

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 13, 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____
Sanschagrín____
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 Regular Meeting Minutes of October 23, 2023 | Minutes |
| B. Approval of the Verified Claims List | Claims List |
| C. Assign Development Contract for Excelsior Woods | Planning Director Memo
Resolution 23-109 |
| D. Approve Independent Contract with Roots and Wings
Therapeutic Services LLC | Parks/Rec Director Memo |
| E. Approve SCEC Attendant Hires | City Clerk/HR Director Memo |
| F. Approve Memo of Agreement for AFSCME Members | City Administrator Memo |

- G. Utility Operator Pay Issue Public Works Director Memo
Resolution 23-110
- H. Approve Timesaver’s Addendum to Recording Secretary Service Agreement for 2024 City Clerk/HR Director Memo
- I. Approve Food Truck Permit for SCEC Rental Parks/Rec Director Memo
Resolution 23-111
- J. WAC Assessment Report Finance Director Memo
Resolution 23-112
- K. Approve WAC Assessment Agreement 26625 Strawberry Court City Administrator Memo
Resolution 23-113

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

4. REPORTS AND PRESENTATIONS

5. PARKS

- A. Report by Commissioner Hirner on 10-24-23 Park Commission Meeting Minutes
- B. Consider Quote for Buckthorn Removal Contract for Freeman Park Public Works Director Memo
Resolution 23-114

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

- A. No Parking – Enchanted/Shady Islands and Strawberry Lane, Birch Bluff Public Works Director Memo
Resolution 23-115
Resolution 23-116
Resolution 23-117

8. GENERAL/NEW BUSINESS

A. PUBLIC HEARING

Certification of Assessment for Unpaid Charges

Finance Director Memo
Resolution 23-118

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

1. New Website Kickoff Meeting

Project Update

B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 23, 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 7:00 P.M.

A. Pledge of Allegiance

B. Roll Call

Present: Mayor Labadie; Councilmembers Callies, Maddy, Sanschagrín, and Zerby; City Attorney Shepherd; City Attorney Land; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Park and Recreation Director Crossfield; and, City Engineer Budde

Absent: City Administrator Nevinski

C. Review Agenda

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

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of October 10, 2023

B. City Council Regular Meeting Minutes of October 10, 2023

C. Approval of the Verified Claims List

D. Accept Resignation of SCEC Attendant

E. Approve Promotion to Public Works Utility Lead

F. Designate 2024 Polling Place Locations, Adopting RESOLUTION NO. 23-104, "A Resolution Designating 2024 Polling Precinct Locations for the City of Shorewood."

G. Approve Independent Contractor Agreement with Tenicity

H. Approve Release Agreement with Alex and Elena Ugorets

Motion passed.

3. MATTERS FROM THE FLOOR

Barry Brown, 6050 Burlwood Court, noted that he had lived in Shorewood since 1995 and noted that his property backs up to the wooded area in Freeman Park. He stated that he had used the Freeman Park trail almost every single day for the last twenty-nine years and explained that over the last seven years he has conducted various maintenance tasks along the trails and the easement areas including mowing, cutting back buckthorn, blowing leaves, removal of fallen trees, and snow plowing. He stated that he would like to request that Public Works once again take over these responsibilities on a regular basis, like they used to do. He noted that they stopped doing the work about eight years ago. He noted the location of an easement between Burlwood Court and Maple Leaf Circle that leads to the new ponds project. He stated that there have been several conversations with City staff where they were told that this area was supposed to be graded and reseeded this past spring. He explained that he is proposing that the City enforce the original contract agreement or have Public Works complete the project. He stated that once this area is reseeded, he feels that Public Works should take over the maintenance which should include weekly mowing. He stated that because the grading issues remain open, there is standing water in the easement area which has been brought to the attention of the City and noted that placement of the walking trail blocks the water from freely flowing into the storm sewer drain nearby and causes puddling and a place for mosquitos to breed. He reiterated that this was supposed to be corrected by the contractor. He shared a recap of what he felt was a very important community meeting regarding buckthorn and the grant the City has received. He stated that it appears as though the City's preferred approach is to clear cut the buckthorn using forestry mulching equipment and spray some type of poison on the stems to kill the regrowth. He stated that these actions are to take place in November or December of 2023. He stated that the larger buckthorn will be stacked in an open area of Freeman Woods and then burned sometime over the 2024-2025 winter. He stated that there appears to be no maintenance plan beyond the first year to fund the ongoing buckthorn removal. He urged the Council to fully fund these efforts for the next five years in order to maintain the woods. He asked the City to release to the public all proposals for the project at least one week prior to the November 13, 2023 City Council meeting so concerned residents can contact the Council directly in order to provide input before approvals are granted.

Councilmember Zerby asked that Mr. Brown leave a copy of his statement and questions with staff.

Mr. Brown noted that this has been an ongoing situation for the last eighteen months and noted that Planning Director Darling should already have copies of the information.

4. REPORTS AND PRESENTATIONS

A. Chief Tholen, SLMPD – Flock Camera and Approval of Allocation

Detective Protivinsky and Officer Weinmann gave an overview of the proposed Flock Camera System and shared examples of other communities where it was currently being used.

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Councilmember Sanschagrín asked if the primary purpose of the cameras was to just read license plates and collect data on the vehicles.

Detective Protivinsky confirmed that was their primary purpose.

Councilmember Sanschagrín asked where the cameras would be positioned.

Detective Protivinsky outlined the way that Flock plots the community and takes into consideration their solar aspects. He noted that for Shorewood they are thinking of positioning the camera on Smithtown facing County Road 19. He stated that if Excelsior agrees to having a camera, they would like to place in near the elementary school in order to capture Highway 7 traffic as well. He outlined proposed camera locations in Tonka Bay and Greenwood.

Councilmember Zerby asked about the ability to go back thirty days in looking back at data.

Detective Protivinsky outlined the way the nation wide Flock system worked and explained their ability to go back and look for specific vehicles, if needed, without license plate information.

Councilmember Zerby asked about transparency and what the intent was in terms of releasing information to the public. He gave the example of information released by Wayzata about the number of cameras, hot list hits and searches that took place over the last thirty days.

Detective Protivinsky stated that was something that he would have to speak to Chief Tholen about, but noted that he is generally very open and up front about anything the Department is involved in. He stated that the information is readily available from Flock so he would hope that the transparency would be similar to what they have seen with other agencies.

Councilmember Callies noted that Detective Protivinsky had made a comment that anybody could buy this kind of camera and asked if that meant they could log into the cameras and use it for their own purposes.

Detective Protivinsky explained that the general public would not have access to the Department's cameras unless they would agree to share it with them. He stated that they can share with other law enforcement agencies, but does not believe they can share it with a private citizen. He stated that if a neighborhood bought a camera, in theory, the individuals in the neighborhood should be able to share with each other but reiterated that they would not have access to the Department's cameras.

Councilmember Callies asked how the Department would be monitoring these and whether there would be someone stationed looking at the camera feeds or if they would only be looked at when there was some type of alert.

Detective Protivinsky stated that for the patrol officers, there will be an app and they will be able to have it on their computer screen. He explained that if they get an alert, it would automatically be sent to their phone or their computer and then they can pull over and review the footage. He explained that like every other database, they cannot just review the data for fun and need to have a law enforcement purpose first.

Councilmember Maddy stated that it appears as though the camera equipment would be leased so the Department would not be responsible for any maintenance activities. He asked what the

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plan would be for after the initial two year period and if it would be to plan to spend twelve thousand per year in order to keep them in operation.

Detective Protivinsky explained that their goal is to continually get the grant funding. He noted that the only reason that they needed to come back to the cities and ask for additional funding this time around was because there was a slight price increase between the time they received the grant and the present time.

Sanschagrın moved, Maddy seconded, Approving the Installation of the Flock camera in Shorewood and authorize the expenditure of \$800 from the City’s Public Safety Aid allocation.

Motion passed.

5. PARKS

6. PLANNING

A. Report by Commissioner Holker on October 3, 2023 Planning Commission Meeting

Planning Commissioner Holker gave an overview of the discussion and recommendations from the October 3, 2023 meeting.

**B. Conditional Use Permit for over 100 cubic yards
Applicant: JK Landscaping Construction
Location : 4800 Spray Island**

Planning Director Darling reviewed the application for a CUP to import two-hundred and fifty cubic yards of material. She noted that the affected property is on Spray Island and explained that they are proposing to import the material by barge in order to level the lawn area on the actively used portions of the property. She stated that the Planning Commission held a public hearing on this item and recommended approval, subject to the conditions as outlined in the staff report.

Councilmember Sanschagrın asked if any approval from the DNR would also be required.

Planning Director Darling stated that the Minnehaha Creek Watershed District is the permitting authority on behalf of the DNR.

Councilmember Callies stated that she attended the Planning Commission meeting when this item was discussed and her recollection is that this fill material would not change the elevation on the site or the overall grading and was really just to level off the property.

Zerby moved, Sanschagrın seconded, Adopting RESOLUTION NO. 23-106, “A Resolution Approving a Conditional Use Permit to Allow the Import of 250 Cubic Yards of Fill at 4800 Spray Island.”

Motion passed.

C. Comprehensive Plan Amendment and Concept and Development Stage PUD for a Paddle Sports Club

Applicant: Admark, LLC

Location: 24560 Smithtown Road

Planning Director Darling explained that the City was utilizing two consultants who are giving aid to the City due to potential conflicts of interest with the City's typical consultants. She introduced Korine Land serving as a City Attorney, from LeVander Gillen and Miller, and Josh Phillips, serving as City Engineer, with Barr Engineering and noted that he was joining the Council via online video conferencing. She gave an overview of the proposal to re-guide the property from residential to commercial and the concept and development stage PUD for property located at 24560 Smithtown Road. She explained that the applicant is proposing a hybrid use that is essentially a twelve-unit self-storage condominium project where each condo owner would have access to the clubhouse level which has a lounge, kitchen area, and an indoor pickleball court. She stated that each member would purchase a storage unit as a condominium and would use it for personal storage, vehicle storage, or leisure uses. She stated that the plans have the project divided into two buildings with both having self-storage units with the southerly building having units that would each have their own restroom and have a mezzanine level over half the unit and the northerly building would have the clubhouse on the second floor with storage areas on the first floor. She outlined the purpose of a PUD and noted that the applicant was requesting flexibility in most of the applicable setbacks, the height of the structures, impervious surface coverage, parking, hours of operation, and landscaping and screening requirements and reviewed some specifics from the proposed plan. She explained that staff had originally recommended denial of the application because of the over-development of the site and the amount of flexibility requested.

Darling noted that at the October 3, 2023, Planning Commission meeting, they voted 4-1 in favor of the application. She noted that they had discussed the possibility of limiting the height of the buildings, but ultimately did not act on that proposal, but included the remainder of the conditions that staff had proposed. She stated that at the meeting, the Planning Commission had expressed concern that they did not have enough information about this type of project in the area. She explained that staff had not provided extensive research on the other projects in the area because City codes are adequately written to provide protection from the over development of properties and this parcel is smaller than the storage condos that are proposed in other communities. She stated that following the meeting, staff spoke with many of the other planners in nearby communities and spoke with a developer of storage condos and reviewed photos and plans for four different developments. She stated that she found that this type of project is typically located away from residential uses and is generally in commercial areas. She stated that they are always buffered and screened from residential properties with either distance or natural environment features. She reviewed some of the smaller questions that the Planning Commission had asked her to look at more closely, including the driveway visibility.

Darling noted that the applicant had submitted a revised plan that included diagonal parking and stated that her concerns were essentially the same with this proposal as they were with the original proposal. She stated that the Excelsior Fire District reviewed the plans and confirmed that they would not be in support of this layout because it further reduces the width of the required fire lane on the property. She noted that this proposal is up against the 120-day review period deadline which will end on November 4, 2023, so there is not an option to extend it to another meeting. She gave a brief overview of the two options available to the Council to either deny the request or approve the request. She explained votes that would be necessary in order to approve the Comprehensive Plan amendments or rezoning from residential to commercial.

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Councilmember Callies stated that the City had just undergone a major review of the Comprehensive Plan and at that time there were no changes to this site being guided as commercial from medium density residential.

Planning Director Darling stated that was correct and noted that the Planning Commission and the City Council had approved the Plan with this property being residential but increasing the density from low to medium density up to medium density.

Councilmember Callies clarified that at that time it was still considered appropriate for it to remain as residential.

Councilmember Zerby stated that in looking at the City website and the City zoning map it appears to be shown as C-1 and asked if he had the wrong parcel or the wrong map.

Planning Director Darling stated that he was looking at the correct map and explained that the property was not rezoned after the City Council initially changed the land use designation on the property to residential.

Councilmember Zerby asked about when a super majority vote would be needed and noted that this appeared to be a situation where it would be changed from commercial to a CUP.

City Attorney Land clarified that the property has been 'guided' as residential, so once that Comprehensive Plan has been approved by the Met Council, they will have one-hundred eighty days to make their zoning ordinance comply, which would be the next step that would have to be taken.

Councilmember Zerby asked if the Comprehensive Plan had been approved.

City Attorney Land stated that she believed it was scheduled for approval in the near future.

Planning Director Darling stated that it is scheduled for approval on Wednesday.

Councilmember Zerby clarified that as of today it was not approved.

City Attorney Land stated that she would strongly urge the Council to go with their last vote on this parcel which was that they approved a plan guiding it for residential use, which is why it would require a super majority vote in order to re-guide it to commercial.

Councilmember Zerby stated that he was not a lawyer, but the law, to him, is black and white and, at the moment, the Comprehensive Plan was not approved.

Planning Director Darling clarified that the current 2030 Comprehensive Plan does guide this property for low to medium density residential and not commercial.

Councilmember Zerby noted that the map, which is available to the public, has it designated as commercial property.

Planning Director Darling clarified that he was referring to the zoning map and not the Comprehensive Plan map.

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Councilmember Zerby stated that he understands that, but reiterated that the land, today, is zoned as commercial.

City Attorney Land stated that it is guided as residential whether is low to medium density or medium density, so this would still change the zoning classification.

Planning Director Darling stated that she believed what Councilmember Zerby was saying is that because there is commercial zoning on it now, and there is a commercial PUD, this would be considered commercial to commercial zoning.

City Attorney Land confirmed that that part is correct, but the portion that is still in conflict is the Comprehensive Plan. She stated that changing the zoning classification of the Comprehensive Plan still requires a super majority vote.

Councilmember Zerby reiterated his point that the Comprehensive Plan had not yet been approved by the Met Council.

City Attorney Land stated that even if the City went with their old Comprehensive Plan, it was still guided for residential and changing it would require the super majority vote.

Councilmember Zerby noted that he did not believe the old Comprehensive Plan had been approved by the Met Council.

Planning Director Darling stated that the 2030 Comprehensive Plan had been approved by the Met Council.

City Attorney Land explained that they are kind of stuck on the no-man's land of the Comprehensive Plan not being consistent with the zoning ordinance, but reiterated that was guided as residential, and to amend that, a super majority vote would be needed in order to change the zoning classification to a commercial designation.

Councilmember Zerby reiterated that, as of today, it is commercial property because that is what it is zoned as.

City Attorney Land confirmed that it was zoned as commercial but was not guided as commercial.

Councilmember Callies stated that Minnesota Statute requires that the zoning ordinance be brought into conformance with the Comprehensive Plan and that has not been done for this parcel.

Councilmember Zerby stated that if he were a property owner and looked at the City's website to see how it is zoned and what options there would be for using this property, he would have seen that it is zoned as commercial, C-1. He stated that there is no discussion about the gray area of what it may be 'guided' as. He stated that it does not seem logical for a developer to investigate and create plans based on the information that the lot is commercial to then come to the City and be told this parcel is now residential.

Councilmember Callies stated that she thought the property owner had to also consider the Comprehensive Plan.

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Councilmember Zerby stated that he did not believe most people were aware of what a Comprehensive Plan is.

Councilmember Callies noted that she felt that was beside the point because she believes both things go hand in hand but could acknowledge that there was some inconsistency in this case.

Councilmember Zerby reiterated that if he went to the City website it would say this property is zoned as commercial and noted that there was no asterisk that tells anyone to go take a look at the Comprehensive Plan guidance.

Mayor Labadie noted that this applicant had worked with the City on other applications. She asked if the Comprehensive Plan and zoning was discussed with the applicant.

Planning Director Darling stated that it was discussed for both potential projects. She noted that this was the first official application and explained that in 2021 they had submitted a sketch plan for a residential development that was discussed at a work session.

Mayor Labadie noted that even though this is the first official application, the Comprehensive Plan and zoning were discussed with the applicant for both potential projects. She asked City Attorney Land about why she highly recommended that the Council go in one direction versus the other.

City Attorney Land stated that she does a lot of training with Planning Commissions because there are a lot of rules that regular people just do not know. She stated that the guiding document for the City was not intended to be very black and white and is to be guidance with a broad brush. She stated that the zoning map gets much more particular and breaks it down into smaller parts of what is planned, for example single family residential and multi-family residential. She stated that the Comprehensive Plan is just as important as the zoning plan, and both have to be taken into account when they apply every single land use application. She stated that just because the City's zoning ordinance was not made consistent does not make the Comprehensive Plan any less important. She noted that every single applicant has a duty to look at both documents and both are available on the City's website. She stated that one of the last Council decisions on this property was that it should be guided as residential, and the most recent Council decision was that it should be guided for medium density residential. She clarified that was why changing this from residential to commercial, which requires a Comprehensive Plan amendment, should be a super majority vote.

Councilmember Zerby stated that he disagreed with that point because this parcel was not residential. He stated that the meeting that was held when the sketch plan was presented had many residents attend who told the City that they did not want this to be changed and the Council agreed with them. He stated that they had directed the applicant to keep it commercial and find a commercial purpose for it. He reiterated that the property was still zoned commercial today and is not zoned residential at this point.

Mayor Labadie asked City Attorney Land about the votes that would be required for the two alternatives presented by staff.

City Attorney Land stated that for a vote to deny, that would be a simple majority vote. She noted that, if the Council were to vote to approve the request and change the Comprehensive Plan, by

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law, it would require a super majority vote regardless of whether or not it was what the people wanted, because it is guided as residential.

Councilmember Sanschagrín stated that he was trying to understand how many code sections required flexibility and asked if he was correct that it was six.

Planning Director Darling noted that there were a few that she summarized together in her report, but believes it is likely around six in total.

Councilmember Sanschagrín asked if there were specific requests that concerned staff related to safety or well-being.

Planning Director Darling stated that the variances that she felt were most concerning were the limited amount of screening from the residential properties to the west, the height of the buildings, which is compounded by the height of the retaining walls, and the lack of parking on the site.

Councilmember Sanschagrín asked about the impervious surface requests and if staff was concerned about hard cover and the impact on the adjacent properties.

Planning Director Darling stated that the applicant was requesting impervious coverage of seventy percent when the ordinance allows for sixty-six percent. She noted that for this difference, they are proposing a pervious paver which will need annual maintenance. She stated that the applicant is showing quite a bit of stormwater treatment and control on site so she believes they will be able to provide rate and volume control on the site and would be able to provide some treatment. She explained that the limitation on impervious surface was not just controlling stormwater and was also related to bulk control, so they are holding more of the site open for open space, which, in this case, she believed showed another example of over development of the site.

Councilmember Sanschagrín stated that there are a number of suggested conditions included in the report if this were approved and asked how the City would enforce those conditions.

Planning Director Darling stated that there are some that would be relatively easy because the City would not issue a permit until the requirement had been met. She stated that long term, it would require staff going out and investigating complaints or keeping their eye on the development to ensure that they adhered to the conditions of approval.

Mayor Labadie stated that she was concerned and having a hard time getting around the parking issue that cannot be resolved without blocking the fire lane. She stated that she was not sure that this concept was appropriate for this particular parcel, and she felt a big factor was the parking issue. She stated that concept of the man cave and the lounge area would probably be utilized for an event such as Super Bowl Sunday and noted that the American Legion is designated as an overflow parking spot, but they would also have a lot of patrons on that kind of day. She expressed concern about where the guests coming to this building were supposed to park. She stated that she was also concerned that the Fire Department had not given this proposal their blessing.

Councilmember Zerby asked if the Council could hear from the applicant.

Mayor Labadie noted that she would like the Council to finish discussing Planning Director Darling's report before they heard from the applicant. She stated that the public hearing on this

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item already took place at the Planning Commission meeting but knows that there are many people present at the meeting who are very interested in this topic, but she intended to only open discussion up with the applicant. She encouraged them to get their questions or comments to the applicant before he addressed the Council.

Planning Director Darling clarified that the Fire Department signed off on the parallel parking stall plan, but not the diagonal parking plan that had been resubmitted. She stated that the concern she has with parallel parking is that the parking spaces would block pedestrian access out of the doors of the units.

Mayor Labadie asked why a revised parking plan had been submitted if the Fire Department had already signed off on approval for the parallel parking plan.

Planning Director Darling stated that she thinks it was because staff met with the applicant after the Planning Commission meeting, and they discussed the concept of parking. She stated that the applicant was hoping to provide more convenient parking on the site by providing angled parking stalls. She stated that this is just very tight on the site and noted that the Fire Department had stated that if the applicant wanted to provide more parking in front of the buildings, they would need to cut off the landscaped area in order to provide the required fire lane.

Councilmember Sanschagrín asked if the City had heard from the adjacent property owner.

Planning Director Darling explained that the adjacent property owner was at the first Planning Commission meeting. She stated that following that meeting they met with the applicant and did not attend the second Planning Commission meeting.

Councilmember Callies stated that she was in attendance at the Planning Commission meeting, and they had a lot of discussion around events and there is a condition of approval that states that events that exceed the amount of parking on the site would not be permitted. She stated that the problem she sees with that is how it will be monitored.

Mayor Labadie asked the applicant to address the Council.

Mark Kaltsas, 6015 Cathcart Drive and Adam Schultz, 26030 Valley Wood Lane, addressed the Council. Mr. Kaltsas noted that he has a handout that he would like to distribute to the Council in response to the report that was sent out on Friday. He stated that he would also like to give the Council some additional context which the Planning Commission had found helpful. He noted that they came to the Council in 2021 after purchasing the property that had been for sale for about ten years. He stated that they are aware of what the property is guided for in the Comprehensive Plan, but noted that the property today is zoned commercial. He stated that he did not believe the onus for rezoning the property was on them and should be the City's responsibility. He noted that it had been over a decade and the City had not rezoned this property. He stated that they came in with an initial plan for a residential project and the room was packed with residents who were opposed to developing it into a medium density residential development. He stated that, at the time, there was discussion from the Council that they were not sure that the property should be developed as residential either.

Kaltsas explained that following that discussion, they went back to the drawing board and took a look at what this property would allow for and what project they could put in front of the City that would benefit the City and the local residents. He explained that there was a group of local

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residents from the area that have an interest in pickleball and C-1 states that private clubs and lodges are allowed. He explained that they would like to form a private club called the Shorewood Paddle Club and noted that this group also has a common interest in boats. He stated that there is heavy industrial use to the east of this parcel, with an auto repair facility that is very loud and some type of motel or apartment building on the other side. He explained that they had looked at the marketability of putting residential products on this property with the proximity to the other uses and felt that this site could be a nice transition property with what they are proposing to the residential area on the west side of the property. He stated that if this were a multi-family residential development they would need the same drive aisle, the same amount of storm water management, and the same limitations with building setbacks along with a driveway to serve the units and a fire lane. He stated that when they looked at it, they felt that C-1 made sense and had discussions with staff about those standards and tried to put together a site plan that made sense.

Kaltsas noted that it is important to note that this property slopes 22 feet from the street to the park on the north side which makes it challenging to develop. He stated that they tried to step the buildings with the grade rather than just flatten it out and just build one big retaining wall and have a product that fit the site and not one that just a mass building which was why they broke it into two buildings. He explained that one of the things they heard loud and clear with the residents who came out in opposition of the residential project was the amount of traffic that would be generated. He stated that the site is guided for six to eight units per acre by the current Comprehensive Plan. He noted that usage versus a private club would generate a two to one traffic count. He stated that because of traffic in the area, particularly along Smithtown Road, they felt this current proposal was a better solution and that this project would add huge value to the City and this area. He stated six or seven residential units would barely fit on this property when you take into consideration fire lanes, setbacks, and the building.

Kaltsas explained they met with staff last week and were trying to pinpoint the targeted parking number and explained that they have gone back to the parallel parking proposal after they understood the comments from the Fire Department. He noted that he had reached out to Medina, Watertown, Chanhassen, and Independence about their projects and they allow parallel parking in front of their buildings, but do not stripe it. He stated that they are proposing a ten foot wide space in front of the units for parallel parking which still leaves about three feet for people to have to room to walk around the car and open the door and enter the unit. He explained that he had taken a look at recent approvals in the City and referenced a twin home development behind the Tonka Bay project which had a PUD and each of those units is located on a twenty-six foot wide drive lane with no parking on either side and two parking spaces in the driveway and seven additional spaces for eleven units. He stated that the Council made a provision that each unit had to maintain one indoor garage space open for parking and explained that they were proposing the same for this project.

Kaltsas noted that he thinks it is important to note that they have four space garages with the condo units not and not just the two spaces that the twin homes have. He stated that they would include this in their HOA and CIC documents and mandate that each unit maintains one space for their own parking indoors. He stated that these will be heated garage units, so during the colder months, he suspects they will want to park inside. He stated that the City had asked them to provide six spaces for the pickleball, ten spaces for the lounge area, five spaces for the individual units, if they were categorized as storage units, and noted that he would not categorize them as storage units. He explained that they were proposing six spaces, with one being accessible, fourteen spaces for the lounge, and each unit would have their own individual space on top of that, so there would be a total of thirty-two spaces.

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Kaltsas explained he is awaiting additional information from the building inspector because ADA excludes private clubs from their requirements. He noted that he thinks they will plan to maintain their accessible space, but does not believe it is an actual requirement. He stated that regardless, they will have thirty-two or thirty-three spaces which is in excess of the twenty-one spaces that are required. He noted that there has been a lot of discussion about the pickleball and lounge area becoming somewhat of a party facility but it would simply be a place to play pickleball and comfortably hang out. He noted that it would not be a party facility and explained that they would not be serving alcohol. He stated the intent is for this to really be a residential based indoor pickleball court with some seating on one end. He stated that there will be bathrooms and a locker room storage area for the members. He reiterated that it was not intended to be a public facility and noted that the fire lane will have signage so people will know that they cannot park there.

Kaltsas explained there has been a lot of discussion on buffer and landscaping. He explained that with a site that is one-hundred feet wide, they are also concerned about buffering and landscaping. He stated that would like to not be seen and noted that they had pulled back the driveway back from the property line to meet the setback requirement which was not clear in the report. He explained that they are proposing over sixty trees to be planted on the property line. He stated that he is a licensed landscape architect and does planting plans for a living. He stated that he believes they can successfully grow and screen anything with what they are putting in. He explained that they are planning to put in a significant number of six to ten foot evergreen trees as well as a significant row of arbor vitae and some overstory deciduous trees. He noted that they have also agreed to put in an opaque fence along the entire property line. He stated that they have met with the adjacent property owners and they are in support of the project. He noted that the motel property has changed hands recently and he had not yet met with the current property owner. He stated that he also feels it is important to note that there were no negative comments that came forward with this proposed project.

Kaltsas explained they are calling these units 'lifestyle condos' and people would be purchasing them and not rental units. He stated that with a purchase of one of the condo units they will have membership in the club and explained that there is no other access to the membership, so it would be capped at the twelve units. He stated that the build out for each unit would depend on each individual member and explained that they will provide them with a shell that has heated space and they can finish it how they like through the City's process. He stated that the south building meets all applicable setback requirements, but noted that the report had indicated that it did not. He stated that the exceptions they are asking for on this project relate to the north building and explained the reason that they went a little wider was that they were trying to accommodate a pickleball court. He reiterated that he feels this will serve as a great transition for the nearby residential properties. He stated that he looks at this as a 'quasi' commercial development as a transition that will elevate the quality of the area from the motel and car garage usage. He stated that they were excited by the recommendation from the Planning Commission and were also in agreement with their proposed conditions. He explained that their intent was to work with the City to get a project going that makes sense and that everybody would like. He stated that the people that are in the room tonight all live in the area and were here in support of the project.

Mayor Labadie stated that the nearby property has been referred to as a motel and asked if it was that or an apartment building.

Planning Director Darling explained that it was an apartment building.

Mayor Labadie asked that this property be referred to as an apartment building and not a motel.

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Councilmember Maddy stated that he really likes the concept being presented. He noted that it looks fun and vibrant, but not too vibrant for the City. He stated that the problem is that a little over ten years ago the City did a small area plan to try to prevent proposals just like this one with an awkwardly shaped lot that makes it tough to deal with things like drainage and fire lanes. He stated that the idea, at the time, was that the best use would be to combine lots and share some of the burdens of things like stormwater and parking. He asked if Mr. Kaltsas had approached neighboring properties to see about the possibilities to combine them.

Mr. Kaltsas stated that the neighboring property owner wants to stay and the apartment building just changed ownership. He stated that the residents in the building are leaving because they are doubling the rent. He noted that they had approached those owners as well as the auto shop, however, the price was too high. He stated that he thinks it was a noble idea on behalf of the City, but they were just not able to assemble any additional properties for that type of use.

Mr. Schultz explained that when they bought this property from the Legion, they said they knew the City was trying to assemble properties for a project and the only way the Legion would move and sell their property was if someone found a lot the area and built them a building which is unattainable.

Councilmember Callies stated that a lot of what is being discussed is theoretical and noted that she agreed that assembling properties for a project was a good idea, but people cannot be forced to sell nor should someone have to buy something else in order to use their property. She stated that the Council needs to consider the proposal that is in front of them right now. She stated that when residential use was discussed in the past there was not a particular appetite for it, but reiterated that was not what they were being asked to consider. She stated that she thinks this is an interesting concept, but it seemed a bit 'faddish' and noted that it will be hard to determine if people will still be interested in pickleball in ten years. She stated that it essentially would not matter though, because pickleball and storage are allowed uses in commercial zoning.

Planning Director Darling explained that a private club serving food and drink is allowed as a permitted use and a self-storage facility is allowed as a conditional use.

Councilmember Callies stated that what it gets down to is how the use is developed on this site and to her, it seems that it is over developed for the site and seems to require too many modifications to make it work.

Mr. Kaltsas asked if anyone else had considered putting another residential project on this parcel. He stated that they had looked at it extensively and the things that are being brought up as deficits are the same as they would be for a residential project. He stated that he feels they will end up having the same conversations about the massing in order to get to six units which they have to based on Met Council approvals. He stated that in order to develop this site, there will need to be modifications allowed because of its size and the way the City has decided to guide it. He reiterated that was why they looked at this proposal because it seemed like it provided a better break and gave more separation from the adjacent residential property than a residential project would offer. He stated that it was not their proposed usage that was causing an issue with the massing but were because the site is small and the requirements are high. He noted that for the south building which is the most visible, they are proposing to be about twenty-one feet tall and a residential multi-family structure will easily be about thirty-five feet tall. He stated that what they are currently proposing is less intense and less dense than what it would be with the residential

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use that it is guided for. He stated that what they are proposing will not be an eyesore with a massive multi-family unit building on it which he feels will have much less impact on the surrounding properties.

Councilmember Callies stated it is possible for there to be a smaller project, however, the Council does not have additional time to consider those since they are up against the deadline.

Mr. Kaltsas clarified that the reason that he was not in favor of extending the timeline was because they submitted their initial application in December of 2022. He stated that they have tried to work with the City and noted that before they even bought the property, they approached the City to see what they wanted to see in this location. He stated that they have spent a few years trying to go through the process and get to a point where they had a yes, this is the right project and have been spending money to put together the various plans and have tried to listen to staff. He reiterated that they submitted their application in December of 2022 and cannot just continue to delay because they want to do something with the property.

Mr. Schultz explained that they have a lot of carrying costs associated with the property.

Mayor Labadie stated that they understand that, but the Council needs to make a decision that impacts the footprint of the City in that area.

Councilmember Callies stated that she did not want to have the impression that Mr. Kaltsas has been doggedly submitting things and working with the City since December of 2022 when the City has really only had a complete application for a few months. She noted that she wanted it to be clear that they were not leaving the impression that the City has somehow been slow walking this application.

Mr. Kaltsas stated that they were not implying that, but were asking for direction. He stated that they want to know what the City wants on this site and to know the significant points. He reiterated that they intend to put together a project where they can work with the City. Mr. Kaltsas noted that Mayor Labadie had suggested that those in the audience get their questions or input to him since she was only going to allow him, as the applicant, to address the Council. He explained that he received texts from many of them stating that they were in favor of the proposed project and reiterated that there have been no residents in the City opposed to the project.

Mayor Labadie asked about the statement of the five foot setback being met which was not stated in the staff report.

Planning Director Darling stated that the setback for a drive aisle is five feet and they will meet that requirement. She noted that her questions were related to the planting centers that she thought were closer than three feet. She stated that the other concern is within the zoning ordinance, the fifty foot required buffer is supposed to be landscaped and screen fencing can be used in addition but not as a substitute.

Councilmember Zerby stated that he was looking at the Minnesota State Statute 462.357 and referenced 1.H. which talks about Comprehensive Plans in greater Minnesota and asked if that would be applicable to Shorewood.

City Attorney Land clarified that this section refers to 'greater Minnesota' and noted in this section or the next it lays out the timeframe for having to match your zoning ordinances with the

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Comprehensive Plan. She noted that most cities fail to make the documents consistent within the timeframe though.

Councilmember Zerby stated that in reading through this it talks about cities being 'encouraged' to make the zoning changes ahead of the Comprehensive Plan. He stated that the City has not done this despite having had ten years to do it. He noted that the City also had the ability to purchase this land which they also did not do. He stated that from the history of what the City has done, there does not appear to be an interest in rezoning it. He stated that he believes they got feedback from the Met Council that said the City cannot leave things the way they are and needed more density, and were asked to go find a place to put it. He stated that he believes the City was told that they needed to find 'x' number of units and told them to go find it which is where the thirst for higher density housing comes from. He stated that the City has seen high density housing projects and referenced the recently approved Lake Park Villas project that basically has no grass because it is almost all hard cover in order to fit the units on the lot. He stated that getting that type of density on this lot will be very challenging. He referenced that Statute language that says when there is rezoning there is a requirement to notice by mail, ten days before the hearing. He stated that he thinks a vote against this project, would really be a vote in favor of residential use, would not meet that notification requirement. He stated that his argument is still that the City has not rezoned the land yet so it is still commercial and not residential. He stated that this was recommended for approval by the Planning Commission and typically, the Council takes their recommendations very seriously. He stated that the overall statement shared by Commissioner Holker was that this proposal provided a softer buffer between the commercial and residential areas. He stated that he feels it would help define the commercial zone for the Smithtown and County Road 19 intersection. He noted that the public feedback on this proposal has been unanimously in favor of this project and did not appear to have anyone in opposition.

Councilmember Callies stated that she understands what he is saying about the designation of the property being appropriate as commercial, but she believes that is missing the point. She stated that this is the application that is in front of the Council and she feels forcing this particular commercial development on this site is too large, which is why she was not in favor of this particular proposal.

Mayor Labadie stated that she agreed with Councilmember Callies on the point that this is the application in front of the Council. She noted that Councilmember Zerby had implied that a vote against this application was essentially a vote in favor of high density residential, which she disagreed with. She stated that she understands where he was coming from with his comments, but reiterated that this is the application in front of the Council. She stated that she is planning to follow the guidance of City Attorney Land related to whether a majority or super majority vote would be necessary. She noted that the Planning Commission gives the Council an advisory recommendation and noted that however the Council ends up voting on this issue she wants to make sure the Planning Commission understands that this is not a slap against them if they choose to vote against their recommendation.

Councilmember Zerby stated that he understands the argument that this is the application that is in front of the Council, but they have heard the developer say that they are willing to make changes. He stated that often the City has said that they will approve a project with a list of conditions, so while this is the application in front of them, they can say, for example, that they want a smaller footprint, a larger setback, and more parking. He stated that the Council has flexibility and noted that ultimately it is the Council's decision whether to follow the lawyers

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guidance or not because if the wrong decision is made, it is the Council that will take the brunt of that choice and not the attorney.

Councilmember Sanschagrín stated that as he read through the Planning Commission minutes, he found that they wanted more information but were up against a time constraint. He stated that the recommendation for approval from the Planning Commission was more in the vein of a mindset that they felt that, conceptually, it sounded like a great plan, but we would have liked to have more information if they had more time. He stated that he got the impression that the approval was 'tepid' from many of the Commissioners and that staff's position was a strong 'no', which he did not feel should be ignored.

Councilmember Maddy stated that he has been trying his best not to say anything mean about the Met Council and the requirement that they placed upon the City of not being able to build anything less than six units/acre density which has entered the conversation. He asked if, procedurally, the City takes one of the residentially guided properties and turned it into C-1, if there would be repercussions on the Comprehensive Plan amendment that they may run into trouble with further down the road.

Planning Director Darling stated that there would not be all out warfare on the City streets if they do not follow the guidance and approve something with a different land use. She stated that they would have to amend their Comprehensive Plan and noted that they do have enough places in the City where they can still get the required units required by the Met Council, however, it shrinks up the opportunity areas. She noted that there is a possibility that the Met Council could make it uncomfortable for the City and explained that one of their tools is extending out the application and noted that one thing she has heard is that they will have to incorporate all conditions of approval into the final package before they will accept an amendment.

Councilmember Maddy stated that for him, this proposal is too much for a PUD. He stated that he likes the idea, but to be using the PUD tool to scale something up this large on this tough of a lot does not seem like a good use of a PUD. He stated that the Country Club development was a PUD and the City loosened some requirements for the houses, but then got a portion of the property as public space which he felt was a win/win. He stated that he does not see the same type of justification for the use of a PUD in this instance, and reiterated that he liked the project and believed it was a good area for this kind of use. He explained that, as it is proposed, he would have to vote to deny the request.

Mayor Labadie stated that she saw some nodding heads when the point was made that the auto repair shop is a noisy neighbor and the opinion was shared that it will be hard to put any type of residential use in next door. She stated that the apartment buildings in Tonka Bay back up to the Public Works building and every time a snow plow backs up they will hear the 'beep' and those units still filled up. She stated that she was not sure that this proposed use was the best for the community, based on all the things being discussed. She noted that it was difficult when the Comprehensive Plan was rejected by the Met Council on the grounds of lack of density and lack of affordability. She stated that she understands some of the concerns shared would be the same with a residential project but she was concerned about the laundry list of requests and using the PUD method. She stated that the applicant has indicated that they were willing to bend a bit, but noted that she was still uncomfortable about the idea of using a PUD in this instance.

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Councilmember Callies noted that she did not think the Council should say that they would consider a different application and basically redesign the project and reiterated that this was the application that is in front of the Council.

Councilmember Zerby noted that he would like to echo the comment made by the Met Council. He stated that they are an appointed body and not an elected body nor do they have representatives for the City. He stated that they apply the same standards to every City regardless of its characteristics and he takes offense that the City is being driven by the Met Council to make these changes and not listen to the residents. He stated that the residents have spoken out on this property before and they have said that they like what they see with this proposal. He stated that he felt ignoring what the residents are saying and going with what Met Council says would be a mistake.

Mayor Labadie stated that she agreed with everything he just stated, however, the Met Council does have authority over the City, to a certain degree, which cannot be eliminated tonight.

Callies moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-107, “A Resolution Denying a request for a Comprehensive Plan Amendment and PUD Concept and Development Stage PUD for property located at 24560 Smithtown Road.”

Motion passed 4-1 (Zerby opposed)

Mr. Kaltsas asked to address the Council. He stated that he felt he was deserved a chance to speak since he has been working on this for so long and had spent a lot of money on this project.

Mayor Labadie noted that Mr. Kaltsas was not in charge of the meeting but she would allow him a few minutes to address the Council.

Mr. Kaltsas thanked the Council for looking at their proposal but wanted to express his frustration with the process and with where it has ended up. He stated that he bought the property in order to develop it and not simply throw darts at a dart board and try to guess what the five members of the Council may want on the property. He stated that he was disappointed because there were two public hearings on their proposal and there were no negative comments received from the residents of the City regarding this project. He noted that there were also over a dozen people who live in the City who are on the record in support of it. He noted that the Planning Commission recommended approval and he did not understand why the Council decided to just disregard what the residents and the Planning Commission have said about the project. He stated that it appears as though the Council is looking at this from a procedural basis and explained that he had asked the City what would be the best way to approach this and staff had recommended that he look at a PUD. He stated that he felt the standards that the Council said they were asked to make concessions to were cherry picked from the ordinance. He gave the example of the City basically saying, ‘you cannot do it as a C-1, but we are going to apply this C-1 standard’. He stated that in the review process, he feels that this was cherry picked which has been super frustrating as someone who was truly trying to meet the standards. He stated that they were asked for a couple of setback requirement changes and to be able to put two buildings on one property which he did not feel was an excessive amount of exceptions. He stated that this proposal is not for a self-use storage facility so for staff to draw from the self-use storage height requirements was frustrating. He stated that it has also been frustrating for him, as a resident, throughout this entire process. He noted that he spent the money to buy the property, try to develop the property, meet with residents and neighbors, as well as the Planning Commission. He reiterated that everyone has

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said that they liked the project and felt this was a good use and stated that for the Council to go against that for reasons that he did not feel were clearly articulated has been frustrating. He stated that he believes the message he got was that they 'just did not like it', but noted that he had already gotten a lot of pushback on the residential project he brought before the City the last time and now he has to go back and ask the question of what he can use his property for. He stated that he understands that what he brought before the City at that time was a concept/sketch plan but that is the point where they should be able to give him some feedback and comments. He stated that proposal was noticed and they got a ton of public input and the residential proposal was not well liked or well accepted. He stated that he brought a commercial development plan to the City and was also given a simple 'no' answer. He stated that because the entire conversation on his project was started with a statement on how many votes they would need to deny the request, it gave him the impression that the decision was preconceived in opposition to the project. He stated that the impression they and others present tonight have gotten is that they really walked into a meeting where they had been sabotaged by staff. He stated that in addition to the concerns he has shared he was also concerned that he does not have a reasonable use of this property because he has come forward with both a residential and a commercial option that have been rejected. He stated that he understands he does not have a formal denial on his residential proposal, but there was a room full of people, including the Council, that clearly expressed their opposition. He suggested that it feels a bit like the Council was trying to guard that property because they own the property two parcels down and are hoping to assemble something else. He stated that may not be what is happening, but noted that it certainly feels like it from what he has seen from staff and the Council's actions. He stated that he would like be able to have some interaction with the Council to talk through some of these issues and noted that he had reached out a few times but was unable to connect.

Mayor Labadie noted that she did not recall him reaching out.

Mr. Kaltsas stated that he and Mr. Schultz had sent several e-mails and had made several phone calls to all of the Councilmembers. He noted that he had heard back from the Councilmember who is no longer on the Council.

Mayor Labadie stated that the Council's action tonight was not preconceived and she had asked what votes were needed for both alternatives that were presented.

Mr. Kaltsas stated that he went back three years in Council minutes and noted that every time the Planning Commission had made a recommendation for approval, a positive resolution was brought before the Council. He explained that he could not find an instance where both a negative and positive resolution was brought before the Council, especially with the denial resolution being placed in the first position. He stated that bringing both a negative and positive resolution were not standard practice in this industry and, to him, seems odd. He stated that it does not feel good for that to be what was done when the Planning Commission has made a recommendation for approval and reiterated that he did not find any other similar examples in the three years of minutes that he reviewed.

Councilmember Callies stated that some of this is a matter of timing due to the deadline.

Mr. Kaltsas stated that the whole process of the Council being presented with both a positive and negative resolution felt odd and icky and explained that walking into the room tonight also felt odd and icky.

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Mayor Labadie stated that it also felt 'icky' when he made the statement that the City made this decision because they own a parcel nearby. She stated that fact was not in her mindset and explained that the Council makes hard decisions at every meeting and even disagree with each other at every meeting. She stated that she has not felt that anyone on the Council made a decision with any type of beneficial intent to them and she did not appreciate that implication. She stated that she feels the Council has been clear in their comments that this proposal just did not quite feel like the right thing and encouraged him to work with staff and assured him that they did not want him to have a parcel that he could not do anything with.

Councilmember Maddy asked if Mr. Kaltsas had reached out to him.

Mr. Kaltsas stated that he was not yet on the Council when he had reached out.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS

A. Staff

Mayor Labadie asked if City Attorney Land had any additional items for the Council.

City Attorney Land stated that she did not have any additional items and City Attorney Shepherd had not passed along any additional information.

Mayor Labadie explained that she would like to allow City Attorney Land to leave the meeting at this time.

1. 3rd Quarter 2023 General Fund Budget Report

Finance Director Rigdon summarized the report and noted that the City was, overall, in a good situation. He noted that the tax revenues have come up to \$2.7 million, and for licenses and permits are at 108% of budget as of September 30, 2023, and reviewed details from the other areas of revenue. He reviewed expenditures by type and program and noted that they were all pretty much in line with what they had planned.

Councilmember Sanschagrín asked if there were any huge variances that Finance Director Rigdon saw that were not explained by timing differences. He referenced specific examples throughout the report.

Finance Director Rigdon gave an explanation for Councilmember Sanschagrín's examples and noted that things look pretty good overall and should be able to hit their budget. He noted that in past years they had a bit more of a surplus and did not think that would be as large this year.

2. 3rd Quarter 2023 Investment Report

Finance Director Rigdon gave a general overview of the 3rd quarter investment report and stated that the City is solid in the safety, liquidity, and yield categories.

Councilmember Maddy stated that he has noticed Finance Rigdon's technique of keeping as much in the 4M fund as possible appears to be paying off and thanked him for his efforts.

Other Staff Reports

Park and Recreation Director Crossfield stated that the Park Commission will meet tomorrow night where they will be discussing the Shorewood Community and Event Center Fee structures. She noted that they had fifty-three rentals in October and have fifty-seven rentals scheduled for November. She noted that Public Works Director Morreim was not able to attend tonight's meeting but sent her an update and asked her to share it with the Council. She noted that Public Works staff began sweeping today on the west side of town and will work their way eastward and should be completed in about five weeks. Public Works staff are also preparing equipment for winter and will bring more details to the next Council work session.

City Engineer Budde stated that Birch Bluff continues to get buttoned up with restoration. He noted that the concrete work at Strawberry Lane should be finished up tomorrow and paving is slated for later in the week, however there is rain in the forecast, which could delay things. He stated that there are also plans to pave Freeman Park trails later this week if the weather holds. He noted that there are areas peppered around the City for the utility and drainage improvement project and the contractor will be working on that over the next two or three weeks. He stated that the contractor who did the crack filling through the City came back to do some corrective work, including the City Hall parking lot, so that has been wrapped up for the year.

City Clerk/HR Director Thone provided an update on the new website progress and noted that there is a link to the website survey in the Shore Report and online.

Planning Director Darling stated that the first deer hunt was held October 13-16, 2023. She noted that there was a lot of rain so the amount of time they could actually hunt was reduced. She stated that they did harvest seven deer and noted that the next hunt is scheduled for October 27-29, 2023.

B. Mayor and City Council

Councilmember Sanschagrin stated that he had just completed week two of Citizen's Academy which has been a very fun program to go through.

Councilmember Maddy noted that he was also in the Citizen's Academy program and felt he was learning a lot of new information.

Councilmember Callies stated that the lift station project on Radisson Road is ongoing but wanted to note that the contractors have been really great and responsible about cleaning up. She asked about the audit of Laserfiche.

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City Clerk/HR Director Thone stated that they had completed the audit and noted that she had just received the report earlier today. She noted that it will take a few hours to go through the report and garner feedback from CDI and then work on the areas of improvement.

Councilmember Callies asked for a summary of what happened at a future meeting and explained that she was interested in some of the settings.

City Clerk/HR Director Thone stated that she will report back to the Council on the audit results and noted that later this week there will be some additional staff training on Laserfiche and explained that they were really looking to optimize their use of it.

Councilmember Zerby complimented those individuals involved in the virtual meeting on Zoom and noted that tonight, it appeared to have gone flawlessly.

Mayor Labadie stated that she recently attended the Mayor's Alliance to end childhood hunger. She stated that she had attended the Minnetonka School District meeting with the mayors meeting and noted that it was very interesting and the money that trickled down to public schools was not trickled down equally and was done based on other financial factors. She stated that the students in the Minnetonka School District received \$61/student, which was the lowest in the entire State. She stated that some districts received close to \$3,000/student. She stated that most of the Council attended the buckthorn removal session at Freeman Park with about twenty-five residents. She stated that she wanted to extend a sincere thank you to the Council because tonight was a hard meeting where they had to make a hard decision. She explained that she did not appreciate a resident questioning the integrity of the Council. She stated that they appreciate everyone who serves on the Council and that they thoroughly read the packets and take their jobs very seriously. She stated that this is a hard job that she feels they undertake with courtesy to each other and residents.

Councilmember Maddy stated that he believes the Planning Commission also deserves appreciation.

Mayor Labadie agreed and stated that it may feel like a slap in the face when the Council chooses to vote against their recommendation, but it was not. She stated that she also wanted to thank the Commission because they ask a lot of the questions ahead of time and also have a hard job.

10. ADJOURN

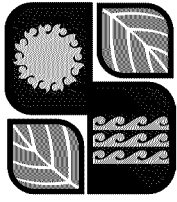
Maddy moved, Sanschagrin seconded, Adjourning the City Council Regular Meeting of October 23, 2023, at 9:49 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Item
2B

Title/Subject: Verified Claims
Meeting Date: November 13, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Background:

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

Claims for Council authorization:

Payroll – 10-24-2023	\$52,665.87
AP-Payroll-10-24-2023	\$63,270.34
Payroll – 11-06-2023	\$50,889.56
AP-Payroll-11-06-2023	\$42,773.05
Bank of Montreal-Sept-Credit Cards	\$25,766.14
AP-11-07-2023	\$80,239.35
AP-11-13-2023	\$1,219,523.30
AP-11-13-2023-2	\$7,784.27

Total Claims: Checks No. 68347-68382 & ACH	\$1,542,911.88
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Financial or Budget Considerations:

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

Action Requested:

Motion to approve the claims list as presented.

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

Clearing House

Distribution Report

User: mnguyen
Printed: 10/24/2023 - 10:38AM
Batch: 00024.10.2023

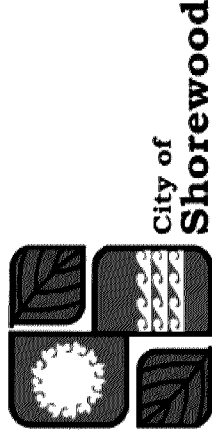


Account Number	Debit	Credit	Account Description
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700-00-2170-0000	52,665.87	0.00	GROSS PAYROLL CLEARING
	<u>52,665.87</u>	<u>52,665.87</u>	
Report Totals:	<u>52,665.87</u>	<u>52,665.87</u>	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 10/24/2023 - 12:32PM
 Batch: 00004.10.2023 - Payroll-10-23-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL				
October-2023	PR Batch 00002.10.2023 Dental - Union - Includ	210.00	10/24/2023	700-00-2185-0000	ACH Enabled: True PR Batch 00002.10.2023 Dental - Union
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Vendor: 5	EFTPS - FEDERAL W/H				
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PR-10-23-2023	PR Batch 00002.10.2023 FICA Employee Portio	4,900.57	10/24/2023	700-00-2174-0000	PR Batch 00002.10.2023 FICA Employee
PR-10-23-2023	PR Batch 00002.10.2023 FICA Employer Portio	4,900.57	10/24/2023	700-00-2174-0000	PR Batch 00002.10.2023 FICA Employer I
PR-10-23-2023	PR Batch 00002.10.2023 Medicare Employee Pc	1,146.11	10/24/2023	700-00-2174-0000	PR Batch 00002.10.2023 Medicare Emplo;
PR-10-23-2023	PR Batch 00002.10.2023 Medicare Employer Po	1,146.11	10/24/2023	700-00-2174-0000	PR Batch 00002.10.2023 Medicare Emplo;
	Check Total:	19,710.96			
Vendor: 6	HEALTH PARTNERS-MEDICAL				
October-2023	PR Batch 00002.10.2023 Health Insurance-HSA	7,612.85	10/24/2023	700-00-2171-0000	ACH Enabled: True PR Batch 00002.10.2023 Health Insurance
October-2023	PR Batch 00001.10.2023 Health Insurance-HSA	7,000.00	10/09/2023	700-00-2171-0000	PR Batch 00001.10.2023 Health Insurance
October-2023	PR Batch 00002.10.2023 Health Ins - CoPay-2	3,488.35	10/24/2023	700-00-2171-0000	PR Batch 00002.10.2023 Health Ins - CoP;
October-2023	PR Batch 00001.10.2023 Health Ins - CoPay-1	3,150.00	10/09/2023	700-00-2171-0000	PR Batch 00001.10.2023 Health Ins - CoP;
October-2023	PR Batch 00001.10.2023 Health Insurance-HSA	1,088.73	10/09/2023	700-00-2171-0000	PR Batch 00001.10.2023 Health Ins - CoP;
	Check Total:	22,339.93			
Vendor: 1166	HEALTHPARTNER-DENTAL				
October-2023	PR Batch 00002.10.2023 Dental - Non Union-In	1,516.16	10/24/2023	700-00-2184-0000	ACH Enabled: True PR Batch 00002.10.2023 Dental - Non Uni
	Check Total:	1,516.16			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				
PR-10-23-2023	PR Batch 00002.10.2023 Deferred-MissionsSq-FI	1,578.84	10/24/2023	700-00-2176-0000	ACH Enabled: True PR Batch 00002.10.2023 Deferred-Missior
PR-10-23-2023	PR Batch 00002.10.2023 Deferred-MissionsSq-Pr	91.99	10/24/2023	700-00-2176-0000	PR Batch 00002.10.2023 Deferred-Missior
	Check Total:	1,670.83			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 11 PR-10-23-2023	MINNESOTA DEPARTMENT OF REVENUE PR Batch 00002.10.2023 State Income Tax	3,338.22	10/24/2023	Check Sequence: 6 700-00-2173-0000	ACH Enabled: True PR Batch 00002.10.2023 State Income Tax
	Check Total:	3,338.22			
Vendor: 1091 PR-10-23-2023	MSRS-MN DEFERRED COMP PLAN 457 PR Batch 00002.10.2023 Deferred Comp-MSRS	2,579.00	10/24/2023	Check Sequence: 7 700-00-2176-0000	ACH Enabled: True PR Batch 00002.10.2023 Deferred Comp-1
	Check Total:	2,579.00			
Vendor: 665 PR-10-23-2023	OPTUM BANK PR Batch 00002.10.2023 HSA-OPTUM BANK	871.15	10/24/2023	Check Sequence: 8 700-00-2183-0000	ACH Enabled: True PR Batch 00002.10.2023 HSA-OPTUM B.
	Check Total:	871.15			
Vendor: 9 PR-10-23-2023 PR-10-23-2023	PERA PR Batch 00002.10.2023 MN-PERA Deduction PR Batch 00002.10.2023 MN PERA Benefit Em	5,122.97 5,911.12	10/24/2023 10/24/2023	Check Sequence: 9 700-00-2175-0000 700-00-2175-0000	ACH Enabled: True PR Batch 00002.10.2023 MN-PERA Dedu PR Batch 00002.10.2023 MN PERA Benef
	Check Total:	11,034.09			
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Clearing House

Distribution Report

User: mnguyen
Printed: 11/06/2023 - 1:23PM
Batch: 00006.11.2023

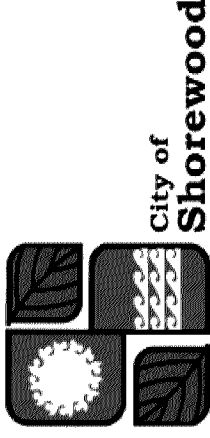


Account Number	Debit	Credit	Account Description
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700-00-2170-0000	50,889.56	0.00	GROSS PAYROLL CLEARING
	<u>50,889.56</u>	<u>50,889.56</u>	
Report Totals:	<u>50,889.56</u>	<u>50,889.56</u>	

Accounts Payable

Computer Check Proof List by Vendor

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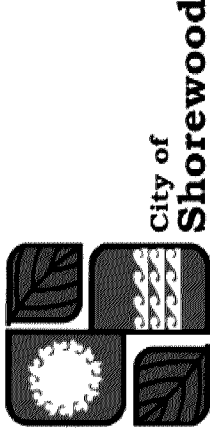
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Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				
November-2023	PR Batch 00001.11.2023 Union Dues & Tim Ko:	382.62	11/06/2023	700-00-2182-0000	ACH Enabled: True PR Batch 00001.11.2023 Union Dues
	Check Total:	382.62			
Vendor: 5	EFTPS - FEDERAL W/H				
PR-11-06-2023	PR Batch 00001.11.2023 Federal Income Tax	7,652.80	11/06/2023	700-00-2172-0000	ACH Enabled: True PR Batch 00001.11.2023 Federal Income T
PR-11-06-2023	PR Batch 00001.11.2023 FICA Employee Portio	4,827.44	11/06/2023	700-00-2174-0000	PR Batch 00001.11.2023 FICA Employee I
PR-11-06-2023	PR Batch 00001.11.2023 FICA Employer Portio	4,827.44	11/06/2023	700-00-2174-0000	PR Batch 00001.11.2023 FICA Employer I
PR-11-06-2023	PR Batch 00001.11.2023 Medicare Employee Pc	1,128.99	11/06/2023	700-00-2174-0000	PR Batch 00001.11.2023 Medicare Emplo;
PR-11-06-2023	PR Batch 00001.11.2023 Medicare Employer Po	1,128.99	11/06/2023	700-00-2174-0000	PR Batch 00001.11.2023 Medicare Emplo;
	Check Total:	19,565.66			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY				
November-2023	PR Batch 00001.11.2023 Vision-Avesis & Tim K	220.56	11/06/2023	700-00-2186-0000	ACH Enabled: True PR Batch 00001.11.2023 Vision-Avesis
	Check Total:	220.56			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				
PR-11-06-2023	PR Batch 00001.11.2023 Deferred-MissionSq-Fl	1,578.84	11/06/2023	700-00-2176-0000	ACH Enabled: True PR Batch 00001.11.2023 Deferred-Missior
PR-11-06-2023	PR Batch 00001.11.2023 Deferred-MissionSq-Pt	91.99	11/06/2023	700-00-2176-0000	PR Batch 00001.11.2023 Deferred-Missior
	Check Total:	1,670.83			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY				
November-2023	PR Batch 00001.11.2023 Long Term Disability	761.83	11/06/2023	700-00-2181-0000	ACH Enabled: True PR Batch 00001.11.2023 Long Term Disat
November-2023	PR Batch 00001.11.2023 Short Term Disability	846.54	11/06/2023	700-00-2181-0000	PR Batch 00001.11.2023 Short Term Disat
November-2023-K	November- Tim Kosek	67.94	11/06/2023	700-00-2181-0000	PR Batch 00001.11.2023 Short Term Disat
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Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE				
PR-11-06-2023	PR Batch 00001.11.2023 State Income Tax	3,379.69	11/06/2023	700-00-2173-0000	ACH Enabled: True PR Batch 00001.11.2023 State Income Tax

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,379.69			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7	ACH Enabled: True
November-2023	PR Batch 00001.11.2023 Life Insurance	972.82	11/06/2023	700-00-2180-0000	PR Batch 00001.11.2023 Life Insurance
November-2023-K	November-Tim Kosek	16.35	11/06/2023	700-00-2180-0000	PR Batch 00001.11.2023 Life Insurance
	Check Total:	989.17			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-11-06-2023	PR Batch 00001.11.2023 Deferred Comp-MSRS	2,579.00	11/06/2023	700-00-2176-0000	PR Batch 00001.11.2023 Deferred Comp-1
	Check Total:	2,579.00			
Vendor: 10	NCPEERS GROUP LIFE INSURANCE			Check Sequence: 9	ACH Enabled: True
November-2023	PR Batch 00001.11.2023 PERA Life	192.00	11/06/2023	700-00-2180-0000	PR Batch 00001.11.2023 PERA Life
November-2023-K	November-Tim Kosek	16.00	11/06/2023	700-00-2180-0000	PR Batch 00001.11.2023 PERA Life
	Check Total:	208.00			
Vendor: 665	OPTUM BANK			Check Sequence: 10	ACH Enabled: True
PR-11-06-2023	PR Batch 00001.11.2023 HSA-OPTUM BANK	871.15	11/06/2023	700-00-2183-0000	PR Batch 00001.11.2023 HSA-OPTUM B.
	Check Total:	871.15			
Vendor: 9	PERA			Check Sequence: 11	ACH Enabled: True
PR-11-06-2023	PR Batch 00001.11.2023 MN-PERA Deduction	5,213.96	11/06/2023	700-00-2175-0000	PR Batch 00001.11.2023 MN-PERA Dedu
PR-11-06-2023	PR Batch 00001.11.2023 MN PERA Benefit Em	6,016.10	11/06/2023	700-00-2175-0000	PR Batch 00001.11.2023 MN PERA Benef
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Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/07/2023 - 11:39AM
 Batch: 00005.10.2023 - BOM - Sept



Invoice No **Description** **Amount** **Payment Date** **Acct Number** **Reference**

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
Sept-2023-AndyE	Fuels	52.75	10/01/2023	101-32-4212-0000	
Sept-2023-Bruce	Fuels	432.64	10/01/2023	101-32-4212-0000	
Sept-2023-ChriH	Fuels	81.29	10/01/2023	101-32-4212-0000	
Sept-2023-ChriH	Amazon-Drain Cleaning Hose	68.95	10/01/2023	101-32-4245-0000	
Sept-2023-ChriH	Amazon-Plugs for Softball Fields	102.40	10/01/2023	101-52-4245-0000	
Sept-2023-ChriH	MN Recreation & Park-Training MTCE	89.00	10/01/2023	101-52-4331-0000	
Sept-2023-ChriH	Shorewood True-Silcock Handle	7.58	10/01/2023	201-00-4245-0000	
Sept-2023-ChriH	Shorewood True-Wasp Spray & Hose	40.97	10/01/2023	101-19-4245-0000	
Sept-2023-ChriH	SiteOne-Lumber & Straw Blanket	118.49	10/01/2023	101-32-4245-0000	
Sept-2023-ChriH	Cub Foods- Water	47.12	10/01/2023	101-32-4245-0000	
Sept-2023-ChriP	Fuels	696.51	10/01/2023	101-32-4212-0000	
Sept-2023-ChriP	MN Minnetrista - Waste Disposal	300.00	10/01/2023	101-32-4400-0000	
Sept-2023-ChriP	Shorewood True-Zip Ties	10.99	10/01/2023	101-52-4245-0000	
Sept-2023-CityCard	Culligan Bottled Water - C.H.	33.00	10/01/2023	101-19-4245-0000	
Sept-2023-CityCard	Republic Services-Residents Recycling Svcs	10,925.20	10/01/2023	621-00-4400-0000	
Sept-2023-CityCard	Curbside Waste-Public Works	563.09	10/01/2023	101-32-4400-0000	
Sept-2023-CityCard	Chanhassen-18505-001	1,649.85	10/01/2023	601-00-4263-0000	
Sept-2023-CityCard	Curbside Waste-SSCC	132.97	10/01/2023	201-00-4400-0000	
Sept-2023-CityCard	Chanhassen-18505-000	9.73	10/01/2023	601-00-4263-0000	
Sept-2023-CityCard	Mangold Horticulture-SCEC	276.00	10/01/2023	201-00-4400-0000	
Sept-2023-CityCard	Mangold Horticulture-City Hall	362.00	10/01/2023	101-19-4400-0000	
Sept-2023-CityCard	PBI Lease-Postage Lease	195.00	10/01/2023	101-19-4410-0000	
Sept-2023-CityCard	Republic Services-Organic Recycling	320.00	10/01/2023	621-00-4400-0026	
Sept-2023-CityCard	AT&T - Wade's Ipad	23.49	10/01/2023	101-24-4321-0000	
Sept-2023-CityCard	Enig Constantcontact - Website	1,462.17	10/01/2023	101-13-4433-0000	
Sept-2023-EricW	Amazon-Recycling Committee	61.56	10/01/2023	621-00-4245-0000	
Sept-2023-EricW	Amazon-Table & Office Supplies	54.85	10/01/2023	101-32-4200-0000	
Sept-2023-EricW	Caribou	18.48	10/01/2023	101-13-4245-0000	
Sept-2023-EricW	Shorewood True-Paint Supplies for Office	227.52	10/01/2023	101-13-4245-0000	
Sept-2023-EricW	Trader Joe-Supplies for Falls Shred Event	23.77	10/01/2023	101-13-4245-0000	
Sept-2023-Janel	Walmart-Canopy Bags	111.78	10/01/2023	101-53-4438-0000	
Sept-2023-Janel	Amazon-Coat Rack	123.56	10/01/2023	201-00-4245-0000	

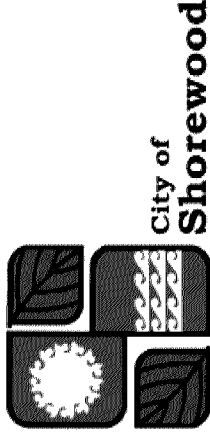
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Sept-2023-Janel	Hertz Furniture-Coat Rack	404.86	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Tide Dry Cleaners-Laudry	418.10	10/01/2023	201-00-4400-0000	
Sept-2023-Janel	Amazon	38.67	10/01/2023	101-53-4438-0000	
Sept-2023-Janel	The Home Depot	83.62	10/01/2023	101-53-4438-0000	
Sept-2023-Janel	Amazon	45.99	10/01/2023	101-53-4438-0000	
Sept-2023-Janel	Cub Foods	11.18	10/01/2023	101-53-4438-0000	
Sept-2023-Janel	Amazon-Table Cloths	83.98	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon-Trash	39.76	10/01/2023	101-53-4245-0000	
Sept-2023-Janel	Amazon-Supplies	104.59	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Aed Store-Football AED Box	200.52	10/01/2023	101-53-4245-0000	
Sept-2023-Janel	Amazon	-35.99	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon	43.46	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon	65.34	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon	161.60	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon	28.99	10/01/2023	201-00-4245-0000	
Sept-2023-Janel	Amazon	62.77	10/01/2023	201-00-4245-0000	
Sept-2023-Jason	OfficeMax-Supplies	98.53	10/01/2023	101-18-4200-0000	
Sept-2023-Jerem	Carquest	20.03	10/01/2023	101-32-4245-0000	
Sept-2023-Jerem	Carquest	60.56	10/01/2023	101-52-4221-0000	
Sept-2023-Jerem	Carquest	5.98	10/01/2023	101-32-4221-0000	
Sept-2023-Jerem	Carquest-Battery-Utility Truck	340.55	10/01/2023	601-00-4221-0000	
Sept-2023-Jerem	Fuels	225.77	10/01/2023	101-32-4212-0000	
Sept-2023-Jerem	Nte 5406- Tools & Trailer Box	43.48	10/01/2023	601-00-4240-0000	
Sept-2023-MarcN	Amazon-USB	38.68	10/01/2023	101-13-4245-0000	
Sept-2023-Marie	Amazon-Laptop Stand	26.42	10/01/2023	101-18-4200-0000	
Sept-2023-MattM	Plunketts Pest Control	96.77	10/01/2023	101-32-4400-0000	
Sept-2023-MattM	Amazon-Eye Wash Cover	9.95	10/01/2023	101-32-4245-0000	
Sept-2023-MattM	Amazon-Surge Protectors	36.42	10/01/2023	101-32-4245-0000	
Sept-2023-MattM	Amazon-Bulbs	26.89	10/01/2023	601-00-4245-0000	
Sept-2023-MattM	In Enabling - Communication	17.00	10/01/2023	601-00-4321-0000	
Sept-2023-MattM	Sam's Club	238.80	10/01/2023	101-52-4245-0000	
Sept-2023-MattV	Fuels	270.42	10/01/2023	101-32-4212-0000	
Sept-2023-Nelia	Caribou-Employee Wellness Event	38.69	10/01/2023	101-13-4245-0000	
Sept-2023-Nelia	Cub Foods-Employee Wellness Event	8.20	10/01/2023	101-13-4245-0000	
Sept-2023-Nelia	Walmart	5.77	10/01/2023	101-13-4200-0000	
Sept-2023-Nelia	Sam's Club	329.70	10/01/2023	101-19-4245-0000	
Sept-2023-Nelia	JP Cooke - 2024 Dog Tags	91.65	10/01/2023	101-13-4245-0000	
Sept-2023-Nelia	Amazon-Office Supplies	53.38	10/01/2023	101-13-4200-0000	
Sept-2023-Nelia	ODP Bus Sol-Office Supplies	231.92	10/01/2023	101-13-4200-0000	
Sept-2023-Rober	Fuels	120.35	10/01/2023	101-32-4212-0000	
Sept-2023-Ryan	Fuels	533.23	10/01/2023	101-32-4212-0000	
Sept-2023-Ryan	Rubber Boots	93.98	10/01/2023	101-32-4245-0000	
Sept-2023-Ryan	Shorewood True	2.58	10/01/2023	101-52-4245-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Sept-2023-Ryan	Shorewood True	12.99	10/01/2023	101-52-4245-0000	
Sept-2023-Ryan	Shorewood True	39.98	10/01/2023	101-52-4245-0000	
Sept-2023-Sandi	Dollar Tree-Employee Wellness Event	36.15	10/01/2023	101-13-4245-0000	
Sept-2023-Sandi	Jerrys Woodbuery-Employee Wellness Event	57.67	10/01/2023	101-13-4245-0000	
Sept-2023-Sandi	Joey Novas-Employee Wellness Event	93.01	10/01/2023	101-13-4245-0000	
Sept-2023-TimK	Fuels	343.16	10/01/2023	101-32-4212-0000	
Sept-2023-TimK	Shorewood True-Wells	282.98	10/01/2023	601-00-4221-0000	
Sept-2023-TimK	Shorewood True-Wells	9.99	10/01/2023	601-00-4245-0000	
Sept-2023-ToddR	MN Minnetrista - Waste Disposal	160.00	10/01/2023	101-32-4250-0000	
Sept-2023-WadeW	Wade's Fuel	105.25	10/01/2023	101-24-4212-0000	
Sept-2023-WadeW	Cub Foods	35.31	10/01/2023	101-24-4245-0000	
Sept-2023-WadeW	Bluebeam	161.40	10/01/2023	101-24-4433-0000	
	Check Total:	24,783.54			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
75952932	City of Shwd- Badger Well	65.81	10/01/2023	601-00-4395-0000	
75952932	Public Works	127.33	10/01/2023	101-32-4321-0000	
75952932	City Hall	205.90	10/01/2023	101-19-4321-0000	
75952932	Badger-Manor-Cathcart Parks	387.57	10/01/2023	101-52-4321-0000	
75952932	City of Shwd- West Tower	195.99	10/01/2023	601-00-4321-0000	
	Check Total:	982.60			
	Total for Check Run:	25,766.14			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/07/2023 - 2:14PM
 Batch: 00002.11.2023 - AP-11-07-2023

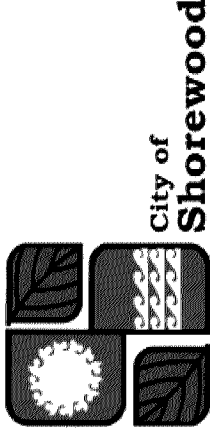


Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1365 F22267	FLAGSHIP RECREATION Playground Piece	160.10	11/13/2023	Check Sequence: 1 402-00-4620-0000	ACH Enabled: False
	Check Total:	160.10			
Vendor: 216 Res23-101	HENNEPIN COUNTY RECORDER & REGISTRAR OF TITLES Record-Res-23-101-Water Connection Agreement	46.00	11/13/2023	Check Sequence: 2 101-18-4400-0000	ACH Enabled: False Record
	Check Total:	46.00			
Vendor: 886 Nevinski-Nov23	MINNESOTA BUREAU OF CRIMINAL APPREHENSION Background Check-Marc Nevinski	33.25	11/13/2023	Check Sequence: 3 101-13-4400-0000	ACH Enabled: False
	Check Total:	33.25			
Vendor: 1364 Ugoret-Nov23	ELENA UGORETS Ugorets Settlement Agreement	80,000.00	11/13/2023	Check Sequence: 4 101-16-4304-0000	ACH Enabled: False
	Check Total:	80,000.00			
	Total for Check Run:	80,239.35			
	Total of Number of Checks:	4			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 1	ACH Enabled: True
INV317825	Konica Minolta/C658 Copier	43.00	11/13/2023	101-19-4221-0000	
INV318403	Toner	14.76	11/13/2023	101-19-4221-0000	
	Check Total:	57.76			
Vendor: UB*00576	Donald & Jay Bongards			Check Sequence: 2	ACH Enabled: False
	Refund Check 009193-000, 6140 Chaska Rd	39.27	11/13/2023	611-00-2010-0000	
	Refund Check 009193-000, 6140 Chaska Rd	16.83	11/13/2023	631-00-2010-0000	
	Refund Check 009193-000, 6140 Chaska Rd	16.83	11/13/2023	621-00-2010-0000	
	Check Total:	72.93			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 3	ACH Enabled: True
098P2673	Brake Kit for Plow Truck	1,123.38	11/13/2023	101-32-4221-0000	
098P3208	Brake Kit for Plow Truck-Returned	-239.10	11/13/2023	101-32-4221-0000	
	Check Total:	884.28			
Vendor: UB*00577	Jacob & Emily Bure			Check Sequence: 4	ACH Enabled: False
	Refund Check 009262-000, 19750 Waterford Pl	99.25	11/13/2023	601-00-2010-0000	
	Refund Check 009262-000, 19750 Waterford Pl	115.79	11/13/2023	611-00-2010-0000	
	Refund Check 009262-000, 19750 Waterford Pl	49.63	11/13/2023	631-00-2010-0000	
	Refund Check 009262-000, 19750 Waterford Pl	49.62	11/13/2023	621-00-2010-0000	
	Check Total:	314.29			
Vendor: 137	CENTURY LINK			Check Sequence: 5	ACH Enabled: True
9524702294Oct23	952-470-2294-642-PW/s	67.74	11/13/2023	101-32-4321-0000	
9524706340Oct23	952-474-6340-989-C.H.	121.04	11/13/2023	101-19-4321-0000	
9524707819Oct23	952-470-7819-261-SCEC	126.48	11/13/2023	201-00-4321-0000	New Line
	Check Total:	315.26			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00579	Lauralee Chellen			Check Sequence: 6	ACH Enabled: False
	Refund Check 005668-000, 26710 Smithtown R	10.54	11/13/2023	601-00-2010-0000	
	Refund Check 005668-000, 26710 Smithtown R	12.29	11/13/2023	611-00-2010-0000	
	Refund Check 005668-000, 26710 Smithtown R	5.27	11/13/2023	631-00-2010-0000	
	Refund Check 005668-000, 26710 Smithtown R	5.27	11/13/2023	621-00-2010-0000	
	Check Total:	33.37			
Vendor: 915	CINTAS			Check Sequence: 7	ACH Enabled: False
5183110954	City Hall-First Aid Supplies	73.80	11/13/2023	101-19-4245-0000	
	Check Total:	73.80			
Vendor: 142	CITIES DIGITAL INC.			Check Sequence: 8	ACH Enabled: False
58539	Laserfiche User Training	250.00	11/13/2023	101-13-4400-0000	
	Check Total:	250.00			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 9	ACH Enabled: False
T759131	Hydrfinder Flag/Hydrant Marker	4,378.50	11/13/2023	601-00-4245-0000	
T784454	MH Cover Hook	177.00	11/13/2023	611-00-4240-0000	
	Check Total:	4,555.50			
Vendor: 1035	NELIA CRISWELL #8574			Check Sequence: 10	ACH Enabled: True
Oct-2023	Reimbursement-Notary Renewal	140.00	11/13/2023	101-13-4433-0000	
Oct-2023	Reimbursement-Oct Mileage	58.43	11/13/2023	101-13-4331-0000	
	Check Total:	198.43			
Vendor: 1096	DAVEY RESOURCE GROUP, INC.			Check Sequence: 11	ACH Enabled: True
9000005937	Consulting Fees for Grant Submittal	2,350.00	11/13/2023	101-52-4303-0000	
	Check Total:	2,350.00			
Vendor: 179	EXCELSIOR FIRE DISTRICT			Check Sequence: 12	ACH Enabled: False
I-264	Tent Inspection for Oktoberfest	80.00	11/13/2023	101-53-4438-0000	
	Check Total:	80.00			
Vendor: 186	FERGUSON WATERWORKS, LLC, No.2518			Check Sequence: 13	ACH Enabled: False
510661	Project-Water Meters Purchased	21,460.00	11/13/2023	211-00-4265-0000	
510661-1	Project-Water Meters Purchased	17,205.00	11/13/2023	211-00-4265-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	38,665.00			
Vendor: 1366 237246	GILBERT MECHANICAL CONTRACTORS, LLC Refrigerator Maint Svc	1,260.50	11/13/2023	Check Sequence: 14 201-00-4400-0000	ACH Enabled: False
	Check Total:	1,260.50			
Vendor: 1218 PV#3-Covington	GM CONTRACTING, INC. PV#3-Covington Watermain Improvements	14,304.89	11/13/2023	Check Sequence: 15 601-00-4680-0000	ACH Enabled: False
	Check Total:	14,304.89			
Vendor: 200 3100744 3100744 3100744	GOPHER STATE ONE CALL Monthly Rental Monthly Rental Monthly Rental	106.65 106.65 106.65	11/13/2023 11/13/2023 11/13/2023	Check Sequence: 16 601-00-4400-0000 611-00-4400-0000 631-00-4400-0000	ACH Enabled: True
	Check Total:	319.95			
Vendor: 211 6607589	HAWKINS, INC. Replace Chemical Pump	619.00	11/13/2023	Check Sequence: 17 601-00-4221-0000	ACH Enabled: True
	Check Total:	619.00			
Vendor: 1367 Fall2023-1	ERICA HEINRICHS Tai Chi Class Event	162.00	11/13/2023	Check Sequence: 18 201-00-4248-0000	ACH Enabled: False
	Check Total:	162.00			
Vendor: 985 1000214975	HENNEPIN COUNTY ACCOUNTS RECEIVABLE REC0001086-View Recorded Documents	2.50	11/13/2023	Check Sequence: 19 101-18-4400-0000	ACH Enabled: False RecordEase Payment
	Check Total:	2.50			
Vendor: 215 1000214338	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT Monthly Radio Fleet & MESB	215.92	11/13/2023	Check Sequence: 20 101-32-4321-0000	ACH Enabled: True
	Check Total:	215.92			
Vendor: 896 20267787	HUEBSCH SERVICES City Hall - Mats	229.53	11/13/2023	Check Sequence: 21 101-19-4400-0000	ACH Enabled: True
	Check Total:	229.53			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00578	Joshua & Jill King			Check Sequence: 22	ACH Enabled: False
	Refund Check 009485-000, 4595 Enchanted Pt	88.12	11/13/2023	611-00-2010-0000	
	Refund Check 009485-000, 4595 Enchanted Pt	37.76	11/13/2023	631-00-2010-0000	
	Refund Check 009485-000, 4595 Enchanted Pt	37.77	11/13/2023	621-00-2010-0000	
	Check Total:	<u>163.65</u>			
Vendor: 247	DREW KRIESEL			Check Sequence: 23	ACH Enabled: False
October-2023	Building General Supplies Exp	34.98	11/13/2023	201-00-4245-0000	
October-2023	Events Program/Class Services	907.00	11/13/2023	201-00-4248-0000	
October-2023	Bldg Maint Svc	125.00	11/13/2023	201-00-4400-0000	
	Check Total:	<u>1,066.98</u>			
Vendor: 1326	KUECHLE UNDERGROUND			Check Sequence: 24	ACH Enabled: False
PV#7-Strawberry	PV#7-Strawberry Lane Reconstruction	560,411.83	11/13/2023	409-00-4680-0000	
	Check Total:	<u>560,411.83</u>			
Vendor: 531	LEAGUE OF MINNESOTA CITIES			Check Sequence: 25	ACH Enabled: False
392408	Fall Forums - Eric Wilson	30.00	11/13/2023	101-13-4331-0000	
	Check Total:	<u>30.00</u>			
Vendor: 265	MACQUEEN EQUIPMENT INC			Check Sequence: 26	ACH Enabled: False
P50248	Sweeper Part	139.58	11/13/2023	101-32-4221-0000	
P53475	Sweeper Part	2,777.66	11/13/2023	631-00-4221-0000	
	Check Total:	<u>2,917.24</u>			
Vendor: 1081	MARTIN MARIETTA MATERIALS			Check Sequence: 27	ACH Enabled: False
40769381	Roadway Patching Materials	150.00	11/13/2023	101-32-4250-0000	
	Check Total:	<u>150.00</u>			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 28	ACH Enabled: True
1164395	Monthly Waste Water Svc	96,842.75	11/13/2023	611-00-4385-0000	
	Check Total:	<u>96,842.75</u>			
Vendor: 305	MNSPECT, LLC			Check Sequence: 29	ACH Enabled: False
141971	Inspection Services	486.20	11/13/2023	101-24-4400-0000	
	Check Total:	<u>486.20</u>			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 313 October-2023	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	99.04	11/13/2023	Check Sequence: 30 101-15-4331-0000	ACH Enabled: True
	Check Total:	99.04			
Vendor: UB*00575	Michael & Joanne Lehrke Nicklaus Refund Check 007927-001, 27850 Woodside Rc Refund Check 007927-001, 27850 Woodside Rc Refund Check 007927-001, 27850 Woodside Rc Refund Check 007927-001, 27850 Woodside Rc	86.04 100.38 43.02 43.02	11/13/2023 11/13/2023 11/13/2023 11/13/2023	Check Sequence: 31 601-00-2010-0000 611-00-2010-0000 631-00-2010-0000 621-00-2010-0000	ACH Enabled: False
	Check Total:	272.46			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 32	ACH Enabled: True
1630079	Cathcart Park-26655 W - 62nd St	77.39	11/13/2023	101-52-4400-0000	
1630080	Freeman Park-6000 Eureka Rd	422.10	11/13/2023	101-52-4400-0000	
1630081	Silverwood Pk-5755 Covington R	77.39	11/13/2023	101-52-4400-0000	
1630082	South Shore-5355 St Albans Bay	77.39	11/13/2023	101-52-4400-0000	
1630083	Christmas Lk Rd-5625 Merry Ln	269.68	11/13/2023	101-52-4400-0000	
	Check Total:	923.95			
Vendor: 332	PETTY CASH			Check Sequence: 33	ACH Enabled: False
PettyCash-Oct23	Paid for Logo Bitmap - Shorewood T-shirt	66.50	11/13/2023	101-13-4245-0000	
	Check Total:	66.50			
Vendor: 864	QUALITY FLOW SYSTEMS, INC.			Check Sequence: 34	ACH Enabled: True
45757	Replace Controls- L.S.#16	4,230.00	11/13/2023	611-00-4221-0000	
	Check Total:	4,230.00			
Vendor: 1279	R & R EXCAVATING			Check Sequence: 35	ACH Enabled: False
PV#1-LS11Rehab	PV#1-LS 11 Rehabilitation	91,668.49	11/13/2023	611-00-4680-0000	
	Check Total:	91,668.49			
Vendor: 1324	SAFE-FAST INC.			Check Sequence: 36	ACH Enabled: True
INV282455	Utility Locating Paint	226.59	11/13/2023	601-00-4245-0000	
INV282455	Utility Locating Paint	226.59	11/13/2023	611-00-4245-0000	
	Check Total:	453.18			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 37	ACH Enabled: False
158030	Shredded Svc	71.89	11/13/2023	101-19-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	71.89			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT				ACH Enabled: False
3rd Qtr-2023-CO	Quarterly-Court Overtime	731.36	11/13/2023	101-21-4440-0000	
December-2023-OB	Monthly-Operating Budget Exp	123,434.83	11/13/2023	101-21-4400-0000	
	Check Total:	124,166.19			
Vendor: 1181	SPLJT ROCK MANAGEMENT, INC.				ACH Enabled: True
90749	Floor Scrub Service - City Hall	475.00	11/13/2023	101-19-4400-0000	
90885	Custodial Service-CH Building	487.00	11/13/2023	101-19-4400-0000	
91151	Custodial Service-PW's Building-Oct Svc Cancel	-369.00	11/13/2023	101-32-4400-0000	
	Check Total:	593.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC				ACH Enabled: True
INV-015142	Springbrook-CivicPay Fees	10.75	11/13/2023	621-00-4450-0000	
INV-015142	Springbrook-CivicPay Fees	10.75	11/13/2023	631-00-4450-0000	
INV-015142	Springbrook-CivicPay Fees	10.75	11/13/2023	611-00-4450-0000	
INV-015142	Springbrook-CivicPay Fees	10.75	11/13/2023	601-00-4450-0000	
	Check Total:	43.00			
Vendor: 1170	SPS WORKS & NAMEPLATES DIVISION				ACH Enabled: False
IV00550225	Engraved Plastic Plate-Michelle Dignuttolo	25.25	11/13/2023	101-13-4245-0000	
	Check Total:	25.25			
Vendor: 657	SUMMIT FIRE PROTECTION				ACH Enabled: True
13008987	SCEC-Hood Cleaning Annual Svc	819.00	11/13/2023	201-00-4400-0000	
	Check Total:	819.00			
Vendor: 1369	SUNRAM CONSTRUCTIONS				ACH Enabled: False
PV#1-Freeman	PV#1 - Freeman Park Trail	239,145.73	11/13/2023	402-00-4680-0000	
	Check Total:	239,145.73			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.				ACH Enabled: True
M28683	Council Meeting	755.50	11/13/2023	101-13-4400-0000	
M28688	Park Meeting	196.75	11/13/2023	101-53-4400-0000	
	Check Total:	952.25			

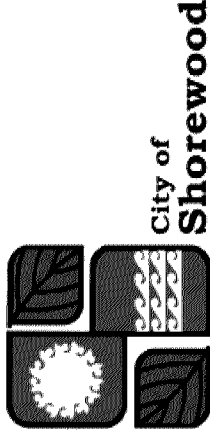
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 384 13798	TOTAL PRINTING SERVICES Newsletters	1,070.00	11/13/2023	Check Sequence: 45 101-13-4351-0000	ACH Enabled: False
	Check Total:	1,070.00			
Vendor: 386 19870	TWIN CITY WATER CLINIC Monthly Water Testing	150.00	11/13/2023	Check Sequence: 46 601-00-4400-0000	ACH Enabled: True
	Check Total:	150.00			
Vendor: 1083 1562857-Oct2023	UNIFIRST CORPORATION Account#1562857 - Uniforms Services	861.88	11/13/2023	Check Sequence: 47 101-32-4400-0000	ACH Enabled: True
	Check Total:	861.88			
Vendor: 392 32595	VALLEY-RICH CO. INC. Watermain Break-Knightsbridge Road	5,468.25	11/13/2023	Check Sequence: 48 601-00-4400-0000	ACH Enabled: False
	Check Total:	5,468.25			
Vendor: 1368 HomeDepot-Oct23	STEPHANY VASSAR Paint for SCEC	55.24	11/13/2023	Check Sequence: 49 201-00-4223-0000	ACH Enabled: True
	Check Total:	55.24			
Vendor: 415 29941883	WARNER CONNECT Network Maint Services - Dec/2023	5,241.00	11/13/2023	Check Sequence: 50 101-19-4321-0000	ACH Enabled: True
	Check Total:	5,241.00			
Vendor: 408 294104 294436 294483 294770	WM MUELLER & SONS INC Road Maint Road Maint Road Maint Road Maint	1,935.76 288.00 292.00 183.21	11/13/2023 11/13/2023 11/13/2023 11/13/2023	Check Sequence: 51 101-32-4250-0000 101-32-4250-0000 101-32-4250-0000 101-32-4250-0000	ACH Enabled: True
	Check Total:	2,698.97			
Vendor: 411 849870133 849870133 849870133 849870133 849870133 849870133	XCEL ENERGY, INC. C.H. Svcs P.W. Bldg Svc P.W. Street Lights Svc Parks Amesbury Boulder Bridge	698.08 326.01 4,016.20 362.01 257.93 50.58	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	Check Sequence: 52 101-19-4380-0000 101-32-4380-0000 101-32-4399-0000 101-52-4380-0000 601-00-4394-0000 601-00-4396-0000	ACH Enabled: True C.H. Svcs P.W. Bldg Svc P.W. Street Lights Svc Parks Amesbury Boulder Bridge

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
849870133	S.E. Area Svc	2,935.58	11/13/2023	601-00-4398-0000	S.E. Area Svc
849870133	Lift Station Street Lights	645.68	11/13/2023	611-00-4380-0000	L.S. Street Lights
850283439	24253 Smithtown Rd	438.26	11/13/2023	601-00-4395-0000	24253 Smithtown Rd
850299590	5735 Country Club Rd	991.10	11/13/2023	201-00-4380-0000	5735 Country Club Rd
850335128	5755 Country Club Rd	85.43	11/13/2023	101-19-4380-0000	5755 Country Club Rd
850631737	5700 County Rd 19	56.71	11/13/2023	101-32-4399-0000	5700 County Rd 19
850631737	5700 County Rd 19 - Unit Light	258.72	11/13/2023	101-32-4399-0000	5700 County Rd 19 - Unit Light
850694925	28125 Boulder Bridge Drive	2,103.73	11/13/2023	601-00-4396-0000	28125 Boulder Bridge Drive
850704452	4931 Shady Isalnd Road	23.45	11/13/2023	611-00-4380-0000	4931 Shady Isalnd Road
	Check Total:	13,249.47			
Vendor: 899	Z SYSTEMS, INC.			Check Sequence: 53	ACH Enabled: False
84677	Audio & Video Equipment for Chamber	165.00	11/13/2023	101-19-4400-0000	
	Check Total:	165.00			
	Total for Check Run:	1,219,523.30			
	Total of Number of Checks:	53			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/09/2023 - 10:17AM
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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 720 2023-AIS	CHRISTMAS LAKE HOMEOWNER'S ASSOCIATION Christmas Lake AIS Program Grant	5,000.00	11/13/2023	Check Sequence: 1 101-52-4402-0000	ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 1343 22027-00000M-6	LEVANDER GILLEN & MILLER P.A. ATTORNEYS AT LAW 22027-00000-LUP--ADM/ARK-24560 Smithtow	2,060.00	11/13/2023	Check Sequence: 2 101-00-3414-0000	ACH Enabled: False
	Check Total:	2,060.00			
Vendor: 463 1411401-00	MTI DISTRIBUTING INC. Lawn Mower Tire MTCE	724.27	11/13/2023	Check Sequence: 3 101-52-4221-0000	ACH Enabled: False
	Check Total:	724.27			
	Total for Check Run:	7,784.27			
	Total of Number of Checks:	3			



City Council Meeting Item

Title/Subject: Assignment of Development Agreement for Excelsior Woods
Meeting Date: November 13, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Assignment
Resolution

Item 2C

Background:

Location: 20325 Excelsior Blvd.
Applicant: Excelsior Woods LLC.
Review Deadline: NA

The applicant recently purchased the property and development from the previous owner. The development agreement requires Council approval prior to a new developer being able to proceed with the improvements for the development.

The City Attorney drafted the attached Assignment.

Summary of Public Engagement: There is no public notice required with assignment of the development agreement, but notice of the preliminary plat, conditional use permit, and variances occurred in compliance with the zoning and subdivision variances in 2020 and 2021 when the development was originally approved.

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

Action Requested: Staff recommends approval of the assignment of the development contract.

Proposed motion: Move to approve a resolution assigning the development agreement to Excelsior Woods LLC.

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

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.*

ASSIGNMENT

ASSIGNMENT made this ___th day of _____, 2023 by, between and among the **CITY OF SHOREWOOD**, a Minnesota Municipal Corporation ("City"), **RED GRANITE CONSTRUCTION, LLC** a Minnesota Limited Liability Company ("Developer"), and **EXCELSIOR WOODS, LLC** a Minnesota Limited Liability Company ("Successor Developer").

RECITALS

- A.** The City approved a development agreement on October 12, 2021 with the Developer ("Development Agreement"), recorded as Document Number 11089526.
- B.** Developer has requested the Development Agreement be assigned to Successor Developer for the property legally described as:

Lot 37, Auditor's Subdivision No. 141, Hennepin County, Minnesota, according to the recorded plat thereof ("Property").
- C.** Successor Developer has purchased the Property and desires to develop the Property consistent with City approvals and the Development Agreement.
- D.** Successor Developer has requested to assume the rights and obligations of the Development Agreement
- E.** Paragraph 47 of the Development Agreement prohibits Developer from assigning the Development Agreement without written permission of the City Council.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

- 1. ASSIGNMENT.** Developer's rights and obligations under the Development Agreement are assigned to the Successor Developer subject to the terms of this Assignment. Successor Developer shall be responsible for all legal expenses related to this Assignment. Successor Developer accepts the assignment and agrees to be bound by the terms of the Development Agreement.
- 2. BINDING EFFECT.** Successor Developer agrees to be bound by the Development Agreement to the same extent as if it had been the original party to the Development Agreement. Successor Developer shall be responsible for all work previously performed by Developer under the Development Agreement.
- 3. CASH ESCROWS AND UNPAID BILLS.** Cash escrows established by Developer for remaining work required under the Development Agreement are hereby assigned to Successor Developer. Any unpaid bills or obligations of Developer that are due or that may become due under

the Development Agreement are assumed by Successor Developer.

4. NOTICES. Required notices to the Successor Developer shall be in writing, and shall be either hand delivered to Successor Developer, its employees or agents, or mailed to Successor Developer by registered mail at the following address:

Excelsior Woods, LLC
14712 High Tower
Minnetonka, MN 55345

5. EFFECTIVE DATE. This Assignment shall be effective when the City has received from Successor Developer: a certificate of insurance in the amount and on the form required by the Development Agreement and security to the City for \$310,971 as required by Section 27 of the Development Agreement.

6. RECORDING. This Assignment may be recorded against the Property and is binding upon the parties, their successors, heirs, and assigns.

[Remainder of page intentionally left blank]
[Signature pages to follow]

**MORTGAGE CONSENT
TO
ASSIGNMENT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement between the City of Shorewood and Red Granite Construction, LLC dated October 12, 2021 and recorded as Document Number 11089526, agrees that the Development Agreement, assigned herein to Excelsior Woods, LLC, shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, _____.

NOTARY PUBLIC

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

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

RESOLUTION 23-109

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR
EXCELSIOR WOODS LOCATED AT 20325 EXCELSIOR BOULEVARD**

WHEREAS, in 2021, the City of Shorewood approved a final plat and development agreement for Excelsior Woods (the “Project”), located at 20325 Excelsior Boulevard, on property legally described as:

Lot 37, Auditor’s Subdivision No. 141, Hennepin County, Minnesota; and

WHEREAS, the Project is subject to a Development Agreement (the “Agreement”), dated October 12, 2021 which outlines rights and obligations of the developer, Red Granite, LLC; and

WHEREAS, Red Granite Construction, LLC, has sold the property and project to Excelsior Woods, LLC. (the “Applicant”); and

WHEREAS, the applicant has agreed to assume the rights and obligations of the development agreement as drafted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shorewood has approved the Assignment of the Development Agreement, as follows:

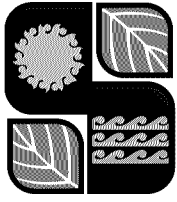
1. The Assignment of the Agreement makes no other changes to the rights and obligations outlined therein.
2. Prior to the issuance of any permits for homes, grading or other work on the site, the Applicant must record the Assignment with the Hennepin County Recorder and complete all outstanding conditions of approval.
3. This Resolution authorizes the Mayor and City Clerk to execute the Assignment of the Development Agreement.

Adopted by the City Council of the City of Shorewood this 13th day of November, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Contractor Agreement with Roots and Wings
Therapeutic Services, LLC.

Meeting Date: Monday, November 13, 2023

Prepared by: Janelle Crossfield, Parks and Recreation Director

Reviewed by: Mark Nevinski, City Administrator

Attachments: Parks and Recreation Independent Contractor Agreement

Item 2D

Background:

Shorewood Parks and Recreation is excited to offer outdoor play groups, yoga and nature based art programming in collaboration with Michelle Pettit of Roots and Wings Therapeutic Services.

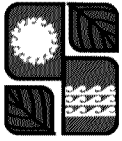
Michelle Pettit is an occupation therapist, yoga teacher and co-owner of Roots and Wings Therapeutic Services LLC. Michelle is passionate about providing services that are meaningful, bring joy and support learning, growth, connection, and autonomy. Michelle deeply values the astounding therapeutic benefits of nature and enjoys sharing this with others while facilitating individual and group services. Michelle has been an occupational therapist for seven years, has worked with children for over 15 years and most recently has enjoyed expanding her services and working with adults.

Approval of the agreement includes any future addenda executed between the contractor and Parks and Recreation Director through December 2024. For the purposes of this contract the addenda includes program logistics such as location, dates, times, program fees, no class days, and program descriptions. These program logistics are agreed upon throughout the year by City staff and the contractor.

Financial or Budget Considerations: Roots and Wings Therapeutic Services, LLC will receive 80% of the program revenue collected by City of Shorewood.

Action Requested:

Motion to approve the independent contractor agreement with Roots and Wings Therapeutic Services, LLC. A simple majority vote is required.



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

Parties and Terms

This Contractor Agreement (Agreement) dated October 23 _____, 2023 is by and between the City of Shorewood (City) and Roots and Wings Therapeutic Services LLC (Contractor). This Agreement is in effect from 11/13/23 until 12/31/24.

I. Services to be Performed

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

II. Independent Contractor

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

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

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

III. Services Provided by the Contractor

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

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

IV. Services Provided by the City

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

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

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

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

V. Compensation

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

VI. Business Expenses

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

VII. Insurance

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

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

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

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

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

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

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

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

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

VIII. Property Damage Waiver

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

IX. Indemnification

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

X. Compliance with Statutes

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

XI. Government Data/Privacy

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

XII. Audits

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

XIII. Governing Law

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

XIV. Program Termination

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

XV. Contract Termination, Cancellation and Default

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

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

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

XVI. Third Parties

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

XVII. Modification or Amendment

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

XVIII. Entire Understanding

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

XIX. Unenforceability of Provisions

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

XX. Service Suspension and Cancellation

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

XXI. Offsite Programs

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

XXII. Service/Program Addendum

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

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

City of Shorewood

By: _____
Its Mayor

By _____
Its City Clerk

Contractor:

Michelle Pettit representing Roots and Wings

[Name of Contractor]

By Michelle Pettit _____
Michelle Pettit [print name]
Its Co-Owner, Co-CEO, Occupant [title]

Service Addendum

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

City of Shorewood

Contractor:

By: _____

[Name of Contractor]

Its Parks and Recreation Director

By _____ [print name]

Its _____ [title]

Signed: _____, 2023.

Signed: _____, 2023.



Title/Subject: Approve PT Community Center Attendant Hires
Meeting Date: November 13, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Janelle Crossfield/Park and Recreation Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: None

Background: The city most recently recruited candidates for the PT Community Center Attendant positions. Thanks in part to the Council approving our new NEOGOV Insight recruiting software, the City received 631 hits on the position posting, and seven very good applicants for the position as of November 8, 2023.

As discussed with the city council, as the programs and rentals increase, Staff has observed that current staffing levels were not adequate to cover the demand. Without additional attendants to cover these shifts, programs and rentals would have to be limited to current staffing capacities. The department is currently running with just two active Community Center Attendants which is burdensome to both them and staff to fill all the shifts required to support the Community Center's activities and rentals. Interviews were held with four candidates for the position on October 23, 2023, and November 2, 2023. During the interviews, all candidates were interested in picking up both SCEC and warming house shifts in the capacity of this position. As a result of those interviews, staff is recommending conditional approval upon receiving successful background checks, for the following:

Nataley Vassar
Emma Quam
Nicholas Rogne
Avery Bomstad

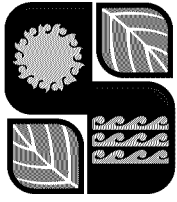
These employees, if approved, will work in the capacity as part-time Community Center Attendants working schedules of 12-15 hours per week and not to exceed 20 hours per week. The position is classified as a part-time casual position on Grade 1 of the city's compensation schedule with a range of \$13.23 to \$19.84 per hour. The position is non-exempt and does not qualify for benefits. The above candidates were conditionally offered a starting wage of \$15.43 per hour which is Step C on the compensation schedule. The position is eligible to receive an annual increase on the employee's anniversary date to Step D on the compensation schedule and yearly thereafter, upon meeting performance measures. In addition, existing employees in

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.*

the position will be receiving an increase from \$14.33 to \$15.43, as well. For this season and this job market, it is expected that employees hired in the capacity of Community Center Attendant and Warming House Attendant will be hired at the \$15.43 rate.

Financial Considerations: These positions are included in the 2024 budget under the Shorewood Community & Event Center (SCEC) personnel budget, the Park and Recreation personnel budget and the SCEC revenues generated by rentals and programming. The above candidates and existing employees were conditionally offered a wage of \$15.43 per hour which is Step C on the city's compensation schedule. The position is eligible to receive an annual increase on the employee's anniversary date to Step D on the compensation schedule and yearly thereafter, upon meeting performance measures.

Action Requested: Staff respectfully recommends the city council approve the Community Center Attendant hires as presented and upon receiving successful background investigations. Motion, second and simple majority vote required.



City Council Meeting Item

Item
2F

Title/Subject: Consider Memorandum of Agreement, AFSCME Council 5, Local 224
Meeting Date: November 13, 2023
Prepared by: Marc Nevinski, City Administrator
Attachments: Memorandum of Agreement

Background

The contract with AFSCME Council 5, Local 224, which represents the Public Works Light Equipment Operators, the Shop Technician, and the Utility Operators, is updated annually to reflect employer provided monthly benefit amount for the upcoming year, and to update the seniority list. Additionally, the wage table is being updated this year to reflect the added step (“after 6 years”) that resulted from the Compensation Study.

Financial Considerations

Compensation and benefits costs have been included in the preliminary 2024 budget.

Action Requested

Motion to approve the attached Memorandum of Agreement with AFSCME Council 5, Local 224.

A majority vote by the Council is required.

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SHOREWOOD AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
COUNCIL 5, LOCAL 224**

The purpose of this Memorandum of Agreement (MOA) is to memorialize the agreement between the City of Shorewood (the EMPLOYER) and the American Federation of State, County and Municipal Employees (AFSCME) regarding 2024 benefit contributions, the wage schedule, a State designated holiday, and the Seniority List.

1. Starting January 1, 2024 *Article 20, Section 3* will be amended as follows.

In 2024 the Employer shall provide up to \$1480 per month to regular full-time employees for coverage stated in Section 1 above. An employee who elects coverage under the Health Savings Account that, combined with other benefits, results in a total cost that is less than the contribution level, shall have the balance applied toward their Health Savings Account up to a maximum of \$2,500 for the year, or \$208 per month. This amount shall be deposited into the members' HSA account at the start of the New Year. Regular part-time employees working more than 20 hours per week shall be entitled to pro-rated contribution. ~~The Employer and Union agree to reopen negotiations for year 2021 Employer contribution amount.~~

2. Starting January 1, 2024 *Appendix A-Wage Schedule* will be amended to add an additional wage step to be titled "After 6 Years", as shown below:

Classification	Start	After 6 Months	After 1 years	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years
LEO	\$ 29.45	\$ 30.52	\$ 31.59	\$ 32.70	\$ 33.74	\$ 34.86	\$ 35.93	\$ 37.01
Shopt Tech	\$ 30.12	\$ 31.19	\$ 32.27	\$ 33.37	\$ 34.40	\$ 35.51	\$ 36.58	\$ 37.68
Utility Operator	\$ 30.79	\$ 31.85	\$ 32.93	\$ 34.03	\$ 35.07	\$ 36.17	\$ 37.24	\$ 38.36
Utility Lead	\$ 33.11	\$ 34.33	\$ 35.55	\$ 36.77	\$ 37.97	\$ 39.14	\$ 40.40	\$ 41.61

3. The Seniority List for 2024 is updated as follows:

Employee	Job Classification	Seniority Date
Bruce Stark	Utility Operator	3/19/2001
Rob Hanson	Utility Operator	1/16/2014
Luke Weber	Utility Lead	4/30/2020
Tim Kosek	Utility Operator	7/20/2020
Matt VanLith	LEO	5/2/2022
Jeremy Moe	Shop Technician	8/22/2022
Ryan Brant	LEO	9/19/2022
Todd Roden	LEO	9/26/2022
Chris Pratley	LEO	3/1/2023

This Memorandum of Agreement is approved by the Shorewood City Council as of November 13, 2023 and agreed to by AFSCME Council 5, Local 224 as of _____, 2023.

City of Shorewood

AFSCME Council 5, Local 224

Jennifer Labadie, Mayor

Rob Hanson

Marc Nevinski, City Administrator

Tim Kosek

Name



Title/Subject: Light Equipment Operator (LEO) Utility Operator Pay Discrepancy
Meeting Date: November 13, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
 Sandie Thone, City Clerk/HR Director
 Joe Rigdon, Finance Director

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

Attachments: Utility Operator Pay Discrepancy Memo-October 11, 2023
 Utility Operator Meeting Overview Memo-October 17, 2023
 Final Backpay Report – Stark & Hanson
 Resolution

Background:

Following the results of the compensation study, staff noticed a difference in compensation between LEO utility operators. Staff investigated the pay discrepancy, and the subsequent analysis and resolution is detailed in the two attached memos. Staff worked together to come to an equitable and agreeable solution that aligns employee compensation with the current AFSCME contract.

The resolution in the pay discrepancy includes:

1. Reduction of \$1.00 per hour for Luke Weber and Tim Kosek that received additional compensation in error.
2. Backpay to Rob Hanson and Bruce Stark that were not receiving the additional \$1.00 per hour compensation.
3. Backpay to Luke Weber and Tim Kosek for the time period in 2023 that they were not paid the additional \$1.00 per hour.

Backpay to employees is as detailed below:

1. Luke Weber: \$722.75. Unpaid wages between 1/1/2023 and 4/30/2023.
2. Tim Kosek: \$1,183.75. Unpaid wages between 1/1/2023 and 7/20/2023.
3. Bruce Stark: \$3,785.25. Lost wages between 2/28/2023 and 11/13/2023 (See attached)
4. Rob Hanson: \$8,747.00. Lost wages between 5/11/2020 and 11/13/2023 (See attached)

Financial or Budget Considerations:

The total cost of backpay for the four employees is \$14,438.75. The backpay will be funded through the corresponding fund of each employee.

Action Requested:

Motion to approve the resolution to compensate the 4 employees to resolve the LEO-utility operator pay discrepancy.



TO: Rob Hanson, Tim Kosek, Bruce Stark and Luke Weber

FROM: Marc Nevinski, City Administrator
 Sandie Thone, City Clerk/HR Director
 Joe Rigdon, Finance Director
 Matt Morreim, PW Director

DATE: October 11, 2023

SUBJECT: Utility Operator Pay Discrepancy

BACKGROUND

The day following the presentation of the compensation study to city council on September 11th, the public works director met with public works employees to review and discuss what was presented. At that meeting on the morning of September 12th, employees noticed that there was a discrepancy in the maximum salary for the Light Equipment Operator (LEO) – Utilities position. The “Client MAX” is \$36.16 and the “Client ACTUAL” is \$36.66. In the current AFSCME union agreement (Attachment A), the final or max step for a LEO-Utilities is \$36.16. In the meeting, multiple staff communicated that \$36.16 was the maximum salary and the director of public works noted that two utility staff were making \$1.00 per hour more due to licenses. The director also mentioned that the city noticed the difference the day before and has plans to look into the reason for the difference.

Upon further review, two LEO-utility operators, Rob Hanson and Bruce Stark, are receiving the “After 5 Years” step of \$36.16 on the AFSCME agreement wage schedule and two LEO-utility operators, Luke Weber and Tim Kosek, are receiving the “After 5 Years” step of \$36.16 plus \$1.00 per hour. See salary schedule from the current AFSCME agreement below.

Section 2. Wages for **2023** shall increase over the 2022 wages by 3% as shown in the table below:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 years	After 4 Years	After 5 Years
LEO	\$28.59	\$29.63	\$30.67	\$31.75	\$32.76	\$33.84	\$34.88
Shop Tech	\$29.24	\$30.28	\$31.33	\$32.40	\$33.40	\$34.48	\$35.51
Utility Operator	\$29.89	\$30.92	\$31.97	\$33.04	\$34.05	\$35.12	\$36.16
Utility Lead	\$32.15	\$33.33	\$34.51	\$35.70	\$36.86	\$38.00	\$39.22

Currently, all four Utility Operators employees:

- Meet the minimum licensure requirements for:
 - Commercial motor vehicle license (Class A)
 - Minnesota wastewater license (Class SC)
 - Water license (Class C)
- Have a base wage at the “After 5 Years” wage step in the current AFSCME agreement (see above)

An additional \$1 per hour has been applied to two employees, Luke Weber and Tim Kosek. The difference appears to be caused by notes that follow the wage schedule in the AFSCME agreement. The two notes read:

- ***Note: An Additional \$.50 per hour for Shop Tech and \$1.00 per hour for Utility Operator is included in the table above**
- ****Note: Employees who are required to obtain and maintain certificates/licenses for their department (i.e. Water System Class C Operator License and Wastewater System Class C Operator License will be compensated at an additional \$.50 per hour per certificate/license.**

CURRENT EFFORTS TO RESOLVE ISSUE

- The city administrator, finance director, HR director and PW director met on September 13th and 15th to review and discuss the AFSCME agreement and any applicable employee files that would explain the difference in pay between utility operators.
- Following those meetings on Friday, September 15th, the PW director met with utility staff to communicate that the city is looking into the issue and would like to work with staff and the union (if necessary) to resolve the issue.
- A meeting with city leadership and available utility operators was held on Tuesday, September 19th. A general discussion was held. It is agreed by everyone that there was a different interpretation of the union agreement when Luke Weber was hired. At the end of the meeting, it was agreed that we would continue to search for more information and meet again in the near future.
- City leadership continued to research for information that would explain the additional \$1 per hour and met on September 22nd and September 28th to discuss.
- Memo review by City Attorney on the week of October 2nd.

BACKGROUND INFORMATION

After discussion and research into the discrepancy of pay between employees, the following information was found:

1. At the time of hiring in 2020, Luke Weber and Tim Kosek were offered a salary that was in accordance with the wage schedule in the AFSCME agreement plus an additional \$1 per hour for their utility licenses. See Attachment B and C for Luke and Tim's offer letters, respectively.
2. During Rob Hanson (2016-current) and Bruce Stark's (2022-current) tenures utility operators, they have not received an additional \$1 per hour for their utility licenses. See Attachment D for Employee Historical Wages. According to city records, Rob was paid \$.50 per hour for a short period of time in 2015 and 2016 for having a Class D wastewater license as an LEO. This pay was contested by another employee and was removed.
3. Former employees in the utility operator position did not receive an additional \$1 per hour for their utility licenses. See Attachment D for employee historical wages.
4. Prior to 2003, the city contracted utility maintenance and operations of the water and sanitary system. In 2003, the city worked with the AFSCME union to add the utility operator position and a corresponding compensation for the position. April 16, 2003 memorandum and signed council action on May 12, 2003 (Attachment E) explain the \$1 per hour additional compensation for utility operator.

5. The first AFSCME agreement following the addition of the utility operator position was the 2004-2005 agreement. See attachment F. The note explaining the \$1 per hour is on Page 17 of the agreement. It reads:

III. Utility Operator: Fully-qualified employees must possess a Class C Minnesota Water Operator License and a Class C Minnesota Sewer License. The Utility Operator compensation will be \$1.00 per hour than the Light Equipment Operator & Laborer schedule.

The word “more” was included in the 2006-2007 agreement. It reads:

III. Utility Operator: Fully-qualified employees must possess a Class C Minnesota Water Operator License and a Class C Minnesota Sewer License. The Utility Operator compensation will be \$1.00 per hour more than the Light Equipment Operator & Laborer schedule.

The above specific language continued in the AFSCME labor agreement through December 31, 2009.

6. In the 2010-2011 labor agreement (Attachment G), the wage schedule (page 20) was revised to include the utility operator position. The two starred notes detailed on page 1 of this memo were included in section 1 of the wage schedule. Section 2 of the wage schedule shows the difference in wages between the LEO and the utility operators is \$1.02 per hour due to the 2% increase in wages in 2011. This increase in the difference in wages between the positions continues each subsequent year through the current labor agreement. The current difference in the salary schedule between the positions is \$1.30 per hour.
7. The starred notes continue through the subsequent labor agreements at the end of the wage schedules.

RECOMMENDATION

Taking into consideration discussion with employees and evaluation of the aforementioned information, staff proposes to move forward without the \$1.00 per hour in addition to the agreement wage schedule. Any past mistakes that resulted in revisions or additions to the wage schedule in the AFSCME union agreement need to be corrected.

The city would not recoup paid wages from Luke Weber and Tim Kosek. Additionally, the city would agree to compensate \$1.00 per hour to Bruce Stark and Rob Hanson for hours during the period of time since Luke Weber has been employed (4/30/2020) at the City of Shorewood AND they have been in the position of utility operator. Bruce Stark became a utility operator on 2/15/22. Rob Hanson has been a utility operator since 7/11/2016. As a result, Rob would be compensated beginning 4/30/2020. Beginning November 13, 2023, all utility operators would be paid \$36.16 per hour.

Cost estimates for compensation would be:

- Rob Hanson: \$7,300 for approximately 3.5 years
- Bruce Stark: \$3,640 for approximately 1.75 years
- Future annual utility staff compensation outside of current wage schedule: \$0

Moving forward without the additional \$1.00 per hour would:

- Result in the city not pursuing already paid wages for Luke Weber and Tim Kosek. Luke and Tim's wage would be adjusted to the max step in the wage schedule of \$36.16.
- Be fair and equitable to all current and future utility operators.
- Adheres to the original intent of the union agreement language in 2003 regarding additional compensation for utility operator licensures.
- Follows long standing past practice for utility operator compensation since the position was added in 2003.
- Allow for future discussion on wages during union contract renewal negotiations that will be occurring in 2024.
- Would be a financially responsible resolution for the city.

ATTACHMENT A

AGREEMENT

BETWEEN

CITY OF SHOREWOOD, MINNESOTA

AND THE

AMERICAN FEDERATION OF STATE, COUNTY, AND

MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL 224, AFL-CIO

JANUARY 1, 2022 – DECEMBER 31, 2024

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AGREEMENT

This Agreement is entered into by and between the City of Shorewood, Minnesota, a municipal corporation, hereinafter referred to as the EMPLOYER, and Local 224, Council 5 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

ARTICLE 1 - PURPOSE AND INTENT

It is the purpose of this Agreement to establish certain wages, hours, and conditions of employment, and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement. The Employer and the Union continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, 179A.03, Subdivision 8, as may be amended from time to time, for all employees of the Public Works department of the City of Shorewood whose service exceeds the lesser of fourteen (14) hours a week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) days a year, excluding supervisory and confidential employees.

ARTICLE 3 – DEFINITIONS

- Section 1: UNION: Local 224, Council 5 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- Section 2: EMPLOYER: City of Shorewood.
- Section 3: UNION MEMBER: a member of Local 224, Council 5 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- Section 4: EMPLOYEE: a member of the exclusively recognized bargaining unit.
- Section 5: BASE PAY RATE: the employee's hourly pay rate exclusive of longevity or any other special allowance.
- Section 6: SENIORITY: length of continuous service in any of the job classifications covered by Article 2 of this agreement.

Section 7: GRIEVANCE: any dispute or disagreement between the Employer and the Employee(s) concerning the interpretation, application or alleged violation of the specific terms and/or conditions of this Agreement.

Section 8: BUSINESS DAY: for purposes of Article 8, means calendar days excluding holidays and weekends as defined by this Agreement. In computing any period of time pursuant to action under Article 8, the day, act, or event upon which a period of time begins to run shall not be included.

Section 9: SERVICE: shall mean personal delivery or service by certified mail.

Section 10: REDUCED TO WRITING: means a statement outlining the nature of a grievance, the provision(s) of the Agreement in dispute and the relief requested.

Section 11: ANSWER: means a response indicating the Employer's position on a grievance.

ARTICLE 4 - UNION SECURITY

Section 1: In recognition of the Union as the certified exclusive representative, the Employer shall deduct from the wages of employees who authorize in writing such a deduction, an amount sufficient to provide payment of dues established by the Union. Such monies shall be remitted to the appropriate designated Officer of the Union.

Section 2: The Union may designate one employee from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice.

Section 3: The Employer shall, on request of the Union, grant reasonable time off as required by law, an unpaid leave of absence to Union Members who are elected or appointed officials of the Union.

Section 4: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer or as a result of any action taken or not taken by the Employer under the provisions of this Article. Further the Union and the Employer recognize and agree that the limitations of the Employer's liability also apply should the Union exercise the application of "fair share" as provided by M.S. 179A.06, Subdivision 3, as may be amended from time to time.

ARTICLE 5 – EMPLOYER SECURITY

The Union and its members agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the Employer. Violations of this Article shall be grounds for disciplinary action up to and including discharge.

ARTICLE 6 – EMPLOYER AUTHORITY

Section 1: The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 2: Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7 – NON-DISCRIMINATION

The parties agree that their respective policies will not discriminate against any employee covered by this Agreement because of gender, creed, color, age, national origin, handicap, sexual preference, political or religious beliefs, association or affiliation or non-association or non-affiliation with a labor organization, nor will either party to this Agreement discriminate on the aforementioned basis in the application or interpretation of the provisions of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 2. Procedure: Grievances, as defined in Article 3, Section 7, shall be resolved in conformance with the following procedure:

Step 1. An Employee or Employees claiming a grievance shall meet on an informal basis with the employee's immediate supervisor as designated by the Employer in an attempt to resolve the grievance within fifteen (15) business days after the grievance has occurred. The Employer-designated representative will discuss and give an answer to the Step 1 grievance within ten (10) business days after receipt. If the grievance is not resolved, it may be reduced to writing by the exclusive representative and served upon the Employer-designated Step 2 representative. Service must be made within ten (10) business days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) business days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by the Employer and the Union. If no agreement is reached, the exclusive representative may proceed with the grievance by appealing to Step 3 within ten (10) business days following the Employer-designated representative's final Step 2 answer. The appeal shall indicate the intention of the Union to proceed with the grievance, a statement of the grievance, the provision(s) of the Agreement in dispute, and the relief requested. Any grievance not appealed in writing to Step 3 by the Union within ten (10) business days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 Representative for mediation. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) business days after receipt of such Step 3 grievance. If a resolution of the grievance results, the resolution shall be reduced to writing as provide in Step 2. A grievance not resolved in Step 3 may be appealed to Step 4 or directly to Step 5 within ten (10) business days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 for mediation or directly to Step 5 for arbitration by the Union within ten (10) business days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and not appealed directly to Step 5 but appealed in Step 4 for mediation, shall be submitted within the designated time limit to the Minnesota Bureau of Mediation Services with notice provided to the Employer. If a resolution of the grievance results, the resolution shall be reduced to writing as provided in Step 2 A grievance not resolved in Step 4 through the mediation process, may be advanced to Step 5 by the Union within in ten (10) business days following final mediation. Any grievance not appealed in writing to Step 5 within ten (10) business days shall be considered waived.

Step 5. A grievance unresolved in Step 3 or Step 4 and appealed in Step 5 may be submitted to arbitration. The Employer and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternate strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall be requested to hear and decide the grievance. The determination of which party will commence the striking process shall be made by a flip of a coin.

Section 3. Arbitrators Authority:

- A. The arbitrator shall not have the power to add to, delete from, ignore, nullify, or to modify in any way, the terms and conditions of the existing Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Union and the Employer and shall have no authority to make a decision on any other issue not so submitted. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- B. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision is contrary to, inconsistent with, in violation of, or in any way varying from any provision of the laws of Minnesota or rules and regulations promulgated there under, municipal charters, ordinances, or resolutions enacted thereto or which causes a penalty to be incurred there under. The arbitrator's decision shall be issued to the parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer provided that each party shall be responsible for compensating its own representatives and witnesses. If either part desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 9 - SENIORITY

Section 1: Seniority is defined by the Agreement in Article 3, Section 3. Any former employee of the Employer who has terminated may be rehired only under the conditions of a new employee and no credit will be given for prior service.

Section 2: An employee in the Union who is promoted or transfers temporarily to another City department shall have the option to return to his former position without loss of seniority.

Section 3: Seniority shall be calculated as total continuous length of service with the Employer for other benefits under this Agreement.

Section 4. The Employer will maintain and up-to-date seniority roster. An up-to-date copy of the seniority roster will be posted at least once each year and a copy will be provided to the Union. The names of all regular full-time and any part-time members of the bargaining unit who have completed their probationary periods shall be listed on the seniority roster in the order of their seniority and shall show the date from which seniority commences and the employee's job title. Regular part-time employee's seniority shall be pro-rated on their hours of work as a percentage of a forty (40) hour workweek.

Section 5. An employee's seniority shall be terminated:

- A. If the employee resigns, retires, is transferred outside the bargaining unit or is discharged; or
- B. If when recalled to work following a layoff, the employee fails to report to work in accordance with Article 12 — LAYOFF and RECALL.

ARTICLE 10 – PROBATIONARY PERIOD

Section 1: A probationary employee may be terminated at the sole discretion of the Employer during the probationary period.

Section 2: All newly hired or rehired employees will serve a six (6) month probationary period. During the probationary period, the newly hired employee shall have no seniority status.

Section 3: For newly hired or rehired employees at the end of the probationary period, the City Administrator shall recommend for Council consideration one (1) of two (2) actions:

- a. Termination of the employee; or
- b. Regular employment status.

Section 4: All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.

Section 5: The employee shall be demoted or reassigned at the sole discretion of the Employer to the position held previously or to a comparable position if, at any time during the probationary period the performance of a promoted or reassigned employee is unsatisfactory or if the employee so requests. Such action shall not be subject to the grievance procedure.

ARTICLE 11 – JOB POSTING

Section 1: All internal job openings shall be posted internally for ten (10) calendar days.

Section 2: The Employer and the Union agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

- a. Have the necessary qualifications to meet the standards of the job vacancy; and
- b. Have the ability to perform the duties and responsibilities of the job vacancy.

Section 3: The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

Section 4: Seniority will be the determining criterion for transfers and promotions when minimum job-relevant qualifications are met.

Section 5: Employees filling a higher job classification based on the provisions of this Article shall be subject to the conditions of Article 10 - PROBATIONARY PERIOD.

ARTICLE 12 – LAYOFF AND RECALL

Seniority will be the determining criterion for lay-off and recall when the job-relevant qualifications factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have twelve (12) business days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 13 – WORK SCHEDULES

Section 1: The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.

- Section 4:** At the employee's request, the Employer shall remove all references to disciplinary action in the personnel record in the following manner:
- a. Written reprimands after two years with no similar occurrences.
 - b. References to suspensions and demotions after five years with no similar occurrences.

ARTICLE 16 – RIGHT OF SUBCONTRACTING

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement. The employer agrees to provide notice to the Union and all employees at least ninety (90) business days prior to subcontracting any work performed by employees covered by this Agreement.

ARTICLE 17 – SICK LEAVE

Section 1. Rate of Accrual: All full-time employees shall earn sick leave at the rate of one (1) day (eight[8] hours) per month of employment after the first full calendar month of employment. If the employment date is the 15th of the month or prior, one full day of sick leave is earned. If the employment date is the 16th of the month or later, the employee must wait until after the end of the next calendar month to begin to earn sick leave. Sick leave may be taken during the probationary period not to exceed the time earned.

Part-time employees working more than 20 hours per week, but less than 40 hours per week shall earn sick leave on a pro-rated basis. Sick leave will be granted in not less than one hour units, which is to mean that if any time less than one (1) hour is used, one (1) hour will be charged.

Section 2. Maximum Accrual: The maximum sick leave earning limit is 800 hours. At the end of every year, one-half of the accrued sick leave hours in excess of 800 hours may be converted to other benefits, such as deferred compensation, added to vacation balance, placed in the next year's Section 125 Plan account, paid out as cash, or converted to a combination of other benefits). Upon termination, accrued sick leave will be paid as provided in Article 18 of this Agreement

Section 3. Use of Sick Leave: Employees must inform their supervisor at the earliest possible time when they will be absent due to illness or injury. Sick leave shall be granted only in case of necessity and actual sickness or disability injury to the employee or for dental appointments and physical examinations. Dental appointments and physical examinations must receive prior approval by the employee's supervisor.

Sick leave, vacation, or leave without pay shall be granted in the case of attending to the employee's spouse/partner, child, parent/stepparent, sibling, or grandparent/step grandparent. A doctor's certificate may, at the discretion of the City Administrator, be required for sick family member's absence. All doctor's certificates required by this section will be obtained at the employee's expense.

Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 100 hours in any 12-month period.

Section 4. Worker's Compensation: In case of disability caused by sickness or injury and covered by Worker's Compensation, the City will compensate the employee the difference between their regular base pay and that received from Workers' Compensation payments, but never for a longer period than their accumulated sick leave. In such case, the time deducted from accumulated sick leave shall be in the same amount as the proportion of wages paid by the City as to the entire base pay of the employee. No sick leave will be paid to employees while actually working for others.

Section 5. Return to Work — Dr. Note Required A doctor's certificate may be required for sick leave absence. Sick leave without pay may be granted at the City Administrator's discretion after earned sick leave with pay has been exhausted.

ARTICLE 18 – SEVERANCE PAY

Section 1: Regular, full-time employees who leave the municipal service in good standing after giving at least two (2) weeks' advance notice shall receive severance pay in accordance with Section 2.

Section 2: Types of termination and qualification for severance.

- a. Procedure: regular full-time employees who leave the municipal service voluntarily in good standing after giving at least two (2) weeks' notice or who receive an Involuntary Elimination from the City shall be granted severance pay of unused sick time the employee may have based on the following conditions and rates below.
 - a) Involuntary Elimination,
 - b) Retirement — Voluntary and in good standing,
 - c) Voluntary retirement or termination of employment due to health reasons, service connected injury, or illness,
 - d) Voluntary in good standing.

- b. **Unauthorized Absence:** unauthorized absence from work for a period of three (3) consecutive working days shall be considered by the City Administrator as a voluntary termination not in good standing.
- c. **Rate of Severance Pay:** upon termination of employment, employees with a minimum of five years of continuous employment shall be entitled to receive payment of 50% of sick leave up to a maximum of 400 hours of payout (this calculates to a sick leave balance of up to 800 hours) at termination. Such payment for unused sick leave shall be made based on the employee's hourly rate at the time of separation. The employer will provide, as an option, a lump sum payout of all unused, earned vacation pay at retirement.
- d. For employees with a severance pay pay-out of 100 hours or more shall have 50% of their severance paid into a Post-Retirement Healthcare Savings Account administered through MSRS.

ARTICLE 19 – FUNERAL LEAVE

Section 1: Upon notice to the immediate supervisor, all regular full-time employees shall be granted five (5) paid days of leave for death or funerals in the immediate family. Immediate family is defined as spouse, children, parents, siblings, grandparents and corresponding in-laws and corresponding step-relatives.

Section 2: Other types of leave:

- a. Upon notice to the immediate supervisor, all regular full-time employees shall be granted two (2) days of leave for death or funerals of other family members. Other family members shall be defined as aunts, uncles, nieces, nephews, and cousins.
- b. Upon notice to the immediate supervisor, one (1) day of leave shall be granted for death or funeral of relatives or friends.
- c. Other funeral time off with pay may be granted at the discretion of the City administrator.
- d. Leave as granted under Article 19, Section 2, shall be deducted from that employee's accrued sick leave, vacation, personal leave, compensatory time, or maybe without pay.

ARTICLE 20 – INSURANCE

Section 1: Employer Contribution. The Employer shall provide a contribution toward the cost of health insurance, term life insurance, short term and long term disability, and dental insurance on behalf of regular full and part-time employees.

Section 2: The insurance carrier shall be selected by the Employer. The employer shall, following a meet and confer with the Union, determine the type and level of coverage provided e.g. co-pay plan, Health Savings Account, etc.

Section 3: Contribution Amounts.

- a. In 2022, the Employer shall provide up to \$1,280 per month to regular full-time employees for coverage stated in Section 1 above. An employee who elects coverage under the Health Savings Account that, combined with other benefits, results in a total cost that is less than the contribution level, shall have the balance applied toward their Health Savings Account up to a maximum of \$2,500 for the year, or \$208 per month. This amount shall be deposited in to the members HSA account at the start of the New Year. Regular part-time employees working more than 20 hours per week shall be entitled to pro-rated contribution. The Employer and Union agree to reopen negotiations for the 2023 and 2024 Employer contribution amount.

Section 4: Deductibility of insurance premiums as pre-tax dollars for employees covered by this agreement shall be available as permitted by Internal Revenue Service regulations.

Section 5: For regular full-time employees that opt-out of the Employer sponsored health plan, the Employer shall pay \$100 per month. To qualify, the employee must provide proof of alternative coverage such as through a spouses plan.

Section 6: In accordance with M.S. Statute 471.61, Subdivision 2(b) as may be amended, an employee who elects to retire early shall be allowed to continue to participate in the Employers group health insurance plan at the employee's expense.

ARTICLE 21 – VACATION

Section 1. Accrual. Regular full-time employees shall accrue paid vacation on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ACCRUED VACATION HOURS</u>
Start through five (5) years	96 hours (8 hours per month – 12 days)
Start of six (6) years through nine (9) years	120 hours (10 hours per month – 15 days)
Start of 10 th year through 19 th year	160 hours (13.33 hours per month – 20 days)
Start of 20 th year through 29 th year	200 hours (16.667 hours per month – 25 days)
Start of 30 th year and beyond	240 hours (20 hours per month – 30 days)

Section 2. Length of Continuous Service. Length of continuous service for the purpose of determining vacations is calculated from the date of full-time employment with the Employer.

Section 3. Probationary Employees. Probationary employees shall accrue paid vacation time, but shall not be allowed to take vacation leave until after completion of the initial probationary period.

Section 4. Choice of Vacation and Approval Required. Preference in choosing vacation time is given on the basis of length of continuous service for the first ten (10) days (80 hours) of vacation. An employee with more than ten (10) days (80 hours) of accrued vacation will be allowed to choose additional vacation time only after all other regular full-time employees have made their initial choices. Preference in choosing vacation time beyond the initial selection will be given on the basis of length of continuous service. Vacation leave may only be taken after prior approval has been granted by the Employer-designated representative.

Section 5. Vacation Salary Advance. Employees may request vacation salary in advance for the period during which they will be away. A vacation salary advance request must be submitted by the employee to the Employer-designated representative one (1) week in advance of the vacation period.

Section 6. Payment in Lieu of Vacation. Employees continuing in the Employers employment shall not be given pay in lieu of vacation. Employees in good standing at the time they separate employment shall cash out any accrued vacation.

Section 7. Vacation Carry Over. Each employee may carry over to the next year a number of vacation days based on the following formula: two (2) times the annual rate of accrual on December 31.

Section 8. Pro-Rata Vacation. Regular part-time employees will receive paid vacation on a pro-rata basis.

ARTICLE 22 – HOLIDAYS

Section 1. Paid Holidays. Regular full-time employees shall be provided with the following holidays:

<u>HOLIDAY</u>	<u>WHEN OBSERVED</u>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (half day – 4 hours)	December 24 th
Christmas Day	December 25 th
Good Friday (half day – 4 hours)	Friday before Easter Sunday
Personal Leave Day	As provided in Section 2 of this Article

Section 2. Personal Leave Day. An employee may take the personal leave day with the prior approval of the Employer-designated representative. An employee shall request the personal leave day at least three (3) business days in advance. This requirement may be waived with the prior approval of the Employer-designated representative.

Section 3. Holidays Falling on Saturday or Sunday. When New Year's Day (January 1), Independence Day (July 4), or Christmas Day (December 25) fall on a Sunday, the following day (Monday) shall be observed as a holiday. When New Year's Day, Independence Day, or Christmas Day falls on a Saturday, the preceding day (Friday) shall be observed as a holiday.

When Christmas Eve falls on a Sunday the Friday before shall be considered the observed holiday.

Section 4. Holiday Call Outs. Call outs on actual holidays or observed holidays, will be paid at time and a half plus normal holiday pay, except as follows: Call-outs on Memorial Day, July 4, Labor Day, Thanksgiving Day and the actual or observed December 24, December 25, and January 1 holidays will be paid at double the base wage plus regular holiday pay.

This language clarifies that for these last three (3) holidays, double-time plus holiday pay will be paid for call-outs on the actual or observed days.

If during the term of this contract Juneteenth is recognized as a Holiday by the State Legislature the Holiday will be added to the list of holidays.

ARTICLE 23 – LEAVES

Section 1. Child and Parental. The Employer shall grant leave for children's school activities and parenting leave in accordance with Minnesota Statute 181.940 — 181.943 as may be amended and, in the case of parenting leave any federal law or regulation.

Section 2. An employee who is temporarily disabled due to pregnancy or childbirth may use sick leave in accordance with Article 17 — Sick Leave.

ARTICLE 24 - UNIFORMS

Section 1. The Employer shall provide five (5) clean uniforms, consisting of shirts and pants to each regular full-time employee each week. Refer to MOU-Uniforms.

Section 2. The Employer will provide for each employee up to \$250.00 on an annual basis toward the purchase of ANSI Certified safety boots and \$100.00 for the cost of prescription safety eyewear. Payment will be reimbursed to the employee upon providing to the Director of Public Works a receipt of payment.

Section 3. The Employer will provide \$125 to each employee on an annual basis on or as near January 1st as possible, for the purchase of coveralls and cold weather gear. It will be the responsibility of each employee to obtain, maintain and wear this gear at appropriate times.

Section 4. Each full-time employee shall receive up to one-hundred dollars (\$100) for knee high rubber boots for the life of the contract.

ARTICLE 25 – OVERTIME PAY

Section 1. Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1.50) times the employee's regular base pay rate.

Section 2. Overtime will be distributed in order of seniority with the most senior employee, subject to conditions stated in Article 13, Section 3 (unusual circumstances).

Section 3. Overtime refused by employees will, for record keeping purposes under Section 2, be considered as unpaid overtime worked.

Section 4. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 5. At the option of the Employer, employees may take compensatory time off in lieu of overtime pay. Compensatory time off will be provided at the same rate as overtime pay. Compensatory time may accumulate to a maximum of eighty (80) hours. Overtime hours worked in excess of the eighty (80) cap will be paid at one and one-half (1.50) time the base pay for the two week period in which they are worked. Compensatory time off must have the prior approval of the Employer-designated representative. Members of bargaining unit shall be allowed to cash out compensatory time balances in one (1) hour increments. The bargaining unit employees shall make such request on time reporting form, when reporting times are turned in.

Section 6. An employee may use up to eight (8) hours of compensatory time in any two-week period to be considered as "time worked" for the purposes of qualifying for overtime compensation during that pay period.

ARTICLE 26 – PREMIUM PAY

Section 1. When an employee is called in to work a shift on an emergency basis at a time other than the normal 7:00 a.m. to 3:30 p.m., the Employer agrees to pay said employee a premium of \$6.00 over and above the normal base rate for each hour worked outside the normal work day, except all hours worked over eight (8) in a day will be paid at the rate of one and one-half (1.50) times the employee's base rate.

Section 2. Premium pay is not paid in addition to overtime pay. It does not apply to holidays and observed holidays.

ARTICLE 27 – CALL BACKS

Section 1. Call-Back: An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1.50) times the employee's base rate of pay.

Section 2. On-Call Compensation: Employees who are scheduled to work Call Backs as determined by the Employer shall receive an additional twelve (12) hours of straight time (or compensatory time) per on-call status per division (public works services or utility). On-call pay will be paid at the base pay rate ("Straight Time"), and may be accumulated as a compensatory time at that rate at the request of the employee. All employees who are required to be available for holiday call-backs shall be paid an additional two (2) hours pay per holiday. Employees may elect to use compensatory time off in lieu of holiday pay in accordance with Article 24 — Overtime Pay, Section 5.

Section 3. To receive compensation described in Section 2, the individual on-call must be available for an immediate response by telephone and must respond in an appropriate time period and manner when the situation requires a personal response.

Section 4. Call-Back Procedure:

- a. Call-back sequence. In the event that personnel are required beyond the Utility on-call employee or the Public Works Service on-call employee, the sequence of call-backs would
 1. The other employee on-call would be called back.
 2. The supervisor — the Director of Public Works or the Utility Lead — would be notified.
 3. The remaining employees would be called back on the basis of seniority.

- b. Call-backs outside of sequence. The Director of Public Works, or the supervisor in the absence of the Director, shall have authority to call out specific individuals, based on need, where specific expertise or job responsibility is required for the situation. This procedure is to be utilized sparingly and on an as needed basis.

ARTICLE 28 – WAIVER

Section 1. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

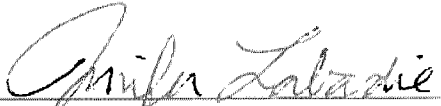
Section 2. The parties mutually agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of the Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 29 – DURATION AND EFFECTIVE DATE


This Agreement shall be effective as of the 1st day of January 2022 and shall remain in full force and effect to and including the 31st day of December 2024 subject to the right on the part of the Employer to the Union to open this agreement by written notice to the other party not later than September 1st of the final year of the Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

This Agreement is entered into on this 27th day of September, 2021.

For the City of Shorewood

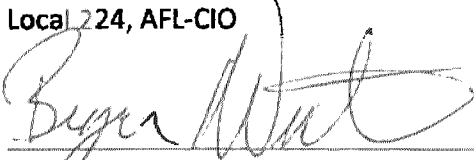


Jennifer Labadie, Mayor

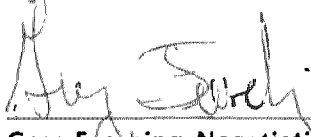


Greg Lerud, City Administrator

For the American Federation of State,
County and Municipal Employees, Council 5,
Local 224, AFL-CIO



Bryce Wickstrom, Field Representative




Greg Fasching, Negotiation Team Member



Negotiation Team Member



Robert F. Hanson
Negotiation Team Member



Bart Andersen, Field Director

APPENDIX A – WAGE SCHEDULE

Section 1. Wages for **2022** shall increase over the 2021 wages by 3% as shown in the table below:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 years	After 4 Years	After 5 Years
LEO	\$27.76	\$28.77	\$29.78	\$30.83	\$31.81	\$32.85	\$33.86
Shop Tech	\$28.39	\$29.40	\$30.42	\$31.46	\$32.43	\$33.48	\$34.48
Utility Operator	\$29.02	\$30.02	\$31.04	\$32.08	\$33.06	\$34.10	\$35.11
Utility Lead	\$31.21	\$32.36	\$33.50	\$34.66	\$35.79	\$36.89	\$38.08

Section 2. Wages for **2023** shall increase over the 2022 wages by 3% as shown in the table below:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 years	After 4 Years	After 5 Years
LEO	\$28.59	\$29.63	\$30.67	\$31.75	\$32.76	\$33.84	\$34.88
Shop Tech	\$29.24	\$30.28	\$31.33	\$32.40	\$33.40	\$34.48	\$35.51
Utility Operator	\$29.89	\$30.92	\$31.97	\$33.04	\$34.05	\$35.12	\$36.16
Utility Lead	\$32.15	\$33.33	\$34.51	\$35.70	\$36.86	\$38.00	\$39.22

Section 3. Wages for **2024** shall increase over the 2023 wages by 3% as shown in the table below:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 years	After 4 Years	After 5 Years
LEO	\$29.45	\$30.52	\$31.59	\$32.70	\$33.74	\$34.86	\$35.93
Shop Tech	\$30.12	\$31.19	\$32.27	\$33.37	\$34.40	\$35.51	\$36.58
Utility Operator	\$30.79	\$31.85	\$32.93	\$34.03	\$35.07	\$36.17	\$37.24
Utility Lead	\$33.11	\$34.33	\$35.55	\$36.77	\$37.97	\$39.14	\$40.40

***Note:** An Additional \$.50 per hour for Shop Tech and \$1.00 per hour for Utility Operator is included in table above.

****Note: Employees who are required to obtain and maintain certificates/licenses for their department (i.e. Water System Class C Operator License and Wastewater System Class C Operator License) will be compensated at an additional \$.50 per hour per certificate/license.**

Section 4. At the sole discretion of the Employer, an employee may be temporarily assigned to the job classification of Utility Lead Worker by the employee's supervisor to perform the full duties and responsibilities of that classification. The employee shall be paid at a rate of pay that corresponds to the employee's current step on the Utility Lead pay schedule.

Section 5. Progression. Normally an employee would be hired at Step 1 of the wage table.
After completing probation, (6 months), an employee would go to Step 2 of the wage table.
After completing one (1) year an employee would go to Step 3 of the wage table
After completing two (2) years an employee would go to Step 4 of the wage table
After completing three (3) years an employee would go to Step 5 of the wage table
After completing four (4) years an employee would go to Step 6 of the wage table
After completing five (5) years an employee would go to Step 7 of the wage table

Upon notice to the Union with reasons for doing so, anytime within the employee's first 18 months of service, the employer may skip the employee a maximum of two steps. A maximum of two steps may be skipped under recommendation of the Director of Public Works and approval of the City Administrator. The employee shall then continue to move through the salary schedule on the annual anniversary date of their employment. The Union agrees that actions taken by the employer under this section shall not be subject to grievance or arbitration.

Section 6. Licensure:

- a. Employees who have and maintain a valid Class C water system operator's license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- b. Employees who have and maintain a valid Class C Wastewater system operator's license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- c. Employees who have and maintain a valid Pesticide license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- d. The Shop Technician will receive \$200.00 per year for holding and maintaining the

Minnesota Department of Transportation Commercial Vehicle Inspection Certificate. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.

- e. The employees who are covered by this provision of the agreement are responsible to renew their license on a regular basis, as required by the licensure organization; and subsequently provide a copy of their paperwork including forms, license, and request for reimbursement to the Finance Department.
- f. An employee, who fails to provide the necessary paperwork and materials to the Finance Department in order to renew the license, will have their compensation reduced in accordance with the agreement until the employee obtains valid licensure.
- g. If the employee fails to pass the exam and does not qualify for the appropriate work related license, the employee's compensation will be reduced in accordance with the Agreement.

SENIORITY LIST

2021

EMPLOYEE NAME	JOB CLASSIFICATION	SENIORITY DATE
Brad Mason	Shop Technician	06-01-1998
Bruce Stark	Light Equipment Operator	05-19-2001
Christopher Pounder	Light Equipment Operator	10-01-2004
Greg Fasching	Utility Operator	10-01-2010
Robert Hanson	Utility Operator	01-06-2014
Christopher Heitz	Light Equipment Operator	05-18-2017
Luke Weber	Utility Operator	04-30-2020
Tim Kosek	Utility Operator	07-20-2020

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 21 – 112

**A RESOLUTION APPROVING A CONTRACT WITH AFSCME, COUNCIL 5, LOCAL
225, SHOREWOOD PUBLIC WORKS EMPLOYEES**


WHEREAS, the city recently completed negotiations with the public works union representatives for a tentative three-year contract; and,

WHEREAS, those negotiations resulted in the contract included with this Resolution; and,

WHEREAS, the members of the union have voted to approve the contract,

NOW THEREFORE, BE IT RESOLVED by the Shorewood City Council, that the council hereby approves the contract as presented and included with this Resolution.

Adopted this 27th day of September, 2021.

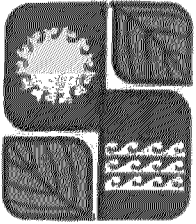


Jennifer Labadie, Mayor

ATTEST:



Sandie Thone, City Clerk



ATTACHMENT B

CITY OF

SHOREWOOD

5755 COUNTRY CLUB ROAD, SHOREWOOD, MINNESOTA 55331-8927 • 952.960.7900
FAX: 952.474.0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

March 20, 2020

Via: Email

Luke Weber
842 Goldfinch
Waconia, MN 55387

Dear Luke

Please consider this letter a conditional offer of employment as LEO – Utilities for the City of Shorewood. Here are the terms of the offer:

1. Starting salary of \$30.25. This is the “After step 2” amount in the contract. In addition, your water and wastewater licenses provide \$0.50 per license per hour.
2. Six-month probationary appointment with performance review at the end of six months.
3. All other benefits governed by the union contract and city personnel policy. Position is eligible for health, dental, life, and short/long term disability insurances. City presently contributes \$1,180 per month towards those premiums. In addition, you would receive sick and vacation leave on the same schedule as all other employees. We are happy to answer any questions you have about the benefits.

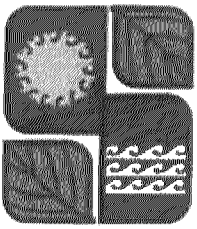
This offer is conditional on the city receiving a favorable background criminal check from South Lake Minnetonka Police Department, completion of a physical and drug test with results acceptable to the city, and approval by the Shorewood City Council.

Please call me at (952) 960-7905 or email at glrud@ci.shorewood.mn.us if you have any questions. We look forward to you joining our staff.

Sincerely,

/S/

Greg Lerud
Shorewood City Administrator



ATTACHMENT C

CITY OF

SHOREWOOD

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

FAX: 952.474.0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

July 6, 2020

Via: Email

Tim Kosek
161 5th Street South
Winsted, MN 55395

Dear Tim,

Please consider this letter a conditional offer of employment as LEO – Utilities for the City of Shorewood. Here are the terms of the offer:

1. Starting salary of \$30.25. This is the “After year 2” amount in the contract. Your water and wastewater licenses provide an additional \$0.50 per license per hour.
2. Six-month probationary appointment with performance review at the end of six months.
3. All other benefits governed by the union contract and city personnel policy. Position is eligible for health, dental, life, and short/long term disability insurances. City presently contributes \$1,180 per month towards those premiums. In addition, you would receive sick and vacation leave on the same schedule as all other employees. We are happy to answer any questions you have about the benefits.

This offer is conditional on the city receiving a favorable background criminal check from South Lake Minnetonka Police Department, completion of a physical and drug test with results acceptable to the city, and approval by the Shorewood City Council.

Please call me at (952) 960-7905 or email at glerud@ci.shorewood.mn.us if you have any questions. We look forward to you joining our staff.

Sincerely,

Greg Lerud

Shorewood City Administrator

ATTACHMENT D

Tim Kosek

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
7/20/2020	After 2 Years	30.25	1.00	31.25	utility operator	
1/1/2021	After 2 Years	31.15	1.00	32.15	utility operator	
1/20/2021	After 3 Years	32.10	1.00	33.10	utility operator	
7/20/2021	After 4 Years	33.11	1.00	34.11	utility operator	
1/1/2022	After 4 Years	34.10	1.00	35.10	utility operator	
1/1/2023	After 5 Years	36.16	0.00	36.16	utility operator	
7/20/2023	After 5 Years	36.16	1.00	37.16	utility operator	

Luke Weber

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
4/30/2020	After 2 Years	30.25	0.00	30.25	utility operator	
7/6/2020	After 2 Years	30.25	1.00	31.25	utility operator	
1/1/2021	After 2 Years	31.15	1.00	32.15	utility operator	
4/30/2021	After 3 Years	32.10	1.00	33.10	utility operator	
1/1/2022	After 3 Years	33.06	1.00	34.06	utility operator	
4/30/2022	After 4 Years	34.10	1.00	35.10	utility operator	
1/1/2023	After 5 Years	36.16	0.00	36.16	utility operator	
4/30/2023	After 5 Years	36.16	1.00	37.16	utility operator	

Rob Hanson

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
1/6/2014	After 2 Years	24.93	0.00	24.93	LEO	
8/6/2014	After 3 Years	25.73	0.00	25.73	LEO	
1/1/2015	After 3 Years	26.24	0.00	26.24	LEO	
9/21/2015	After 3 Years	26.24	0.50	26.74	LEO	
10/1/2015	After 4 Years	27.10	0.50	27.60	LEO	
1/1/2016	After 4 Years	27.64	0.50	28.14	LEO	
1/6/2016	After 5 Years	28.49	0.50	28.99	LEO	
7/11/2016	After 5 Years	29.55	0.00	29.55	utility operator	
1/1/2017	After 5 Years	30.29	0.00	30.29	utility operator	
1/1/2018	After 5 Years	31.20	0.00	31.20	utility operator	
1/1/2019	After 5 Years	32.14	0.00	32.14	utility operator	
1/1/2020	After 5 Years	33.10	0.00	33.10	utility operator	
1/1/2021	After 5 Years	34.09	0.00	34.09	utility operator	
1/1/2022	After 5 Years	35.11	0.00	35.11	utility operator	
1/1/2023	After 5 Years	36.16	0.00	36.16	utility operator	

Bruce Stark

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
1/1/15	After 5 Years	27.93	0.00	27.93	LEO	
1/1/16	After 5 Years	28.49	0.00	28.49	LEO	
1/1/17	After 5 Years	29.20	0.00	29.20	LEO	
1/1/18	After 5 Years	30.08	0.00	30.08	LEO	
1/1/19	After 5 Years	30.98	0.00	30.98	LEO	
1/1/20	After 5 Years	31.91	0.00	31.91	LEO	
1/1/21	After 5 Years	32.87	0.00	32.87	LEO	
1/1/22	After 5 Years	33.86	0.00	33.86	LEO	
2/15/22	After 5 Years	35.11	0.00	35.11	utility operator	
1/1/23	After 5 Years	36.16	0.00	36.16	utility operator	

Greg Fasching

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
1/1/2015	After 5 Years	28.97	0.00	28.97	utility operator	
1/1/2016	After 5 Years	29.55	0.00	29.55	utility operator	
1/1/2017	After 5 Years	30.29	0.00	30.29	utility operator	
1/1/2018	After 5 Years	31.20	0.00	31.20	utility operator	
1/1/2019	After 5 Years	32.14	0.00	32.14	utility operator	
1/1/2020	After 5 Years	33.10	0.00	33.10	utility operator	
1/1/2021	After 5 Years	34.09	0.00	34.09	utility operator	
1/1/2022	After 5 Years	35.11	0.00	35.11	utility operator	

Joe Lugowski

Effective Date	Wage Schedule	Base Rate	Additional		Total Rate	
			For License			
1/1/2014	After 5 Years	28.40	0.00	28.40	utility operator	
1/1/2015	After 5 Years	28.97	0.00	28.97	utility operator	
1/1/2016	After 5 Years	29.55	0.00	29.55	utility operator	
1/1/2017	After 5 Years	30.29	0.00	30.29	utility operator	
1/1/2018	After 5 Years	31.20	0.00	31.20	utility operator	

ATTACHMENT E

MEMORANDUM

TO: David North, AFSCME Council No. 14 Business Agent
Joe Lugowski, Steward
Dan Randall, Member

FROM: Craig W. Dawson, City Administrator

DATE: April 16, 2003

SUBJECT: Tentative Settlement on Revisions to 2002-2003 Labor Agreement

We are pleased that our 2.5 months of discussion have come to a tentative settlement on revisions to our current Agreement. These terms result from changes related to the responsibilities of employees who perform duties which require licensure in the City's water and sanitary sewer utilities.

The effect of the settlement would be the creation of a Utility Division within the Public Works Department.

Revisions to Appendix A of the Agreement will reflect that:

- There will be a new job classification, **Utility Operator**. Fully-qualified employees must possess a Class C Minnesota Water Operator License and a Class C Minnesota Sewer Operator License.
- The Utility Operator compensation will be \$0.50 per hour more than the Light Equipment Operator & Laborer schedule effective January 1, 2003. (This adjustment would be made retroactively.)
- The Utility Operator compensation will be \$1.00 per hour more than the Light Equipment Operator & Laborer schedule effective August 1, 2003.
- The Working Foreman schedule will be retitled to "Utility Lead Worker".

Revisions to ARTICLE XXVII – CALL BACKS AND ON-CALL would be as follows (with new provisions underlined):

Section 2: A ~~n~~ Light Equipment Operator & Laborer employee who is scheduled to work call backs (i.e., on-call status) as determined by the EMPLOYER shall receive an additional four (4) hours of pay per week. All employees who are required to be available for holiday call backs shall be paid an additional two hours' pay per holiday. The Light Equipment Operator & Laborer employee may elect to use compensatory time off in lieu of holiday pay in accordance with ARTICLE XXIV – OVERTIME PAY, Section 5.

A Utility Operator employee who is scheduled to work call backs (i.e., on-call status) as determined by the Employer shall receive \$100 per week of on-call status. All employees who are required to be available for holiday call backs shall be paid an additional two hours' pay per holiday.

Please let me know if you believe I have misunderstood the terms of our tentative agreement. If you have other wording you believe should be used, please provide the wording you prefer.

c: Larry Brown, Director of Public Works/City Engineer

APPENDIX B

REVISIONS TO 2002-2003 LABOR AGREEMENT AFSCME COUNCIL 14, LOCAL 224, AND THE CITY OF SHOREWOOD AS AGREED MAY 12, 2003

During the discussions leading to the approval of this Agreement, the parties concurred that the terms of the Agreement would be reviewed and revised as appropriate should the City decide that its staff would perform the duties necessary to operate and maintain the water utility and sanitary sewer utility systems. During 2002, the City informed its contractor, Munitech, Inc., that the agreement for services would be terminated at the end of 2002. On January 1, 2003, City employees began to perform the operations and maintenance responsibilities for these utility systems.

The UNION and the CITY hereby agree that the Agreement in effect from January 1, 2002, through December 31, 2003, shall be modified as detailed herein.

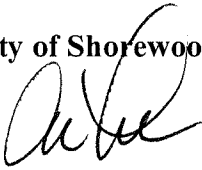
- The job classification of **Utility Operator** shall be recognized. Fully-qualified employees must possess a Class C Minnesota Water Operator License and a Class C Minnesota Sewer Operator License.
- The Utility Operator compensation will be \$0.50 per hour more than the Light Equipment Operator & Laborer schedule effective January 1, 2003. This adjustment shall be paid retroactive to January 1, 2003.
- The Utility Operator compensation will be \$1.00 per hour more than the Light Equipment Operator & Laborer schedule effective August 1, 2003.
- The Working Foreman schedule in Appendix A will be retitled to "Utility Lead Worker".

Revisions to ARTICLE XXVII – CALL BACKS AND ON-CALL shall be as follows (with new provisions underlined):

Section 2: A ~~an~~ Light Equipment Operator & Laborer employee who is scheduled to work call backs (i.e., on-call status) as determined by the EMPLOYER shall receive an additional four (4) hours of pay per week. All employees who are required to be available for holiday call backs shall be paid an additional two hours' pay per holiday. The Light Equipment Operator & Laborer employee may elect to use compensatory time off in lieu of holiday pay in accordance with ARTICLE XXIV – OVERTIME PAY, Section 5.

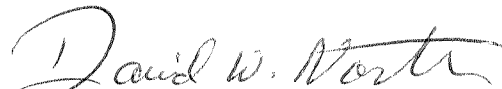
A Utility Operator employee who is scheduled to work call backs (i.e., on-call status) as determined by the Employer shall receive \$100 per week of on-call status. All employees who are required to be available for holiday call backs shall be paid an additional two hours' pay per holiday.

For the City of Shorewood

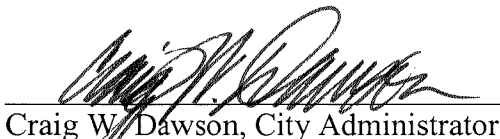


Woody Love, Mayor

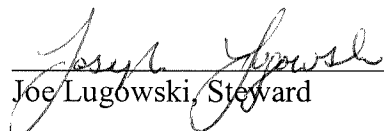
For Local 224, Council 14, AFSCME



David North, Business Representative



Craig W. Dawson, City Administrator



Joe Lugowski, Steward

ATTACHMENT F

**AGREEMENT
BETWEEN
CITY OF SHOREWOOD, MINNESOTA
AND
LOCAL 224, COUNCIL 14
OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO
January 1, 2004**

AGREEMENT

This AGREEMENT is entered into by and between the CITY OF SHOREWOOD, MINNESOTA, a municipal corporation, hereinafter referred to as the EMPLOYER, and LOCAL 224, COUNCIL 14, of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION.

JANUARY 1, 2004 - DECEMBER 31, 2005

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ARTICLE XXVIII - WAIVER

Section 1: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

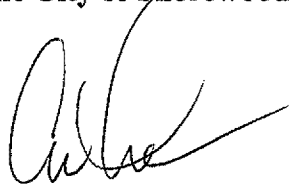
Section 2: The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of the AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXIX - DURATION AND EFFECTIVE DATE

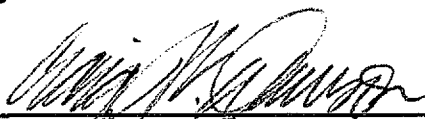
This AGREEMENT shall be effective as of the 1st day of January, 2004, and shall remain in full force and effect to and including the 31st day of December, 2005, subject to the right on the part of the EMPLOYER or the UNION to open this AGREEMENT by written notice to the other party, not later than September 1st of the final year of the AGREEMENT. Failure to give such notice shall cause this AGREEMENT to be renewed automatically for a period of twelve (12) months from year to year.

AGREEMENT entered into this 9th day of December, 2003.

For the City of Shorewood:

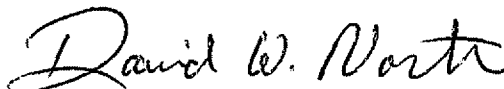


Woody Love
Mayor

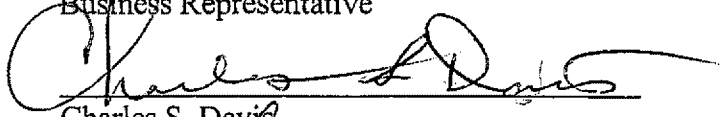


Craig W. Dawson
City Administrator

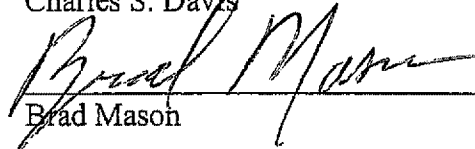
**For Local 224, Council 14,
American Federation of State, County,
and Municipal Employees, AFL-CIO:**



David North
Business Representative



Charles S. Davis



Brad Mason

APPENDIX A

- I. The following hourly wage rates shall be effective beginning January 1, 2004, and reflects the increases as follows:

1/1/2004 - 1.50%
 7/1/2004 - 1.50%
 1/1/2005 - 1.50%
 7/1/2005 - 1.50%

JOB CLASSIFICATION

Light Equipment Operator & Laborer

Date	Start	6 mo	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr
1/04	17.10	17.72	18.35	18.97	19.60	20.24	20.85
7/04	17.36	17.99	18.63	19.25	19.89	20.54	21.16
1/05	17.62	18.26	18.90	19.54	20.19	20.85	21.48
7/05	17.88	18.53	19.19	19.84	20.49	21.16	21.80

Utility Lead Worker

Date	Start	6 mo	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr
1/04	19.22	19.93	20.63	21.35	22.05	22.76	23.46
7/04	19.51	20.23	20.94	21.67	22.38	23.10	23.81
1/05	19.81	20.54	21.26	21.99	22.71	23.44	24.17
7/05	20.10	20.84	21.58	22.32	23.05	23.80	24.53

At the sole discretion of the Employer, an employee may be assigned to the job classification of Utility Lead Worker by the employee's supervisor to perform the full duties and responsibilities of that classification. In case of such assignment, the employee shall be paid at a rate of pay that corresponds to the employee's current step on the Working Foreman's pay schedule.

1. Normally, an employee would be hired at Step 1 - 82% of the TOP.
2. After probation (6 months), an employee would go to Step 2 - 85% of the TOP.
3. After 1 year, an employee would go to Step 3 - 88% of the TOP.
4. After 2 years, an employee would go to Step 4 - 91% of the TOP.
5. After 3 years, an employee would go to Step 5 - 94% of the TOP.
6. After 4 years, an employee would go to Step 6 - 97% of the TOP.
7. After 5 years, an employee would go to Step 7 - 100% of the TOP.

Upon notice to the Union with reasons for doing so, the Employer may hire qualified new employees at a step other than Step 1. The employee shall then continue to move through the salary schedule on the annual anniversary date of their employment. A step may be skipped under recommendation of the Director of Public Works and approval of the City Administrator.

II. Additional Compensation for Licensure:

Employees will receive \$200.00 per year for holding a valid Water System "Class C" Operator License.

Employees will receive \$200.00 per year for holding a valid Wastewater System "Class C" Operator License.

The City will pay all costs for initial training and any cost to maintain the license.

III. Utility Operator: Fully-qualified employees must possess a Class C Minnesota Water Operator License and a Class C Minnesota Sewer License. The Utility Operator compensation will be \$1.00 per hour than the Light Equipment Operator & Laborer schedule.

CITY OF SHOREWOOD

Public Works Department

Seniority List

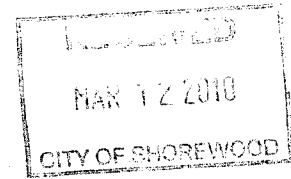
January 2004

<u>Employee Name</u>	<u>Job Classification</u>	<u>Seniority Date</u>
Daniel J. Randall	Utility Lead Worker	07-01-73
Dennis Johnson	Light Equipment Operator	01-01-74
Charles S. Davis	Light Equipment Operator	07-15-85
Joseph P. Lugowski	Utility Operator	12-14-87
Brad Mason	Light Equipment Operator	06-01-98
Bruce Stark	Utility Operator	01-19-01
Terry ("Red") Tower	Light Equipment Operator	11-19-01

ATTACHMENT G

AGREEMENT

BETWEEN



CITY OF SHOREWOOD, MINNESOTA

AND

LOCAL 224, COUNCIL 5

OF THE

AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

JANUARY 1, 2010 – DECEMBER 31, 2011

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ARTICLE 29 – DURATION AND EFFECTIVE DATE

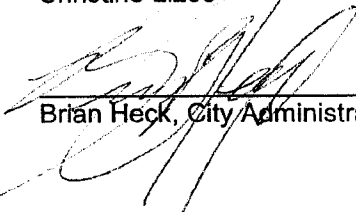
This Agreement shall be effective as of the 1st day of January 2010 and shall remain in full force and effect to and including the 31st day of December 2011 subject to the right on the part of the Employer or the Union to open this agreement by written notice to the other party not later than September 1st of the final year of the Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

This Agreement is entered into on this 22 day of MARCH, 2010

For the City of Shorewood



Christine Lizee



Brian Heck, City Administrator/Clerk

For Local 224, Council 5
American Federation of State, County and
Municipal Employees, AFL-CIO



Carole Gerst, Business Representative



Brad Mason, Negotiating Team Member



Dan Randall, Negotiating Team Member

APPENDIX A – WAGE SCHEDULE

Section 1. Wages for 2010 shall remain the same as 2009 as shown in the table below.

Classification	Start	2010					
		Six Months	After one year	After 2 years	After 3 Years	After 4 Years	After 5 Years
LEO	\$20.94	\$21.71	\$22.48	\$23.25	\$24.01	\$24.79	\$25.54
Shop Tech	\$21.44	\$22.21	\$22.98	\$23.75	\$24.51	\$25.29	\$26.04
Utility Operator	\$21.94	\$22.71	\$23.48	\$24.25	\$25.01	\$25.79	\$26.54
Utility Lead	\$23.55	\$24.42	\$25.28	\$26.15	\$27.01	\$27.83	\$28.74

***Note: An Additional \$.50 per hour for Shop Tech and \$1.00 per hour for Utility Operator is included in table above.**

****Note: Employees who are required to obtain and maintain certificates/licenses for their department (i.e. Water System Class C Operator License and Wastewater System Class C Operator License) will be compensated at an additional \$.50 per hour per certificate/license.**

Section 2. Wages for 2011 shall increase over the 2010 wages by 2% as shown in the table below:

Classification	Start	2011					
		Six Months	After one year	After 2 years	After 3 Years	After 4 Years	After 5 Years
LEO	\$21.36	\$22.14	\$22.93	\$23.72	\$24.49	\$25.29	\$26.05
Shop Tech	\$21.87	\$22.65	\$23.44	\$24.23	\$25.00	\$25.80	\$26.56
Utility Operator	\$22.38	\$23.16	\$23.95	\$24.74	\$25.51	\$26.31	\$27.07
Utility Lead	\$24.02	\$24.91	\$25.79	\$26.67	\$27.55	\$28.39	\$29.31

Section 3. At the sole discretion of the Employer, an employee may be temporarily assigned to the job classification of Utility Lead Worker by the employee's supervisor to perform the full duties and responsibilities of that classification. The employee shall be paid at a rate of pay that corresponds to the employee's current step on the Utility Lead pay schedule.

Section 4. Progression. Normally an employee would be hired at Step 1 of the wage table. After completing probation, (6 months), an employee would go to Step 2 of the wage table. After completing one (1) year an employee would go to Step 3 of the wage table. After completing two (2) years an employee would go to Step 4 of the wage table.

After completing three (3) years an employee would go to Step 5 of the wage table
After completing four (4) years an employee would go to Step 6 of the wage table
After completing five (5) years an employee would go to Step 7 of the wage table

Upon notice to the Union with reasons for doing so, the Employer may hire qualified new employees at a Step other than Step 1. The employee shall then continue to move through the salary schedule on the annual anniversary date of their employment. A Step may be skipped under recommendation of the Director of Public Works and approval of the City Administrator.

Section 5. Licensure:

- a. Employees who have and maintain a valid Class C water system operator's license will receive \$200.00 per year. The additional compensation shall be paid upon verification of licensure and compensated in the first paycheck after July 1 of the current year.
- b. Employees who have and maintain a valid Class C Wastewater system operator's license will receive \$200.00 per year. The additional compensation shall be paid upon verification of licensure and compensated in the first paycheck after July 1 of the current year.
- c. The Shop Technician will receive \$200.00 per year for holding and maintaining the Minnesota Department of Transportation Commercial Vehicle Inspection Certificate. The additional compensation shall be paid upon verification of licensure and compensated in the first paycheck after July 1 of the current year.
- d. The employees who are covered by this provision of the agreement are responsible to renew their license on a regular basis, as required by the licensure organization; and subsequently provide a copy of their paperwork including forms, license, and request for reimbursement to the Finance Department.
- e. An employee, who fails to provide the necessary paperwork and materials to the Finance Department in order to renew the license, will have their compensation reduced in accordance with the agreement until the employee obtains valid licensure.
- f. If the employee fails to pass the exam and does not qualify for the appropriate work related license, the employee's compensation will be reduced in accordance with the Agreement.

SENIORITY LIST
2010

<u>Employee Name</u>	<u>Job Classification</u>	<u>Seniority Date</u>
Dan Randall	Utility Lead Worker	07-01-73
Charles Davis	Light Equipment Operator	07-15-85
Joseph Lugowski	Utility Operator	07-01-87
Brad Mason	Shop Technician	06-01-98
Bruce Stark	Light Equipment Operator	05-19-01
Terry "Red" Tower	Light Equipment Operator	11-19-01
Christopher Pounder	Light Equipment Operator	10-01-04
Bryan Backus	Utility Operator	11-02-09



TO: Rob Hanson, Tim Kosek, Bruce Stark and Luke Weber

FROM: Marc Nevinski, City Administrator
Sandie Thone, City Clerk/HR Director
Joe Rigdon, Finance Director
Matt Morreim, PW Director

DATE: October 17, 2023

SUBJECT: Utility Operator Pay Discrepancy Meeting Overview on October 11, 2023 and Employee Follow-Up

On Wednesday October 11, 2023, the following staff met at City Hall to discuss the utility operator pay discrepancy:

- Rob Hanson
- Bruce Stark
- Luke Weber
- Tim Kosek (via Teams)
- Marc Nevinski
- Sandie Thone (via Teams)
- Chris Heitz
- Matt Morreim

All staff met in the conference room. Matt Morreim provided everyone a copy of the October 11th memo with the subject "Utility Operator Pay Discrepancy" to review. Utility staff were provided with time and the conference room to review and discuss the memo. Marc, Chris, Matt and Sandie left the meeting. After 30+ minutes of review, Chris Heitz asked if utility staff was ready to discuss. Utility staff said they were ready and everyone joined the meeting again.

Once back together, Matt asked if there were any questions. Luke noted that he was told that Chris Pounder, Andy Eslinger and Dan Randall received the \$1.00 per hour additional compensation. Matt said that we would look into their compensation but it would most likely not change the outcome of the compensation correction. Joe Rigdon reviewed Chris, Andy and Dan's historical pay and did not note any time frame that an additional \$0.50 or \$1.00 per hour was paid.

There was general discussion regarding the content of the memo and Matt and Marc explained the information and decision laid out in the October 11th memo. Luke questioned why the \$1.00 additional compensation was not paid at the beginning of 2023. He also does not remember signing a personnel action form for the \$1.00 per increase on his anniversary. During the meeting, Matt communicated that he is unaware why the \$1.00 per hour fell off on January 1, 2023 for Luke and Tim. The additional \$1.00 per hour was added on both of their work anniversaries in 2023. Matt communicated that the appropriate backpay for the period of time from January 1, 2023 to their work anniversary was processed. Luke was unsure about receiving backpay and Matt told him that we would double check with accounting. Following the meeting, accounting discovered the following:

- Luke did not receive the additional \$1.00 per hour from 1/1/2023 to 4/30/2023 (anniversary). Backpay is owed to Luke in the amount of \$722.75 (Attachment 1)

- Tim did not receive the additional \$1.00 per hour from 1/1/2023 to 7/20/2023 (anniversary). Backpay is owed to Tim in the amount of \$1,183.75 (Attachment 2)

Towards the end of the meeting, the utility operators were asked about their thoughts on the memo and resolution proposed. Rob, Bruce and Tim were satisfied. Luke wanted to hear back on the aforementioned information before agreeing.

Following the meeting, accounting calculated the exact amount of backpay being recommended to compensate Bruce and Rob since Luke has been employed and received the additional \$1.00 per hour. Their findings are through October 15, 2023. Final backpay figures would need to be calculated through the day that the council approves the recommendations.

- Bruce Stark - \$3,577.25 (Attachment 3)
- Rob Hanson - \$8,524.50 (Attachment 4)

Moving forward, senior city staff will closely monitor all wage actions to avoid similar mistakes, ensure that the AFSCME contract and wage schedule is followed, and employees are paid correctly.

Payroll

Pay Type Register

User: finance
Printed: 10/15/2023 - 2:39PM
Check Date Range: 01/13/2023 to 05/08/2023
Period Date Range: All
Batch Info: All
Pay Types: All

WEBEL		<u>Hours</u>
	Weber, Luke James	
CP	Comp Time Payout	64.00
FUN	Funeral	15.00
HOL	Holiday Pay	28.00
OT	Overtime Pay	30.25
OT-PW-I	OT-Public Works-Ice/Snow	13.75
OT-PW-SE	OT-Public Works-Sewer	1.25
OT-PW-W	OT-Public Works-Water	4.00
PL	Personal Leave	8.00
PW-I	PWs-Ice/Snow Removal	91.50
PW-SE	PWs-Sewer	230.25
PW-ST	PWs-Street Maintenance	3.50
PW-SW	PWs-Storm Water	1.00
PW-W	PWs-Water	236.25
V	Vacation Used	36.00

Less: the number of hours on the 5/8/2023 payroll which included the \$1.00 licensing pay (included 4/30/23 to 5/7/23) -40.00

722.75

NOTE: the payroll of 1/3/2023 was excluded, since all of the hours in that payroll were for 2022 wages and included the \$1.00 licensing pay

Payroll

Pay Type Register

User: finance
Printed: 10/15/2023 - 3:17PM
Check Date Range: 01/13/2023 to 07/31/2023
Period Date Range: All
Batch Info: All
Pay Types: All

KOSET

		<u>Hours</u>
	Kosek, Timothy Mark	
CP	Comp Time Payout	139.00
FUN	Funeral	87.00
HOL	Holiday Pay	52.00
OT	Overtime Pay	10.00
OT-PW-I	OT-Public Works-Ice/Snow	17.00
OT-PW-ST	OT-Public Works-Street	0.25
OT-PW-W	OT-Public Works-Water	2.00
PAGER-SE	Pager - Sewer-PAY	8.00
PAGER-ST	Pager - Street-PAY	2.00
PAGER-WS	Pager - Water -PAY	13.00
PW-I	PWs-Ice/Snow Removal	73.00
PW-P	PWs-Park Maintenance	87.00
PW-SE	PWs-Sewer	141.00
PW-ST	PWs-Street Maintenance	220.50
PW-SW	PWs-Storm Water	35.00
PW-W	PWs-Water	273.00
S	Sick Used	61.50
V	Vacation Used	16.00

Less: the number of hours on the 7/31/2023 payroll which included the \$1.00 licensing pay
(included 7/20/23 to 7/30/23) -53.50

1,183.75

NOTE: the payroll of 1/3/2023 was excluded, since all of the hours in that payroll were for 2022 wages and included the \$1.00 licensing pay

Payroll

Pay Type Register

User: finance
 Printed: 10/15/2023 - 3:55PM
 Check Date Range: 02/28/2022 to 10/15/2023
 Period Date Range: All
 Batch Info: All
 Pay Types: All

STARB

		<u>Hours</u>
Stark, Bruce Howard		
CP	Comp Time Payout	259.50
FUN	Funeral	32.00
H	Hourly-Full-Time	250.00
HOL	Holiday Pay	132.00
OT	Overtime Pay	90.50
OT-D	Double Time - Work on Holiday	6.00
OT-PW-I	OT-Public Works-Ice/Snow	8.50
OT-PW-SE	OT-Public Works-Sewer	6.00
OT-PW-ST	OT-Public Works-Street	2.00
OT-PW-W	OT-Public Works-Water	5.00
PAGER-SE	Pager - Sewer-PAY	7.00
PAGER-ST	Pager - Street-PAY	14.00
PAGER-WS	Pager - Water -PAY	7.00
PL	Personal Leave	8.00
PW-I	PWs-Ice/Snow Removal	190.50
PW-P	PWs-Park Maintenance	42.00
PW-SE	PWs-Sewer	617.50
PW-ST	PWs-Street Maintenance	436.50
PW-W	PWs-Water	1,038.25
S	Sick Used	170.50
V	Vacation Used	262.50

Less: the number of hours on the 7/31/2023 payroll which included the \$1.00 licensing pay (included 7/20/23 to 7/30/23)

-8.00

3,577.25

Payroll

Pay Type Register

User: finance
 Printed: 10/15/2023 - 4:05PM
 Check Date Range: 05/11/2020 to 10/15/2023
 Period Date Range: All
 Batch Info: All
 Pay Types: All

HANSR

Hanson, Robert Todd

Hours

COVID-19	COVID-19 Used-DO NOT USED	43.00
COVID-E	COVID-E Used-DO NOT USED	80.00
CP	Comp Time Payout	12.00
FUN	Funeral	88.00
H	Hourly-Full-Time	293.00
HOL	Holiday Pay	296.00
OT	Overtime Pay	359.50
OT-D	Double Time - Work on Holiday	9.50
OT-PW-I	OT-Public Works-Ice/Snow	17.00
OT-PW-PK	OT-Public Works-Park	2.00
OT-PW-SE	OT-Public Works-Sewer	3.50
OT-PW-ST	OT-Public Works-Street	20.50
OT-PW-SW	OT-Public Works-StormWA	1.50
OT-PW-W	OT-Public Works-Water	4.50
PAGER-SE	Pager - Sewer-PAY	309.00
PAGER-ST	Pager - Street-PAY	398.00
PAGER-WS	Pager - Water -PAY	309.00
PL	Personal Leave	32.00
PW-I	PWs-Ice/Snow Removal	466.50
PW-P	PWs-Park Maintenance	128.00
PW-SE	PWs-Sewer	1,787.00
PW-ST	PWs-Street Maintenance	738.00
PW-SW	PWs-Storm Water	36.00
PW-W	PWs-Water	2,353.00
S	Sick Used	273.00
V	Vacation Used	489.00

Less: the number of hours on the 5/11/20 payroll which included the \$1.00 licensing pay
 (included 4/27/20 to 4/29/20)

-24.00

8,524.50

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

RESOLUTION 23-110

**A RESOLUTION TO PAY UTILITY OPERATORS BACKPAY TO RESOLVE UTILITY
OPERATOR PAY DISCREPANCY**

WHEREAS, the City paid two utility operators \$1.00 per hour additional compensation for required utility licenses while not paying two other utility operators \$1.00 per hour for the same required utility licenses; and

WHEREAS, the City paid utility operators at a different rate of pay that did not align with the current and past AFSCME labor agreements; and

WHEREAS, the City thoroughly investigated the appropriate rate of pay and met with all utility operators to agree to a solution; and

WHEREAS, the City will pay all utility operators consistently and in alignment with the AFSCME labor agreement beginning November 14, 2023; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to compensate the four utility operators for backpay to resolve the pay discrepancy as detailed below:

- Luke Weber: \$722.75
- Tim Kosek: \$1,183.75
- Bruce Stark: \$3,785.25
- Rob Hanson: \$8,747.00

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of November, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
2H

Title/Subject: Addendum to TimeSaver's Recording Secretary Service Agreement for 2024

Meeting Date: November 8, 2023

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

Reviewed by: Marc Nevinski, City Administrator

Attachments: None

Background: For the past six years the city has contracted with TimeSaver's Off-Site Secretarial, Inc. for city council, planning commission, and park commission meeting minutes. Attached is an Addendum to the Recording Secretary Agreement dated December 31, 2023, that proposes to extend the expiration date to December 31, 2024. The terms and conditions include \$1.50 per hour and .50 cents per page increases due to the organization's compliance to MN ESST requirements that become effective January 1, 2024. TimeSaver's has continued to provide excellent service and turn-around time for the city council and city commission minutes. Staff is recommending approval of the attached Addendum as submitted.

Financial or Budget Considerations: The 2024 contract reflects a base rate increase from \$159/first hour plus \$37.75 each subsequent 30 minutes to \$167/\$39.50, respectively. It reflects a unit rate increase from \$51/first hour, \$34/hour thereafter, and \$16/per billable page to \$53.25/\$35.50/\$16.50, respectively. The service has been provided for in the 2024 budget.

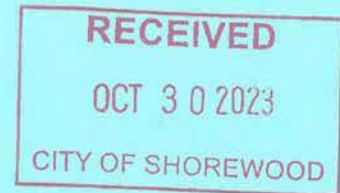
Action Requested: Staff respectively requests approval of the 2024 Addendum to the TimeSaver's Recording Secretary Service Agreement.
Motion, second and simple majority vote required.

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

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.*

TimeSaver Off Site Secretarial, Inc.

October 27, 2023



Ms. Sandie Thone, City Clerk
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Dear Sandie,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2024. To comply with ESST requirements, the unit rates reflect increases of \$1.50 per hour and 50 cents per page. The base rate and unit rate first hour reflect an increase of less than 5.25%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2024.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,

A handwritten signature in cursive script that reads "Carla".

Carla Wirth
Owner

Enclosure: Recording Secretary Service Agreement
Return envelope

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2023

By and between TimeSaver Off Site Secretarial, Inc. and the City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2022, shall be extended under the same terms and conditions to December 31, 2024.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Sixty-Seven and 00/100 dollars (\$167.00) for any meeting up to one (1) hour (billable time) plus Thirty-Nine and 50/100 dollars (\$39.50) for each thirty (30) minutes following the first one (1) hour; or
 - b. Unit Rate: Fifty-Three and 25/00 dollars (\$53.25) for the first hour of meeting time and Thirty-Five and 50/100 dollars (\$35.50) for every hour after the first hour plus Sixteen and 50/100 dollars (\$16.50) for each page of draft minutes for submission to the City of Shorewood for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2024

CITY OF SHOREWOOD

By: _____
Sandie Thone

Its: City Clerk

October 27, 2023

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: President & CEO



City of Shorewood Council Meeting Item

Title/Subject: Resolution Approving Food Truck Permit for Shorewood Community and Event Center Rental

Meeting Date: November 13, 2023

Prepared by: Janelle Crossfield, Parks and Recreation Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: Resolution

21
MEETING TYPE Regular Meeting

Policy Consideration: Pursuant to City of Shorewood Code section §902.02 Subd. 7 food trucks may be allowed for approved special events as authorized by written permit from the City Council.

Background: A renter of event space at Shorewood Community and Event Center is seeking to have a food truck provide food for their event. The food truck is working with Excelsior Fire District to gain approval to safely operate in the fire district's jurisdiction.

Staff has directed the renter to have the food truck park in the indicated space below:



The renter has event insurance and additionally insured the City in the amount of \$300,000.

Financial Considerations: None.

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

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

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

**RESOLUTION 23-111
A RESOLUTION GRANTING A FOOD TRUCK PERMIT FOR A
PRIVATE RENTAL AT SHOREWOOD COMMUNITY AND EVENT CENTER**

WHEREAS, the City of Shorewood regulates food trucks in City parks and Tyler Hirth (Applicant), has rented the banquet room at the Shorewood Community and Event Center for December 2, 2023 and has coordinated with a food truck for catering services; and

WHEREAS, staff has reviewed the submitted information and assembled a list of requirements and fees and the City Council has considered the application at its regular meeting on November 13, 2023.

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

The Applicant's request to utilize a food truck at Shorewood Community and Event Center is hereby approved subject to the following conditions:

1. The Applicant is entirely responsible for the operation of the food truck and will be expected to assume financial responsibility in case of damage to City-owned facilities or structures.
2. Submit evidence of comprehensive liability insurance in the amount of \$300,000 per occurrence and the city must be named an additional insurer.
3. The applicant has agreed that the city is indemnified and held harmless from any claims arising out of the use of the park and the operation of the event.
4. The damage deposit would be returned to the applicant after the event if no damage to city-owned facilities or structures has occurred. The applicant would also be responsible to compensate the city for any damage that occurs that exceeds the amount of the damage deposit.
5. The applicant shall be responsible for picking up all litter and placing it in trash containers.
6. The applicant shall ensure that the food parks in the recommended location allowing access for emergency vehicles.

The City Clerk is hereby authorized and directed to provide a certified copy of this resolution as permit for the event when the applicant has fulfilled all the above conditions.

ADOPTED BY THE SHOREWOOD CITY COUNCIL this 13th day of November 2023.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

2J
MEETING TYPE REGULAR

Title / Subject: Assessment Agreements for Water Connections
Meeting Date: November 13, 2023
Prepared by: Joe Rigdon, Finance Director
Reviewed by: Marc Nevinski, City Administrator
Attachment: Resolution Certifying Special Assessments on the 2024 Hennepin County Property Tax Rolls

Background

The City Council for the City of Shorewood offers a program for residents who have public water available but are not connected to the municipal system, the ability to assess the water access charge over a number of years. An assessment agreement was developed in consultation with the city attorney, and numerous properties have signed assessment agreements since 2019.

The owners of all the properties listed below have signed Assessment Agreements that state the terms of the assessment and are waiving their right to appeal the assessment. The current water access charge is \$10,000. Prior water assessments collected are applied against the \$10,000 access charge when applicable. The assessments will be certified with the Hennepin County Assessor’s office.

PID	ADDRESS	NAME	AMOUNT	TERM	INTEREST RATE
28-117-23-33-0006	25530 Birch Bluff Road	Fiedler	10,000	5 years	5.0%
29-117-23-44-0032	25700 Birch Bluff Road	Wipson/ MacDonald	10,000	5 years	5.0%
32-117-23-33-0011	6040 Cajed Lane	Magistad	10,000	5 years	5.0%
32-117-23-42-0021	26370 Peach Circle	Koenig/ McMullen	10,000	5 years	5.0%
32-117-23-31-0034	26625 Strawberry Court	Miller	10,000	5 years	5.0%

Financial Considerations

Allowing water access connection charges to be assessed incentives connections to City water and supports the water enterprise fund.

Action Requested

Staff recommends approval of the Resolution Certifying Special Assessments on the 2024 Hennepin County Property Tax Rolls.

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

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

RESOLUTION 23-112

**A RESOLUTION CERTIFYING SPECIAL ASSESSMENTS ON THE 2024
HENNEPIN COUNTY PROPERTY TAX ROLLS**

WHEREAS, the City Council for the City of Shorewood offered a program for residents who had public water available but were not connected to the municipal system, the ability to assess the water access charge over a number of years; and,

WHEREAS, the owners of all the properties listed below have signed Assessment Agreements that state the terms of the assessment and waiving their right to appeal the assessment,

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

That pursuant to the terms of the assessment agreements, the city hereby approves and certifies the following special assessments:

PID	ADDRESS	NAME	AMOUNT	TERM	INTEREST RATE
28-117-23-33-0006	25530 Birch Bluff Road	Fiedler	10,000	5 years	5.0%
29-117-23-44-0032	25700 Birch Bluff Road	Wipson/ MacDonald	10,000	5 years	5.0%
32-117-23-33-0011	6040 Cajed Lane	Magistad	10,000	5 years	5.0%
32-117-23-42-0021	26370 Peach Circle	Koenig/ McMullen	10,000	5 years	5.0%
32-117-23-31-0034	26625 Strawberry Court	Miller	10,000	5 years	5.0%

Such certification, which is due to the County Auditor no later than November 30, 2023, shall be payable over the period of years indicated on the table. The owner of the affected party may, at any time prior to certification of assessments to the County Auditor, pay the whole of the certified assessments to the Shorewood City Clerk.

The clerk shall forthwith transmit a certified copy of this certification roll to the County Auditor to be extended on the property tax lists of the county and such certified assessments shall be collected and paid over in the same manner as property taxes.

Hennepin County Special Assessment Division is hereby authorized to certify the assessments on the property tax rolls payable in 2024.

ADOPTED BY THE SHOREWOOD CITY COUNCIL this 13th day of November 2023.

Jennifer Labadie, Mayor

ATTEST

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Adopt Resolution Approving a Special Assessment
26625 Strawberry Court, Peter and Kristine Miller

Meeting Date: November 13, 2023

Prepared by: Marc Nevinski, City Administrator

Attachments: Assessment Agreement
Resolution Approving and Adopting a Special Assessment

Item 2K

Background:

To assist in managing the cost of connecting to City water, the City allows homeowners to request the water access charge (WAC) of \$10,000 be specially assessed to their property and paid through property taxes through an assessment agreement. The owners of 26625 Strawberry Court wish to enter into such an assessment agreement pursuant to Minnesota Statutes Chapter 429.

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

Financial or Budget Considerations:

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

Action Requested:

Motion to adopt the resolution approving and adopting a special assessment agreement for 26625 Strawberry Court Shorewood, Minnesota and authorizing the Mayor to sign the assessment agreement.

ASSESSMENT AGREEMENT

THIS AGREEMENT is made this 13th day of November, by and between the City of Shorewood (SHOREWOOD), a municipal corporation organized under the laws of the State of Minnesota, located at 5755 Country Club Road, Shorewood, MN 55331 and Peter A. Miller and Kristine M. Miller (OWNER).

RECITALS

WHEREAS, the OWNER is the owner of the real property located at: 26625 Strawberry Court, Shorewood, MN, 55331; PID: 32-117-23-31-0034 and legally described as follows:

(“SUBJECT PROPERTY”)

Shorewood Suburban Estates Lot 7 Block 1

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

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

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

AGREEMENT

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

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

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

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

[Remainder of page is intentionally left blank.]

Signature pages follow.]

OWNER

By: _____

Date: _____

By: _____

Date: _____

CITY OF SHOREWOOD

By: _____

Date: _____

Its _____

By: _____

Date: _____

Its _____

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

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

Notary Public

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

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

Notary Public

CITY OF SHOREWOOD

RESOLUTION NO. 23-113

A RESOLUTION APPROVING AND ADOPTING A SPECIAL ASSESSMENT

WHEREAS, Peter A. Miller and Kristine M. Miller (“Owner”) has requested that the Shorewood City Council specially assess water access charges that affect Owners’ property at 26625 Strawberry Court, Shorewood, Minnesota (PID 32-117-23-31-0034) and legally described in Exhibit A attached hereto (“Subject Property”); and

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

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

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

Adopted by the City Council of the City of Shorewood this 13th day of November, 2023.

Mayor Jennifer Labadie

ATTEST

Sandie Thone, City Clerk

Exhibit A

Legal Description

Shorewood Suburban Estates Lot 7 Block 1

Exhibit B

[Assessment Agreement]

CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, OCTOBER 24, 2023

5755 COUNTRY CLUB RD
SHOREWOOD CITY HALL
7:00 P.M.

MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Hirner convened the meeting at 7:00 p.m.

A. Roll Call

Present: Chair Hirner, Commissioners Garske, Wenner, Czerwonka, and DiGruttolo, City Council Liaison Zerby; Parks and Recreation Director Crossfield; Planning Director Darling

Absent: None

B. Review Agenda

Garske moved to approve the agenda as written. Czerwonka seconded the motion. Motion carried 5-0.

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of September 12, 2023

Chair Hirner noted that the date was incorrect at the top of the minutes.

Commissioner Wenner referenced a few additional changes needed including: the spelling of Pat Arnst; a change from 'feed' to 'feet' on page two; clarified that a statement was not made by Ms. Arnst about a specific class of bikes being illegal and suggested potential changes; and a typographical error 5 paragraphs below that where it should say 'once', rather than 'one'.

Wenner moved to approve the minutes of the September 12, 2023 meeting, as amended, per discussion. Garske seconded the motion. Motion carried 5-0.

3. MATTERS FROM THE FLOOR

Chair Hirner extended an official welcome to incoming Commissioner DiGruttolo and suggested that they take some time to introduce themselves.

The Commissioner took turns sharing their name and their history of serving on the Park Commission.

4. NEW BUSINESS

A. Shorewood Community and Event Center Fee Structure

Park and Recreation Director Crossfield reminded the Commission that last month they had taken a tour of the Shorewood Community and Event Center (SCEC) and had discussed some of the opportunities available, things that were going well, and areas of challenges. She noted that they

had also reviewed data about the frequency of various renters of the facility. She stated that year to date, the SCEC has brought in rental revenue of \$53,945 and explained that it appears as though revenue was a bit lower over the last few years due to Covid but noted that things have begun trending higher. She noted that they have had to turn away some rentals due to staffing shortages and have also lost rentals because of specific AV needs. She reviewed general cost recovery goals and how they relate to community benefit. She stated that staff have begun training for a phased implementation of the new CivicRec program software that will help with reservations and rentals. She explained that the 2024 CIP has plans and funds allocated for improvements to the restrooms as well as new chairs for the conference room. She stated that based on the conversation at the last meeting, they conducted a market analysis and reviewed the results for rates of residents versus non-residents, and those that offered a special rate for non-profits. She noted that they found all the nearby venues have significantly higher rental rates than the SCEC, but also have a higher capacity.

Chair Hirner stated that the rates shown in the analysis show quite a vast difference in what is being charged, but it looks to him like the SCEC is on the lower side of the ranges.

Park and Recreation Director Crossfield stated that the SCEC is definitely on the lower end of the ranges being charged.

Chair Hirner asked if Park and Recreation Director Crossfield wanted to continue to have a different rate for non-profit organizations.

Park and Recreation Director Crossfield explained that her recommendation would be that they do not completely eliminate the lower non-profit rates.

Commissioner DiGruttolo asked what the total expenditures and costs were to run the SCEC.

Park and Recreation Director Crossfield explained that she had not calculated those total amounts because she had not yet been with the City for a full calendar year.

Commissioner DiGruttolo explained that if they knew how much they were spending on the SCEC to keep it open, that would show them the minimum that they need to make in order to break even. She noted that once they have those figures, then it will be easier for them to discuss what they should be charging. She stated that her thought is that they would not necessarily need to charge what everyone else is charging but explained that she had gone through and broke down some of the data comparison in greater detail and thinks if the City were to charge around \$800-\$900/day for residents they would be in the middle of what everyone else is charging and it would also cover the shortfall that they have been borrowing from the General Fund. She stated that this is a bit of a guess though since she does not know what the total expenditures are. She noted that if they had some additional spreadsheet numbers she believes there is a way to still have a non-profit rate and keep their rates below some of the other venues, provide community benefit and also generate enough revenue to cover its own costs.

Park and Recreation Director Crossfield stated that the fees will ultimately be approved by the City Council. She suggested that the discussion today focus on the categories and the discount options that she had presented. She stated that one thing she did not cover in her review was the separate custodial charge the SCEC has because those duties are done by a third party and all of the other facilities have that included in their rental fee.

Commissioner Garske clarified that Park and Recreation Director Crossfield was only asking for feedback tonight on fee categories and discount rates and not specifics about actual rates.

Park and Recreation Director Crossfield stated that was correct and noted that staff would be making a recommendation to the Council on the actual rate structure.

Council Liaison Zerby asked how they determined whether a non-profit was considered local or non-local.

Park and Recreation Director Crossfield explained that was currently how it was written in the fee structure and she has gone off of the five cities that originally provided funds to the building, but noted that it is primarily Shorewood residents who are renting the facility. She stated that if someone is from outside of the metro area or out of State, they would receive 50% off of the non-resident rate.

Council Liaison Zerby gave the example of the Rotary Club and how a determination would be made about them being consider local.

Park and Recreation Director Crossfield noted that because they would be serving the community, including Shorewood, she would consider them to be local but noted that there was not really a black and white rule on this issue for SCEC. She noted that Minnetonka specifically makes a distinction between a Minnetonka non-profit organization and other non-profit organizations.

Chair Hirner expressed the difficulty with having a smaller community and being able to make some of these distinctions. He noted that he liked the idea of saying that if it was someone from the original five communities from when the SCEC started would be considered local. He stated that during the tour, Park and Recreation Director Crossfield had expressed some concern about the potential loss of non-profit usage, if the rates were increased too much. He asked her to elaborate on those issues and noted that he also had a the idea regarding the possibility of raising the rate but lowering the requirement amount of usage time.

Park and Recreation Director Crossfield explained that it was hard to give an exact answer, but would say that the non-profits that come in have a set amount of hours so she was not sure if lowering the requirement regarding the amount of usage time would greatly impact things. She expressed concern about the few longer term, frequent non-profit renters that would be impacted by the higher rates. She stated that they may decide to look elsewhere, but after having done the analysis for nearby rates, the SCEC rates are pretty favorable, so it may not be an issue and explained that she would worry more about the individual resident and non-resident if fees were raised significantly higher.

Commissioner DiGruttolo stated that the SCEC is far and away lower than all of their competitors. She stated that if they do go ahead and raise their rates but are still not as expensive as others in the community she thinks it may be worth testing the waters to see if they would lose any of their clientele.

Park and Recreation Director Crossfield explained that she would definitely be looking at a rate increase but most likely will recommend taking 'baby steps'.

Commissioner DiGruttolo stated that she felt this was definitely something that needed a plan and noted that they should also have a list of things that need to be upgraded so they can also budget

appropriately. She stated that she thinks the SCEC is a great space that has many advantages that other facilities do not have.

Commissioner Garske stated that he thinks the Commission was in agreement that the rates are not really where they should be. He stated that he thinks having multiple non-profit categories is complicating things more than they need to be and would like to see the distinction just be between resident or non-resident and non-profit or not. He stated that he feels a 20% discount for residents would be fair, but was not sure that non-profits needed to have a 50% discount. He noted that he would like to see a better balance overall of the cost structure.

Commissioner Czerwonka stated that he feels it should all be predicated on the function of what they are trying to do. He asked whether the idea was to try to satisfy the non-profit entities or the residents. He stated that before they can decide on discount percentages he feels there needed to be additional analysis and then they will be able to determine things like whether it makes sense to raise things by another 5% or 10%. He reiterated that he thinks they first need to look at what they are trying to do and what do they want to provide. He noted that he also liked the idea of trying to simplify the number of fees they have, as suggested by Commissioner Garske.

Commissioner DiGruttolo stated that if they have resident, non-resident, and one non-profit category and asked if there would be situations where there could be a corporate business that would have a separate rate. She gave the example of Hazelwood hosting an employee meeting and asked if they would have a separate rate or if it would fall under the resident rate.

Park and Recreation Director Crossfield explained that the person who would be booking on their behalf would determine if they are a resident or not. She stated that this approach is common among the other cities as well. She noted that she had worked in cities where, if the business was located in the city, or if the individual worked in the city, then they were considered a resident. She noted that this was another area where things are not quite as black and white as you would think.

Chair Hirner asked Council Liaison Zerby if the Council had a thought process on the timeframe of making the SCEC revenue neutral and paying their own way. He asked what they would think if, for example, they recommended some of these changes right now as Step 1, then took another look in a year or two and then recommended additional changes as a Step 2. He asked if they would support that approach or if the thought was to get there as quickly as possible.

Council Liaison Zerby stated that this complicated and noted that the make-up of the Council has changed over the years. He stated that the SCEC sort of ended up in a situation where there was lack of ownership and the City stepped in and have slowly taken the steps to take more of the management from the seniors. He stated that the motivation in the beginning was to just do this for the seniors because they are valuable members of the community and this is a way to keep them engaged and happy. He stated that they decided to make some investments into the building in order to expand to other uses. He explained that he has only been on the Council for about three months this time around and does not get the feeling that this Council has a driving need for it to break even. He stated that breaking even had been mentioned as something they would like to achieve, but did not believe there was a timeframe tied to that sentiment. He stated that he would suggest that the City keep the SCEC going, make some investments, and get it where it needs to be to operate, and work towards the goal of breaking even.

Chair Hirner stated that he stated that he also agreed with the statements already made that the current designations are overly complicated, for example, the non-local non-profit designation. He stated that he was not opposed to the current discount rates but would suggest that instead of basing the non-profit rate on the resident or non-resident that it just be the higher non-resident rate. He stated that he also agreed that the current rates are a bit low and believes that there is room for an overall increase. He explained that he would like it to be simple and just have rates for resident, non-resident, and non-profit.

Commissioner DiGruttolo asked if the rates were adjusted annually for inflation.

Park and Recreation Director Crossfield reminded the Commission that she has been with the City for less than a year. She explained that she had increased the rates slightly about a month after she began work in the City and noted that she believes all the rates stayed pretty flat during Covid. She stated that prior to that time, her understanding was that staff took a look at rates every few years.

Chair Hirner stated that he does not recall ever talking about the rates while he has served on the Park Commission which is about five years and noted that he believed those conversations happened at a staff level.

Park and Recreation Director Crossfield agreed and noted that if you read through the description of the Park Commission duties it would not fall under their duties but she was looking to get more public input on possible changes.

Commissioner Wenner stated that she felt it would be good for the Park Commission to know what percentage of the population of Shorewood was actually using the facility. She stated that she did not think they should be spending more, percentage wise, of taxpayer dollars on something that taxpayers are not even using. She stated that she would like to make sure that the proportionality of this is correct and has been looked at it and feel it aligns with the City's values.

Park and Recreation Director Crossfield noted that they did not have software in the past and now they do, so they should be able to gather that type of information in the future. She noted that what she has seen is that the usage does seem to be a majority of residents. She explained that she was not proposing any changes to the senior rental situation, at the moment, but noted that with another frequent renter, there is sort of a handshake agreement. She stated that this business rents the building and has a special reduced rate but explained that they know that their rate will be changing sometime in the next year. She explained that she was not looking for a specific motion tonight but just wanted Commission feedback and guidance before she brings this to the Council.

Commissioner Garske stated that he thinks a 20% discount for residents is a great idea and would like to see the discount for non-profits be somewhere between 40-50%. He reiterated that he would strongly recommend taking this discount from the non-resident rate, as the baseline.

5. OLD BUSINESS

6. STAFF AND LIAISON REPORTS / UPDATES

A. City Council

Council Liaison Zerby reviewed the discussions and actions from the recent City Council meeting.

B. Staff

Park and Recreation Director Crossfield stated that Oktoberfest was held on September 30, 2023. She thanked everyone who was able to either participate or volunteer for the event. She stated that there were about 400 in attendance which was a great turn out and noted that they received a lot of positive feedback. She stated that the Rotary Club and Legion also had about 2,000 people in attendance at their festivities and were able to raise a significant amount of money for the Hendrickson Foundation. She stated that she believed an event summary would be presented to the City Council in the future.

Chair Hirner noted that there was a buckthorn presentation that took place last week that he and Commissioner Wenner had attended.

Commissioner Wenner stated that the presentation was led by Public Works Director Morreim and noted that he had reviewed the \$50,000 DNR grant that the City received in 2021 for removal of buckthorn from Freeman Park. She noted that they had learned that the project was delayed due to citizen concerns with pesticide usage. She stated that they were waiting for the IPM report which was finished in 2022 and explained that they were now at the point where the work needed to be completed by June 30, 2024 in order to receive the grant funds. She stated that she believes that they are looking at contractors to complete the work this fall. She reviewed the area for the treatment and noted that she believes the handouts with this information were available in the City Hall lobby. She explained that the process would involve stacking the cut buckthorn in areas of the park which would then be burned by Public Works under the supervision of the Fire Department sometime over the following winter. She noted that there were about 15-20 residents in attendance at the presentation and shared some of the comments and concerns that were raised by those individuals. She stated that there was some discussion about creating a volunteer group of some sort to address the buckthorn issues but City Administrator Nevinski had expressed concerns with potential liability issues. She explained that she was a Master Naturalist and Tree Care Advisor and offered to look into some type of situation where was a citizen commission working group of some sort. She stated that this group of residents really want their voices to be heard.

Council Liaison Zerby stated that he believes the City used some funding from the Friends of the Mississippi River to help cover the costs for the goats they used in the park. He stated that there used to be volunteer gardeners for the parks in the past, so he was a bit confused on why City Administrator Nevinski would be concerned about a possible liability issue in this instance.

Chair Hirner noted that he believed the concerns were related to use of power tools. He stated that they had a very lively discussion on this issue and believes that others have utilized volunteer services where they have signed a waiver. He stated that the Council and the City Attorney will have to look at this and see what is required for something like that to be put into place.

Commissioner DiGruttolo asked if this grant was renewable or if the City could ask for an extension since they were delayed in their implementation. She expressed concern that meeting the original deadline may involve rushing and doing a terrible job.

Chair Hirner stated that the answer to both questions was 'no'.

Commissioner Wenner noted that it was not renewable, but it is an annual grant, so the City intends to apply again.

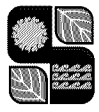
Chair Hirner noted that they discussed the goat usage at the presentation and were told that goats are a good maintenance option but not necessarily a treatment option.

Commissioner Wenner noted that the problem with goat usage is that while they do a good job of taking care of getting rid of the small seedling buckthorn, they also end up wiping out the other native plants as well. She stated that she has had experience working with spraying of the plants in Minnetonka and feels they are safe and effective, but noted that idea was met with a lot of resistance. She stated that there was discussion about having a follow up meeting on IPM and another meeting where they discussed trees. She stated that there was a question asked by the public about how the Park Commission was overseeing management of the IPM program. She suggested that the Commission address that issue next month. She noted that she would be willing to speak as a tree care advisor to discuss Tree Management.

Park and Recreation Director Crossfield noted that Public Works Director Morreim oversees the budget for trees and has been working on the tree inventory so he would need to be involved in that discussion. She noted that she believes he had planned to bring the IPM issue forward for discussion in January of 2024.

7. ADJOURN

Garske moved to adjourn the Park Commission Meeting of October 24, 2023 at 8:15 p.m. Czerwonka seconded the motion. Motion carried 5-0.



Title/Subject: Award Quote and Service Agreement for Buckthorn Removal Project

Meeting Date: November 13, 2023

Prepared by: Matt Morreim, Public Works Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: October 17, 2023 Buckthorn Meeting Handouts
Summary of Public Comments
Service Agreement w/ Quote
Resolution

<p>5B MEETING TYPE Regular Meeting</p>
--

Background:

Buckthorn is an invasive plant that can displace native vegetation and harm wildlife. In 2021, the City of Shorewood received a \$50,000 MnDNR grant with a \$20,000 city match for buckthorn removal in Freeman Park. The grant deadline to complete buckthorn removal is June 30, 2024. The city met with residents on October 17, 2023 to inform residents of project details (see meeting handouts) and receive feedback on the project.

In order to complete the buckthorn removal work, the city solicited for and received quotes for the removal of buckthorn in Freeman Park from Davey Resource Group, Prairie Restorations, Inc. and Tree Trust. The city evaluated the quotes based on the following criteria:

- Cost
- Experience
- Timeline
- Proposed methods – Mechanized removal or manual removal

After reviewing quotes and considering resident feedback, the city recommends awarding the project to Prairie Restorations, Inc.

The city has coordinated with Prairie Restorations, Inc. to complete all buckthorn removal in areas two and three and partial removal of area one. Area one removal will focus on the east side of the area and move westwardly. The proposed methods detailed in the attachment are in line with the city’s IPM workplan.

Financial or Budget Considerations:

The cost of the buckthorn removal project will be funded through MnDNR grant (\$50,000) and a city match. The city match of \$17,000 would be funded through operations budget for Department 52 – Parks Maintenance. The remainder of the \$20,000 city match (\$3,000) is accounted for with city staff time.

Action Requested: A Majority of the Council is required

Motion to approve the resolution to award the buckthorn project to Prairie Restorations, Inc. and approve the service agreement.

FREEMAN PARK BUCKTHORN REMOVAL PROJECT

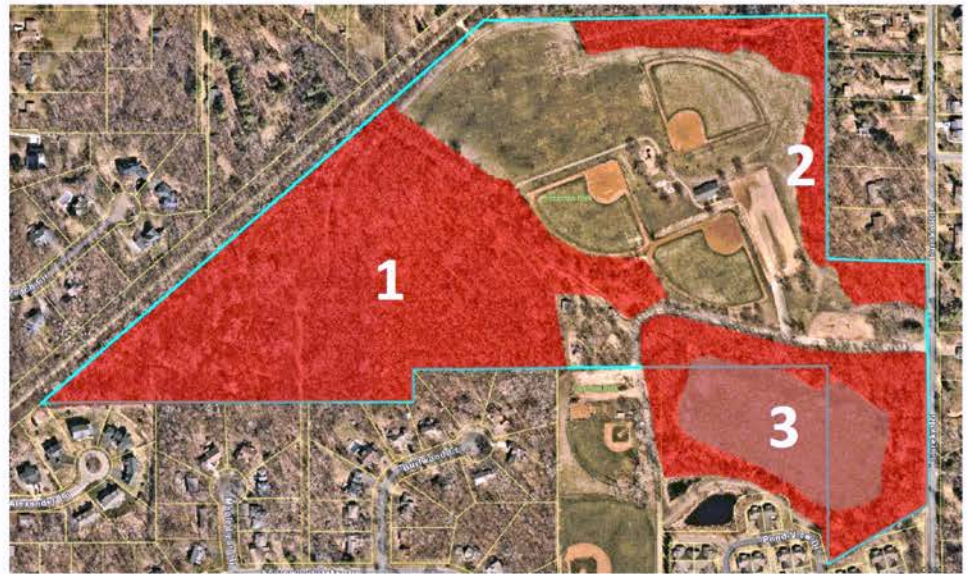
Background:

Buckthorn is an invasive non-native plant that kills off native vegetation. Freeman Park along with other public areas around Shorewood have significant areas where buckthorn is prevalent. In 2021, the City of Shorewood received a \$50,000 MnDNR grant with a \$20,000 city match for buckthorn removal in Freeman Park. The grant deadline to complete buckthorn removal is June 30, 2024.

AREA 1 – 19.55 ACRES

AREA 2 – 3.93 ACRES

AREA 3 – 6.32 ACRES



Process:

Buckthorn removal is typically done through manual removal (chainsaws, etc.) and/or with a larger forestry mower. The forestry mower is more efficient and can remove a larger area in a shorter period of time. However, it can remove more desirable small trees in the area of work if precautions are not taken. The manual method of removal is typically slower but more targeted in the removal of buckthorn. Both methods would involve stacking cut buckthorn on site that would be burned later. Additionally, stumps would be spot treated with Pathfinder or Garlon 4 to prevent regrowth.

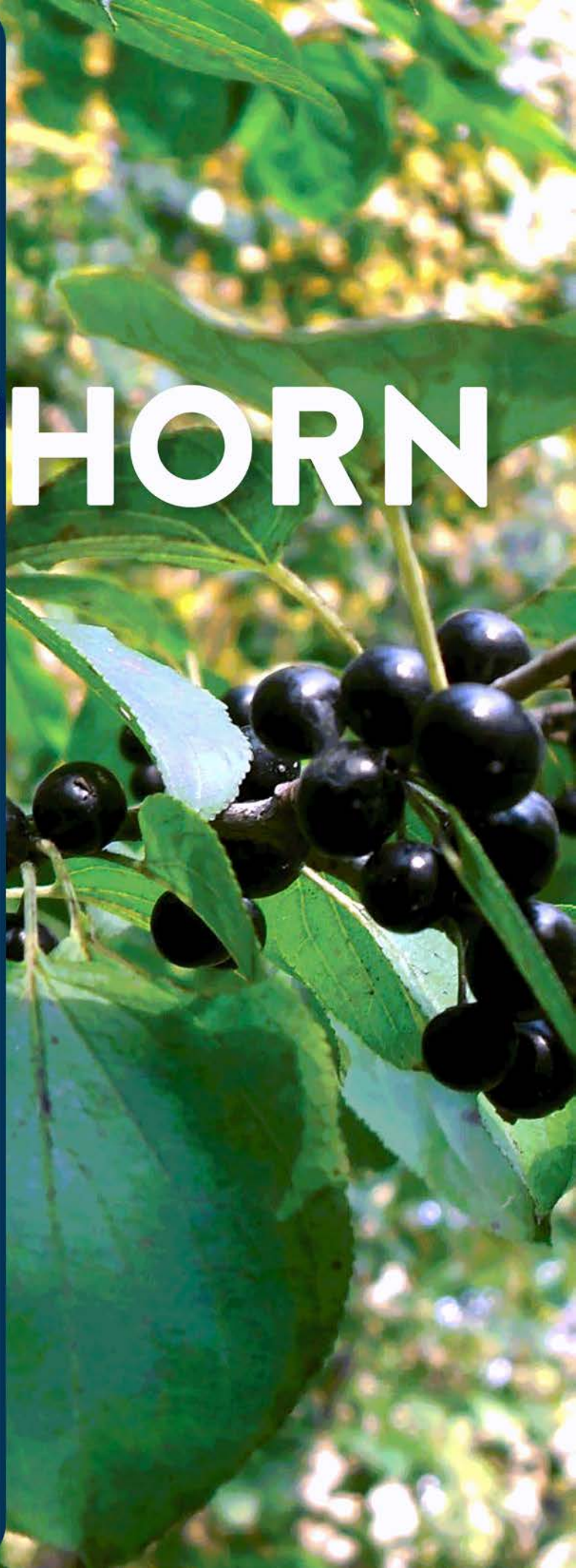
Schedule:

- 2021 – City staff applied for and received grant from MnDNR.
- 2021 – Staff solicited quotes to perform buckthorn removal.
- 2021-April 2023 – Buckthorn project was delayed due to IPM.
- April 2023 – Buckthorn removal included in 2023 IPM workplan and presented to council.
- Late summer/Early Fall, 2023 – Staff solicited quotes from multiple vendors.
- October 14, 2023 – Staff solicited feedback from residents and park users.
- Late October/Early November 2023 – Review feedback, vendor quotes and work methods.
- November 13, 2023 – Provide recommendation to council.
- Winter, 2023-2024 – If recommended and approved, contractor to begin buckthorn removal.
- 2024 – Consider next steps to maintain removed area and expand removal in other public areas.
- Winter, 2024-2025 – City staff to perform controlled burns of buckthorn piles.

Staff Contact: Matt Morreim, PW Director, mmorreim@ci.shorewood.mn.us, (952)960-7913

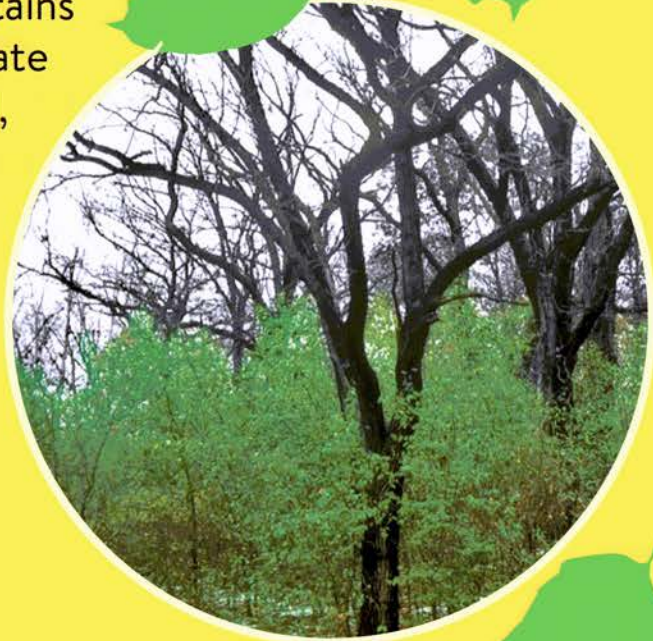
BUCKTHORN

What You Should Know.
What You Can Do.





Buckthorn leafs out early and retains its leaves late into the fall, creating dense shade that helps it to out-compete many native plants.



A little history

Common, or European, buckthorn, and glossy buckthorn are the two non-native, invasive buckthorn species found in Minnesota. These buckthorn species were first brought here from Europe as a popular hedging material. They became a nuisance plant, forming dense thickets in forests, yards, parks and roadsides. They crowd out native plants and displace the native shrubs and small trees in the mid-layer of the forest where many species of birds nest.

Glossy buckthorn has been sold by the nursery trade in three different forms, so its appearance can vary. The cultivar *Frangula alnus* 'Columnaris' is narrow and tall; the cultivars *Frangula alnus* 'Asplenifolia' and 'Ron Williams' have narrow leaves that give them a fern-like texture.

Why is buckthorn a problem?

Buckthorn:

- Threatens the future of forests, wetlands, prairies, and other natural habitats.
- Out-competes native plants for nutrients, light, and moisture.
- Degrades wildlife habitat.
- Contributes to erosion by out-competing plants on the forest floor that help hold soil in place.
- Serves as host to other pests, such as crown rust fungus and soybean aphid.
- Creates messy fruits that stain sidewalks and driveways.
- Lacks "natural controls," such as insects or disease that would curb its growth.



**STOP INVASIVE SPECIES
IN YOUR TRACKS.**

PlayCleanGo.org

Common buckthorn

Rhamnus cathartica

SHAPE OF PLANT

10–25 feet tall; oval form; upright; frequently multi-stem



HABITAT

Dry to moist areas such as woodlands, savannas, abandoned fields, roadsides. It will grow in both full sun and in shade.



LEAVES

Oval, dark green, dull to glossy; with finely toothed edges; 3–5 pair of curved leaf veins. Leaves stay dark green and on the tree late into fall. Easily confused with dogwoods, plums, and cherries.

FLOWERS

Small, yellow-green color; 4 petals; produced in May.

STEMS

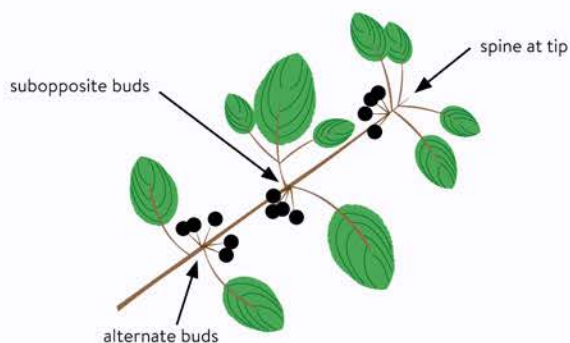
Buds are most commonly subopposite, but can be opposite or alternate; short, 1/8–1/4-inch sharp spine at tip of the twig.



Mark Muller

FRUIT AND SEED

Round, berry-like fruit arranged in clusters; 1/4-inch diameter; green (unripe) to black (ripe) color. Each fruit has 3–4 seeds. Berries persist throughout mid-winter.



Glossy buckthorn

Frangula alnus

SHAPE OF PLANT

10–18 feet tall; oval form; upright



HABITAT

Primarily wet areas (bogs, marshes, riverbanks, wetlands, pond edges), but also will grow in dry areas. It will grow in both full sun and in shade.



LEAVES

Oval, smooth, dark green, glossy, with toothless edges; 8–9 pair of leaf veins. Leaves get fall color. Easily confused with native chokecherry.

FLOWERS

Small, creamy-green color; 5 petals; produced in late May–June.

STEMS

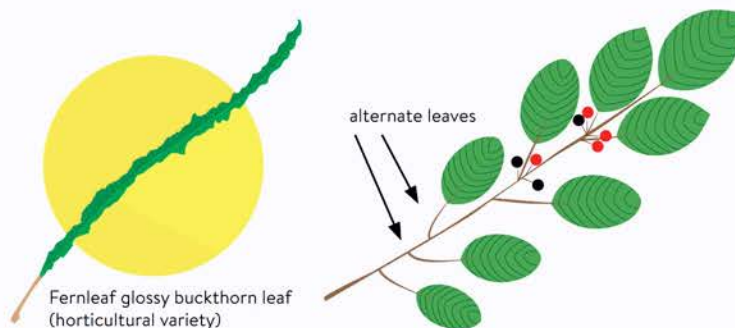
Buds are alternate, fuzzy and brown, and lack scales; no spine at tip of the twig.

FRUIT AND SEED

Round, berry-like fruit; 1/4-inch diameter; less fruit than common buckthorn; red-brown (unripe) to black (ripe) color. Each fruit has 2–3 seeds. Berries do not persist.



Mark Muller



Fernleaf glossy buckthorn leaf (horticultural variety)



Reference to chemical brand names and other product brand names in this document does not imply endorsement of those products. The herbicides listed in this brochure may be available under other brand names with the same active ingredient that are equally effective.

What you can do to control buckthorn

Cut stump treatment

Buckthorn plants that are 2 inches in diameter or larger are best controlled by cutting the stem at



the soil surface and then treating the cut stump with herbicide or covering the stump to prevent re-sprouting. This can be done effectively with hand tools, chain saws, or brush cutters. Stumps should

be treated within two hours after cutting. Treat with an herbicide containing glyphosate (Roundup, Rodeo, etc.) or triclopyr (many brush killers, Vastlan, Garlon 4, etc.) to prevent re-sprouting. Herbicides can be applied to cut stumps with a paintbrush,



Janet Van Sloun, City of Minnetonka

wick applicator, dauber, or a low-volume sprayer. Apply the herbicide to the outermost growth rings next to the bark (see photo). The best time to cut and chemically treat the stumps is in late summer (avoid May and June) and throughout the fall. Always follow herbicide label instructions.

In cases where more than a few plants are treated, add an indicator dye (available where pesticides are sold) to the herbicide to mark the cut stumps you have treated. Colored flags can help mark cut stumps because the stumps are easily covered and lost under cut brush and leaves.

Basal bark treatment

In this method, chemical is applied through the bark. Low-volume spray applications can be made with Garlon 4, Pathfinder II, and similar oil-based products. This application method uses triclopyr ester mixed with an oil dilutant (e.g., Bark Oil Blue, kerosene, or diesel oil) applied directly to the bark of uncut buckthorn from the root collar up about 12–18 inches. This treatment works best on stems less than 5 inches in diameter. An ultra low-volume



spray wand should be used to minimize herbicide use and reduce the potential for non-target injury. Buckthorn treated in this fashion can be left standing or cut at a later date after the plant dies.

When treating in the fall and winter

Follow herbicide label instructions regarding temperatures at which the herbicide can be applied. Water-soluble herbicides like glyphosate (Roundup, Rodeo, etc.) or triclopyr amine (Vastlan, brush killers, etc.) can be applied to cut stumps when the temperature is above freezing (32° F). Oil-based products of triclopyr ester (Garlon 4, Pathfinder II) can be applied when the temperature is below freezing (below 32° F).

For non-chemical control

Cover the cut stump with a tin can or black plastic (such as a Buckthorn Baggie) to prevent re-sprouting. After cutting the tree, apply the can or plastic over the cut stump and root flare. Use nails to affix the can or a tie to affix the black plastic. Leave in place for one to two years.

If you wish to hand pull plants greater than 3/8-inch, use a hand tool that pulls the shrub out, such as a Root Talon. Hand-pulling tools cause soil disturbance so tamp loose soil back into the ground. Not recommended for sensitive sites or steep slopes. Removing buckthorn by hand is easier if the soil is moist.

Seedlings and small buckthorn plants

If individual plants are less than 3/8-inch in diameter, remove them by hand. Small seedlings can be pulled and will not re-sprout. If pulling individual plants is impractical, spray foliage of short buckthorn or seedlings with herbicide. Glyphosate will kill all actively growing vegetation on which it is sprayed. Triclopyr will kill broadleaf plants and conifers, but not grasses when applied properly. Spray after native plants have gone dormant (about mid-October). Follow all herbicide label instructions. Applications exceeding maximum labeled amounts may result in a non-target injury.

Before you pull or dig buckthorn, contact Gopher State One Call at 651-454-0002 or 800-252-1166 to make sure there are no buried utilities in the area.

Finding buckthorn

Common buckthorn is easily found in late fall when many native shrubs and trees have lost their leaves. Common buckthorn will often have green leaves through November.

Glossy buckthorn does not stay green as late as common buckthorn.

Caution! Many native trees look similar to buckthorn and some native trees hold their leaves into the winter. Before you cut, make sure you are cutting buckthorn and not a native tree.

Disposing of buckthorn

In general, it is best to leave noxious weeds on-site to prevent seed spread. If you must remove material, contact yard waste facilities to see if they accept noxious weeds. Transport for disposal is allowed.

Follow-up is critical

Most viable buckthorn seeds in the soil germinate within two years. Additional seeds may be introduced to the site by animals.

Follow-up control of seedlings that emerge after initial control efforts is important on all sites. With no follow-up control, buckthorn will come back.

Fire offers a long-term management option in grassland or savanna cover-types. Burning will need to be done every two to three years. If burning is not an option, a follow-up treatment of pulling or spraying the seedlings is needed.

Woodland management

Managing your woodland is an ongoing process. Removing buckthorn not only will benefit the environment, it provides opportunities to create wildlife habitat, redesign your landscape, and beautify an area. Do not make hasty decisions with your land after you have removed or controlled buckthorn. Think about the goals and objectives you have for your property.

Short-term recommendations include:

- Follow-up buckthorn control in areas where you have previously removed buckthorn.
- Remove any fruit-bearing buckthorn trees.
- Monitor relatively buckthorn-free areas and control buckthorn plants if detected.

Long-term recommendations include:

- Replant desirable tree, shrub, and herbaceous species if species do not return from the seed bank. Check with a local nursery, extension service, Soil and Water Conservation District, or the Minnesota Department of Natural Resources, for assistance on species recommended for your area.
- If you are managing a large area, consider fire as part of a forest management plan.

Legal status

The Minnesota Department of Agriculture lists common buckthorn and glossy buckthorn as restricted noxious weeds. This means that the sale, transport, or movement of these plants is prohibited statewide.

Healthy planting alternatives

Here are a few examples of environmentally-friendly species available at garden centers and nurseries.



High-bush
cranberry
Viburnum
trilobum



Nannyberry
Viburnum
lentago



Pagoda
dogwood
Cornus
alternifolia



Chokecherry
Prunus
virginiana



American
hazelnut
Corylus
americana



Black
chokeberry
Aronia
melanocarpa



m DEPARTMENT OF
NATURAL RESOURCES

ECOLOGICAL AND WATER RESOURCES

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Freeman Park Buckthorn Removal Fall/Winter 2023

Summary of Public Comments

Open House, October 17, 2023 at Freeman Park, Eddy Station

Attendance: Sixteen residents, three Councilmembers, two Park Commissioners, three staff members.

- Concern about the return of buckthorn once removed. Suggested reviewing process used by Friend of the Mississippi.
- Separate berries to prevent spread.
- Need long term plan for maintaining area. City needs to commit to funding one.
- Establish volunteer or "Friends of Freeman" program to help maintain the park.
- Sign area regarding treatment.
- Desire to maintain some buckthorn for privacy.
- Need to removal all buckthorn to allow seedlings from trees to grow.
- Be thoughtful about locations for buckthorn pile burning to not damage trees.
- Mechanical removal has high value, but concern about removing small desirable trees.
- Given limited funds, recommendation to focus on completing areas #2 and #3 first.

Summary of Comments from Emails and Matters from the Floor

- Reforest area to prevent emergency of new buckthorn.
- Avoid removal of trees.
- Retain enclosed wooded feel and do not expand developed park area.
- Open house was a good event.
- Consider if shade tolerant shrubs could be planted to address privacy concerns.
- Many knowledgeable residents who can provide insight is valuable.
- Budget for long term maintenance. Buckthorn removal is a multi-year effort.
- Establish a volunteer group to maintain and fundraise for improvements.

PROFESSIONAL SERVICES AGREEMENT FOR BUCKTHORN REMOVAL

THIS AGREEMENT is made this October 10th, 2023 (“Effective Date”) by and between Prairie Restorations, Inc., with its principal office located at 601A Lewis Avenue North, Watertown , MN 55338 (“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 buckthorn removal services.
- B. The City desires to hire Contractor to provide buckthorn removal services in the wooded areas of Freeman Park.
- 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.
2. **Time for Completion.** The Services shall be completed on or before April 1st, 2024, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor’s statements are submitted.
4. **Term.** The term of the Agreement shall commence on November 15th, 2023 and terminate on December 31st, 2024.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

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

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

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

8. **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.

11. **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.

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

13. **Compliance with Laws.** 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.

14. **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.

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

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

17. **Conflict of Interest.** 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.

18. **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.

19. **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.

20. **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.

21. **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 Benton Sellwood, or designee who shall perform or supervise the performance of all Services.

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

Contractor
Prairie Restorations, Inc.
601A Lewis Avenue North
Watertown, MN 55388

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

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

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

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

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

29. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event 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.

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

31. **Recitals.** The City and 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.

Prairie Restorations, Inc.

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

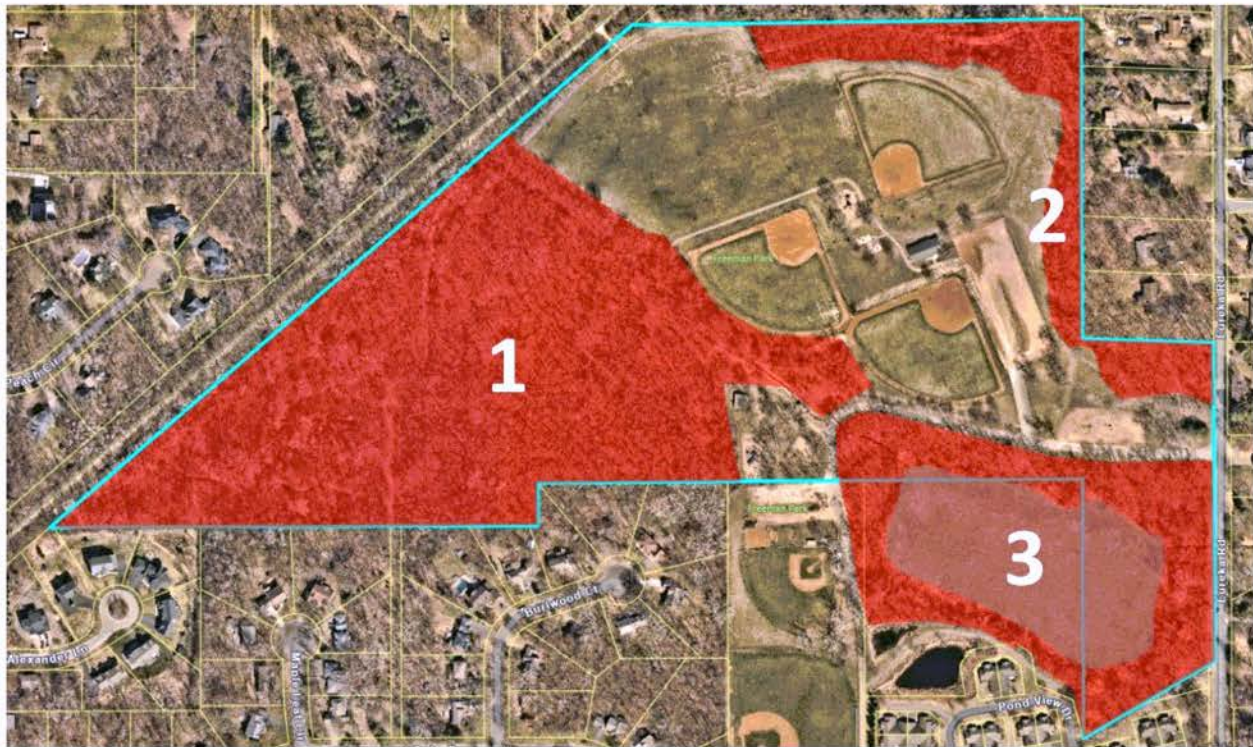
EXHIBIT A

Freeman Park - Shorewood, MN

Buckthorn Removal

Prepared by: Travis Lundquist

Revised: 11/6/2023



Unit 1 (19.55 acres) has dense stands of buckthorn throughout, ranging from seedlings to mature trees. Prairie restorations Inc. (PRI) is proposing the use of a trackloader with a mulching attachment to do the majority of the clearing in the unit. A hand crew will then follow behind, reserve cutting and stump treating, to cut down remaining buckthorn the trackloader could not access.

Unit 2 (3.93 acres) has a dense hedgerow of buckthorn on the outer edge of the woodland. For this unit, PRI is proposing a hand crew to work through this unit, removing cuttings and treating stumps. If this is the only unit to be cleared, the cuttings will be chipped and hauled off site.

Unit 3 (6.32 acres) is similar to unit 1, with a dense stand buckthorn around the edges of the wetland. For this area, PRI is proposing the use of a trackloader with a mulching

attachment will go through the unit to do the majority of the clearing. A hand crew will then follow behind to do reserve cutting and stump treat in areas the trackloader is unable to access.

In all units, Garlon 4 will be the selected herbicide used to treat the stumps with a blue indicator dye. PRI recommends follow up foliar treatments for resprouts and seedlings in years following the removal to further manage the infestation.

This proposal covers all work done in units two and three, with partial coverage of unit one, starting from the east side working west. Coverage in unit one would be roughly ten acres. Approximate project duration is 2.5 weeks to take place during the winter of 2023-2024.

Quote
Freeman Park - Shorewood, MN
Buckthorn Removal

Units 2,3, and part of unit 1\$67,000.00

Terms/Conditions:

- Payments are net 30 Days
- Pricing includes prevailing wage rates
- Taxes not included

Please let me know if you have any questions, and thank you for considering Prairie Restorations Inc.

Sincerely,
-Travis Lundquist

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

RESOLUTION 23-114

**A RESOLUTION AWARDING CONTRACT FOR THE BUCKTHORN REMOVAL
PROJECT**

WHEREAS, the City applied for and received a Minnesota Department of Natural Resources grant in 2021; and

WHEREAS, the City council approved resolution 21-026 approving the grant contract with the city's required match; and

WHEREAS, the City has solicited and received three quotes for the buckthorn removal project; and

WHEREAS, the City reviewed the quotes and has recommended that the agreement for the buckthorn removal project be awarded to Prairie Restorations, Inc.; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to authorize and direct to enter into a service agreement with Prairie Restorations, Inc. for and on behalf of the City of Shorewood.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of November, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

Title/Subject: Resolutions to Prohibit Parking – Enchanted Lane, Shady Island Road, Enchanted Drive, Birch Bluff Road, a portion of Grant Lorenz Road, and Strawberry Lane

Meeting Date: November 13, 2023

Prepared by: Matt Morreim, Public Works Director
Andrew Budde, City Engineer

Reviewed by: Marc Nevinski, City Administrator

Attachments: Resolution 23-115, Resolution 23-116, Resolution 23-117

7A
MEETING TYPE
Regular
Meeting

Background:

Enchanted Drive is the main thoroughfare that provides access to Enchanted Island and Shady Island residents. The road is generally 20' in width and has no shoulder, a 1'-3' gravel shoulder or the shoulder is a resident's front yard.



Enchanted Lane and Shady Island Road are approximately 20' wide, have a limited gravel shoulder or no shoulder, and have existing sporadic no parking signage that isn't consistent with the road. The gravel shoulder has deteriorated over time and is not in a condition to accommodate cars parking on it. Parking on the 20' road does not provide a safe and effective route for the general public, pedestrians, school buses, and emergency response vehicles.

Birch Bluff Road, the north portion of Grant Lorenz Road, and Strawberry Lane were reconstructed to an urban roadway with curb & gutter to the city standard street width of 26 feet. These streets are through streets with high traffic volumes and the city standard street width of 26 feet does not accommodate for parking on both sides of the roadway while also providing a safe and effective route for the general public, pedestrians, school buses, snow removal, and emergency response vehicles. Therefore, one side of the roadway has been designed and is planned to be signed for no parking according to the approved final plans.

The resolution for council to consider is to prohibit parking for the following:

1. Both sides of Enchanted Lane and Shady Island Road from the western city limits with Minnetrista to 200' west of Shady Island Circle
2. Both sides of Enchanted Drive from Enchanted Lane to 300' north of Enchanted Lane.
3. The north side of Birch Bluff from Tonka Bay to Grant Lorenz Road and the west side of Grant Lorenz Road from Birch Bluff Road to Edgewood Road
4. The west side of Strawberry Lane from Smithtown Road to West 62nd Street.

Staff recommends the resolutions for no parking along the identified roads.

Financial or Budget Considerations:

The cost for installation of no parking signage along Enchanted Lane, Shady Island Road, and Shady Island Circle will include Public Works staff time and the cost of the signs will be from the Public Works Operating Budget. The cost for the no parking signage for the Birch Bluff Road and the Strawberry Lane projects have been accounted for in their respective project budgets.

Action Requested:

1. Motion to approve the resolutions to prohibit parking for both sides of Enchanted Lane, Shady Island Road, and Enchanted Drive.
2. Motion to approve the resolutions to prohibit parking for the north side of Birch Bluff Road and the west side of Grant Lorenz Road.
3. Motion to approve the resolutions to prohibit parking on the west side of Strawberry Lane.

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

RESOLUTION 23-115

**A RESOLUTION TO PROHIBIT PARKING FOR BOTH SIDES OF ENCHANTED
LANE AND SHADY ISLAND ROAD AND ENCHANTED DRIVE**

WHEREAS, the City has existing sporadic no parking signage along Enchanted Lane and Shady Island Road; and

WHEREAS, the existing street width of 20' with gravel shoulders does not accommodate for parking on both sides of the roadway and still provide a safe and effective route for the general public, pedestrians, school buses and emergency response vehicles; and

WHEREAS, both sides of Enchanted Lane and Shady Island Road from the western city limits with Minnetrista to 200' west of Shady Island Circle shall be signed and enforced as no parking; and

WHEREAS, both sides of Enchanted Drive from Enchanted Lane to 300' north of Enchanted Lane shall be signed and enforced as no parking; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to sign and enforce no parking along both sides of Enchanted Lane and Shady Island Road from the western city limits with Minnetrista to 200' west of Shady Island Circle and both sides of Enchanted Drive from Enchanted Lane to 300' north of Enchanted Lane.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of November, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

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

RESOLUTION 23-116

**A RESOLUTION TO PROHIBIT PARKING ON THE WEST SIDE OF STRAWBERRY
LANE; CITY PROJECT 19-05**

WHEREAS, the City reconstructed Strawberry Lane, Peach Circle, and Strawberry Court as an urban roadway with curb & gutter at the city standard street width of 26 feet; and

WHEREAS, on through streets with higher traffic volumes such as Strawberry Lane, the city standard street width of 26 feet does not accommodate for parking on both sides of the roadway while also providing a safe and effective route for the general public, pedestrians, school buses, snow removal, and emergency response vehicles; and

WHEREAS, the east side of Strawberry Lane included the construction of a sidewalk adjacent to the back of curb. Providing on-street parking adjacent to the sidewalk best accommodates parking vehicles and pedestrians and creates an additional buffer from vehicle traffic to the pedestrians; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to sign and enforce no parking along the west side of Strawberry Lane from the intersection of Smithtown Road to West 62nd Street.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of November, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

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

RESOLUTION 23-117

A RESOLUTION TO PROHIBIT PARKING ON THE NORTH SIDE OF BIRCH BLUFF ROAD AND THE WEST SIDE OF GRANT LORENZ ROAD; CITY PROJECT 21-01

WHEREAS, the City reconstructed Birch Bluff Road, the north portion of Grant Lorenz Road, and Lee Circle as an urban roadway with curb & gutter at the city standard street width of 26 feet; and

WHEREAS, on through streets with higher traffic volumes such as Birch Bluff Road and Grant Lorenz Road, the city standard street width of 26 feet does not accommodate for parking on both sides of the roadway while also providing a safe and effective route for the general public, pedestrians, school buses, snow removal, and emergency response vehicles; and

WHEREAS, the south side of Birch Bluff Road and the east side of Grant Lorenz Road from Birch Bluff Road to Edgewood Road has less driveways than the opposite sides of the roadways and therefore can accommodate more on-street parking; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to sign and enforce no parking along the north side of Birch Bluff Road from the eastern city limits with Tonka Bay the intersection of Grant Lorenz Road and the west side of Grant Lorenz Road from the intersection of Birch Bluff Road to Edgewood Road.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 13th day of November, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Public Hearing – Certification of Assessments for unpaid charges
Meeting Date: November 13, 2023
Prepared by: Joe Rigdon, Finance Director
Reviewed by: Michelle Nguyen, Senior Accountant
Attachments: 2023 Certification Listing (Preliminary)

Background

Pursuant to Shorewood City Code 903.09, Subdv. 3(e) *Tax Assessments*, all delinquent accounts may be certified by the clerk who shall prepare an assessment roll each year providing for assessment of the delinquent accounts against respective property served and delivered to the city council for adoption prior to November 30th of each year. Upon adoption the clerk shall certify to the County Auditor the amount due, plus a certification fee as established in the Shorewood Master Fee Schedule and the County Auditor shall thereupon enter the amount as part of the tax levy on the premises to be collected during the ensuing year.

The City of Shorewood is responsible for providing water, sewer, stormwater, recycling and other services to property owners within the city limits. The City has established fees for the provision of these services as delineated in the City's Master Fee Schedule. All delinquent accounts were notified of the process pursuant to state statute and had sufficient time to make payment arrangements or pay the unpaid charges. In addition, all delinquent account holders were notified that property owners wishing to object to proposed assessments against their property should do so during the November 13, 2023 City Council meeting where council would consider the assessment levied against their property.

Financial Considerations

Assessing unpaid charges ensures that costs are recovered for services.

Action Requested: Staff recommends the City Council hold the public hearing and consider any property owner objections to the proposed assessments. After the public hearing, staff recommends approval of the attached Resolution Certifying Unpaid Charges to the 2024 Hennepin County Tax Rolls.

2023 Certification Listing (Not Final)

Account	Balance
005186-000	1,560.19
005224-000	579.62
005232-001	197.56
005232-002	3,176.08
005335-000	474.42
005338-000	599.74
005386-000	1,041.65
005478-000	1,221.12
005527-000	1,205.56
005635-000	414.66
005656-000	399.88
005680-000	1,048.52
005785-000	406.36
005841-000	589.16
006098-000	832.56
006125-000	320.00
006290-000	832.56
006308-000	1,614.49
006363-000	161.04
006426-000	350.69
006531-000	545.40
006545-000	360.04
006648-000	658.55
006654-000	706.83
006699-000	706.83
006855-000	755.39
006869-000	706.83
006919-000	755.39

006929-000	755.39
006946-000	755.39
006953-000	384.78
006979-000	755.39
006983-000	706.83
006997-000	755.39
007000-000	706.83
007029-000	706.83
007069-000	226.36
007109-000	706.83
007110-000	360.04
007126-000	360.04
007205-000	706.83
007337-000	468.61
007418-000	376.41
007509-000	706.83
007534-000	706.83
007675-000	755.39
007680-000	706.83
007680-001	755.39
007842-000	209.90
007867-000	706.83
008077-001	706.83
008134-001	1,347.26
008198-000	489.78
008342-000	706.83
008355-000	1,352.49
008396-000	626.35
008414-000	706.83
008422-000	507.06
008468-000	722.21

008494-000	272.39
008502-000	360.04
008589-000	418.78
008721-000	540.06
008750-000	882.86
008830-000	407.88
008844-000	554.43
008917-000	384.78
008953-000	674.62
008962-000	540.06
008997-000	540.06
009009-000	354.97
009023-000	577.17
009037-000	2,018.09
009077-000	667.51
009101-000	507.33
009243-000	632.61
009272-000	706.83
009295-000	360.04
009314-000	1,070.34
009426-000	2,340.68
009462-000	1,173.87
009475-000	442.92
009484-000	881.12
009501-000	360.04
009520-000	751.03
009554-000	882.26
009571-000	844.50
009577-000	513.93
009584-000	1,133.49
009597-000	740.81

009601-000	360.04
009628-000	613.98
009653-000	1,424.61
009668-000	637.31
009670-000	394.29
Total to be Certified	\$ 68,632.44

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 23-118

A RESOLUTION CERTIFYING UNPAID CHARGES ON THE 2024
HENNEPIN COUNTY PROPERTY TAX ROLLS

WHEREAS, pursuant to proper notice given as required by law, the Shorewood City Council has met, heard, and passed upon all objections to the proposed certifications of unpaid charges for municipal fees and utilities; and

WHEREAS, the delinquent amounts have been minimized through diligent collection efforts by city staff.

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

Such proposed certification of unpaid charges, a copy of which is available in the City Clerk's office and referred to as Exhibit 1 and made a part of the resolution hereof, is hereby accepted and shall continue a lien against the lands named therein.

Such certification, which is due to the County Auditor no later than November 30, 2023, shall be payable over a period of one year on or before the first Monday in January. The owner of the affected party may, at any time prior to certification of unpaid charges to the County Auditor, pay the whole of the certified unpaid charges to the city clerk on such property, including the assessment fee of \$50.00 payable to the City of Shorewood.

The clerk shall forthwith transmit a certified copy of this certification roll to the County Auditor to be extended on the property tax lists of the county and such certified unpaid charges shall be collected and paid over in the same manner as property taxes.

Hennepin County Special Assessment Division is hereby authorized to certify the unpaid charges, on the property tax rolls payable in 2024, for the following services:

Water Levy #	To be updated
Sewer Levy #	To be updated
Stormwater Levy #	To be updated
Recycling Levy #	To be updated
<u>Delinquent Fee Levy #</u>	<u>To be updated</u>
Total Levy-City of Shorewood	\$68,632.44

ADOPTED BY THE SHOREWOOD CITY COUNCIL this 13th day of November 2023.

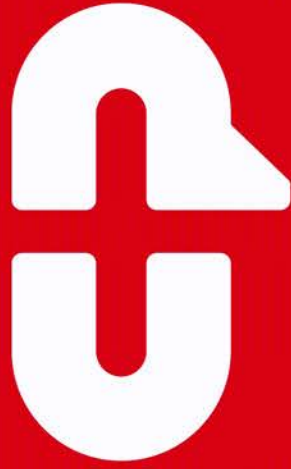
ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

9A.1





MN - Shorewood Project Kickoff Meeting



Agenda

+ *Project Team: Introductions, Communication, Approval*

+ *Scope of Work: Verify understanding of line items*

+ *Implementation Process*

+ *Client Deliverables*



Your Team



Introductions



Project Communication



Approval Process



Introduction



Hanna Shoemaker
Project Manager

Communication & Coordination



Jay Moine
Art Director

Design & Functionality



Jeppie Gutierrez
Web Content Specialist

Navigation & Usability



Scope of Work

Products

- CivicPlus Central Website
- Premium Package

Modules

- All Standard [Modules/Functionalities](#) featured on latest platform
- Notify Me®
- Request Tracker (unlimited email subscribers/500 text subscribers)

Technical Setup & Support

- 1 Domain set up & 1 SSL Certificate for <https://ci.shorewood.mn.us/>
- 24/7 Technical Support, [Help Center](#)



Scope of Work



Design

- Premium: Layout and Color Proposal
- 1 Design Concept with up to 1 **advanced design components**
- 0 **Department Header Packages** or Custom Banner Images



Content

- Up to 200 pages of content transferred from <https://ci.shorewood.mn.us/>
- 200 meetings worth of agendas / minutes in PDF format
- **Not included** – content creation, custom HTML, data from internal servers, time-sensitive information (calendar entries, bid postings, news items, job postings, press releases), 3rd Party Content, intranet content or content requiring a sign in*



Professional Services

- 6 blocks / 3 days of virtual Training for up to 8 users



Implementation Process: Part 1

Initiate

- Project Kickoff Meeting
- Timeline Approval



Analyze / Content

- Client Deliverables
- Design Discovery Meeting
- Content Process Meeting
- Mood Board and Layout Approval



Design & Configure / Content

- Design Concept Meeting
- Design Concept Approval
- Content Cutoff – Request Training



Optimize

- Website Reveal Meeting





Implementation Process: Part 2



Educate

- Website Training



Launch

- Website Acceptance
- Website Launch Confirmation Meeting
- Launch



Project Technology



Cloud Coach/Timeline

- Project management software
- Transparency and communication tool
- Tracks tasks and project timeline
- Link to project timeline



SharePoint

- File sharing, storage and collaboration
- Client Deliverables
- No account setup is required



Zoom

- Audio / Video conference platform
- Connection information is included in all meeting invites



Customer Deliverables

Proposed Due Date: **12-08-2023**

- ✓ *Photos for Design*
- ✓ *Logo(s) and Branding Materials*
- ✓ *DNS Form*
- ✓ *Design Discovery Form*
- ✓ *Google Analytics Form*



Next Steps

- ✓ **After the Meeting**
Start gathering and submitting client deliverables.
Due: **12-08-2023**

- ✓ **Timeline**
I will send the tentative timeline to you next week.
Review and approve by **12-01-2023**

- ✓ **Questions?**

- ✓ **Thank You!**