the water will not be going into his basement.

Commissioner Eggenberger asked about the plans and rules regarding toys and boats parked outside of the building.

Planning Director Darling explained that they are proposing a PUD and one of the conditions is that there would be no exterior storage. She noted that they would be providing some parking spaces but that would be actual parking spaces for members and guests who are using the private storage bays or the pickleball court.

Commissioner Huskins stated that the renderings that he looked at for the entrance way looked as if there was some structure that went along the width of the property. He stated that when he walked near the property yesterday he noticed that the home has a driveway that enters onto Smithtown Road right at the property line and asked if there were any concerns about visibility for exiting this property from building up along the property and buffer area.

Planning Director Darling stated that she will look more closely at the visibility before the next meeting.

Commissioner Johnson asked about the rules that will dictate the use and rights of the owners of the property. She noted that for a public area there are contracts, rules and regulations. She stated that if it is privately owned and there are lounges and lofts she asked if she could assume that there would be no overnight stays.

Planning Director Darling explained that as she understands it, there will be an HOA with those rules and stated that the spaces are not being designed for habitation. She noted that there are restrooms in most of the units, but the occupancy type would not permit overnight accommodations.

Commissioner Johnson stated that she would like more details on this at the October meeting.

Eggenberger moved, Johnson seconded, to Continue the Public Hearing on Shorewood Paddle Club – Comprehensive Plan Amendment, PUD Concept and Development Stage Plans for Applicant: Admark, LLC, located at 24560 Smithtown Road to the October 3, 2023 Planning Commission meeting. Motion passed 4/0.

B. PUBLIC HEARING – LAKE PARK VILLAS – COMPREHENSIVE PLAN AMENDMENT

Applicant: City of Shorewood

Location: 24250 Smithtown Road

Planning Director Darling gave an overview of the request from the City to re-guide the property at 24250 Smithtown Road from medium density to low-to-medium density residential. She stated that this property has a proposed development that crosses over into Tonka Bay and explained that they are also working on a Comprehensive Plan amendment for their portion of this development. She stated that the City has already reviewed several items for this development and noted that the full development consists of 11 dwellings, 7 of which would be located on the Shorewood side. She explained that the density that has been approved by the City Council would be a lower density residential development which they felt was important for the area because of

the higher elevation on this site and the need to buffer the new residents from the higher intensity uses on the Public Works property and the Public Safety property. Staff recommends approval. She stated that if the City approves this amendment it would then go to the Met Council for their review.

Chair Gorham asked what a Comprehensive Plan amendment looked like and asked if it was essentially a memo with an exhibit that was submitted to the Met Council.

Planning Director Darling stated that in this case, the Met Council has asked the City to just roll this into the latest draft that had been submitted to them.

Commissioner Huskins asked if Planning Director Darling felt that there was any risk that the Met Council would reject this amendment.

Planning Director Darling stated that she did not believe that they would reject this amendment because it is very small with only two fewer units.

Eggenberger moved, Gorham seconded, recommending approval of the Lake Park Villas – Comprehensive Plan Amendment for the City of Shorewood located at 24250 Smithtown Road. Motion passed 4/0.

5. OTHER BUSINESS

6. MATTERS FROM THE FLOOR

7. REPORTS

• Council Meeting Report

Council Liaison Callies reported on matters considered and actions taken during the Council's recent meeting.

Commissioner Eggenberger noted that there were individuals who had wanted to speak regarding item 4.B.

Chair Gorham stated that he had unintentionally forgotten to open the public hearing.

Planning Director Darling recommended that the Commission go back that item and open the public hearing.

4.B – Continued:

PUBLIC HEARING – LAKE PARK VILLAS – COMPREHENSIVE PLAN AMENDMENT

Applicant: City of Shorewood

Location: 24250 Smithtown Road

Chair Gorham opened the public hearing at 7:38 p.m.

Bussman, 19515 Vine Ridge Road, asked why this property was never look at as commercial property. She asked when zoning for a property is actually decided and explained that she finds it odd that there will be residential units between a shopping center and the Public

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

SEPTEMBER 5, 2023

Page 6 of 8

Works and Public Safety facilities. She stated that she feels it is completely inappropriate to have million dollar homes on a main street right next to the fire house and a shopping center.

Chair Gorham stated that this property was zoned as residential prior to the chocolate shop being there.

Ms. Bussman stated that she understands that, but noted that the property down the road for the private paddle club, was switched from residential to commercial.

Planning Director Darling stated that property has a bit of a longer story.

Ms. Bussman stated that it appears as though the City figured out that was a better use for that space and stated that she wondered when, where, and how that would be considered for this property.

Chair Gorham asked if she was asking why the City would not just wait for a commercial opportunity.

Ms. Bussman agreed and asked what the big rush was in moving forward with this project. She stated that she felt it seemed more appropriate and the City would amend the Comprehensive Plan to meet the needs of the other property. She reiterated that she just feels this proposal just did not make sense.

Commissioner Eggenberger stated that it all starts with the owner of the property coming to the City with a plan and in order to make that plan work, the property needed to be rezoned. He stated that then the City takes a look at the plans to see if they make sense or if there may be a better use of the property.

Ms. Bussman asked if that had happened early on in the process.

Commissioner Eggenberger stated that was done early in the process.

Planning Director Darling stated that the planning for this parcel started in about 2017. She explained that at time the Met Council told the City that they needed to provide 'opportunity' areas for high and medium density residential development in order to provide more affordable units. She stated that this particular parcel was previously guided for 2-3 units/acre which would be a townhome or twin home or two and when the City was looking at areas, this area showed as an area that would potentially be appropriate for a little higher density residential development because it is more of an island. She stated that the City did not feel that commercial would be an appropriate use for this particular location or that there would be much demand for commercial space, in general. She reiterated that this was decided back in 2017.

Ms. Bussman asked if staff met and talked about the best use given the application.

Planning Director Darling stated that there was no application at that time and noted that this particular site was looked at before 2017 as part of the Smithtown Area study that took place looking at potentially higher density development and does not believe that commercial was ever considered for this location.

Chair Gorham stated that there was a concept plan that was presented to the City Council in 2021 that had over 50 units which was not received well by the Council.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

SEPTEMBER 5, 2023

Page 7 of 8

Planning Director Darling stated that Ms. Bussman had mentioned the property at 24560 Smithtown Road and explained that was also part of a study some years ago and, at that point, the land use plan was changed to guiding that property for residential but did not change the zoning on that parcel. She stated that they were going to wait until someone had assembled the parcels and redeveloped them all. She explained that when the City began looking for areas for medium density housing, that was also an area where medium density was thought to be appropriate. She stated that once the Comprehensive Plan is approved by the Met Council that is an area that will likely be rezoned to a higher density residential development, but this particular developer has proposed a commercial use and was proposing to change the Comprehensive Plan from its guidance as residential to commercial.

Commissioner Huskins stated that the owners of this property have wished to sell and noted that there have been multiple, contingent buyers who had visions for how it could be used which have been brought to both the Planning Commission and the City Council. He stated that the City is not in the business of dictating to people what they can do with their property or to market the property. He explained that the City just deals with the proposed plans and uses that are brought before them by the applicants.

Chair Gorham stated that the same developer had brought a larger developer for this site and the community feedback was that it was too much. He stated that this corner has long been idealized as a sort of 'downtown' area for Shorewood, but that has not materialized.

There being no additional comments, Chair Gorham closed the public hearing at 7:51 p.m.

Eggenberger moved, Gorham seconded, recommending approval of the request from Lake Park Villas for a Comprehensive Plan Amendment for the City of Shorewood located at 24250 Smithtown Road. Motion passed 4/0.

- **Draft Next Meeting Agenda**

Planning Director Darling stated the next meeting will have the return of the private pickleball club, a CUP to import fill to a property to one of the islands, and possibly a variance application.

Commissioner Johnson reiterated that for the private pickleball club application, she would like to know more about the use and noted that Planning Director Darling had indicated that there was to be an HOA, but these were not homes, so she would like a clearer understanding of how private ownership and commercial usage would happen. She asked what other ordinances and regulations they would be subject to with that use. She stated that for her, she also has questions about patio usage and how that will impact noise levels. She stated that what is being proposed seems like a bit of a hybrid approach to her.

Commissioner Huskins stated he was interested in seeing how much sunlight would be blocked on the property with their plans and if it would impact the resident on the west side.

Planning Director Darling explained that the Comprehensive Plan is indicating a townhouse or small apartment building development for this parcel and the applicant is asking to use the current commercial zoning on the site and develop consist with that zoning.

The Council discussed the potential for sidewalk or trail connection in Gideon Glen with this project

Commissioner Johnson asked about the restroom plans in the individual units as well as the clubhouse area and asked if this would be hooked up to City water.

Planning Director Darling stated that if the Commission was uncomfortable with them having restroom facilities in the individual units, they could recommend to the Council that a condition of approval would be that they not have them, but noted that beyond that they would need to meet building code standards.

8. ADJOURNMENT

Huskins moved, Johnson seconded, adjourning the Planning Commission Meeting of September 5, 2023, at 8:01 P.M. Motion passed 4/0.

DRAFT



City Council Work Session Item

#8A

MEETING TYPE
Regular

Title / Subject: 2024 Proposed Budget

Meeting Date: September 25, 2023

Prepared by: Joe Rigdon, Finance Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: General Fund 2024 Budget Draft (p. 1-21)

Resolution: Adopting the Preliminary 2024 General Fund Operating Budget and Property Tax Levy

Background

2024 budget worksheets were distributed to department heads in mid-June and staff has subsequently been working on putting together the 2024 preliminary budget and property tax levy. An initial budget work session was held on August 14, and an additional Budget work session was held on September 11. It is anticipated that the Council will adopt the preliminary budget and levy at the September 25 regular City Council meeting. The 2024 property tax levy must be certified to Hennepin County by September 30. After certification, the preliminary levy can not be increased, but can be decreased. The City will certify the levy to Hennepin County and the information will be used in preparing truth-in-taxation notices sent to property owners in November.

General Fund Expenditures:

At the August 14 budget work session, the Council directed staff to review the 2024 proposed General Fund budget in an effort to find areas in which budgeted expenditures could be reduced. This direction was intended to result in a lower percentage increase to the overall property taxes from 2023 to 2024. The increase in the total City property tax levy in the August preliminary budget was 10.6%, which has been reduced to 9.3%.

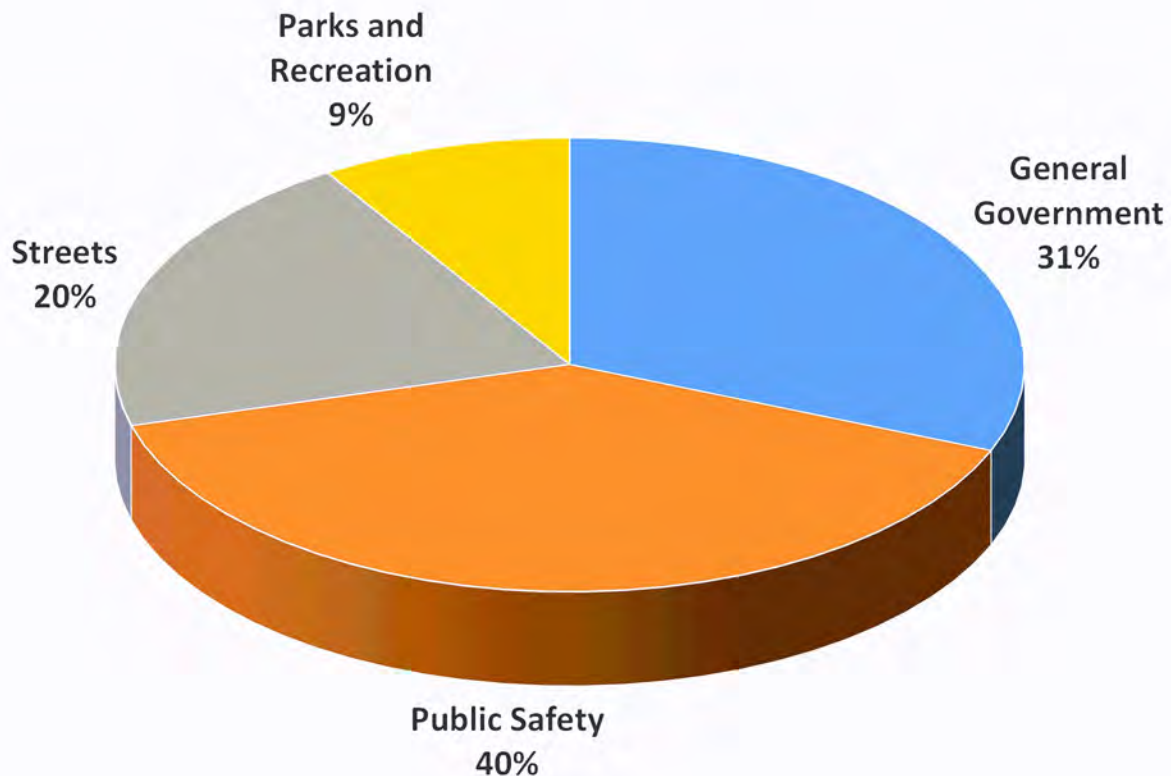
	2024	Change in Property Tax 2023 - 2024
General Fund Budgeted Expenditures - 2024 Original	\$6,568,443	10.6%
Budget Revisions	<u>(\$83,152)</u>	
General Fund Expenditures - 2024 Revised	<u>\$6,485,291</u>	9.3%

Overall proposed 2024 General Fund expenditures and transfers out are preliminarily budgeted at \$6,485,291 or a 6.5% increase from the 2023 General Fund budget. The revenues section of the 2024 General Fund budget draft includes a detail of taxes section.

Personnel-related Assumptions:

- A compensation study has recently been undertaken, and will result in changes to employee pay classifications and compensation. The preliminary 2024 budget is shown using the existing projected 2024 pay rates based on the existing 2023 rates. The compensation study and this preliminary budget do include the provision of pay grade modifications and an additional step beyond the current maximum step on the pay scale.
- One new Administrative Assistant is included in the 2024 budget at 0.5 FTE in the planning department.
- Employee 2024 pay step increases are included as applicable.
- An employee cost of living adjustment of 3.0% is included for 2024.
- Health insurance premiums are estimated to increase approximately 10% for 2024.
- The employer contribution toward insurance premiums is shown with an increase from \$1,380 per month in 2023 to \$1,480 per month in 2024.

**General Fund Expenditures and Transfers Out
2024 Proposed Budget**

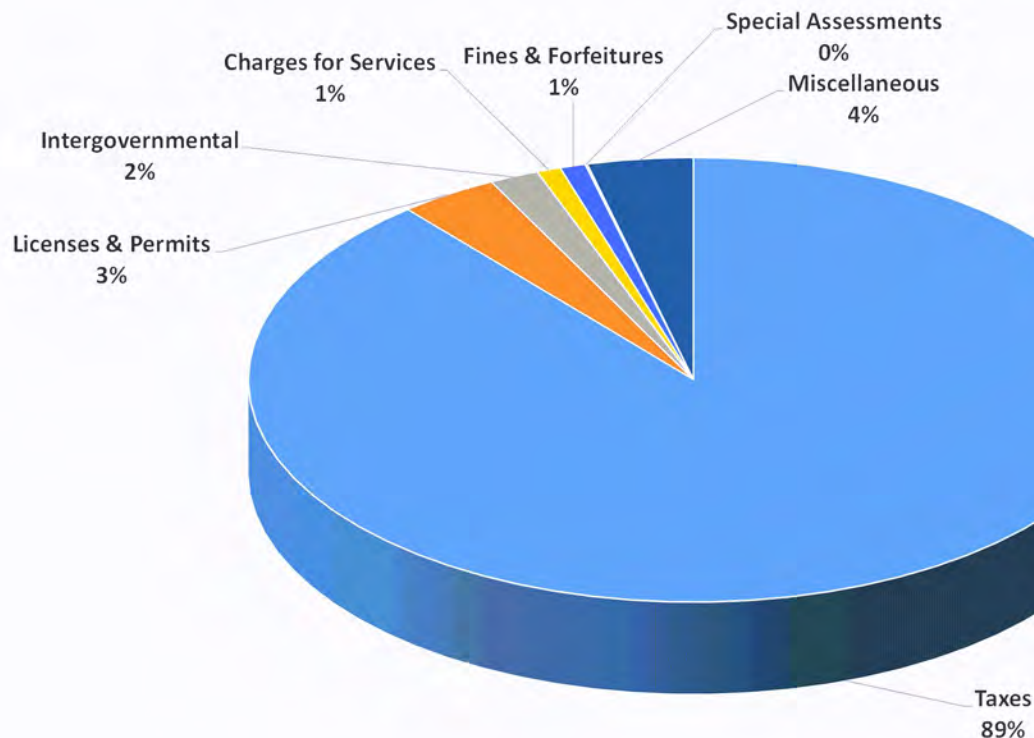


General Fund Revenues:

General Fund 2024 revenues and transfers in are preliminarily budgeted at \$6,485,291, or a 6.5% increase from the 2023 budget. The increase is due to the proposed General Fund taxes increasing in order to cover 2024 expenditure increases. Property taxes account for 88.9% of the 2024 General Fund revenue budget. Non-tax revenues make up 11.1% of the budget and are projected to increase by 3.3%.

For the 2022, 2023 and 2024 budgets (preliminary), no use of reserves has been included in the annual General Fund budget, resulting in structurally balanced budgets. It is recommended that the City strive to structurally balance its General Fund budget with revenues equaling expenditures, and without the use of reserves.

General Fund Revenues and Transfers In 2024 Proposed Budget



Property Tax Levy:

The City's 2024 overall preliminary property tax levy of \$7,115,274 is 9.3% higher than the 2023 total levy of \$6,510,948. The General Fund portion of the property tax levy is proposed to increase by \$372,996, or 6.9%, with all other non-General Fund tax levies (capital and debt levies) budgeted to increase \$231,330, or 20.3%.

Based on a property tax capacity increase of 10.0%, the City is proposing to decrease the estimated payable 2024 City tax rate by 0.4% from 22.416% in 2023 to 22.323% in 2024.

Preliminary individual fund property tax levies are as follows:

	2023	2024	Change in \$	Change in %
General Fund	\$5,370,016	\$5,743,012	\$372,996	6.9%
Non-General Fund Levies				
Debt Service Funds:				
2020A G.O. Street Reconstruction Bonds	\$230,487	\$228,492	(\$1,995)	-0.9%
2021A G.O. Street Reconstruction Bonds	\$312,806	\$310,023	(\$2,783)	-0.9%
2022A G.O. Street Reconstruction Bonds	\$228,639	\$289,416	\$60,777	26.6%
2023A G.O. Street Reconstruction Bonds	\$0	\$160,331	\$160,331	N/A
Total Debt Service Funds	\$771,932	\$988,262	\$216,330	28.0%
Capital Project Funds:				
Equipment Replacement	\$123,000	\$128,000	\$5,000	4.1%
Street Improvements	\$123,000	\$128,000	\$5,000	4.1%
Park Improvements	\$123,000	\$128,000	\$5,000	4.1%
Total Capital Project Funds	\$369,000	\$384,000	\$15,000	4.1%
Total Non-General Fund Levies	\$1,140,932	\$1,372,262	\$231,330	20.3%
Total Levies	\$6,510,948	\$7,115,274	\$604,326	9.3%

TAXABLE MARKET VALUE



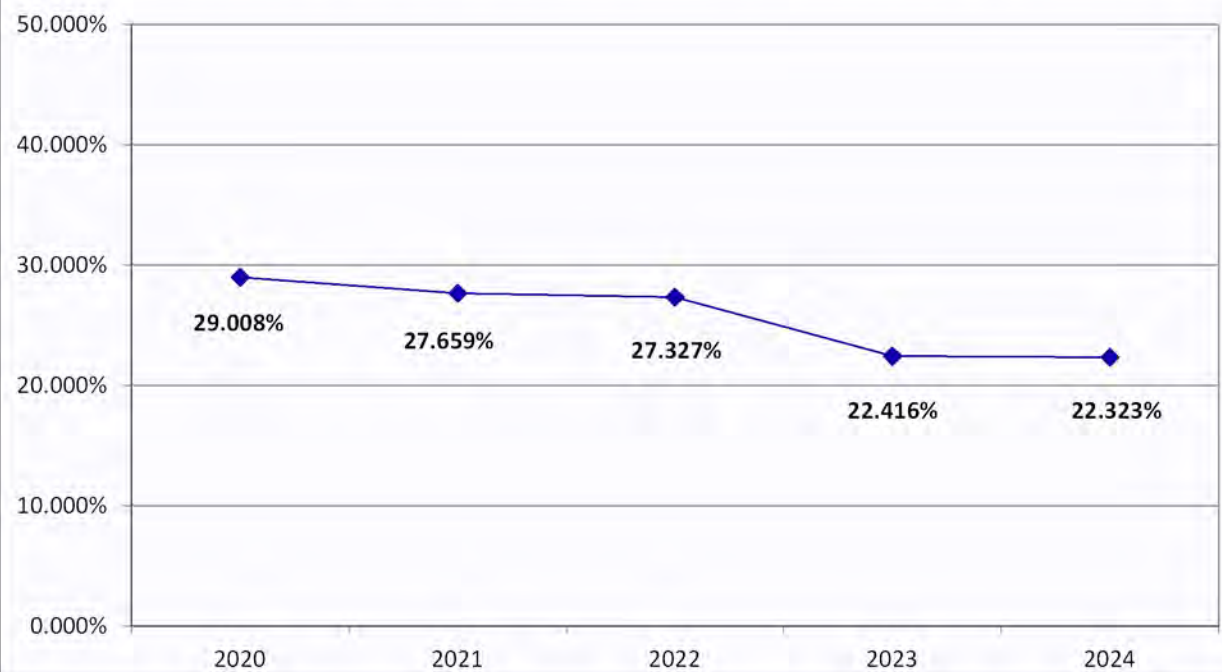
TAX CAPACITY



PROPERTY TAX LEVY



CITY LOCAL TAX CAPACITY RATE



Property owners with no change in market values from payable 2023 to payable 2024 should experience an approximate 0.4% decrease in the City portion of their overall property tax bill. In the event of a market value decrease or increase from payable 2023 to payable 2024, City property taxes would change proportionately.

The following table calculates the property tax impact on residential homesteads that had no market value change from 2023 to 2024:

2024 CITY PROPERTY TAXES (WITH NO MARKET VALUE CHANGE)

Market Value 2024	Tax Capacity 2024	City Local Tax Capacity Rate Pay 2024	City Property Taxes 2024	Property Taxes Increase (Decrease)	Percentage Tax Increase (Decrease)
NO CHANGE					
\$400,000	\$3,988	22.323%	\$890	(\$4)	-0.4%
\$600,000	\$6,250	22.323%	\$1,395	(\$6)	-0.4%
\$800,000	\$8,750	22.323%	\$1,953	(\$8)	-0.4%
\$1,000,000	\$11,250	22.323%	\$2,511	(\$10)	-0.4%
\$1,200,000	\$13,750	22.323%	\$3,069	(\$13)	-0.4%

The City's overall estimated market value increased by 9.2% from 2023 to 2024, including existing value increases and new construction. The following tables calculate the property tax impact on residential homesteads that had an average market value growth increase of 5.0%, 10.0% and 15.0% for 2024.

2024 CITY PROPERTY TAXES (WITH MARKET VALUE INCREASE)

Market Value 2024	Tax Capacity 2024	City Local Tax Capacity Rate Pay 2024	City Property Taxes 2024	Property Taxes Increase (Decrease)	Percentage Tax Increase (Decrease)
INCREASE OF 5.0%					
\$420,000	\$4,200	22.323%	\$938	\$44	4.9%
\$630,000	\$6,625	22.323%	\$1,479	\$78	5.6%
\$840,000	\$9,250	22.323%	\$2,065	\$103	5.3%
\$1,050,000	\$11,875	22.323%	\$2,651	\$129	5.1%
\$1,260,000	\$14,500	22.323%	\$3,237	\$155	5.0%

2024 CITY PROPERTY TAXES (WITH MARKET VALUE INCREASE)

Market Value 2024	Tax Capacity 2024	City Local Tax Capacity Rate Pay 2024	City Property Taxes 2024	Property Taxes Increase (Decrease)	Percentage Tax Increase (Decrease)
INCREASE OF 10.0%					
\$440,000	\$4,400	22.323%	\$982	\$88	9.9%
\$660,000	\$7,000	22.323%	\$1,563	\$162	11.5%
\$880,000	\$9,750	22.323%	\$2,176	\$215	11.0%
\$1,100,000	\$12,500	22.323%	\$2,790	\$269	10.6%
\$1,320,000	\$15,250	22.323%	\$3,404	\$322	10.4%

2024 CITY PROPERTY TAXES (WITH MARKET VALUE INCREASE)

Market Value 2024	Tax Capacity 2024	City Local Tax Capacity Rate Pay 2024	City Property Taxes 2024	Property Taxes Increase (Decrease)	Percentage Tax Increase (Decrease)
INCREASE OF 15.0%					
\$460,000	\$4,600	22.323%	\$1,027	\$133	14.9%
\$690,000	\$7,375	22.323%	\$1,646	\$245	17.5%
\$920,000	\$10,250	22.323%	\$2,288	\$327	16.7%
\$1,150,000	\$13,125	22.323%	\$2,930	\$408	16.2%
\$1,380,000	\$16,000	22.323%	\$3,572	\$489	15.9%

Level of change to the overall 2024 property tax levy

The preliminary budget includes a 9.3% increase in the total property tax levy from 2023 to 2024. As described, the tax impact (percentage change in taxes) to homeowners may be different than the 9.3% percentage increase in the total levy. This is due to the spreading of taxes on an increased property tax base. In recent years, the overall property value of the City has increased at a faster rate than the property tax levy, resulting in a slow decline to the local tax rate. For 2023, the decline in the tax rate was significantly more pronounced, due to total market value increasing approximately 26.2%.

For 2024, as can be seen from the previous tables, a 9.3% levy increase results in a \$6 annual property tax decrease on a \$600,000 valued home that experienced no valuation increase. If that same property value increased 5%, the annual property tax increase would be \$78. If that same property value increased 10%, the annual property tax increase would be \$162, while if that same property value increased by 15%, the annual property tax increase would be \$245.

An increase of \$50,000 in the total 2024 preliminary tax levy would result in an approximate change from an overall 9.3% increase to an overall 10.0% increase. A reduction of \$50,000 in the total 2024 preliminary tax levy would result in an approximate change from an overall 9.3% increase to an overall 8.5% increase.

Budget Revisions

Upon request of the City Council during the August 14 budget work session, the Council directed staff to review the 2024 proposed budget to determine which budgeted expenditures could be reduced. This direction was intended to result in a lower percentage increase to the overall property taxes from 2023 to 2024. The increase in the total City property tax levy in the August preliminary budget was 10.6%, which has been reduced to 9.3% in the accompanying preliminary budget.

Next Steps and Timelines

Staff will revisit any areas and incorporate any recommendations or directions made by the Council. The 2024 preliminary budget and property tax levy are on the September 25 City Council agenda for approval. The 2024 property tax levy must be certified to Hennepin County by September 30. After certification, the preliminary levy can not be increased, but can be decreased. Staff will submit the required information to Hennepin County.

Action Requested

Motion to Adopt a Resolution Adopting the Preliminary 2024 General Fund Operating Budget and Property Tax Levy. A majority vote of the Council is required.

General Fund
2024 Budget
Summary

Account Number	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
REVENUES									
TAXES									
TOTAL LEVY			6,173,291	0	6,510,948	0	7,115,274	604,326	9.3%
LESS: NON-GENERAL FUND LEVIES			(965,438)	0	(1,140,932)	0	(1,372,262)	(231,330)	20.3%
Taxes	5,859,652	4,783,987	5,207,853	5,189,295	5,370,016	0	5,743,012	372,996	6.9%
Licenses & Permits	535,219	556,916	232,225	361,873	232,225	85,769	232,225	0	0.0%
Intergovernmental	740,716	102,822	129,450	111,304	115,450	115,450	115,450	0	0.0%
Charges for Services	49,882	70,733	54,570	65,218	56,570	36,655	56,570	0	0.0%
Fines & Forfeitures	52,115	56,978	60,000	68,409	60,000	18,596	60,000	0	0.0%
Special Assessments	5,395	6,432	5,000	6,675	5,000	0	5,000	0	0.0%
Miscellaneous	272,006	234,297	218,000	345,169	225,034	175,951	248,034	23,000	10.2%
TOTAL REVENUES	7,514,985	5,812,165	5,907,098	6,147,943	6,064,295	370,449	6,460,291	395,996	6.5%
OTHER FINANCING SOURCES									
Sales of Capital Assets	0	0	0	0	0	0	0	0	N/A
Transfers In	25,000	25,000	25,000	25,000	25,000	25,000	25,000	0	0.0%
TOTAL OTHER FINANCING SOURCES	25,000	25,000	25,000	25,000	25,000	25,000	25,000	0	0.0%
TOTAL REVENUES AND OTHER FINANCING SOURCES	7,539,985	5,837,165	5,932,098	6,172,943	6,089,295	395,449	6,485,291	395,996	6.5%
EXPENDITURES									
GENERAL GOVERNMENT									
Council	83,240	82,924	88,600	74,518	104,151	27,872	100,151	(4,000)	-3.8%
Administration	500,607	526,120	568,730	591,068	599,855	243,266	682,701	82,846	13.8%
Elections	36,783	370	29,200	22,065	1,500	0	35,200	33,700	2246.7%
Finance	203,648	222,309	218,674	213,862	226,125	110,012	240,302	14,177	6.3%
Professional Services	238,767	262,120	279,000	277,328	295,000	148,854	320,000	25,000	8.5%
Planning	257,846	327,931	272,790	294,477	359,603	130,022	338,701	(20,902)	-5.8%
Municipal Buildings	203,328	219,329	249,200	231,448	255,600	183,197	304,500	48,900	19.1%
TOTAL GENERAL GOVERNMENT	1,524,219	1,641,103	1,706,194	1,704,766	1,841,834	843,223	2,021,555	179,721	9.8%
PUBLIC SAFETY									
Police	1,522,180	1,562,530	1,616,070	1,618,506	1,484,218	742,250	1,541,043	56,825	3.8%
Fire	693,325	706,969	744,907	744,907	770,300	385,151	779,007	8,707	1.1%
Protective Inspections	140,558	155,628	180,510	153,234	180,650	56,703	238,168	57,518	31.8%
TOTAL PUBLIC SAFETY	2,356,063	2,425,127	2,541,487	2,516,647	2,435,168	1,184,104	2,558,218	123,050	5.1%

General Fund
2024 Budget
Summary

Account Number	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23 2023	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
<u>STREETS</u>									
Engineer	166,908	122,364	162,000	110,417	162,000	42,408	140,000	(22,000)	-13.6%
Public Works	849,209	824,648	949,187	901,832	982,734	352,487	1,031,770	49,036	5.0%
Ice and Snow Removal	94,486	123,297	130,218	170,041	140,861	82,535	150,830	9,969	7.1%
TOTAL STREETS	1,110,603	1,070,309	1,241,405	1,182,290	1,285,595	477,430	1,322,600	37,005	2.9%
<u>PARKS AND RECREATION</u>									
Park Maintenance	208,457	214,066	274,040	203,504	348,009	87,321	362,546	14,537	4.2%
Recreation	64,145	58,897	66,672	66,772	76,389	34,441	115,372	38,983	51.0%
TOTAL PARKS AND RECREATION	272,602	272,963	340,713	270,276	424,398	121,762	477,918	53,520	12.6%
TOTAL EXPENDITURES	5,263,487	5,409,502	5,829,798	5,673,979	5,986,995	2,626,519	6,380,291	393,296	6.6%
<u>OTHER FINANCING USES</u>									
Transfers Out	1,222,415	102,300	102,300	610,249	102,300	102,300	105,000	2,700	2.6%
TOTAL EXPENDITURES AND OTHER FINANCING USES	6,485,902	5,511,802	5,932,098	6,284,228	6,089,295	2,728,819	6,485,291	395,996	6.5%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	1,054,083	325,363	(0)	(111,285)	(0)	(2,333,370)	0	1	-200.0%

General Fund

2024 Budget

Revenues by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
REVENUES										
TAXES										
TOTAL LEVY										
LESS: NON-GENERAL FUND LEVIES				6,173,291 (965,438)		6,510,948 (1,140,932)		7,115,274 (1,372,262)	604,326 (231,330)	9.3% 20.3%
101-00-3010-0000	CURRENT AD VALOREM TAXES	5,686,368	4,594,776	5,207,853	5,003,008	5,370,016	0	5,743,012	372,996	6.9%
101-00-3011-0000	DELINQUENT AD VALOREM TAXES	21,739	11,408	0	9,444	0	0	0	0	N/A
101-00-3100-0000	FISCAL DISPARITIES	150,784	173,204	0	171,948	0	0	0	0	N/A
101-00-3180-0000	OTHER TAXES	0	0	0	0	0	0	0	0	N/A
101-00-3191-0000	PENALTIES & INT. ON AD VALOREM	761	4,599	0	4,895	0	0	0	0	N/A
101-00-3192-0000	TAX FORFEIT SALE	0	0	0	0	0	0	0	0	N/A
Total Taxes		5,859,652	4,783,987	5,207,853	5,189,295	5,370,016	0	5,743,012	372,996	6.9%
LICENSES & PERMITS										
101-00-3211-0000	LIQUOR LICENSES	2,093	3,540	3,500	1,430	3,500	1,430	3,500	0	0.0%
101-00-3212-0000	TOBACCO LICENSES	1,000	2,000	500	1,500	500	0	500	0	0.0%
101-00-3215-0000	REFUSE COLLECTION LICENSES	1,700	1,500	1,375	1,350	1,375	25	1,375	0	0.0%
101-00-3216-0000	TREE TRIMMING LICENSES	750	660	500	630	500	480	500	0	0.0%
101-00-3217-0000	RENTAL HOUSING LICENSES	0	0	0	0	0	0	0	0	N/A
101-24-3217-0000	RENTAL HOUSING LICENSES	2,925	3,880	2,400	2,935	2,400	1,500	2,400	0	0.0%
101-00-3218-0000	OTHER BUSINESS LICENSES&PEN	884	700	750	610	750	634	750	0	0.0%
101-00-3219-0000	LAWN FERTILIZER LICENSE	210	180	200	180	200	150	200	0	0.0%
101-00-3221-0000	BUILDING PERMITS	12,053	11,204	0	4,279	0	2,020	0	0	N/A
101-24-3221-0000	BUILDING PERMITS	383,366	413,752	180,000	265,228	180,000	58,317	180,000	0	0.0%
101-00-3222-0000	PLAN CHECK FEES	0	0	0	0	0	0	0	0	N/A
101-24-3222-0000	PLAN CHECK FEES	126,288	117,379	40,000	82,121	40,000	20,273	40,000	0	0.0%
101-00-3223-0000	DOG LICENSES	1,525	1,696	2,000	1,035	2,000	765	2,000	0	0.0%
101-00-3224-0000	FARM ANIMAL PERMIT	450	150	0	150	0	100	0	0	N/A
101-00-3225-0000	HORSE PERMITS	25	25	0	25	0	25	0	0	N/A
101-00-3226-0000	OTHER NON-BUSINESS LICENSES AN	0	0	0	0	0	0	0	0	N/A
101-00-3235-0000	SOLICITOR PERMIT	1,950	250	1,000	400	1,000	50	1,000	0	0.0%
Total Licenses & Permits		535,219	556,916	232,225	361,873	232,225	85,769	232,225	0	0.0%
INTERGOVERNMENTAL										
101-00-3314-0000	BULLETPROOF VEST GRANT	996	2,956	500	0	500	0	500	0	0.0%
101-00-3316-0000	FEMA STORM DISASTER AID	0	0	0	0	0	0	0	0	N/A
101-00-3341-0000	LOCAL PERFORMANCE AID	0	0	0	0	0	0	0	0	N/A
101-00-3343-0000	MKT VALUE CREDIT AID	51	39	0	66	0	0	0	0	N/A
101-00-3344-0000	PERA AID	0	0	4,750	0	4,750	0	4,750	0	0.0%
101-00-3345-0000	MUNICIPAL STATE AID FOR STREET	105,859	97,168	102,000	109,644	108,000	53,423	108,000	0	0.0%
101-00-3348-0000	PRES NOMINATION PRIMARY REIMB	7,540	0	0	0	0	0	0	0	N/A
101-00-3349-0000	CARES ACT ELECTION GRANT	5,967	0	0	0	0	0	0	0	N/A
101-00-3350-0000	CORONAVIRUS RELIEF FUND	579,593	0	0	0	0	0	0	0	N/A
101-00-3362-0000	MISC GRANTS	38,962	0	20,000	0	0	0	0	0	N/A
101-00-3365-0000	EXCELSIOR ANNEX-DETACH	1,748	2,659	2,200	1,594	2,200	55	2,200	0	0.0%
Total Intergovernmental		740,716	102,822	129,450	111,304	115,450	53,478	115,450	0	0.0%

General Fund

2024 Budget

Revenues by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
CHARGES FOR SERVICES										
101-00-3400-0000	CHARGES FOR SERVICES	0	0	0	0	0	0	0	0	N/A
101-00-3410-0000	RENTAL INCOME	0	0	0	0	0	0	0	0	N/A
101-00-3413-0000	ZONING AND SUBDIVISION FEES	13,294	21,565	10,000	10,538	10,000	4,730	10,000	0	0.0%
101-18-3413-0000	ZONING & SUBDIVISION FEES	0	0	0	0	0	0	0	0	N/A
101-00-3414-0000	PASS-THRU CHARGES	0	(1,010)	0	0	0	1,479	0	0	N/A
101-00-3415-0000	SALE OF COPIES	98	1,365	250	695	250	86	250	0	0.0%
101-00-3417-0000	SPECIAL ASSESSMENT SEARCHES	125	75	0	150	0	25	0	0	N/A
101-00-3420-0000	ELECTION FILING FEES	10	0	10	10	10	0	10	0	0.0%
101-00-3470-0000	PARK DEDICATION FEES	0	0	0	0	0	0	0	0	N/A
101-00-3471-0000	PARK FEES & RENTALS	22,907	30,493	35,000	39,822	35,000	20,851	35,000	0	0.0%
101-53-3471-0000	PARK FEES & RENTALS	(200)	0	0	0	0	0	0	0	N/A
101-00-3472-0000	TREE SALES	8,465	12,110	5,000	8,502	7,000	6,627	7,000	0	0.0%
101-00-3473-0000	PARK PROGRAM FEES	128	945	0	167	0	0	0	0	N/A
101-53-3473-0000	PARK PROGRAM FEES	0	(10)	0	0	0	0	0	0	N/A
101-00-3474-0000	ARCTIC FEVER DONATIONS	3,950	3,000	2,210	4,260	2,210	1,292	2,210	0	0.0%
101-53-3476-0000	COMM GARDEN PLOT RENTAL	1,005	1,545	1,200	1,340	1,200	1,315	1,200	0	0.0%
101-53-3478-0000	SAFETY CAMP	0	455	500	(466)	500	0	500	0	0.0%
101-53-3479-0000	MUSIC IN THE PARK	0	0	0	0	0	0	0	0	N/A
101-53-3481-0000	GARDEN FAIR	0	0	0	0	0	0	0	0	N/A
101-00-3482-0000	SPECIAL EVENT PERMIT FEES	100	200	400	200	400	250	400	0	0.0%
Total Charges for Services										
		49,882	70,733	54,570	65,218	56,570	36,655	56,570	0	0.0%
FINES & FORFEITURES										
101-00-3510-0000	FINES & FORFEITS	52,115	56,978	60,000	68,409	60,000	18,596	60,000	0	0.0%
101-00-3511-0000	IMPOUND FEES	0	0	0	0	0	0	0	0	N/A
Total Fines & Forfeitures										
		52,115	56,978	60,000	68,409	60,000	18,596	60,000	0	0.0%
SPECIAL ASSESSMENTS										
101-00-3610-0000	SPECIAL ASSESSMENT-CURRENT	5,395	6,432	5,000	6,675	5,000	0	5,000	0	0.0%
101-00-3611-0000	SPECIAL ASSESSMENT-DELINQUENT	0	0	0	0	0	0	0	0	N/A
101-00-3614-0000	SPECIAL ASSESSMENT-INTEREST	0	0	0	0	0	0	0	0	N/A
Total Special Assessments										
		5,395	6,432	5,000	6,675	5,000	0	5,000	0	0.0%
MISCELLANEOUS										
101-00-3620-0000	INTEREST EARNINGS	36,806	1,951	12,000	(4,398)	10,000	82	20,000	10,000	100.0%
101-00-3622-0000	LEASE INTEREST REVENUE	0	0	0	70,248	0	0	0	0	N/A
101-00-3623-0000	CONTRIBUTIONS AND DONATIONS	0	0	0	(460)	0	0	0	0	N/A
101-53-3623-0000	PARK DONATIONS	1,250	1,813	0	1,000	0	0	0	0	N/A
101-00-3624-0000	REFUNDS & REIMBURSEMENTS	47,866	66,020	20,000	21,884	25,000	27,587	25,000	0	0.0%
101-00-3626-0000	DRY HYDRANT CHARGES	0	0	0	0	0	0	0	0	N/A
101-00-3627-0000	CELLULAR ANTENNA REVENUE	185,478	163,386	185,000	253,070	189,000	147,782	202,000	13,000	6.9%
101-00-3630-0000	LEASE REVENUE	0	0	0	0	0	0	0	0	N/A
101-00-3670-0000	MISCELLANEOUS REVENUE	606	1,127	1,000	3,825	1,034	500	1,034	0	0.0%
Total Miscellaneous										
		272,006	234,297	218,000	345,169	225,034	175,951	248,034	23,000	10.2%

General Fund

2024 Budget

Revenues by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
TOTAL REVENUES										
		7,514,985	5,812,165	5,907,098	6,147,943	6,064,295	370,449	6,460,291	395,996	6.5%
OTHER FINANCING SOURCES										
101-00-3910-0000	SALES OF CAPITAL ASSETS									
101-00-3920-0000	TRANSFERS IN	0	0	0	0	0	0	0	0	N/A
		25,000	25,000	25,000	25,000	25,000	25,000	25,000	0	0.0%
	TOTAL OTHER FINANCING SOURCES	25,000	25,000	25,000	25,000	25,000	25,000	25,000	0	0.0%
	TOTAL REVENUES AND OTHER FINANCING SOURCES	7,539,985	5,837,165	5,932,098	6,172,943	6,089,295	395,449	6,485,291	395,996	6.5%
TAXES										
101	GENERAL FUND			5,207,853		5,370,016		5,743,012	372,996	6.9%
201	SCEC - BUILDING			0		0		0	0	N/A
201	SCEC - OPERATIONS			0		0		0	0	N/A
310	CITY HALL DEBT SERVICE			96,065		0		0	0	N/A
320	2020A G.O. STREET RECONSTRUCTION BONDS			232,482		230,487		228,492	(1,995)	-0.9%
321	2021A G.O. STREET RECONSTRUCTION BONDS			282,891		312,806		310,023	(2,783)	-0.9%
322	2022A G.O. STREET RECONSTRUCTION BONDS			0		228,639		289,416	60,777	26.6%
323	2023A G.O. STREET RECONSTRUCTION BONDS			0		0		160,331	160,331	N/A
403	EQUIPMENT REPLACEMENT			118,000		123,000		128,000	5,000	4.1%
404	STREET IMPROVEMENTS			118,000		123,000		128,000	5,000	4.1%
402	PARK IMPROVEMENTS			118,000		123,000		128,000	5,000	4.1%
		0	0	6,173,291	0	6,510,948	0	7,115,274	604,326	9.3%
				3.3%		5.5%		9.3%		

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
EXPENDITURES										
DEPT 11 COUNCIL										
PERSONAL SERVICES										
101-11-4103-0000	PART-TIME	20,600	19,625	21,000	20,600	25,500	10,625	25,500	0	0.0%
101-11-4121-0000	PERA CONTRIB - CITY SHARE	0	0	0	0	0	0	0	0	N/A
101-11-4122-0000	FICA CONTRIB - CITY SHARE	1,576	1,501	1,600	1,576	1,951	813	1,951	0	0.0%
101-11-4151-0000	WORKERS COMPENSATION	0	0	0	0	0	0	0	0	N/A
Total Personal Services		22,176	21,126	22,600	22,176	27,451	11,438	27,451	0	0.0%
SUPPLIES										
101-11-4245-0000	GENERAL SUPPLIES	837	6,379	2,000	4,443	3,000	1,338	3,000	0	0.0%
101-11-4302-0000	CONSULTING FEES	0	0	0	0	0	0	0	0	N/A
Total Supplies		837	6,379	2,000	4,443	3,000	1,338	3,000	0	0.0%
OTHER SERVICES AND CHARGES										
101-11-4331-0000	TRAVEL, CONFERENCE & SCHOOL	560	409	3,000	2,215	3,000	155	3,000	0	0.0%
101-11-4346-0000	EVENTS	0	8,500	7,500	7,000	12,000	0	8,000	(4,000)	-33.3%
101-11-4351-0000	PRINTING AND PUBLISHING	0	95	0	0	200	80	200	0	0.0%
101-11-4400-0000	CONTRACTUAL SERVICES	6,640	1,509	8,500	560	8,500	420	8,500	0	0.0%
101-11-4410-0000	RENTALS	0	0	0	0	0	0	0	0	N/A
101-11-4433-0000	DUES AND SUBSCRIPTIONS	44,527	44,468	45,000	38,124	50,000	14,441	50,000	0	0.0%
101-11-4440-0000	MISC SERVICES/CONTINGENCY	0	0	0	0	0	0	0	0	N/A
101-11-4488-0000	COVID-19 Expenditures	8,500	438	0	0	0	0	0	0	N/A
Total Other Services and Charges		60,227	55,419	64,000	47,899	73,700	15,096	69,700	(4,000)	-5.4%
Total Council		83,240	82,924	88,600	74,518	104,151	27,872	100,151	(4,000)	-3.8%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 13 ADMINISTRATION										
PERSONAL SERVICES										
101-13-4101-0000	FULL-TIME REGULAR	314,454	340,826	364,034	315,662	381,269	149,274	417,139	35,870	9.4%
101-13-4102-0000	OVERTIME	621	0	0	662	0	0	0	0	N/A
101-13-4103-0000	PART-TIME	30,003	16,675	19,469	19,764	21,393	8,303	28,101	6,708	31.4%
101-13-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-13-4121-0000	PERA CONTRIB - CITY SHARE	25,845	26,638	28,763	20,764	30,200	11,665	33,393	3,193	10.6%
101-13-4122-0000	FICA CONTRIB - CITY SHARE	25,848	26,338	29,338	24,771	30,804	11,454	34,061	3,257	10.6%
101-13-4131-0000	EMPLOYEE INSURANCE - CITY	45,706	54,445	56,590	48,493	61,960	25,286	55,933	(6,027)	-9.7%
101-13-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-13-4151-0000	WORKERS COMPENSATION	3,022	3,090	2,536	2,236	3,229	705	3,574	345	10.7%
Total Personal Services		445,499	468,012	500,730	432,352	528,855	206,687	572,201	43,346	8.2%
SUPPLIES										
101-13-4200-0000	OFFICE SUPPLIES	4,669	3,461	5,000	4,637	5,000	1,925	5,000	0	0.0%
101-13-4208-0000	POSTAGE	9,266	9,750	11,000	7,705	11,000	2,088	8,000	(3,000)	-27.3%
101-13-4221-0000	MAINTENANCE OF EQUIPMENT	4,680	0	0	0	0	0	0	0	N/A
101-13-4245-0000	GENERAL SUPPLIES	594	680	1,000	1,690	1,000	993	5,000	4,000	400.0%
Total Supplies		19,209	13,891	17,000	14,032	17,000	5,006	18,000	1,000	5.9%
OTHER SERVICES AND CHARGES										
101-13-4321-0000	COMMUNICATIONS - VOICE/DATA	0	270	0	360	500	1,492	5,000	4,500	900.0%
101-13-4331-0000	TRAVEL, CONFERENCE & SCHOOL	1,690	3,847	8,500	3,272	8,500	2,023	8,500	0	0.0%
101-13-4351-0000	PRINTING AND PUBLISHING	8,866	12,076	12,500	12,129	14,000	4,419	14,000	0	0.0%
101-13-4400-0000	CONTRACTUAL SERVICES	13,834	17,388	18,000	118,379	19,000	15,112	53,000	34,000	178.9%
101-13-4433-0000	DUES AND SUBSCRIPTIONS	9,605	10,156	12,000	10,544	12,000	8,527	12,000	0	0.0%
101-13-4488-0000	COVID-19 Expenditures	1,904	480	0	0	0	0	0	0	N/A
Total Other Services and Charges		35,899	44,217	51,000	144,684	54,000	31,573	92,500	38,500	71.3%
Total Administration		500,607	526,120	568,730	591,068	599,855	243,266	682,701	82,846	13.8%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 14 ELECTIONS										
PERSONAL SERVICES										
101-14-4107-0000	ELECTION JUDGE	20,847	0	17,000	14,832	0	0	22,000	22,000	N/A
	Total Personal Services	20,847	0	17,000	14,832	0	0	22,000	22,000	N/A
SUPPLIES										
101-14-4200-0000	OFFICE SUPPLIES	1,387	0	1,200	204	0	0	1,200	1,200	N/A
101-14-4208-0000	ELECTION POSTAGE	918	376	2,000	1,357	500	0	2,000	1,500	300.0%
101-14-4221-0000	MAINTENANCE OF EQUIPMENT	2,571	(6)	3,000	1,836	500	0	3,000	2,500	500.0%
101-14-4245-0000	GENERAL SUPPLIES	3,852	0	3,000	3,518	500	0	4,000	3,500	700.0%
	Total Supplies	8,728	370	9,200	6,915	1,500	0	10,200	8,700	580.0%
OTHER SERVICES AND CHARGES										
101-14-4331-0000	TRAVEL, CONFERENCE & SCHOOL	2,355	0	1,000	123	0	0	1,000	1,000	N/A
101-14-4351-0000	PRINTING AND PUBLISHING	415	0	1,000	195	0	0	1,000	1,000	N/A
101-14-4400-0000	CONTRACTUAL SERVICES	252	0	0	0	0	0	0	0	N/A
101-14-4440-0000	MISC SERVICES/CONTINGENCY	0	0	1,000	0	0	0	1,000	1,000	N/A
101-14-4488-0000	COVID-19 Expenditures	4,186	0	0	0	0	0	0	0	N/A
	Total Other Services and Charges	7,208	0	3,000	318	0	0	3,000	3,000	N/A
	Total Elections	36,783	370	29,200	22,065	1,500	0	35,200	33,700	2246.7%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 15 FINANCE										
PERSONAL SERVICES										
101-15-4101-0000	FULL-TIME REGULAR	137,205	142,607	146,066	146,073	150,448	68,562	159,607	9,159	6.1%
101-15-4102-0000	OVERTIME	0	0	0	0	0	0	0	0	N/A
101-15-4103-0000	PART-TIME	0	0	0	0	0	0	0	0	N/A
101-15-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-15-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-15-4121-0000	PERA CONTRIB - CITY SHARE	10,291	10,696	10,955	10,956	11,284	5,142	11,971	687	6.1%
101-15-4122-0000	FICA CONTRIB - CITY SHARE	10,498	10,902	11,174	11,176	11,509	5,172	12,210	701	6.1%
101-15-4131-0000	EMPLOYEE INSURANCE - CITY	15,435	16,394	17,071	17,190	17,650	8,385	19,005	1,355	7.7%
101-15-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-15-4151-0000	WORKERS COMPENSATION	851	946	1,008	1,044	1,234	393	1,309	75	6.1%
Total Personal Services		174,280	181,545	186,274	186,439	192,125	87,654	204,102	11,977	6.2%
SUPPLIES										
101-15-4200-0000	OFFICE SUPPLIES	897	1,099	1,000	387	1,000	188	1,000	0	0.0%
101-15-4221-0000	MAINTENANCE OF EQUIPMENT	17,348	25,206	19,000	18,728	20,000	19,829	22,000	2,000	10.0%
101-15-4245-0000	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	N/A
Total Supplies		18,245	26,305	20,000	19,115	21,000	20,017	23,000	2,000	9.5%
OTHER SERVICES AND CHARGES										
101-15-4301-0000	AUDITING & ACCOUNTING	0	0	0	0	0	0	0	0	N/A
101-15-4321-0000	COMMUNICATIONS - VOICE/DATA	0	0	0	0	0	375	0	0	N/A
101-15-4331-0000	TRAVEL, CONFERENCE & SCHOOL	917	980	3,500	1,160	3,000	524	3,000	0	0.0%
101-15-4351-0000	PRINTING AND PUBLISHING	2,450	2,455	2,200	1,804	2,300	0	2,500	200	8.7%
101-15-4360-0000	INSURANCE	0	0	0	0	0	0	0	0	N/A
101-15-4400-0000	CONTRACTUAL SERVICES	243	1,464	1,500	326	1,500	0	1,500	0	0.0%
101-15-4433-0000	DUES AND SUBSCRIPTIONS	964	1,015	1,200	1,062	1,200	595	1,200	0	0.0%
101-15-4440-0000	MISC SERVICES/CONTINGENCY	0	0	0	0	0	0	0	0	N/A
101-15-4450-0000	BANK SERVICE CHARGES	6,248	8,395	4,000	3,956	5,000	847	5,000	0	0.0%
101-15-4488-0000	COVID-19 Expenditures	301	150	0	0	0	0	0	0	N/A
Total Other Services and Charges		11,123	14,459	12,400	8,308	13,000	2,341	13,200	200	1.5%
Total Finance		203,648	222,309	218,674	213,862	226,125	110,012	240,302	14,177	6.3%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 16	<u>PROFESSIONAL SERVICES</u>									
<u>SUPPLIES</u>										
101-16-4200-0000	OFFICE SUPPLIES	0	0	0	0	0	0	0	0	N/A
	<u>OTHER SERVICES AND CHARGES</u>									
101-16-4301-0000	AUDITING & ACCOUNTING	31,635	32,960	34,000	33,485	35,000	35,012	39,000	4,000	11.4%
101-16-4304-0000	LEGAL FEES	61,547	83,437	100,000	88,843	100,000	27,892	100,000	0	0.0%
101-16-4400-0000	CONTRACTUAL SERVICES	140,671	145,723	145,000	155,000	160,000	85,950	181,000	21,000	13.1%
101-16-4488-0000	COVID-19 Expenditures	4,914	0	0	0	0	0	0	0	N/A
	Total Other Services and Charges	238,767	262,120	279,000	277,328	295,000	148,854	320,000	25,000	8.5%
	Total Professional Services	238,767	262,120	279,000	277,328	295,000	148,854	320,000	25,000	8.5%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 18 PLANNING										
PERSONAL SERVICES										
101-18-4101-0000	FULL-TIME REGULAR	152,543	201,638	201,420	203,029	208,781	86,298	200,277	(8,504)	-4.1%
101-18-4102-0000	OVERTIME	0	0	0	0	0	0	0	0	N/A
101-18-4103-0000	PART-TIME	11,969	196	0	7,059	0	3,267	26,978	26,978	N/A
101-18-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-18-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-18-4121-0000	PERA CONTRIB - CITY SHARE	12,082	15,081	15,106	15,757	15,659	6,717	17,044	1,385	8.8%
101-18-4122-0000	FICA CONTRIB - CITY SHARE	12,523	14,692	15,409	14,455	15,972	6,147	17,385	1,413	8.8%
101-18-4131-0000	EMPLOYEE INSURANCE - CITY	20,622	28,291	29,972	33,051	38,502	17,315	32,412	(6,090)	-15.8%
101-18-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-18-4151-0000	WORKERS COMPENSATION	1,181	1,454	1,083	1,808	1,489	326	1,605	116	7.8%
Total Personal Services		210,920	261,352	262,990	275,159	280,403	120,070	295,701	15,298	5.5%
SUPPLIES										
101-18-4200-0000	OFFICE SUPPLIES	490	171	0	482	100	0	500	400	400.0%
101-18-4208-0000	POSTAGE	0	19	0	0	0	0	0	0	N/A
101-18-4221-0000	MAINTENANCE OF EQUIPMENT	0	780	400	(274)	400	404	500	100	25.0%
101-18-4245-0000	GENERAL SUPPLIES	849	36	200	194	200	51	500	300	150.0%
Total Supplies		1,339	1,006	600	402	700	455	1,500	800	114.3%
OTHER SERVICES AND CHARGES										
101-18-4304-0000	LEGAL FEES	35,479	44,423	5,000	7,149	10,000	840	10,000	0	0.0%
101-18-4321-0000	COMMUNICATIONS - VOICE/DATA	0	0	0	0	0	357	1,000	1,000	N/A
101-18-4331-0000	TRAVEL, CONFERENCE & SCHOOL	593	454	2,000	427	2,000	60	3,000	1,000	50.0%
101-18-4351-0000	PRINTING AND PUBLISHING	796	961	1,000	999	1,000	173	1,000	0	0.0%
101-18-4400-0000	CONTRACTUAL SERVICES	6,457	18,283	0	9,203	64,000	1,531	25,000	(39,000)	-60.9%
101-18-4433-0000	DUES AND SUBSCRIPTIONS	1,378	1,152	1,200	1,138	1,500	6,536	1,500	0	0.0%
101-18-4440-0000	MISC SERVICES/CONTINGENCY	0	0	0	0	0	0	0	0	N/A
101-18-4488-0000	COVID-19 Expenditures	884	300	0	0	0	0	0	0	N/A
Total Other Services and Charges		45,587	65,573	9,200	18,916	78,500	9,497	41,500	(37,000)	-47.1%
Total Planning		257,846	327,931	272,790	294,477	359,603	130,022	338,701	(20,902)	-5.8%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
MUNICIPAL BUILDINGS										
DEPT 19										
SUPPLIES										
101-19-4221-0000	MAINTENANCE OF EQUIPMENT	5,674	9,237	25,000	11,789	18,000	5,999	18,000	0	0.0%
101-19-4223-0000	MAINTENANCE OF BUILDINGS	1,016	4,635	10,000	675	17,000	9,009	17,000	0	0.0%
101-19-4245-0000	GENERAL SUPPLIES	2,055	2,490	3,000	4,420	3,000	1,371	4,000	1,000	33.3%
	Total Supplies	8,745	16,362	38,000	16,884	38,000	16,379	39,000	1,000	2.6%
OTHER SERVICES AND CHARGES										
101-19-4321-0000	COMMUNICATIONS - VOICE/DATA	61,871	67,107	64,000	70,237	70,000	34,365	99,000	29,000	41.4%
101-19-4331-0000	TRAVEL, CONFERENCE & SCHOOL	0	0	0	114	0	0	0	0	N/A
101-19-4360-0000	INSURANCE	98,571	109,779	115,000	107,908	115,000	119,819	125,000	10,000	8.7%
101-19-4361-0000	INSURANCE DEDUCTIBLE	0	0	0	0	0	0	0	0	N/A
101-19-4380-0000	UTILITY SERVICES	8,184	9,288	11,000	12,955	11,000	4,414	15,000	4,000	36.4%
101-19-4400-0000	CONTRACTUAL SERVICES	16,249	14,740	17,000	21,456	17,000	7,731	24,000	7,000	41.2%
101-19-4410-0000	RENTALS	502	947	1,000	780	1,200	195	1,200	0	0.0%
101-19-4433-0000	DUES AND SUBSCRIPTIONS	361	295	1,000	1,098	1,200	294	1,200	0	0.0%
101-19-4437-0000	TAXES/LICENSES	17	16	100	16	100	0	100	0	0.0%
101-19-4440-0000	MISC SERVICES/CONTINGENCY	0	0	100	0	100	0	0	(100)	-100.0%
101-19-4488-0000	COVID-19 Expenditures	7,078	795	0	0	0	0	0	0	N/A
101-19-4720-0000	FISCAL AGENT FEES	1,750	0	2,000	0	2,000	0	0	(2,000)	-100.0%
	Total Other Services and Charges	194,583	202,967	211,200	214,564	217,600	166,818	265,500	47,900	22.0%
	Total Municipal Buildings	203,328	219,329	249,200	231,448	255,600	183,197	304,500	48,900	19.1%
	TOTAL GENERAL GOVERNMENT	1,524,219	1,641,103	1,706,194	1,704,766	1,841,834	843,223	2,021,555	179,721	9.8%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 21 POLICE										
SUPPLIES										
101-21-4221-0000	MAINTENANCE OF EQUIPMENT	3,496	2,956	0	0	0	0	0	0	N/A
101-21-4245-0000	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	N/A
	Total Supplies	3,496	2,956	0	0	0	0	0	0	N/A
OTHER SERVICES AND CHARGES										
101-21-4360-0000	INSURANCE	0	0	0	0	0	0	0	0	N/A
101-21-4400-0000	CONTRACTUAL SERVICES	1,306,276	1,353,447	1,404,123	1,406,639	1,481,218	741,433	1,538,043	56,825	3.8%
101-21-4440-0000	MISC SERVICES/CONTINGENCY	513	891	3,000	2,920	3,000	817	3,000	0	0.0%
	Total Other Services and Charges	1,306,789	1,354,338	1,407,123	1,409,559	1,484,218	742,250	1,541,043	56,825	3.8%
CAPITAL OUTLAY										
101-21-4620-0000	BUILDINGS & STRUCTURES	211,895	205,236	208,947	208,947	0	0	0	0	N/A
	Total Police	1,522,180	1,562,530	1,616,070	1,618,506	1,484,218	742,250	1,541,043	56,825	3.8%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 22	<u>FIRE</u>									
	<u>OTHER SERVICES AND CHARGES</u>									
101-22-4400-0000	CONTRACTUAL SERVICES - EXCELSIOR	394,916	413,085	457,758	457,758	542,531	271,266	634,080	91,549	16.9%
101-22-4400-0000	CONTRACTUAL SERVICES - MOUND	25,029	24,560	26,391	26,391	27,653	13,827	32,646	4,993	18.1%
	Total Other Services and Charges	419,945	437,645	484,149	484,149	570,184	285,093	666,726	96,542	16.9%
	<u>CAPITAL OUTLAY</u>									
101-22-4620-0000	BUILDINGS & STRUCTURES	273,380	269,324	260,758	260,758	200,116	100,058	112,281	(87,835)	-43.9%
	Total Fire	693,325	706,969	744,907	744,907	770,300	385,151	779,007	8,707	1.1%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 24	PROTECTIVE INSPECTIONS									
	PERSONAL SERVICES									
101-24-4101-0000	FULL-TIME REGULAR	92,325	90,836	112,264	94,336	108,409	36,185	148,455	40,046	36.9%
101-24-4102-0000	OVERTIME	0	0	0	0	0	0	0	0	N/A
101-24-4103-0000	PART-TIME	0	0	0	0	0	0	0	0	N/A
101-24-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-24-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-24-4121-0000	PERA CONTRIB - CITY SHARE	6,436	6,805	8,096	7,076	8,131	2,714	11,134	3,003	36.9%
101-24-4122-0000	FICA CONTRIB - CITY SHARE	7,112	6,945	8,588	7,208	8,293	2,797	11,357	3,064	36.9%
101-24-4131-0000	EMPLOYEE INSURANCE - CITY	15,330	16,565	17,228	17,205	19,458	8,175	29,748	10,290	52.9%
101-24-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-24-4151-0000	WORKERS COMPENSATION	536	590	584	620	759	197	1,074	315	41.5%
	Total Personal Services	121,739	121,741	146,760	126,445	145,050	50,068	201,768	56,718	39.1%
	SUPPLIES									
101-24-4200-0000	OFFICE SUPPLIES	697	942	300	69	300	0	300	0	0.0%
101-24-4212-0000	MOTOR FUELS & LUBRICANTS	0	0	0	1,427	2,400	293	2,400	0	0.0%
101-24-4221-0000	MAINTENANCE OF EQUIPMENT	0	149	0	0	500	0	500	0	0.0%
101-24-4245-0000	GENERAL SUPPLIES	40	0	100	0	100	129	100	0	0.0%
	Total Supplies	737	1,091	400	1,496	3,300	422	3,300	0	0.0%
	OTHER SERVICES AND CHARGES									
101-24-4303-0000	ENGINEERING FEES	36	0	0	0	0	0	0	0	N/A
101-24-4304-0000	LEGAL FEES	0	0	0	0	0	0	0	0	N/A
101-24-4321-0000	COMMUNICATIONS - VOICE/DATA	0	315	0	642	500	249	500	0	0.0%
101-24-4331-0000	TRAVEL, CONFERENCE & SCHOOL	2,459	2,787	3,500	960	1,200	1,258	2,000	800	66.7%
101-24-4351-0000	PRINTING AND PUBLISHING	143	0	0	0	0	0	0	0	N/A
101-24-4400-0000	CONTRACTUAL SERVICES	13,755	28,945	29,700	23,160	30,000	4,561	30,000	0	0.0%
101-24-4433-0000	DUES AND SUBSCRIPTIONS	1,037	599	150	531	600	145	600	0	0.0%
101-24-4488-0000	COVID-19 Expenditures	652	150	0	0	0	0	0	0	N/A
	Total Other Services and Charges	18,082	32,796	33,350	25,293	32,300	6,213	33,100	800	2.5%
	Total Protective Inspections	140,558	155,628	180,510	153,234	180,650	56,703	238,168	57,518	31.8%
	TOTAL PUBLIC SAFETY	2,356,063	2,425,127	2,541,487	2,516,647	2,435,168	1,184,104	2,558,218	123,050	5.1%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 31 CITY ENGINEER										
SUPPLIES										
101-31-4200-0000	OFFICE SUPPLIES	0	0	0	0	0	0	0	0	N/A
101-31-4221-0000	MAINTENANCE OF EQUIPMENT	0	0	0	0	0	0	0	0	N/A
101-31-4245-0000	GENERAL SUPPLIES	0	0	0	190	0	0	0	0	N/A
Total Supplies										
		0	0	0	190	0	0	0	0	N/A
OTHER SERVICES AND CHARGES										
101-31-4303-0000	ENGINEERING FEES	32,866	122,294	162,000	110,054	162,000	42,408	140,000	(22,000)	-13.6%
101-31-4321-0000	COMMUNICATIONS - VOICE/DATA	0	0	0	0	0	0	0	0	N/A
101-31-4331-0000	TRAVEL, CONFERENCE & SCHOOL	0	50	0	0	0	0	0	0	N/A
101-31-4351-0000	PRINTING AND PUBLISHING	0	0	0	0	0	0	0	0	N/A
101-31-4400-0000	CONTRACTUAL SERVICES	133,894	20	0	173	0	0	0	0	N/A
101-31-4410-0000	RENTALS	0	0	0	0	0	0	0	0	N/A
101-31-4433-0000	DUES AND SUBSCRIPTIONS	148	0	0	0	0	0	0	0	N/A
Total Other Services and Charges										
		166,908	122,364	162,000	110,227	162,000	42,408	140,000	(22,000)	-13.6%
Total City Engineer										
		166,908	122,364	162,000	110,417	162,000	42,408	140,000	(22,000)	-13.6%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 32 PUBLIC WORKS										
PERSONAL SERVICES										
101-32-4101-0000	FULL-TIME REGULAR	394,688	412,779	393,380	421,468	409,256	161,570	432,171	22,915	5.6%
101-32-4102-0000	OVERTIME	7,464	2,954	3,000	9,130	3,000	4,250	5,000	2,000	66.7%
101-32-4103-0000	PART-TIME	0	0	0	0	0	0	0	0	N/A
101-32-4104-0000	TEMPORARY REGULAR	0	0	0	0	0	0	0	0	N/A
101-32-4105-0000	STREET PAGER PAY	8,538	5,599	9,500	7,091	8,500	1,353	8,500	0	0.0%
101-32-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-32-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-32-4121-0000	PERA CONTRIB - CITY SHARE	30,484	30,368	30,442	27,666	31,557	12,502	32,413	857	2.7%
101-32-4122-0000	FICA CONTRIB - CITY SHARE	29,342	28,889	31,050	30,632	32,188	12,389	33,061	873	2.7%
101-32-4131-0000	EMPLOYEE INSURANCE - CITY	69,850	66,302	69,114	56,729	66,309	28,543	74,134	7,825	11.8%
101-32-4141-0000	UNEMPLOYMENT COMPENSATION	150	0	0	0	0	0	0	0	N/A
101-32-4151-0000	WORKERS COMPENSATION	26,766	29,284	33,701	30,070	42,225	12,635	44,791	2,566	6.1%
Total Personal Services		567,282	576,175	570,187	582,786	593,034	233,242	630,070	37,036	6.2%
SUPPLIES										
101-32-4200-0000	OFFICE SUPPLIES	522	161	400	2,214	400	73	400	0	0.0%
101-32-4208-0000	POSTAGE	9	0	0	19	0	0	0	0	N/A
101-32-4212-0000	MOTOR FUELS & LUBRICANTS	29,093	39,395	41,000	55,105	46,000	22,699	52,000	6,000	13.0%
101-32-4221-0000	MAINTENANCE OF EQUIPMENT	15,862	18,041	25,000	52,925	25,000	28,709	35,000	10,000	40.0%
101-32-4223-0000	MAINTENANCE OF BUILDINGS	2,330	6,543	10,000	6,007	17,000	5,840	17,000	0	0.0%
101-32-4240-0000	SMALL TOOLS/MINOR EQUIPMENT	2,393	406	3,500	3,453	3,500	1,256	3,500	0	0.0%
101-32-4245-0000	GENERAL SUPPLIES	18,739	17,920	17,000	19,799	19,000	5,834	23,000	4,000	21.1%
101-32-4250-0000	ROAD MAINT MATERIALS	67,891	18,051	85,000	34,285	80,000	12,589	70,000	(10,000)	-12.5%
Total Supplies		136,839	100,517	181,900	173,807	190,900	77,000	200,900	10,000	5.2%
OTHER SERVICES AND CHARGES										
101-32-4303-0000	ENGINEERING FEES	285	0	0	33	0	0	0	0	N/A
101-32-4305-0000	DRUG TESTING	1,034	1,313	1,200	883	1,200	300	1,200	0	0.0%
101-32-4321-0000	COMMUNICATIONS - VOICE/DATA	6,895	7,722	5,000	6,509	5,000	1,342	8,000	3,000	60.0%
101-32-4331-0000	TRAVEL, CONFERENCE & SCHOOL	973	597	7,500	2,063	7,500	1,048	7,500	0	0.0%
101-32-4351-0000	PRINTING AND PUBLISHING	0	0	300	0	0	50	0	0	N/A
101-32-4380-0000	UTILITY SERVICES	10,958	9,206	12,000	11,229	12,000	7,243	15,000	3,000	25.0%
101-32-4399-0000	UTILITIES-STREET LIGHTS	39,241	42,427	42,000	51,954	40,000	18,915	45,000	5,000	12.5%
101-32-4400-0000	CONTRACTUAL SERVICES	81,666	84,019	125,000	70,313	129,000	13,347	120,000	(9,000)	-7.0%
101-32-4410-0000	RENTALS	329	26	1,400	800	1,400	0	1,400	0	0.0%
101-32-4433-0000	DUES AND SUBSCRIPTIONS	401	1,693	1,700	487	1,700	0	1,700	0	0.0%
101-32-4437-0000	TAXES/LICENSES	676	885	1,000	968	1,000	0	1,000	0	0.0%
101-32-4440-0000	MISC SERVICES/CONTINGENCY	0	0	0	0	0	0	0	0	N/A
101-32-4488-0000	COVID-19 Expenditures	2,630	68	0	0	0	0	0	0	N/A
Total Other Services and Charges		145,088	147,956	197,100	145,239	198,800	42,245	200,800	2,000	1.0%
Total Public Works		849,209	824,648	949,187	901,832	982,734	352,487	1,031,770	49,036	5.0%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 33	ICE AND SNOW REMOVAL									
PERSONAL SERVICES										
101-33-4101-0000	FULL-TIME REGULAR	33,234	39,291	36,600	56,208	36,343	38,063	38,843	2,500	6.9%
101-33-4102-0000	OVERTIME	8,918	7,785	8,000	11,733	8,000	12,675	10,000	2,000	25.0%
101-33-4103-0000	PART-TIME	700	0	0	0	0	70	0	0	N/A
101-33-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-33-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-33-4121-0000	PERA CONTRIB - CITY SHARE	3,132	3,531	3,345	4,960	3,326	3,805	2,913	(413)	-12.4%
101-33-4122-0000	FICA CONTRIB - CITY SHARE	2,968	3,169	3,412	4,590	3,392	3,341	2,971	(421)	-12.4%
101-33-4131-0000	EMPLOYEE INSURANCE - CITY	6,285	6,883	7,283	5,840	5,930	2,596	6,251	321	5.4%
101-33-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-33-4151-0000	WORKERS COMPENSATION	2,232	3,085	2,378	4,545	2,670	3,558	2,852	182	6.8%
	Total Personal Services	57,469	63,744	61,018	87,876	59,661	64,108	63,830	4,169	7.0%
SUPPLIES										
101-33-4245-0000	GENERAL SUPPLIES	37,017	59,553	68,000	82,165	80,000	18,427	85,000	5,000	6.3%
OTHER SERVICES AND CHARGES										
101-33-4331-0000	TRAVEL, CONFERENCE & SCHOOL	0	0	1,200	0	1,200	0	2,000	800	66.7%
	Total Ice and Snow Removal	94,486	123,297	130,218	170,041	140,861	82,535	150,830	9,969	7.1%
	TOTAL STREETS	1,110,603	1,070,309	1,241,405	1,182,290	1,285,595	477,430	1,322,600	37,005	2.9%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 52	PARK MAINTENANCE									
PERSONAL SERVICES										
101-52-4101-0000	FULL-TIME REGULAR	82,455	91,257	117,400	90,385	162,935	38,217	181,182	18,247	11.2%
101-52-4102-0000	OVERTIME	0	0	1,500	0	1,500	297	1,500	0	0.0%
101-52-4103-0000	PART-TIME	8,634	8,372	10,000	0	10,000	0	16,000	6,000	60.0%
101-52-4104-0000	TEMPORARY REGULAR	0	0	0	0	0	0	0	0	N/A
101-52-4106-0000	OTHER	0	0	0	0	0	0	0	0	N/A
101-52-4111-0000	SEVERANCE PAY	0	0	0	0	0	0	0	0	N/A
101-52-4121-0000	PERA CONTRIB - CITY SHARE	6,159	6,845	8,918	6,566	12,333	2,889	13,565	1,233	10.0%
101-52-4122-0000	FICA CONTRIB - CITY SHARE	6,992	7,547	9,861	6,749	13,345	3,021	13,836	491	3.7%
101-52-4131-0000	EMPLOYEE INSURANCE - CITY	20,544	21,447	22,207	16,854	29,003	7,866	21,954	(7,049)	-24.3%
101-52-4141-0000	UNEMPLOYMENT COMPENSATION	0	0	0	0	0	0	0	0	N/A
101-52-4151-0000	WORKERS COMPENSATION	5,737	6,523	6,305	6,366	4,844	2,769	5,209	365	7.5%
Total Personal Services		130,521	141,991	176,190	127,120	233,959	55,059	253,246	19,287	8.2%
SUPPLIES										
101-52-4208-0000	POSTAGE	0	0	0	0	0	0	0	0	N/A
101-52-4221-0000	MAINTENANCE OF EQUIPMENT	0	150	6,000	172	6,000	4,873	8,000	2,000	33.3%
101-52-4223-0000	MAINTENANCE OF BUILDINGS	10,287	2,379	10,000	550	10,000	113	10,000	0	0.0%
101-52-4240-0000	SMALL TOOLS/MINOR EQUIPMENT	274	743	1,200	103	1,200	0	1,200	0	0.0%
101-52-4245-0000	GENERAL SUPPLIES	7,889	7,552	9,500	9,531	9,500	3,136	9,500	0	0.0%
101-52-4247-0000	TREES PURCHASED	9,987	13,298	10,000	9,938	10,000	0	20,000	10,000	100.0%
Total Supplies		28,437	24,122	36,700	20,294	36,700	8,122	48,700	12,000	32.7%
OTHER SERVICES AND CHARGES										
101-52-4302-0000	CONSULTING FEES	0	0	0	0	0	0	0	0	N/A
101-52-4303-0000	ENGINEERING FEES	288	0	2,000	0	5,000	0	2,000	(3,000)	-60.0%
101-52-4304-0000	LEGAL FEES	0	0	0	198	0	0	0	0	N/A
101-52-4321-0000	COMMUNICATIONS - VOICE/DATA	2,278	2,696	1,750	2,711	1,750	737	2,000	250	14.3%
101-52-4331-0000	TRAVEL, CONFERENCE & SCHOOL	0	192	500	0	1,200	0	1,200	0	0.0%
101-52-4351-0000	PRINTING AND PUBLISHING	170	0	400	0	400	0	400	0	0.0%
101-52-4380-0000	UTILITY SERVICES	7,248	7,298	9,000	9,332	8,000	4,035	9,000	1,000	12.5%
101-52-4400-0000	CONTRACTUAL SERVICES	24,747	22,095	32,000	26,017	45,000	18,052	35,000	(10,000)	-22.2%
101-52-4401-0000	LAKE MINNETONKA TREATMENT	0	0	5,000	0	5,000	0	0	(5,000)	-100.0%
101-52-4402-0000	CHRISTMAS LAKE AIS INSPECTIONS	5,000	5,000	5,000	5,000	5,000	0	5,000	0	0.0%
101-52-4410-0000	RENTALS	9,733	10,672	5,100	12,329	6,000	980	6,000	0	0.0%
101-52-4433-0000	DUES AND SUBSCRIPTIONS	35	0	400	503	0	269	0	0	N/A
101-52-4440-0000	MISC SERVICES/CONTINGENCY	0	0	0	0	0	67	0	0	N/A
Total Other Services and Charges		49,499	47,953	61,150	56,090	77,350	24,140	60,600	(16,750)	-21.7%
Total Park Maintenance		208,457	214,066	274,040	203,504	348,009	87,321	362,546	14,537	4.2%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
DEPT 53	RECREATION									
PERSONAL SERVICES										
101-53-4101-0000	FULL-TIME REGULAR	35,330	38,947	32,032	42,551	35,635	15,293	49,026	13,391	37.6%
101-53-4102-0000	OVERTIME	0	0	300	0	0	0	0	0	N/A
101-53-4103-0000	PART-TIME	7,644	0	8,000	66	8,000	5,886	14,641	6,641	83.0%
101-53-4121-0000	PERA CONTRIB - CITY SHARE	2,649	2,921	2,425	2,407	2,673	1,525	4,547	1,874	70.1%
101-53-4122-0000	FICA CONTRIB - CITY SHARE	3,254	2,928	3,085	3,284	3,338	1,563	4,638	1,300	38.9%
101-53-4131-0000	EMPLOYEE INSURANCE - CITY	582	398	879	664	6,624	1,578	5,108	(1,516)	-22.9%
101-53-4141-0000	UNEMPLOYMENT COMPENSATION	266	0	0	0	0	0	0	0	N/A
101-53-4151-0000	WORKERS COMPENSATION	1,661	1,989	852	1,864	1,019	503	1,734	715	70.2%
	Total Personal Services	51,386	47,183	47,572	50,836	57,289	26,348	79,694	22,405	39.1%
SUPPLIES										
101-53-4245-0000	GENERAL SUPPLIES	1,075	914	1,000	966	1,000	904	2,500	1,500	150.0%
101-53-4246-0000	PROGRAM SUPPLIES	24	0	1,000	25	1,000	183	1,200	200	20.0%
101-53-4248-0000	OTHER PROGRAMS FEE	3,855	7,928	5,000	5,989	5,000	0	750	(4,250)	-85.0%
	Total Supplies	4,954	8,842	7,000	6,980	7,000	1,087	4,450	(2,550)	-36.4%
OTHER SERVICES AND CHARGES										
101-53-4321-0000	COMMUNICATIONS - VOICE/DATA	0	0	0	0	0	0	0	0	N/A
101-53-4331-0000	TRAVEL, CONFERENCE & SCHOOL	230	0	250	129	250	0	2,900	2,650	1060.0%
101-53-4351-0000	PRINTING AND PUBLISHING	680	1,560	1,500	445	1,500	0	2,500	1,000	66.7%
101-53-4400-0000	CONTRACTUAL SERVICES	120	100	900	0	900	197	8,458	7,558	839.8%
101-53-4433-0000	DUES AND SUBSCRIPTIONS	315	254	350	0	350	1,094	570	220	62.9%
101-53-4437-0000	TAXES/LICENSES	0	0	0	0	0	0	0	0	N/A
101-53-4438-0000	OKTOBERFEST	0	0	2,000	1,480	2,000	0	5,000	3,000	150.0%
101-53-4441-0000	ARCTIC FEVER PROGRAMS	6,436	958	7,100	6,902	7,100	5,715	8,500	1,400	19.7%
101-53-4443-0000	Safety Camp	0	0	0	0	0	0	1,800	1,800	N/A
101-53-4444-0000	Entertainment in the Park	0	0	0	0	0	0	1,500	1,500	N/A
101-53-4449-0000	Adaptive & Inclusion	0	0	0	0	0	0	0	0	N/A
101-53-4488-0000	COVID-19 Expenditures	24	0	0	0	0	0	0	0	N/A
101-53-4450-0000	BANK SERVICE CHARGES	0	0	0	0	0	0	0	0	N/A
	Total Other Services and Charges	7,805	2,872	12,100	8,956	12,100	7,006	31,228	19,128	158.1%
	Total Recreation	64,145	58,897	66,672	66,772	76,389	34,441	115,372	38,983	51.0%
	TOTAL PARKS AND RECREATION	272,602	272,963	340,713	270,276	424,398	121,762	477,918	53,520	12.6%
	TOTAL EXPENDITURES	5,263,487	5,409,502	5,829,798	5,673,979	5,986,995	2,626,519	6,380,291	393,296	6.6%

General Fund

2024 Budget

Expenditures by Line Item

Account Number	Description	Actual 2020	Actual 2021	Budget 2022	Actual 2022	Budget 2023	YTD 05/31/23	Preliminary Budget 2024	Budget Change 2024	Percentage Change 2024
OTHER FINANCING USES										
TRANSFERS OUT										
101-00-4820-0000	SOUTHSHORE CENTER - BUILDING	32,300	32,300	32,300	32,300	32,300	32,300	0	(32,300)	-100.0%
101-11-4820-0000	SOUTHSHORE CENTER - OPERATIONS	70,000	70,000	70,000	70,000	70,000	70,000	105,000	35,000	50.0%
101-19-4820-0000	CITY HALL DEBT SERVICE	95,115	0	0	507,949	0	0	0	0	N/A
101-32-4820-0000	EQUIPMENT REPLACEMENT	95,000	0	0	0	0	0	0	0	N/A
101-32-4820-0000	STREET IMPROVEMENTS	835,000	0	0	0	0	0	0	0	N/A
101-53-4820-0000	PARK IMPROVEMENTS	95,000	0	0	0	0	0	0	0	N/A
101-00-4820-0000	STORM WATER - MANOR PARK POND	0	0	0	0	0	0	0	0	N/A
Total Transfers Out		1,222,415	102,300	102,300	610,249	102,300	102,300	105,000	2,700	2.6%
TOTAL EXPENDITURES AND OTHER FINANCING USES										
		6,485,902	5,511,802	5,932,098	6,284,228	6,089,295	2,728,819	6,485,291	395,996	6.5%

CITY OF SHOREWOOD

RESOLUTION NO. 23-097

**ADOPTING THE PRELIMINARY 2024 GENERAL FUND
OPERATING BUDGET AND PROPERTY TAX LEVY**

WHEREAS, City staff have presented the preliminary 2024 budget and property tax levy at work sessions in August and September 2023; and

WHEREAS, the City Council has reviewed the budget and property tax levy and made modifications to each that reflect desired community service levels; and

WHEREAS, the City Council is required to approve and certify the proposed 2024 preliminary property tax levy to the Hennepin County Auditor by September 30, 2023;

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

1. The 2024 Preliminary General Fund Budget is hereby set at \$6,485,291.
2. \$7,115,274 is to be levied for 2023 ad valorem property taxes, collectible in 2024 upon all taxable property in the City of Shorewood. Individual fund property tax levies are as follows:

General Fund	\$5,743,012
Debt Service Funds:	
2020A G.O. Street Reconstruction Bonds	\$228,492
2021A G.O. Street Reconstruction Bonds	\$310,023
2022A G.O. Street Reconstruction Bonds	\$289,416
2023A G.O. Street Reconstruction Bonds	\$160,331
Capital Project Funds:	
Equipment Replacement	\$128,000
Street Improvements	\$128,000
Park Improvements	<u>\$128,000</u>
	<u>\$7,115,274</u>

3. The Finance Director is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Hennepin County, Minnesota.

ADOPTED by the City Council of the City of Shorewood this 25th day of September 2023.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Website Proposal and Recommendation
Meeting Date: Monday, September 25, 2023
Prepared by: Eric Wilson, Communications Coordinator
Reviewed by: Sandie Thone, HR Director/City Clerk

Website proposal from CivicPlus

Attachments:

Background

In March 2024, the City's website contract with Revize will terminate, which has given the City of Shorewood an opportunity to explore other website providers. In March through August 2023, the Communications Coordinator and other key staff met with various municipal website providers to explore options and obtain proposals. These vendors included Granicus, CivicLive, Revize, and CivicPlus. Priority features taken into consideration included: administrative features, user experience, accessibility compliance, asset management, analytics, responsive design, and development/tech support.

Staff reviewed and received demonstrations and proposals from the following:

Vendor	One-Time Set-Up	Annual Renewal	Contract Terms
Revize (Current): Current Cities: Shorewood, Wanamingo, Kasson	\$7,462	\$4,300	5 Years
CivicLive: New Hope, Crystal	\$26,700	\$4,672	4 Years
Granicus: Chanhassen, Eden Prairie, St. Louis Park, Minnetonka	\$25,800	\$27,697	5 Years
CivicPlus: Blaine, Woodbury, Waconia, Carver	\$30,894	\$8,347	1 Year

After careful consideration, staff is recommending the City of Shorewood to contract with CivicPlus because their modules and functionality meet priority features and enhance residents'

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.*

engagement with City of Shorewood's website. Additional elements offered by CivicPlus to note include ease of use, alert center, calendar, forms, bid postings, registration for activities and classes, agenda center, and facilities management. It is imperative that staff begin the process of implementing the new website now so that there will be no interruption in the service as our current contract expires In March of 2023 and this process typically takes 6 months. If Council approves the proposal, a contract with CivicPlus will be brought back at the October 10, 2023 City Council Meeting for approval.

Financial Considerations

Website expenditures for 2024 are anticipated to be \$15,598.02 in fiscal year 2024 for a contract with CivicPlus. As discussed at the budget workshop, using the Cost Phased Approach (CPA) similar expenditures will occur in 2025 and 2026 as delineated below.

Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 7,950.00	USD 7,648.02	USD 15,598.02
Year Two	USD 8,347.50	USD 7,648.02	USD 15,995.52
Year Three	USD 8,764.88	USD 7,648.02	USD 16,412.89
Year Four	USD 9,203.12	USD 0.00	USD 9,203.12

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

Action Requested

Motion to accept proposal by CivicPlus and authorize staff to begin working to update the City's website. Simple majority vote needed.

**CivicPlus**

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

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

Statement of Work

Q-45642-1

6/28/2023 2:17 PM

8/31/2023

Client:

SHOREWOOD, MINNESOTA

Bill To:

SHOREWOOD, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega	x	hector.ortega@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - CivicEngage Central	Renewable
200.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Up to 4 Hours	One-time
2.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time

List Price - Year 1 Total	USD 34,943.00
Total Investment - Initial Term	USD 30,894.05

Annual Recurring Services - Year 2	USD 8,347.50
Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

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

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

Acceptance

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

Authorized Client Signature

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

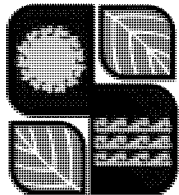
Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

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



City of Shorewood

City Council Meeting Item

Title/Subject: Approve Recruitment for LEO - Utility Lead Position
Meeting Date: September 25, 2023
Prepared by: Matt Morrerim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Sandie Thone, City Clerk/Human Resources Director
Attachments: LEO Utility Lead Position Description

8C MEETING TYPE Regular Meeting
--

Background: Public works has 11 full-time employees that maintain parks, roads and utility infrastructure, including storm sewer, sanitary sewer and water. Currently, four utility operators ensure safe, effective and efficient operation and maintenance of sanitary sewer and water to the public that are consistent with City Council policies, federal, state and metropolitan regulations.

As a result of the City's process of the most recent job study, city leadership noted and observed additional duties that are being routinely performed by utility operators that more align with the Utility Lead position. These additional duties include:

- Attend construction meeting advising and overseeing crew on additional utility work needed.
- Assists and advises the water installation process.
- Assists and advises on gas main replacement process including answering inquiries and locating.
- Performs troubleshooting, maintenance and repairs on the SCADA utility system.
- Serves as a backup for supervising watermain break repairs when field supervisor is unavailable.
- Assists supervisor in assigning daily utility duties.
- Assists public works director and field supervisor in identifying and prioritizing maintenance of infrastructure and facility maintenance.
- Work with consultants and contractors on utility infrastructure maintenance.
- Represent the City and work cooperatively with governmental agencies, including Minnesota Pollution Control Agency, Minnesota Department of Health, and the Metropolitan Council, and neighboring communities.
- Future: Work with public works director and field supervisor in selecting, implementing and maintaining the city's asset management system.

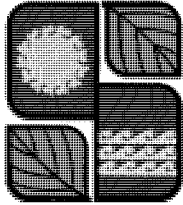
With Council approval, we are proposing to internally recruit and advertise the Utility Lead position as a promotion. Currently, all four utility operators meet the minimum licensure requirements for the Utility Lead position and may apply for the promotional opportunity.

Following the advertisement period, staff plans to review applications, perform interviews, and provide Council with a recommendation for promotion at a subsequent council meeting.

Financial Considerations: The impact of the proposed increase to the 2023 personnel budget for the promotion would be approximately \$1,600 over the remainder of the year and would be covered by Fund 601 – Water Utility and Fund 611 – Sanitary Sewer Utility.

Action Requested: Staff recommends the city council approve internal recruitment for the Utility Lead position.

Motion, second and simple majority vote required.



CITY OF
SHOREWOOD

POSITION DESCRIPTION

POSITION TITLE: Light Equipment Operator – Utility Lead
DEPARTMENT: Public Works
ACCOUNTABLE TO: Director of Public Works/Public Works Supervisor
FSLA STATUS: Non-Exempt

PRIMARY OBJECTIVE

To provide support to the public work's department and serve in the capacity of light equipment operator – utility lead, ensuring effective service to the public consistent with City Council policies, federal, state, and metropolitan regulations.

CITY VALUES & EXPECTATIONS

- Supports and models a positive and productive workplace culture based on the city's core values of respect, integrity, communication, positive attitude, teamwork, and responsiveness.
- Supports organizational development efforts for a high performing organization, employee engagement, workforce development, inclusion, equity, and performance measurement.
- Works cooperatively with others; responds to internal and external customers alike providing exceptional customer service. Develops and maintains respectful and effective working relationships with coworkers and community members; consistently brings a high level of self-awareness and empathy to personal interactions.
- Proactively resolves conflicts based on the greater good of the team, the city, and the community to ensure a respectful and inclusive workplace.
- Embrace the City's Mission, Management Philosophy and Core Values/Attributes by carrying out ones duties with a high degree of professionalism, honesty, and truthfulness.

ESSENTIAL FUNCTIONS OF THE POSITION

This position takes a lead role in the Utilities department of Public Works.

Light Equipment Operator

- Performs skilled, semi-skilled and manual labor in the maintenance of city street.
- Performs skilled, semi-skilled and manual labor in the operation, maintenance and repair of city utilities and related operations, including sanitary sewer, municipal water system, and storm sewer.
- Must be able to work cooperatively with others, even during emergencies and challenging situations, maintain a positive work attitude, and not negatively impact the morale of others.
- Must maintain an attitude of respect and professionalism at all times.
- Operates, maintains and repairs Sanitary Sewer System.
- Troubleshoots and repairs electrical pump panels, and wastewater pumps.
- Performs inspections of sanitary sewer connections, disconnections, and pressure testing of services.
- Maintains wastewater lift stations.
- Operates, maintains and repairs municipal water system.
- Operates, troubleshoots and repairs well control panels, fluoride and chlorine pumps and injection systems.
- Performs inspections for water service connections and disconnections.
- Maintains City fire hydrants for water maintenance and fire suppression.
- Performs required chlorine, fluoride and water testing as required by the Minnesota Department of Health.
- Performs routine maintenance and repair of storm sewers, ditches and culverts.
- Performs drain cleaning manually and utilizing vacuum equipment.
- Performs snow removal from streets, parking lots, ice rinks, trails, and sidewalks.

- Maintains and repairs City streets including blacktopping, and culverts repair.
- Performs confined space entries of sanitary sewer and municipal water systems in a safe manner and in accordance with OSHA safety standards and City policies.
- Maintains accurate records of sanitary sewer and municipal water service ties.
- Attends safety meetings as required and follows necessary safety precautions.
- Attends meetings and training as required.
- Responds for on-call duty and emergency call-outs as required for snow removal and ice control operations, severe rainstorms and other emergency conditions.
- Must be available for on-call duties on a rotating basis and for work on Saturdays, Sundays and holidays.
- Performs other duties as apparent or assigned.

Lead Utility Operator

- Attends street construction meetings advising and overseeing crew on additional work needed such as hydrant replacement and repair.
- Assists and advises the watermain installation process.
- Assists and advises on gas main replacement process including answering inquiries and locating.
- Installs Mission (SCADA) updates, performs repairs on the system, and troubleshoots issues and resolves them.
- Serves as a backup for supervising watermain break repairs when field supervisor is unavailable.
- Serves as a local weed inspector.
- Assists field supervisor in assigning daily utility duties.

EDUCATION and/or EXPERIENCE

High School Diploma or general education degree (GED); and a minimum of five (5) years' experience in a municipal utility; or equivalent combination of education and experience.

OTHER KNOWLEDGE, SKILLS AND ABILITIES

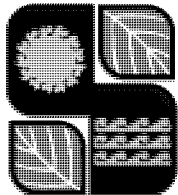
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, maps, and procedure manuals.
- Ability to prepare routine reports and correspondence.
- Ability to maintain records, complete daily logs, forms, and prepare reports.
- Ability to follow written and oral instructions.
- Ability to communicate effectively with City staff, elected officials, contractors and the general public.
- Must be proficient in reading, writing and speaking English.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Knowledge of weights, measures and volumes and the ability to convert between various units.
- Ability to read and decipher as-built utility record drawings.
- Ability to operate light and heavy Department equipment.
- Knowledge of proper use of tools, equipment used in utility maintenance and repair.
- Knowledge of utility maintenance and repair.
- General knowledge of computer operations and software programs.
- Considerable knowledge of standard materials, equipment and safe work practices related to public works operations.
- Working knowledge of utility maintenance and/or construction activities.
- Ability to understand electrical designs, schematics, and drawings.
- Knowledge of OSHA rules and regulations.
- Knowledge of the “Right to Know – Safety Material Data Information”.

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Minnesota Class A Commercial Driver’s License with Tanker Endorsement, or become licensed within 8 months of employment with the City.
- Valid Minnesota Class SC Wastewater License
- Valid Minnesota Class C Water License

In compliance with the American With Disabilities Act the following represents the Physical and Environmental Demands: The position requires an equal amount of time spent standing, walking, and sitting. Lifting, pushing/pulling, or carrying objects weighing up to twenty five (25) pounds is regularly required, fifty (50) pounds is frequently required, and moving over one hundred (100) pounds occasionally required. Climbing, stooping, kneeling, crouching, crawling, twisting, and bending are sometimes required. Repetitive movements of the hands are sometimes required. Audio, visual, and verbal functions are essential functions to performing this position.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions, including inclement weather conditions. The employee is frequently required to work in wet, humid conditions. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.



City of Shorewood

Item
9A.1

City Council Meeting Item

Title/Subject: Communications Update: Newsletter Plan and Content Calendar
Meeting Date: Monday, September 25, 2023
Prepared by: Eric Wilson, Communications Coordinator
Reviewed by: Sandie Thone, City Clerk/HR Director
Attachments: 2024 Shore Report Content Calendar

Background

Due to changes in the 2024 budget, the City of Shorewood's monthly newsletter, the Shore Report will be moving to a bimonthly print schedule. Months will be combined as follows:

- Jan/Feb (printed/mailed last week of Dec 2023)
- Mar/Apr (printed/mailed last week of Feb)
- May/June (printed/mailed last week of April)
- July/Aug (printed/mailed last week of June)
- Sept/Oct (printed mailed last week of Aug)
- Nov/Dec (printed mailed last week of Oct)

If events or important updates need to be communicated in between scheduled mailings, special print pieces could be developed (pending budget amount) and/or public alert may be utilized. In general, content will encourage residents to look for more information on the City website. However, staff intends to develop more substantive content as well, including the series *How Does Government Work* where more details about City functions, processes, and operations are discussed.

Financial Considerations

Final approval of print budget will determine print projects. No financial impacts to consider at this time.

Action Requested

No formal action is requested but Council members are invited to share their content ideas with staff.

2024 SHORE REPORT CALENDAR **DRAFT**

January & February	
Timeline	Content due Dec 6, 2023
	Draft on Dec 12, 2023
	Printer/mail on Dec 18, 2023
	Arrive in homes December 25-29, 2023
Content	Arctic Fever, Snow Rules, Adopt-a-hydrant, Thank you for Winter Donations, Snowplow Safety, Ice Conditions, Elections, Permits, Message from the Mayor, Tree Sale Preview, Commissioner Opening(s), How Does Gov't Work Series, Shore Report is Changing to Bimonthly. <i>Insert:</i> Parks & Rec Winter Guide. <i>Additional Print Ideas:</i> 2024 Recycling Calendar Magnet

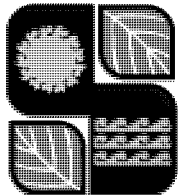
March & April	
Timeline	Content due Feb 7
	Draft on Feb 13
	Printer/mail on Feb 19
	Arrives in homes February 26-March 1
Content	Lucky's Pots of Gold, Tree Sale, Adopt a Storm Drain, Road Weight Restrictions, Water Challenge, Step-to-it, Elections, Message from the Mayor, Seasonal Job Postings, Rental Housing, How Does Gov't Work Series, New Website Announcement, Vantage Program Recap, Volunteer Opportunities <i>Additional Print Ideas:</i> Spring Clean-Up Postcard/Mailer

May & June	
Timeline	Content due April 3
	Draft on April 10
	Printer/mail on April 15
	Arrives in homes April 22-26
Content	Step-to-it, Fire Permit Reminder, Dog Rules, Spring Clean-Up, Construction Projects, Water Restrictions, Zoning Permits, Yard Self-Evaluation, Community Gardens, Adopt-a-garden, Public Works Week, How Does Gov't Work Series, Message from the Mayor. <i>Insert:</i> Parks & Rec Summer Guide

July & August	
Timeline	Content due June 5
	Draft on June 11
	Printer/mail on June 17
	Arrives in homes June 24-28
Content	Summer Road Construction, Elections, Safety Camp, Oktoberfest, Parks and Rec Month, Spring clean-up Numbers, Entertainment in the Park, Water Replacement for Some, How Does Gov't Work Series, Park Commissioner Highlight. <i>Additional Print Ideas:</i> Water Report Postcard

September & October	
Timeline	Content due Aug 7
	Draft on Aug 13
	Print/mail on Aug 19
	Arrives in homes Aug 26-30
Content	Fall Paper Shred Event, Elections, Storing Rec Vehicles and Equipment, Excelsior FD Open House, Budget Process, How Does Gov't Work Series, Cannabis Updates, Planning Commissioner Highlight. <i>Insert:</i> Parks & Rec Fall Guide

November & December	
Timeline	Content due Oct 9
	Draft on Oct 15
	Printer/mail on Oct 21
	Arrives in homes Oct 28-Nov 1
Content	Elections, Winter Drive, Snow Days, Budget Process, Arctic Fever, How Does Gov't Work Series, Staff/Council Member Spotlight



City of Shorewood

City Council Meeting Item

Item
9A.2

Title/Subject: **Communications Update: Website & Social Media Stats Report**

Meeting Date: Monday, September 25, 2023

Prepared by: Eric Wilson, Communications Coordinator

Reviewed by: Sandie Thone, City Clerk/HR Director

Attachments: **Communications Report**

Background: The City of Shorewood Communications Coordinator has prepared a report to highlight the City's efforts in social media, email, and website analytics. We are active across 5 social media platforms, and between January-June have had a reach (or made impressions) totaling 26,026. Between January-September, we have sent 65,656 emails with a 71% open rate and 4% click rate (both numbers above industry averages). In August, we began collecting analytics on our website. So far, we have tracked behaviors of 5,120 users, which has taught us that on average, web visitors spend less than 90 seconds on City of Shorewood's site, and over 50% of these visitors are using mobile devices.

Financial Considerations: N/A

Action Requested: N/A

Communications Report

Social Media

JANUARY-JUNE 2023

E-Mail

JANUARY-SEPTEMBER 2023

Website

AUGUST-SEPTEMBER 2023



City of
Shorewood

Social Media

The City of Shorewood is active across five social media platforms, including Meta (Facebook, Instagram), Nextdoor, Twitter/X, and LinkedIn.

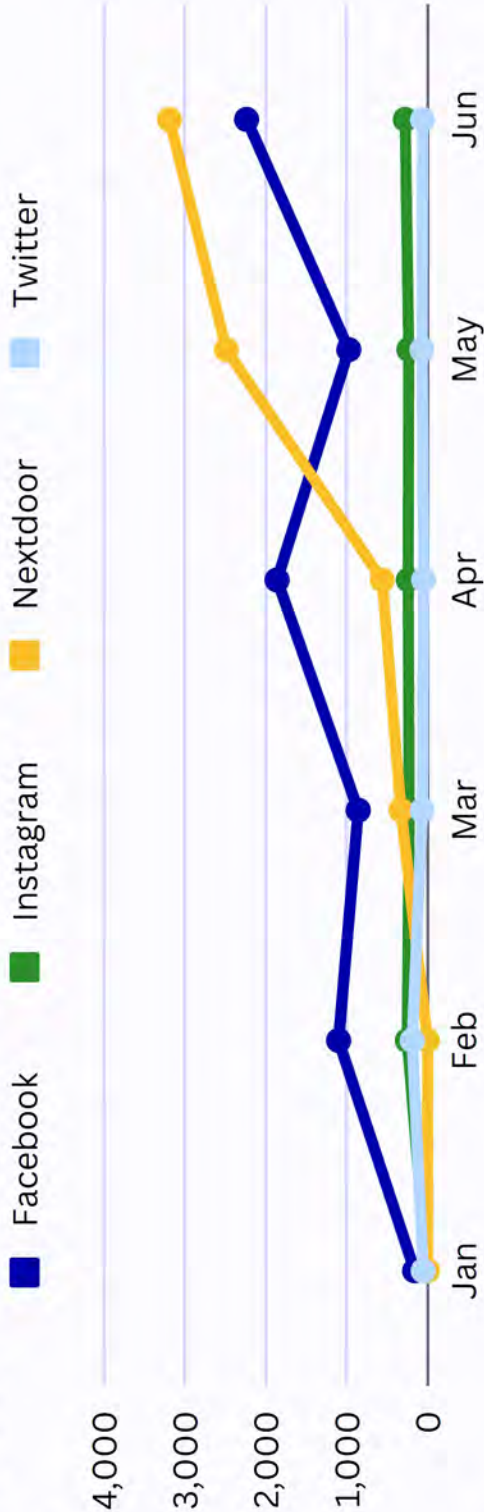
This report includes data tracked across Q1 (January-March 2023) and Q2 (April-June 2023). The City created an official business page on LinkedIn in August 2023, so this data is not included in this report.

Reach vs Impressions

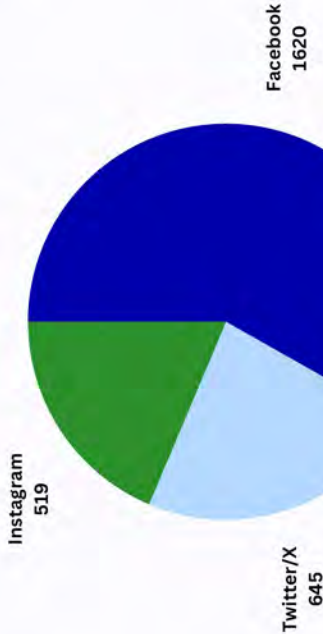
Social platforms use different terms to highlight the number of times content is displayed. Meta uses **reach**, which is the total number of people who see your content; whereas, Nextdoor and Twitter use the term **impressions**, which means the number of times content is displayed. In both cases it does not matter if the content was clicked or not. Engagement and/or reactions reflect the number of times content was clicked.

Please note: Social media platforms track data differently; therefore, statics will vary across platforms.

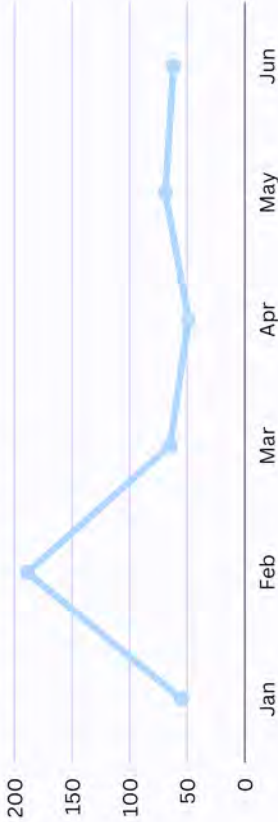
REACH/IMPRESSIONS IN COMPARISON ACROSS PLATFORMS



NUMBER OF FOLLOWERS BY PLATFORM



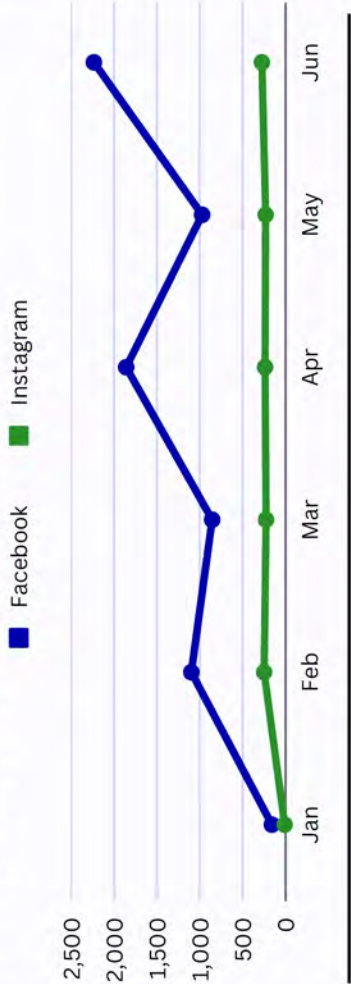
TWITTER: IMPRESSIONS



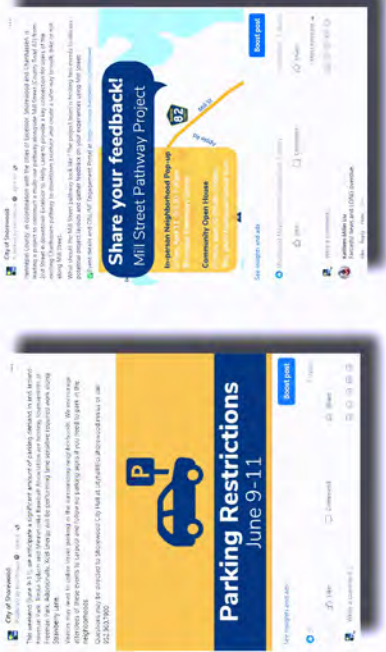
NEXTDOOR: IMPRESSIONS



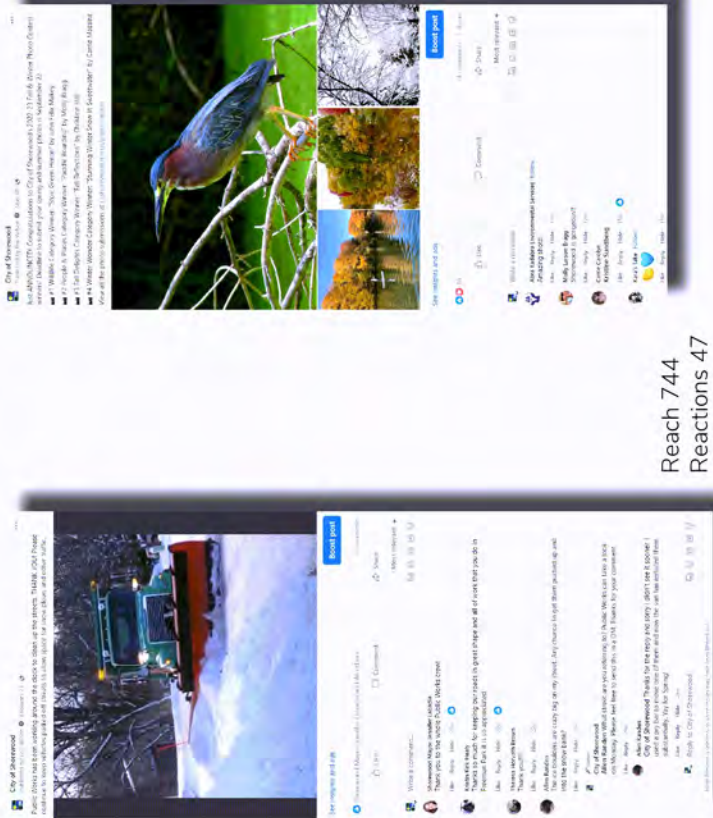
META (FACEBOOK & INSTAGRAM): REACH



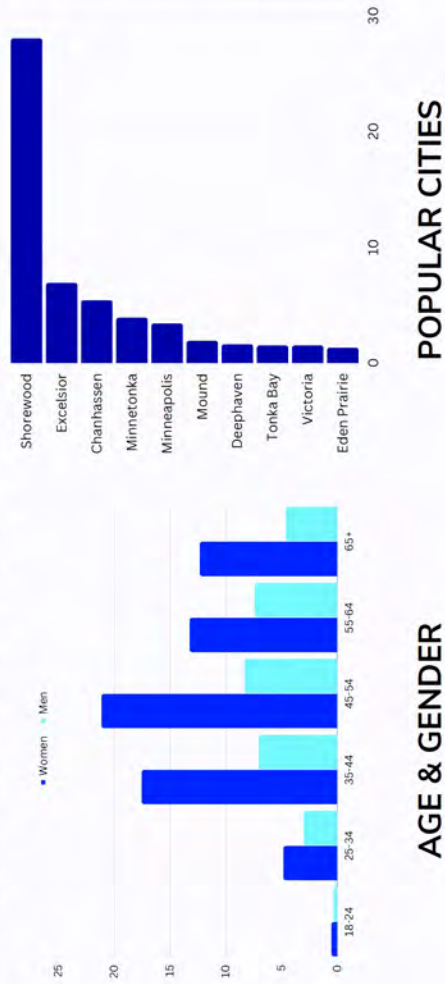
POSTS REACHING OVER 1K USERS



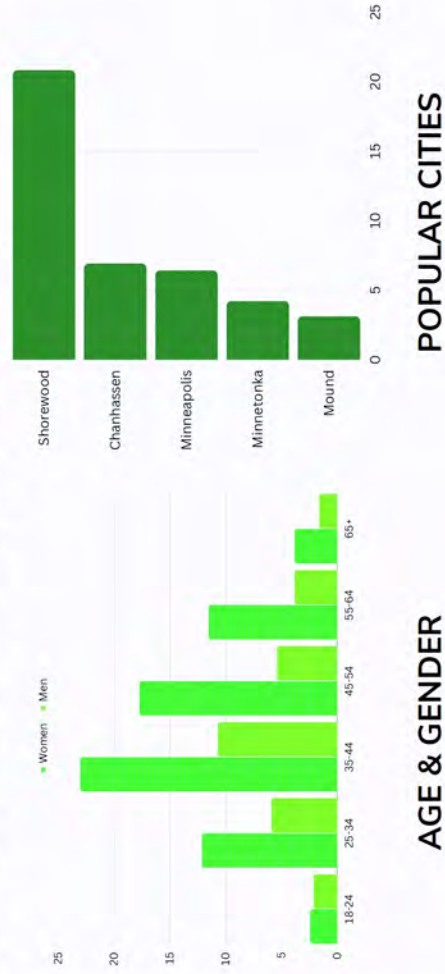
MOST POPULAR Q1 & Q2 POSTS (BY ENGAGEMENT)



FACEBOOK DEMOGRAPHICS (IN PERCENTAGE)



INSTAGRAM DEMOGRAPHICS (IN PERCENTAGE)



E-Mails

Since January 1, 2023, over 65,000 emails have been sent to subscribers on our email lists. The chart (right) demonstrates each email that has been sent along with open and click rates (in percentages). Dotted lines indicate where the industry average is. Overall, Shorewood is above the industry average in both open and click rates.

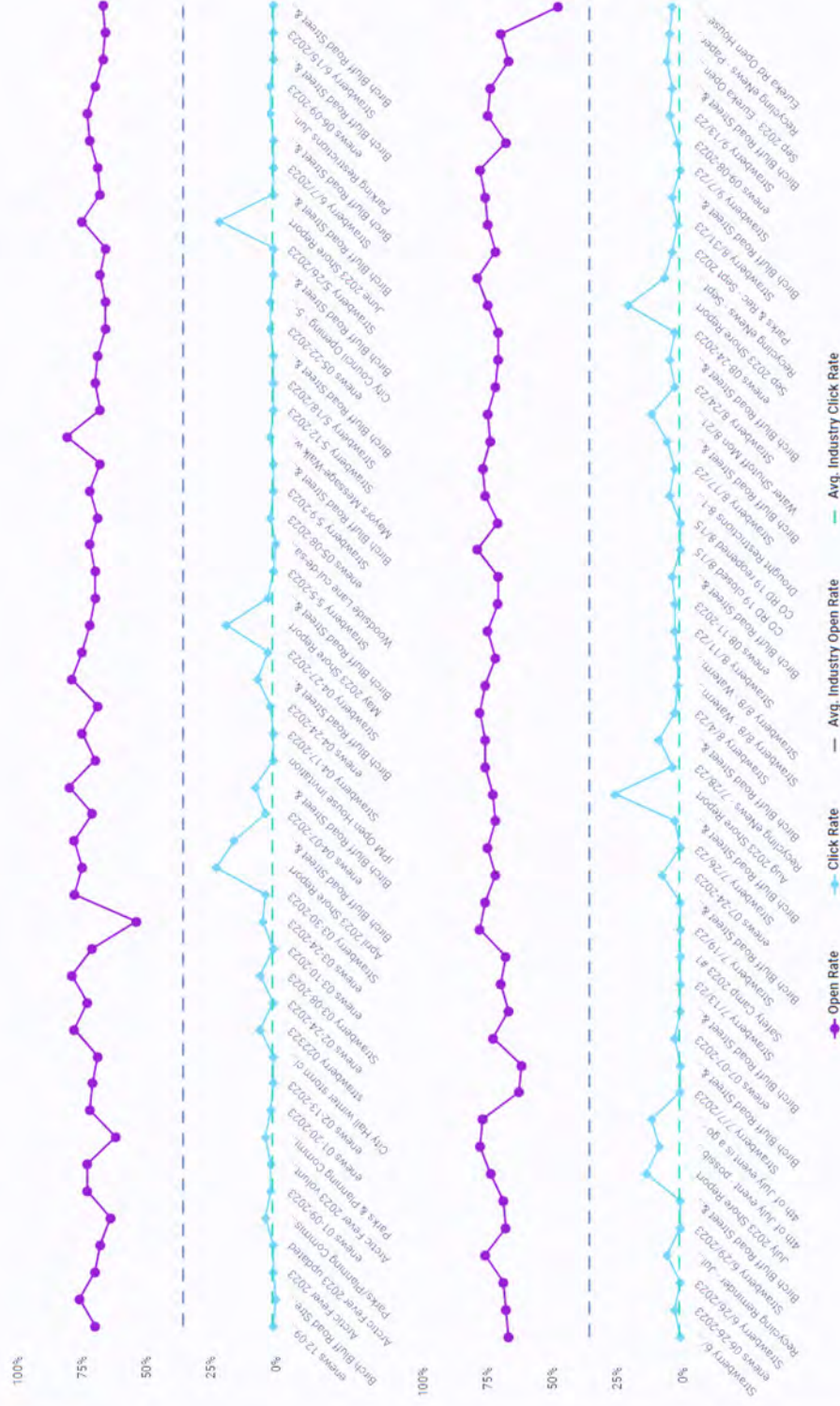
65,656 sends

44,808
opens

71%
open rate
35% above industry average

2,700 clicks

4%
click rate
3% above industry average

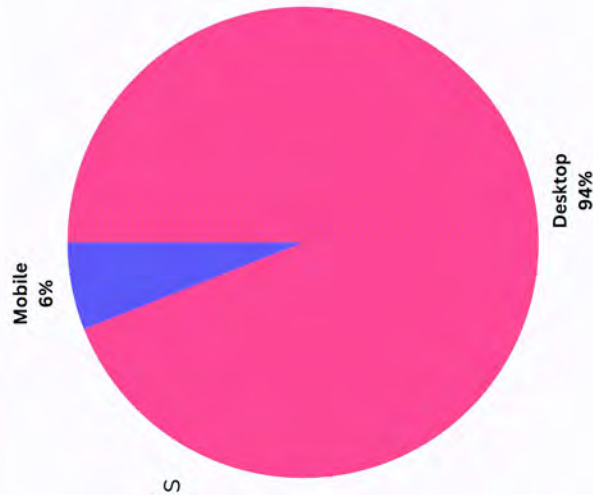


ACTIVE EMAIL LISTS

- | | | | |
|---|---------------------------------------|---|----------------------------|
| • | 2023 Birch Bluff Road | • | Park and Community |
| • | Arctic Fever Winter Festival | • | Center Programs |
| • | Emergency Alerts | • | Recycling News |
| • | Eureka Rd - 2025 | • | Road Construction |
| • | Freeman Park Trail Project | • | General Updates |
| • | General City News and Events | • | Shorewood Oaks Drainage |
| • | Mayor Message | • | Smithtown Pond Project |
| • | Mill Street Pathway Project | • | Southshore Senior Partners |
| • | Monthly Newsletter: The Shore Report | • | Strawberry Lane project |
| • | Ordinance Notification/ Public Notice | • | Volunteer Opportunities |
| | | • | Water Challenge |
| | | • | Zero Waste |

TECH

Almost all email subscribers access and read city e-mails on a computer.



Website

The City of Shorewood began tracking website analytics on August 1, 2023. Google analytics tracks demographics, user behaviors, page views, and details about the technology that web visitors are using to access our website. It will take time before we have complete data.

This report is a summary of data collected August 1-September 19, 2023.

16,812
views

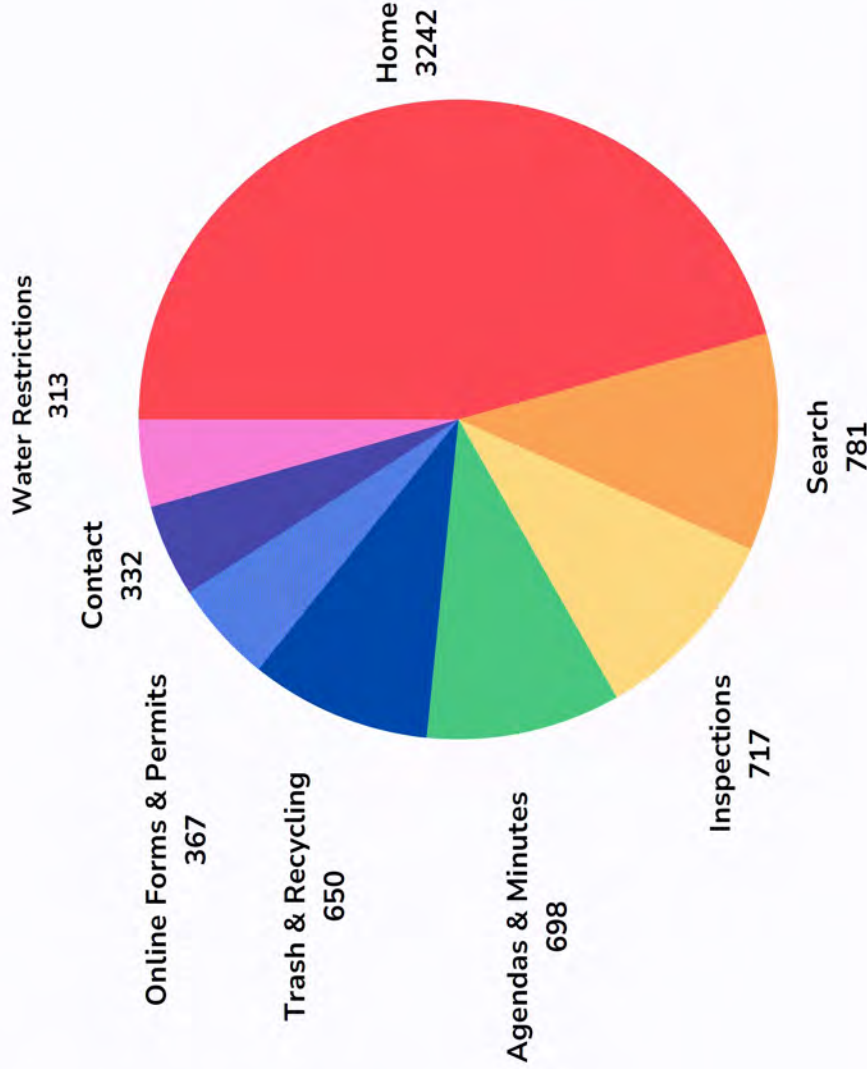
5,120
users

3.28
views per user

1 m 18s
average
engagement time

TOP WEB PAGE VISITS

This chart (right) demonstrates web pages that have 300 or more views. Numbers represent number of total views per page, not necessarily number of users. These pages only represent the top 8 most visited pages on our website. All other webpages have 299 or less visits per page.



TECH (IN PERCENTAGE)

This chart (left) demonstrates number of users by device category. Over half of web visitors access the City's website on a mobile device, which demonstrates the importance of responsive design elements.

