

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 14, 2022**

**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____
Siakel____
Johnson____
Callies____
Gorham____

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 Special Meeting Minutes of October 19, 2022 | Minutes |
| B. Economic Development Authority (EDA) Meeting Minutes of October 24, 2022 | Minutes |
| C. City Council Regular Meeting Minutes of October 24, 2022 | Minutes |
| D. City Council Special Meeting Minutes of October 27, 2022 | Minutes |
| E. Approval of the Verified Claims List | Claims List |
| F. Accept Donations from American Legion Post 259 and Lucky's Station for Arctic Fever Event | Parks/Rec Director Memo
Resolution 22-108 |
| G. Approve Employment Agreement for Marc Nevinski for City Administrator | Interim City Administrator Memo |
| H. Approve Lease Renewal with AT&T | Interim City Administrator Memo
Resolution 22-109 |
| I. Approve Assessment Agreements for Water Connections | Finance Director Memo
Resolution 22-110 |

- J. Approve Change Order No. 1 and Accept Final Improvements for Glen Road, Amlee Road, & Manitou Lane Landscape Project, City Project 18-08 City Engineer Memo Resolution 22-111
- K. Accept Quotes and Award Contract for 2022 Street Sweeping Debris Removal, City Project 22-08 City Engineer Memo Resolution 22-112
- L. Authorize Application for Matching Grant, Public Works Safety Equipment. Director of Public Works Memo

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the mayor and council. When you are recognized, please raise your hand or use the raise your hand feature. Please identify yourself by your first and last name and your address for the record. After this introduction, please limit your comments to three minutes. No action will be taken by the council on this matter. The mayor or council may request that staff place this matter on a future agenda or ask staff to address it during Item 10. Staff Reports. (No Council Action will be taken)

4. ENGINEERING/PUBLIC WORKS

- A. Accept Bids and Award Contract for Birch Bluff Improvements, No Parking, and Authorize Wetland Bank Purchase, City Project 21-01 City Engineer Memo Resolution 22-113 Resolution 22-114 Resolution 22-115
- B. Strawberry Lane Easement Update City Engineer Memo

5. GENERAL/NEW BUSINESS

- A. **PUBLIC HEARING:** Assessment for Unpaid Bills Approve Assessment for Unpaid Bills Finance Director Memo Resolution 22-116
- B. 2022 Bond Issuance Finance Director Memo Resolution 22-117

6. STAFF AND COUNCIL REPORTS

- A. Staff
 - 1. 2022 General Election Update City Clerk/HR Director Memo
- B. Mayor and City Council

7. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL SPECIAL WORK SESSION MEETING
WEDNESDAY, OCTOBER 19, 2022

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:00 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Councilmember Callies called the meeting to order at 5:00 P.M.

A. Roll Call

Present. Councilmembers: Siakel, Gorham, and Callies; and Interim City Administrator Shukle.

Absent: Mayor Labadie and Councilmember Johnson.

B. Acting Mayor

Siakel moved, Gorham seconded, to appoint Councilmember Callies as Acting Mayor for this evening's meeting. Motion passed 3/0.

Gorham moved, Siakel seconded to adopt the agenda as presented. Motion passed 3/0.

C. Discuss Semi-Finalist Candidates for City Administrator; Select Finalists for Interviews

The Council reviewed the list of semi-finalists and determined to narrow the list from 6 candidates to 3 for interviews. Candidates #1, #2 and #6, were selected for interviews. Interviews will be held on Thursday, October 27, 2022, beginning at 5:00 p.m. at Shorewood City Hall. Interviews will be 45 minutes in length with discussion on the results of the interviews to follow.

D. ADJOURN

Siakel moved, Gorham seconded, Adjourning the City Council Work Session Meeting of October 19, 2022, at 5:25 p.m. Motion passed 3/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, OCTOBER 24, 2022

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
6:15 P.M.

MINUTES

1. CONVENE ECONOMIC DEVELOPMENT AUTHORITY MEETING

President Labadie called the meeting to order at 6:35 P.M.

A. Roll Call

Present. President Labadie; Commissioners Gorham, and Callies; City Attorney Shepherd; Interim City Administrator Shukle; City Clerk/HR Director Thone; Assistant Treasure/Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: Commissioners Johnson and Siakel

B. Agenda

Callies moved, Gorham seconded, to Approve the Agenda, as presented. All in favor, motion passed.

2. APPROVAL OF MINUTES

A. EDA Minutes of June 13, 2022

Gorham moved, Callies seconded, to Approve the EDA Minutes from June 13, 2022, as presented. All in favor, motion passed.

3. NEW BUSINESS

A. Resolution Authorizing the EDA to Exercise the Full Call Option on the 2017A Lease Revenue Refunding Bonds

Assistant Treasurer/Finance Director Rigdon stated that opportunities to reduce the tax levy have been discussed previously and explained that this particular idea would pay off the 2017 building bonds, that were originally issued by the EDA in 2008. He explained that the proposal is to pay off the bonds by using General Fund Reserves. He stated that if the City takes this action, they will be able to reduce the annual levy.

Councilmember Gorham asked what this would amount to for levy percentages.

Assistant Treasurer/Finance Director Rigdon stated that it should get the levy down to 5.5% which began at 8.9%.

Councilmember Gorham explained that his goal was to get the levy as low as possible, so he feels this is the right thing to do. He stated that he also thinks this is a good idea because he expects the City will begin seeing material costs increases.

Callies moved, Labadie seconded, Adopting RESOLUTION NO. 22-2, "A Resolution Providing for the Redemption and Prepayment of the Shorewood Economic Development Authority Public Project Lease Revenue Refunding Bonds, Series 2017A." All in favor, motion passed.

4. ADJOURN

Gorham moved, Callies seconded, Adjourning the Economic Development Authority Meeting of October 24, 2022, at 6:42 P.M. Motion passed 3/0.

ATTEST:

Jennifer Labadie, President

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 24, 2022

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 Gorham, and Callies; City Attorney Shepherd; Interim City Administrator Shukle; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: Councilmembers Johnson and Siakel

C. Review Agenda

Gorham moved, Callies seconded, approving the agenda as presented. All in favor, motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Callies asked to remove item 2.G. from the Consent Agenda and move it to the regular agenda for discussion as item 7.C.

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

A. City Council Regular Meeting Minutes of October 11, 2022

B. Approval of the Verified Claims List

C. Ordinance City Code Supplement S-17-2022, Approving Ordinance 594 and Adopting RESOLUTION NO. 22-099, "A Resolution Approving Summary Publication of Ordinance 594 Enacting and Adopting the 2022 S-17 Supplement to the Code of Ordinances for the City of Shorewood."

D. Establishing Polling Places for 2023, Adopting RESOLUTION NO. 22-100, "A Resolution Designating 2023 Polling Precinct Locations for the City of Shorewood."

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- E. Accept Arctic Fever Donations, Adopting RESOLUTION NO. 22-101, "A Resolution Accepting Donations to the City of Shorewood 2023 Arctic Fever Event."**
- F. Change Order for Silverwood Park, Adopting RESOLUTION NO. 22-102, "A Resolution to Accept Change Order for Silverwood Park Improvements; City Project 21-05"**
- ~~G. Interim Administrator Contract Extension (Removed for discussion and as item 7.C.)~~**
- H. Approve Excluded Bingo Permit Application, Adopting RESOLUTION NO. 22-103, "A Resolution Approving a Temporary Excluded Bingo Permit for Skippers Booster Club"**
- I. Approvement Permanent Appointment of Planning Technician**
- J. Approve Deadline Extension for Code Compliance, Location: 26580 62nd Street West, Adopting RESOLUTION NO. 22-104, " A Resolution Approving a Request for Extension to Correct a Code Violation for Property Located at 26580 62nd Street West"**

All in favor, motion passed.

3. MATTERS FROM THE FLOOR

No one wished to address the Council.

4. REPORTS AND PRESENTATIONS

A. Hennepin County Commissioner, Chris LaTondresse

Hennepin County Commissioner, Chris LaTondresse, gave a brief presentation to the Council that outlined District 6 and some of the things that the County government has been working on. He reviewed the efforts made by the County through various vaccination events in order to battle Covid-19. He described some of the ways the American Rescue Plan Acts funds were used throughout the District and gave an overview of the County efforts related to housing stability; public safety; and support for the small business community. He displayed a list of the current and future transportation projects around Lake Minnetonka.

Mayor Labadie thanked County Commissioner LaTondresse for presenting this information to the Council.

County Commissioner LaTondresse introduced his staff that were also present and encouraged residents, or the Council, to contact their office if they ever need assistance.

5. PLANNING

A. Report by Commissioner Holker on October 4, 2022 Planning Commission Meeting

Planning Commissioner Holker gave a brief overview of the discussion and actions taken at the October 4, 2022 Planning Commission meeting.

B. Variance to Grade in Lake Minnetonka Shore Impact Zone
Applicant: Karen Kinzie
Location: 27190 Edgewood Road

Planning Director Darling explained that this is a request to grade inside the Shore Impact Zone at 27190 Edgewood Road. She explained that the Shore Impact Zone is the land located between the Ordinary High Water Level (OHWL) of a public water and a line at half the structure's setback and explained that for Lake Minnetonka this is twenty-five feet from the OHWL. She stated that the home was built in 1986 by a previous owner and noted that following its construction, staff received complaints regarding fill that was brought to the site. Staff found that the homeowner had raised the level of the home so that there was less floodplain on the property and the ordinance prohibiting grading within the Shore Impact Zone had just been adopted. She noted that she suspects that the floodplain regulations were also very different at that time than in their current form. She explained that staff, in conjunction with the DNR, ultimately decided that rather than pulling all the dirt back out and re-exposing the shoreline, they chose to issue a variance instead which mean that there were some odd berming and lumps left behind. She explained that the current applicant would like to provide a more gentle slope towards the lake rather than having the large mound. She stated that there is very little impact off of the property from this action, but explained that the City would require more Best Management Practices (BMP) for grading and site control to ensure that there is not an issue with runoff. She explained that the applicant was proposing to grade eighteen feet to the OHWL and reiterated that the berms were constructed by a previous property owner and this is a proposal to remove those artificial obstructions. She stated that permitting this grading activity within the Shore Impact Zone is unusual, but staff believes that using the property BMPs will control runoff and prevent discharge of pollutants. She noted that rather than requiring a double row of silt fence, the Council could require a double row of bio-logs. She stated that staff and the Planning Commission recommend approval, subject to the conditions listed in the staff report. She noted that there was a typographical error noted in condition (c) that should state, 'permanent ground cover shall be planted...'.

Councilmember Gorham asked if this was unusual because there was a variance to add the berms and now a variance is also needed to remove the berms. He asked what the berms were doing with the runoff.

Planning Director Darling stated that it looked as though it was just a place for some of the excess soil and does not think it was helping the drainage situation in the area. She stated that the way it was graded, it appears as though it would hug around the pool area and snake out through a few areas of the backyard.

Kevin Kinzie, 27190 Edgewood Road, stated that he believes the berms were created just as a way to get rid of the dirt. He stated that water goes to the lake and the rest goes back towards the house as well as to the neighbors. He stated that they are just trying to correct a wrong and make it right which should create a flow away from the house and not be an issue for their neighbor. He stated that it will also create a more flat area so it does not enter the lake at such a steep level.

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Councilmember Gorham asked if the idea was that the vegetation would help slow it down and the BMPs would help reduce the runoff.

Planning Director Darling explained that the BMPs would help until the vegetation is fully established.

Councilmember Gorham confirmed that the first variance was done posthumously.

Mayor Labadie stated that she has been to this property and has seen the grading and would agree with the description given by Planning Director Darling that they were artificial obstructions.

Gorham moved, Callies seconded, Adopting RESOLUTION NO. 22-105, “A Resolution Approving A Variance to Grade Within the Shore Impact Zone for Lake Minnetonka on Property Located at 27190 Edgewood Road.” All in favor, motion passed.

6. ENGINEERING/PUBLIC WORKS

A. Accept Bids and Award Bid for Strawberry Lane Project, City Project 19-05

City Engineer Budde stated that on September 12, 2022, the Council gave staff the authorization to advertise and open bids for this project which were opened on October 13, 2022. He noted that the City received a total of eleven bids with the low bid being submitted by Kuechle Underground out of Kimball. He explained that the construction costs were about three percent above the engineer's estimate and brought the total project cost to about \$700,000 over the CIP budget. He stated that the bidding was competitive, and the construction prices across the industry have seen inflation of about fifteen percent. He noted that staff had considered ways that the plans could be modified in order to come in closer to budget but felt did not feel cutting out any of the scope made much sense, so they are recommending approval, as presented. He gave a brief overview of a proposed timeline, if this is approved, including tree removal happening in November. He reminded the Council that the substantially complete date would be September 1, 2023.

Councilmember Callies noted that the Council has discussed this project a lot and she would agree that she did not feel altering the scope was the right way to go. She stated that it is unlike that costs will go down and would like to see the City move forward and complete the project on time.

Councilmember Gorham stated that the bids were all very close and that this was a healthy bid. He stated that he thinks this also shows the importance of bidding these kinds of projects in the fall. He noted that it also shows that the City is not immune to the national escalation in material costs which means if the City tried to cut anything and throw it into the next year, he felt it would just end up costing the City even more money.

Mayor Labadie stated that she completely agreed with the comments made by her colleagues.

Gorham moved, Labadie seconded, Adopting RESOLUTION NO. 22-106, “A Resolution to Accept Bids and Award Contract for the Strawberry Lane Reconstruction, City Project 19-05.” All in favor, motion passed.

7. GENERAL/NEW BUSINESS

A. 2022A Street Reconstruction and Utility Revenue Financing

Shannon Sweeney, David Drown Associates, gave a brief presentation that highlighted the process of adopting a ten year CIP which was done in December of 2020. He explained that the Street Reconstruction Plan authorizes the issuance of public financing to fund specific project costs that are eligible under that statute. He stated that the City has several projects where they have now received bids for the 2022 Street Reconstruction Projects including: Strawberry Lane; Strawberry Court; Peach Circle; the Rehabilitation of Wastewater Lift Stations 7, 9, and 10, and the 2022 Mill and Overlay. He noted that based on current conditions, he is recommending negotiated bank placements for the issuance of public debt which is different than what they have done in the past with a competitive sale and gave a brief overview of the reason for the different approach. He stated that they are recommending that the City authorize them to work with R.W. Baird as a bank placement agent in order to solicit multiple proposals.

Councilmember Callies asked if Finance Director Rigdon had also looked through this information and agreed with the recommendation being made by David Drown Associates.

Finance Director Rigdon stated that he had reviewed it and also felt that it was something that the City needed to do in order to get the cheapest and best benefit.

Callies moved, Gorham seconded, Adopting RESOLUTION NO. 22-107, “A Resolution Initiating the Sale of a General Obligation Street Reconstruction and Utility Revenue Note Series 2022A Through Negotiated Bank Placement.” All in favor, motion passed.

B. Accept Communications/Recycling Coordinator Resignation and Approve Organizational Changes and Advertisement/Recruitment for Position

Interim Administrator Shukle explained that Communications/Recycling Coordinator Julie Moore, who had served in various roles for the City over the last twenty years, had submitted her letter of resignation. He stated that upon receiving her letter, staff took a look at the current staffing and the organizational needs. He stated that staff is proposing to divide up the duties of the Communications/Recycling Coordinator position and have them be absorbed by the Deputy City Clerk, the Administrative Assistant, the part-time Administrative Assistant, and by changing some of the City Clerk/HR Director Thone's duties to make that position more of what is called an Administrative Services Director. He gave an overview of the staff who would be absorbing these duties, explained the proposed change from City Clerk/HR Director to Administrative Services Director, and the recommendation to add a part-time Administrative Assistant. He noted that these changes will only have a slight impact on the 2022 budget and have a total impact for 2023 of \$11,484. He noted that this change gives the opportunity for current employees to advance themselves and utilize their skill sets.

Councilmember Callies stated that she can tell a lot of work has gone into this proposal and explained that she supported the possibility of having internal promotions, however, she had significant concerns about the timing of these changes and some of the job descriptions. She stated that she did not think this was the correct time to make these changes and felt it should be done after the new City Administrator was in place because she thinks it will be important for that individual to have input. She stated that the packet materials indicated that the current employees are ready, willing, and able to step into the new positions, which indicated to her, that this has already been discussed with them. She explained that she feels that this is something that should

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have come to the Council in advance, perhaps at a work session and not just already being proposed as to how the City is going to be reorganized. She stated that she feels that this process has been done backwards and reiterated that the Council should have been involved on the front end. She noted that she did see some merit in combining some of these positions, but has major concerns about the Administrative Services position because she feels this job description is for a City Administrator and felt it was too much authority for this size of a City. She stated that City Clerk/HR Director Thone has done an excellent job with data practices and some of her other duties, but she feels this recommendation is going too far because it is essentially an Assistant City Administrator and looks like a City Administrator. She stated that she felt that the Council needed to take a step back for a closer look and noted that she felt it was also important to remember that there were two Councilmembers not in attendance tonight who should be given the opportunity to weigh in on these changes.

Councilmember Gorham stated that his first issue is with the timing of this change just prior to a new City Administrator coming on board. He stated that it is a bit hard to tell what Communications/Recycling Coordinator Moore was doing and how the roles were exported to other staff members. He asked if this was just her thirty-two hours split as eight hours each to the four individuals.

Interim City Administrator Shukle stated that Communications/Recycling Coordinator Moore was currently at forty hours/week and had previously been at thirty-two hours/week.

Councilmember Gorham asked if every employee who had been at thirty-two hours/week is now at forty hours/week?

City Clerk/HR Director Thone explained that the Communications/Recycling Coordinator position was the only one that was at thirty-two hours/week until that changed in 2021 when it moved to forty hours/week. She stated that Michelle Norman is currently at twenty hours/week, but has been working extra since the City has been down a position at the Community Center and explained that everyone else is full-time.

Councilmember Gorham stated that there is a lot happening in the staff report and this would be a huge undertaking. He stated that he did not feel that the Council had received enough information at this point. He stated that what has been presented seems to fit neatly, but explained that he did not think the Council had been presented with enough evidence to make the decision that this is the right way for the City to go. He stated that he agreed with Councilmember Callies point that this may have been a good topic for a work session discussion.

Mayor Labadie stated that she agreed with all of the comments that have been made and noted that she had posed a question earlier today about whether the proposed pay grades with the new tasks are accurate. She stated that she honestly does not know the answer and would be uncomfortable voting to approve this proposal without more information. She explained that she felt a decision would be premature, at this point. She stated that there also was not a full Council present at tonight's meeting. She stated that she was not implying that this proposal is wrong or would be a bad decision, but feels that the Council needed more justification, and would like it to be a full Council decision. She noted that she was well aware that the City was currently short staffed and that there will be an election soon so she feels the Council owes staff an explanation and some suggestions to bridge the gap that they are facing right now.

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Councilmember Callies stated that staff is already in place for the elections and did not think that Communications/Recycling Coordinator Moore was involved in those duties.

Interim City Administrator Shukle stated that Communications/Recycling Coordinator Moore was assisting with the elections.

Councilmember Callies suggested that the City could hire a temporary person and let them know that there is a possibility that it may become a permanent position. She asked what the essential functions that were being done by Communications/Recycling Coordinator Moore that need to be done right now and asked if the City could advertise for that position.

Councilmember Gorham stated that they could also work 'out of class' to make up for what Communications/Recycling Coordinator Moore has been doing. He stated that they could be compensated at the other level as long as they are doing these other duties and taking on more responsibilities.

Councilmember Callies stated that she feels that raises a bigger issue and did not think that the Council was up to speed in terms of what the City's hiring practices are or anything about the tests are that people are asked to perform. She stated that she thinks the Council should be getting that information and noted that there may be other positions in the City that could use their title being changed or looked at more closely. She noted that, to her, it looks like this has been under consideration for some time and not like it was simply put together in a two week time period.

Mayor Labadie stated that she has no problem rewarding the existing employees, but there has been discussion at several meetings about the need to review the City's pay grades and pay structures at the annual retreat. She stated that it feels like a lot was put in front of the Council and she reiterated that she would be uncomfortable proceeding forward without, at least, most of the Council being present.

Councilmember Gorham reiterated that he also felt that it would make a lot of sense to have the new City Administrator in place before this is considered.

Councilmember Callies suggested that perhaps the City hire the proposed part-time position in order to give some time for the employees to continue in their current positions.

Interim City Administrator Shukle stated that he felt that would be acceptable. He stated that he understood the Council's concerns about this proposal and noted that they had not been expected to receive Communication/Recycling Coordinator Moore's resignation. He explained that staff took a look at what they have in place and what could be done to fill those gaps with what they already have and by taking advantages of the existing skill sets. He stated that their goal was to utilize their abilities so the City would not have to miss a step along the way. He stated that with the job market the way it is and with the difficulty in recruiting to fill positions in both the private and public sector, they felt that the City already had people that could do this work and this would also be a way to reward them. He assured the Council that the thought was "not just to simply slam something down their throats."

Councilmember Gorham stated that he did not think the Council was trying to say that and noted that they all think the City staff is great. He noted that they certainly want them to be happy and be able to grow within the City, but there was a lot of information packed into a four page staff

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report. He stated that he would like to see more information, for example, their resumes because what was presented was just too condensed.

Mayor Labadie stated that she agreed but wanted to make sure the Council gave staff some direction. She stated that she has heard the suggestion of scheduling a work session which she feels a good idea. She stated that she was not sure that this discussion could wait until the annual retreat which will not happen until at least January of 2023.

Councilmember Callies stated that the earliest the City would have a new City Administrator is December, so perhaps discussing this in January, at the retreat, would make the most sense.

Councilmember Gorham noted that he would also like the new City Administrator to be involved in these work session discussions or at the retreat.

Mayor Labadie asked what direction the Council would like to give regarding the immediate need for tasks that were being completed by Communications/Recycling Coordinator Moore.

Councilmember Callies stated that she does not think the Council has a good sense of those tasks.

Mayor Labadie asked City Clerk/HR Director Thone to give the Council a general idea of how many hours a part-time employee would be needed to bridge the gap while these discussions are taking place.

City Clerk/HR Director Thone asked if the Council wanted to utilize the current employees to fill the gaps and then plan to bring someone in to do more of the entry-level type duties or if they were wanting to see how many hours were being done with communications, recycling, and events.?

Councilmember Callies stated that the Council needed to know what the main responsibilities are that need to be filled with this resignation. She noted that the new Park and Recreation Director will be taking over the communication duties for the Shorewood Community and Event Center.

City Clerk/HR Director Thone walked the Council through some examples based on her job description and the organization that was included in the packet.

Councilmember Callies stated that she would just like to focus on Communication/Recycling Coordinator Moore's duties.

City Clerk/HR Director Thone explained that would be the eight hours of lead communications and another six to eight hours of social media component along with the newsletter. She stated that the proposal was for all of those to move to the Administrative Communications Coordinator. She stated that the recycling duties are about six hours a week which was proposed to go to the Communications Recycling Coordinator position. She noted that the other duties would be backing up the front desk and handling events.

Councilmember Callies stated that the Council has not yet decided on the reorganization that City Clerk/HR Director Thone is describing and explained that they are just trying to fill the gap that this resignation leaves. She stated that perhaps the best approach would be just hiring for the position as it is right now and noted that it could be considered a temporary position.

Mayor Labadie stated that if this is a temporary position, she questioned whether the City still needed to have someone work forty hours/week. She stated that she feels that the Council is speculating on a lot of questions that they do not necessarily have the answers to because they do not know the exact job duties that were being performed by Communications/Recycling Coordinator Moore. She stated that she likes the concept of putting a temporary person in place while this is examined more closely.

City Clerk/HR Director Thone noted that Communications/Recycling Coordinator Moore's current job description was included in the packet. She stated that if the City advertises and posts for the existing position, it will not give an opportunity for the current employees to advance in the future, unless they do put it in place as a temporary position. She noted that the job market right now is somewhat difficult and she is not sure that the City would have a lot of luck filling a temporary position because it has also been difficult to fill permanent positions. She stated that she felt it was also easier to fill full-time positions than it is part-time positions.

Mayor Labadie stated that she does not doubt any of the information City Clerk/HR Director Thone just shared and understands that the current job market is not an easy one.

Councilmember Gorham stated that it appears as though everyone is generally full-time with the exception of Ms. Norman. He asked if Ms. Norman could just go full-time, on a temporary basis, in order to buy the City some time to consider this situation and hire the new City Administrator.

City Clerk/HR Director Thone stated that they could certainly ask if Ms. Norman would consider that option.

Councilmember Callies noted that Ms. Norman had been interested in taking on the Recycling Coordinator duties.

Councilmember Gorham explained that was what he had meant when he made the statement earlier about working 'out of class' so she would be doing this role until the picture is more clear and explained that he did not want to lose Ms. Norman.

Councilmember Callies asked if the City could use an intern to put together the newsletter.

Mayor Labadie reiterated that the Council was spending a lot of time speculating. She stated that she did not oppose offering Ms. Norman more hours and compensating her for that, but was not sure if that would be enough to replace a forty hour/week employee. She suggested that perhaps the City could also advertise for a part-time temporary employee.

Councilmember Gorham stated that it is clear that the Council needs a bit more time and reiterated that he feels this kind of decision should have the involvement of the new City Administrator. He stated that if Ms. Norman would agree to go full-time for the time being, it would give the Council time to get to the point where they can have the larger discussion with the new City Administrator. He stated that he would rather make a slight change until January/February rather than move forward with the dramatic landscape shift that has been suggested.

Mayor Labadie reiterated that at this point, Council was directing staff to offer more hours to Ms. Norman and hold off on filling these duties on a permanent basis until the new City Administrator

is in place, when the Council can have a more thorough work session discussion about it, and when there is a full Council present.

Callies moved, Labadie seconded, Accept Communications/Recycling Coordinator Moore's resignation and offer a full-time position to Michelle Norman in order to take on additional tasks vacated by the Communications/Recycling Coordinator position. All in favor, motion passed.

C. Interim Administrator Contract Extension (Moved from Consent Agenda item 2G)

City Attorney Shepherd stated that Interim City Administrator Shukle's term of employment with the City began on May 2, 2022 and was to go through November 2, 2022. He explained that the City is still in the process of searching for a new City Administrator, so staff is recommending that the agreement with Interim City Administrator Shukle be extended to three weeks after the commencement of employment of a permanent City Administrator.

Councilmember Callies stated that she had pulled this item for discussion because she would like to bring this back to the meeting on Thursday because she thinks there might then be a better sense where things are at with the selection of a City Administrator. She stated that November 2, 2022 is coming up quickly, so the Council may still have to do something, but was not sure it was necessary for there to be three weeks after the permanent City Administrator is hired. She noted that anyone stepping into this position will be an experienced individual and is not sure that much of a time period would be necessary and noted that former City Administrator Lerud was not at the City when Interim City Administrator Shukle came on board. She reiterated that she was hopeful that the Council will have a better idea of where things stand following their meeting on Thursday.

Mayor Labadie stated that the meeting for Thursday has already been noticed and this item was not on that notice and asked if that could still be brought up.

City Attorney Shepherd stated that he would recommend that the Council did not discuss it at the special meeting because it was intended to be for just that particular topic.

Mayor Labadie suggested that, because of the approaching deadline, that the language be changed to 'up to' three weeks, or, 'no more than' three weeks, in the extension agreement.

City Attorney Shepherd stated that if that was the direction from Council, he would recommend it be 'until the commencement of employment' or perhaps a week. He noted that he thinks the City should have a finite period of time rather than something that is then once again negotiated.

Councilmember Gorham stated that he did not think it seemed like a bad idea to have some overlap and asked if former City Administrator Lerud had any overlap with Interim City Administrator Shukle.

Interim City Administrator Shukle stated that they had one day of overlap.

Councilmember Gorham asked if Interim City Administrator Shukle felt that a three-week overlap was necessary?

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

OCTOBER 24, 2022

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Interim City Administrator Shukle stated that he is fine with it, but is open to anything and explained that he has plans to leave town in late January. He stated that the candidate that the City selects may be able to come in and hit the ground running, but noted that from his past experience, it is nice to have someone there during the transition.

Councilmember Gorham stated that he likes the idea of changing the language to 'up to' three weeks and then it can be determined based on the candidate.

City Attorney Shepherd reiterated that could be done, but his goal, with this amendment, was based on the fact that the City does not know when the new City Administrator will be starting so by tying it to the commencement of that employment, then the City has some wiggle room.

Councilmember Callies stated that, in her opinion, three weeks feels like a lot of time for there to be overlap for an experienced person.

Mayor Labadie suggested an amendment to be '...shall extend no longer than...'.

City Attorney Shepherd noted that with this change the Council would then be negotiating that time period at a later date. He suggested that the Council just pick a time period and stick with it, for example, one week.

The Council came to a consensus that they supported an overlap between the new City Administrator and the Interim City Administrator of one week.

Labadie moved, Gorham seconded, to Extend the Interim City Administrator Term as proposed in the First Amendment to the Interim Administrator Agreement, with the modification of removing 'three weeks' and replacing the language with 'one week'. All in favor, motion passed.

8. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

City Engineer Budde stated that the Smithtown Pond project will begin moving dirt next week.

Planning Director Darling noted that the City has been experiencing more vandalism at Badger Park and in one instance they were able to catch three boys that were involved. She stated that she demanded a written apology from each of them, but has only received one thus far, which she found concerning. She stated that she and Interim City Administrator Shukle will be determining what other steps should be taken for the individuals who have not come forward with a written apology. She stated that she will forward the report and the one letter to the Council. She stated that there will also be some potential abatements coming before the Council over the next month or so. She explained that the deer management program was in full swing and noted that one hunt was completed on October 14-16, 2022 where ten deer were harvested. She noted that there are two more hunts coming up on October 28-30, 2022 and November 11-13, 2022.

B. Mayor and City Council

9. ADJOURN

Gorham moved, Callies seconded, Adjourning the City Council Regular Meeting of October 24, 2022, at 8:32 P.M. All in favor, motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT

CITY OF SHOREWOOD
CITY COUNCIL SPECIAL WORK SESSION MEETING
THURSDAY, OCTOBER 27, 2022

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:45 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 5:45 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers: Siakel, Gorham, Johnson and Callies; Interim City Administrator Shukle; Patty Heminover, Baker Tilly.

Absent: None

B. Approve Agenda

Callies moved, Siakel seconded, to adopt the agenda as presented . Motion passed 5/0.

C. Interview Finalists for City Administrator position.

Marc Nevinski was first to interview. The City Council asked a series of questions. Upon completion of the interview, the second finalist, Dan Madsen, was interviewed. The same questions were asked of Mr. Madsen.

D. Discussion

The City Council then discussed the finalists. They determined that both were well qualified for the position. Consensus was to direct Patty Heminover, Baker Tilly to extend an offer of employment to Marc Nevinski. If the offer is unacceptable to Mr. Nevinski, the Council directed that the position be offered to Dan Madsen.

E. ADJOURN

Callies moved, Gorham seconded, adjourning the City Council Work Session Meeting of October 27, 2022, at 8:13 p.m. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



#2 E

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: November 14, 2022

Prepared by: Michelle Nguyen, Senior Accountant
Joe Rigdon, Finance Director

Attachments: Claims lists

Policy Consideration:

Should the attached claims against the City of Shorewood be paid?

Background:

Claims for council authorization.

67695 - 67732 & ACH	738,423.77
Total Claims	\$738,423.77

We have also included a payroll summary for the payroll period ending **October 23, 2022**
& November 6, 2022.

Financial or Budget Considerations:

These expenditures are reasonable and necessary to provide services to our residents and funds are budgeted and available for these purposes.

Options:

The City Council may accept the staff recommendation to pay these claims or may reject any expenditure it deems not in the best interest of the city.

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen
Batch: 00002.10.2022 - PR-10-24-2022
CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	67,551.94	CASH AND INVESTMENTS
101-11-4103-0000	1,716.64	0.00	PART-TIME
101-11-4122-0000	131.31	0.00	FICA CONTRIB - CITY SHARE
101-13-4101-0000	8,567.11	0.00	FULL-TIME REGULAR
101-13-4102-0000	352.91	0.00	OVERTIME
101-13-4103-0000	786.24	0.00	PART-TIME
101-13-4121-0000	727.93	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	728.78	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	1,684.87	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	63.16	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.34	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	432.29	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	32.47	0.00	WORKERS COMPENSATION
101-18-4101-0000	8,584.81	0.00	FULL-TIME REGULAR
101-18-4103-0000	50.77	0.00	PART-TIME
101-18-4121-0000	647.68	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	600.77	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,416.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	53.16	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,647.85	0.00	FULL-TIME REGULAR
101-24-4121-0000	273.59	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	282.13	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	748.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	17.09	0.00	WORKERS COMPENSATION
101-32-4101-0000	16,691.79	0.00	FULL-TIME REGULAR
101-32-4102-0000	400.76	0.00	OVERTIME
101-32-4105-0000	912.74	0.00	STREET PAGER PAY
101-32-4121-0000	1,350.39	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,320.19	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,263.36	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	922.73	0.00	WORKERS COMPENSATION
101-33-4101-0000	446.56	0.00	FULL-TIME REGULAR

Account Number	Debit Amount	Credit Amount	Description
101-33-4121-0000	33.50	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	39.65	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	191.14	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	24.75	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,492.91	0.00	FULL-TIME REGULAR
101-52-4121-0000	186.97	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	186.72	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	263.94	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	137.92	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,250.46	0.00	FULL-TIME REGULAR
101-53-4121-0000	93.78	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	96.97	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	17.50	0.00	EMPLOYEE INSURANCE - CITY
FUND Total:	67,551.94	67,551.94	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,653.54	CASH AND INVESTMENTS
201-00-4101-0000	1,875.69	0.00	FULL-TIME REGULAR
201-00-4103-0000	403.99	0.00	PART-TIME
201-00-4121-0000	161.53	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	176.42	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	26.24	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	9.67	0.00	WORKERS COMPENSATION
FUND Total:	2,653.54	2,653.54	
FUND 601	Water Utility		
601-00-1010-0000	0.00	11,208.64	CASH AND INVESTMENTS
601-00-4101-0000	8,075.65	0.00	FULL-TIME REGULAR
601-00-4102-0000	105.30	0.00	OVERTIME
601-00-4105-0000	210.60	0.00	WATER PAGER PAY
601-00-4121-0000	629.38	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	618.19	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,348.91	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	220.61	0.00	WORKERS COMPENSATION
FUND Total:	11,208.64	11,208.64	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	9,366.78	CASH AND INVESTMENTS
611-00-4101-0000	6,731.29	0.00	FULL-TIME REGULAR
611-00-4102-0000	105.30	0.00	OVERTIME
611-00-4105-0000	210.60	0.00	SEWER PAGER PAY
611-00-4121-0000	528.56	0.00	PERA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
611-00-4122-0000	524.41	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,100.25	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	166.37	0.00	WORKERS COMPENSATION
FUND Total:	9,366.78	9,366.78	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	559.52	CASH AND INVESTMENTS
621-00-4101-0000	409.60	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.74	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	31.42	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	85.12	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.64	0.00	WORKERS COMPENSATION
FUND Total:	559.52	559.52	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,307.87	CASH AND INVESTMENTS
631-00-4101-0000	1,717.40	0.00	FULL-TIME REGULAR
631-00-4121-0000	128.80	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	135.90	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	283.18	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	42.59	0.00	WORKERS COMPENSATION
FUND Total:	2,307.87	2,307.87	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	93,648.29	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	45,591.19	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	10,004.87	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,744.16	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	2,919.15	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,610.30	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,733.12	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	4,270.41	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,693.16	WORKERS COMPENSATION
700-00-2179-0000	0.00	183.33	SEC 125 DEP CARE REIMB PAYABLE
700-00-2183-0000	0.00	638.00	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	1,056.60	DENTAL DELTA
700-00-2185-0000	0.00	204.00	DENTAL - UNION
FUND Total:	93,648.29	93,648.29	

Account Number	Debit Amount	Credit Amount	Description
<hr/>			
	<hr/>	<hr/>	
	<hr/>	<hr/>	
Report Total:	187,296.58	187,296.58	

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00001.11.2022 - PR-11-07-2022

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	100,927.20	CASH AND INVESTMENTS
101-13-4101-0000	32,456.87	0.00	FULL-TIME REGULAR
101-13-4103-0000	1,179.36	0.00	PART-TIME
101-13-4121-0000	641.46	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	2,560.47	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	1,129.99	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	62.45	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.34	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	427.25	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	34.02	0.00	WORKERS COMPENSATION
101-18-4101-0000	9,008.10	0.00	FULL-TIME REGULAR
101-18-4103-0000	95.29	0.00	PART-TIME
101-18-4121-0000	682.78	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	635.08	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,416.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	59.29	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,599.63	0.00	FULL-TIME REGULAR
101-24-4121-0000	269.98	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	273.73	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	748.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	19.86	0.00	WORKERS COMPENSATION
101-32-4101-0000	15,630.88	0.00	FULL-TIME REGULAR
101-32-4102-0000	425.48	0.00	OVERTIME
101-32-4121-0000	1,204.25	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,182.51	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,273.61	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	1,171.20	0.00	WORKERS COMPENSATION
101-33-4101-0000	132.00	0.00	FULL-TIME REGULAR
101-33-4121-0000	9.90	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	20.50	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	197.96	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	13.60	0.00	WORKERS COMPENSATION

Account Number	Debit Amount	Credit Amount	Description
101-52-4101-0000	3,526.94	0.00	FULL-TIME REGULAR
101-52-4121-0000	264.50	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	265.49	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	315.17	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	204.72	0.00	WORKERS COMPENSATION
101-53-4101-0000	11,195.34	0.00	FULL-TIME REGULAR
101-53-4121-0000	55.44	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	856.45	0.00	FICA CONTRIB - CITY SHARE
FUND Total:	100,927.20	100,927.20	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	19,571.22	CASH AND INVESTMENTS
201-00-4101-0000	17,436.21	0.00	FULL-TIME REGULAR
201-00-4103-0000	561.03	0.00	PART-TIME
201-00-4121-0000	165.60	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	1,376.80	0.00	FICA CONTRIB - CITY SHARE
201-00-4151-0000	31.58	0.00	WORKERS COMPENSATION
FUND Total:	19,571.22	19,571.22	
FUND 601	Water Utility		
601-00-1010-0000	0.00	10,378.77	CASH AND INVESTMENTS
601-00-4101-0000	7,279.02	0.00	FULL-TIME REGULAR
601-00-4102-0000	210.66	0.00	OVERTIME
601-00-4105-0000	210.66	0.00	WATER PAGER PAY
601-00-4121-0000	577.51	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	562.05	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,348.91	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	189.96	0.00	WORKERS COMPENSATION
FUND Total:	10,378.77	10,378.77	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	11,502.85	CASH AND INVESTMENTS
611-00-4101-0000	8,494.26	0.00	FULL-TIME REGULAR
611-00-4102-0000	210.60	0.00	OVERTIME
611-00-4105-0000	210.66	0.00	SEWER PAGER PAY
611-00-4121-0000	668.69	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	622.33	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,100.25	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	196.06	0.00	WORKERS COMPENSATION
FUND Total:	11,502.85	11,502.85	

Account Number	Debit Amount	Credit Amount	Description
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	4,314.14	CASH AND INVESTMENTS
621-00-4101-0000	3,996.25	0.00	FULL-TIME REGULAR
621-00-4121-0000	11.14	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	305.71	0.00	FICA CONTRIB - CITY SHARE
621-00-4151-0000	1.04	0.00	WORKERS COMPENSATION
FUND Total:	4,314.14	4,314.14	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	1,663.60	CASH AND INVESTMENTS
631-00-4101-0000	1,164.26	0.00	FULL-TIME REGULAR
631-00-4121-0000	87.32	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	96.10	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	283.18	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	32.74	0.00	WORKERS COMPENSATION
FUND Total:	1,663.60	1,663.60	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	148,357.78	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	85,579.99	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	8,850.00	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	11,538.24	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	4,624.58	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	18,368.94	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,445.16	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	4,266.39	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,016.52	WORKERS COMPENSATION
700-00-2179-0000	0.00	183.33	SEC 125 DEP CARE REIMB PAYABLE
700-00-2180-0000	0.00	975.83	LIFE INSURANCE
700-00-2181-0000	0.00	1,316.37	DISABILITY INSURANCE
700-00-2182-0000	0.00	367.99	UNION DUES
700-00-2183-0000	0.00	638.00	HEALTH SAVINGS ACCOUNT
700-00-2186-0000	0.00	186.44	VOLUNTARY VISION
FUND Total:	148,357.78	148,357.78	
Report Total:	296,715.56	296,715.56	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 10/24/2022 - 1:14PM
 Batch: 00005.10.2022 - PR-10-24-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UN			Check Sequence: 1	ACH Enabled: True
October-2022	Oct Union Dental-Robert Hanson-Tim Kosek-Bi	204.00	10/24/2022	700-00-2185-0000	PR Batch 00002.10.2022 Dental - Union
	Check Total:	204.00			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 Federal Income Tax	6,744.16	10/24/2022	700-00-2172-0000	PR Batch 00002.10.2022 Federal Income T
PR-10-24-2022	PR Batch 00002.10.2022 FICA Employee Portio	4,299.63	10/24/2022	700-00-2174-0000	PR Batch 00002.10.2022 FICA Employee
PR-10-24-2022	PR Batch 00002.10.2022 FICA Employer Portio	4,299.63	10/24/2022	700-00-2174-0000	PR Batch 00002.10.2022 FICA Employer I
PR-10-24-2022	PR Batch 00002.10.2022 Medicare Employee Pc	1,005.52	10/24/2022	700-00-2174-0000	PR Batch 00002.10.2022 Medicare Emplo
PR-10-24-2022	PR Batch 00002.10.2022 Medicare Employer Po	1,005.52	10/24/2022	700-00-2174-0000	PR Batch 00002.10.2022 Medicare Emplo
	Check Total:	17,354.46			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 3	ACH Enabled: True
October-2022	PR Batch 00002.10.2022 Health Ins - CoPay-2	4,359.98	10/24/2022	700-00-2171-0000	PR Batch 00002.10.2022 Health Ins - CoPa
October-2022	PR Batch 00001.10.2022 Health Insurance-HSA	5,350.00	10/10/2022	700-00-2171-0000	PR Batch 00001.10.2022 Health Insurance
October-2022	PR Batch 00002.10.2022 Health Insurance-HSA	5,644.89	10/24/2022	700-00-2171-0000	PR Batch 00002.10.2022 Health Insurance
October-2022	PR Batch 00001.10.2022 Health Ins - CoPay-1	4,100.00	10/10/2022	700-00-2171-0000	PR Batch 00001.10.2022 Health Ins - CoPa
	Check Total:	19,454.87			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 4	ACH Enabled: True
October-2022	PR Batch 00002.10.2022 Dental - Non Union	1,056.60	10/24/2022	700-00-2184-0000	PR Batch 00002.10.2022 Dental - Non Uni
October-2022-CB	Oct- COBRA - Patti	45.94	10/24/2022	700-00-2184-0000	PR Batch 00002.10.2022 Dental - Non Uni
	Check Total:	1,102.54			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 5	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 Deferred Comp-ICMA	2,955.13	10/24/2022	700-00-2176-0000	PR Batch 00002.10.2022 Deferred Comp-I
PR-10-24-2022	PR Batch 00002.10.2022 Deferred Comp-ICMA	90.28	10/24/2022	700-00-2176-0000	PR Batch 00002.10.2022 Deferred Comp-I
	Check Total:	3,045.41			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 State Income Tax	2,919.15	10/24/2022	700-00-2173-0000	PR Batch 00002.10.2022 State Income Tax
	Check Total:	2,919.15			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 7	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 Deferred Comp-MSRS	1,225.00	10/24/2022	700-00-2176-0000	PR Batch 00002.10.2022 Deferred Comp-MSRS
	Check Total:	1,225.00			
Vendor: 665	OPTUM BANK			Check Sequence: 8	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 HSA-OPTUM BANK	638.00	10/24/2022	700-00-2183-0000	PR Batch 00002.10.2022 HSA-OPTUM BANK
	Check Total:	638.00			
Vendor: 9	PERA			Check Sequence: 9	ACH Enabled: True
PR-10-24-2022	PR Batch 00002.10.2022 MN-PERA Deduction	4,518.93	10/24/2022	700-00-2175-0000	PR Batch 00002.10.2022 MN-PERA Deduction
PR-10-24-2022	PR Batch 00002.10.2022 MN PERA Benefit Em	5,214.19	10/24/2022	700-00-2175-0000	PR Batch 00002.10.2022 MN PERA Benefit Em
	Check Total:	9,733.12			
	Total for Check Run:	55,676.55			
	Total of Number of Checks:	9			

Accounts Payable
Computer Check Proof List by Vendor

User: mnguyen
Printed: 11/01/2022 - 3:35PM
Batch: 00001.11.2022 - Midwest Mailing



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
79715	Newsletter Postages	593.16	11/01/2022	101-13-4208-0000	
79715	Newsletter Svc	457.44	11/01/2022	101-13-4400-0000	
	Check Total:	1,050.60			
	Total for Check Run:	1,050.60			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 11/03/2022 - 10:57AM
Batch: 00007.10.2022 - BOM-Oct



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
Sept-2022-AndyE	Fuel	180.22	10/30/2022	101-32-4212-0000	
Sept-2022-Brend	Sam's	173.15	10/30/2022	101-19-4245-0000	
Sept-2022-Brend	Sam's	61.24	10/30/2022	101-19-4245-0000	
Sept-2022-Bruce	Fuel	332.50	10/30/2022	101-32-4212-0000	
Sept-2022-Bruce	Shorewood True	11.57	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Fuel	493.17	10/30/2022	101-32-4212-0000	
Sept-2022-Chris	Amazon	17.65	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	21.14	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	161.25	10/30/2022	101-52-4245-0000	
Sept-2022-Chris	Amazon	171.95	10/30/2022	101-52-4245-0000	
Sept-2022-Chris	Amazon	50.72	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	87.76	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	48.90	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	45.00	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	31.68	10/30/2022	101-52-4245-0000	
Sept-2022-Chris	Amazon	17.19	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Amazon	115.34	10/30/2022	611-00-4245-0000	
Sept-2022-Chris	Amazon	71.92	10/30/2022	611-00-4245-0000	
Sept-2022-Chris	CarQuest	42.27	10/30/2022	101-32-4221-0000	
Sept-2022-Chris	CarQuest	-11.90	10/30/2022	101-32-4221-0000	
Sept-2022-Chris	CarQuest	259.31	10/30/2022	101-32-4221-0000	
Sept-2022-Chris	Cub Food	89.48	10/30/2022	101-32-4245-0000	
Sept-2022-Chris	Hach Company	238.77	10/30/2022	601-00-4245-0000	
Sept-2022-Chris	Hach Company	55.44	10/30/2022	601-00-4245-0000	
Sept-2022-Chris	Sp Camlockdirection	86.14	10/30/2022	601-00-4245-0000	
Sept-2022-Chris	Sp Firehosesupply	339.10	10/30/2022	601-00-4245-0000	
Sept-2022-CityCard	Culligan Bottled Water - C.H.	33.00	10/30/2022	101-19-4245-0000	
Sept-2022-CityCard	Republic Services	10,296.00	10/30/2022	621-00-4400-0000	
Sept-2022-CityCard	Waste Mgmt-Public Works	944.02	10/30/2022	101-32-4400-0000	
Sept-2022-CityCard	Waste Mgmt-SSCC	362.59	10/30/2022	201-00-4400-0000	
Sept-2022-CityCard	Chanhassen-18505-002 - Stormwa	91.66	10/30/2022	101-52-4380-0000	
Sept-2022-CityCard	Verizon-Lift Station	14.23	10/30/2022	611-00-4321-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Sept-2022-CityCard	Mangold Horticulture-SCEC	176.00	10/30/2022	201-00-4400-0000	
Sept-2022-CityCard	Mangold Horticulture-City Hall	339.00	10/30/2022	101-19-4400-0000	
Sept-2022-CityCard	PBI Lease-Postage Lease	195.00	10/30/2022	101-19-4410-0000	
Sept-2022-CityCard	Mangold Horticulture-Utility Bldg	113.00	10/30/2022	101-32-4400-0000	
Sept-2022-CityCard	Organic Recycling	250.00	10/30/2022	621-00-4400-0026	
Sept-2022-CityCard	Mangold Horticulture-Badger Park	612.00	10/30/2022	101-52-4400-0000	
Sept-2022-CityCard	AT&T - Wade's Ipad	23.49	10/30/2022	101-24-4321-0000	
Sept-2022-CityCard	Office Depot-Office Supplies	82.39	10/30/2022	101-13-4200-0000	
Sept-2022-Jerem	Fuel	145.70	10/30/2022	101-32-4212-0000	
Sept-2022-Jerem	Boyer Ford	272.71	10/30/2022	101-32-4221-0000	
Sept-2022-Jerem	CarQuest	44.32	10/30/2022	101-32-4221-0000	
Sept-2022-Jerem	Crysteel Truck	301.19	10/30/2022	101-32-4221-0000	
Sept-2022-Jerem	Olsen Chain & Cable	62.32	10/30/2022	101-32-4245-0000	
Sept-2022-Jerem	The Home Depot	41.70	10/30/2022	101-32-4221-0000	
Sept-2022-Jerem	Titan Machinery	112.85	10/30/2022	101-32-4221-0000	
Sept-2022-Julie	Eig Constantcontact - City Email Marketing	1,239.57	10/30/2022	101-13-4400-0000	
Sept-2022-Julie	The Garden Patch-Compost	53.71	10/30/2022	101-52-4245-0000	
Sept-2022-Julie	Cub Foods-Twila' retirement	50.27	10/30/2022	201-00-4245-0000	
Sept-2022-Julie	Dollar Tree-Twila' retirement	19.35	10/30/2022	201-00-4245-0000	
Sept-2022-Julie	Famous Daves-Twila' retirement	692.27	10/30/2022	201-00-4245-0000	
Sept-2022-Larry	In Enabling Elements-Water System Comm	17.00	10/30/2022	601-00-4321-0000	
Sept-2022-Larry	Amazon	92.47	10/30/2022	601-00-4240-0000	
Sept-2022-Larry	Amazon	33.84	10/30/2022	101-32-4245-0000	
Sept-2022-Larry	Frattallones	30.60	10/30/2022	601-00-4240-0000	
Sept-2022-Larry	Lube-Tech	498.37	10/30/2022	101-32-4200-0000	
Sept-2022-Larry	Lube-Tech-oil	1,011.74	10/30/2022	101-32-4200-0000	
Sept-2022-Larry	Uline Ship Supplies	100.23	10/30/2022	101-32-4245-0000	
Sept-2022-Larry	Fuel	46.57	10/30/2022	101-32-4212-0000	
Sept-2022-Luke	Fuel	168.27	10/30/2022	101-32-4212-0000	
Sept-2022-Marie	Best Buy-Camera Returned (sept purchased)	-529.99	10/30/2022	101-18-4200-0000	
Sept-2022-Matt	In Specailized Enviro-Tree Disposal	360.00	10/30/2022	101-32-4400-0000	
Sept-2022-Matt	Fuel	497.21	10/30/2022	101-32-4212-0000	
Sept-2022-Matt	Menards	302.64	10/30/2022	101-32-4245-0000	
Sept-2022-Matt	Shorewood True	95.62	10/30/2022	101-52-4245-0000	
Sept-2022-Nelia	360 Training - Course SCEC	8.07	10/30/2022	201-00-4331-0000	
Sept-2022-Nelia	360 Training - Course SCEC	25.00	10/30/2022	201-00-4331-0000	
Sept-2022-Nelia	JP Cooke - 2023 - Dog Tags	87.05	10/30/2022	101-13-4200-0000	
Sept-2022-Rober	Fuel	244.40	10/30/2022	101-32-4212-0000	
Sept-2022-Rober	Shorewood True Value	97.12	10/30/2022	601-00-4223-0000	
Sept-2022-Sandi	MN St Lap-Parking - Yelsey Hearing	8.00	10/30/2022	101-13-4331-0000	
Sept-2022-Sandi	Best Western Hotel-Advanced Clerk's Academy-	117.53	10/30/2022	101-13-4331-0000	
Sept-2022-Sandi	Amazon	62.78	10/30/2022	101-13-4200-0000	
Sept-2022-Sandi	Target-Water for Interview	5.99	10/30/2022	101-13-4245-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Sept-2022-TimK	Fuel	72.00	10/30/2022	101-32-4212-0000	
Sept-2022-TimK	Shorewood True	12.99	10/30/2022	101-32-4245-0000	
Sept-2022-TimK	Shorewood True	40.97	10/30/2022	101-32-4245-0000	
Sept-2022-Twila	Target - Popcorn MIP	58.89	10/30/2022	101-53-4248-0000	
Sept-2022-Twila	Nuts.com - Popcorn MIP	47.98	10/30/2022	101-53-4248-0000	
Sept-2022-Twila	Willette's HOme - Clean Tablecloths	27.00	10/30/2022	201-00-4245-0000	
Sept-2022-Twila	National Foods Safety-Miechelle Food Manager	180.00	10/30/2022	201-00-4331-0000	
Sept-2022-Twila	Uline-Coffee Filters & Stirrers	34.95	10/30/2022	201-00-4245-0000	
Sept-2022-Twila	Cub Foods - Oktoberfest	98.88	10/30/2022	101-53-4438-0000	
Sept-2022-Wade	Wade's Fuel	98.50	10/30/2022	101-24-4212-0000	
Sept-2022-Wade	Bluebeam - Annual	151.24	10/30/2022	101-24-4433-0000	
	Check Total:	23,963.21			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
75141854	City of Shwd- Badger Well	70.06	10/30/2022	601-00-4395-0000	
75141854	Public Works	80.00	10/30/2022	101-32-4321-0000	
75141854	City Hall	164.12	10/30/2022	101-19-4321-0000	
75141854	Badger-Manor-Cathcart Parks	245.28	10/30/2022	101-52-4321-0000	
75141854	City of Shwd-West Tower	153.13	10/30/2022	601-00-4321-0000	
	Check Total:	712.59			
	Total for Check Run:	24,675.80			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/07/2022 - 1:25PM
 Batch: 00002.11.2022 - Payroll-11-07-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
November-2022	Nov 2022 Union Dues-Included 3 members:Brai	367.99	11/07/2022	700-00-2182-0000	PR Batch 00001.11.2022 Union Dues
	Check Total:	367.99			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 Federal Income Tax	11,538.24	11/07/2022	700-00-2172-0000	PR Batch 00001.11.2022 Federal Income T
PR-11-07-2022	PR Batch 00001.11.2022 FICA Employee Portio	7,443.65	11/07/2022	700-00-2174-0000	PR Batch 00001.11.2022 FICA Employee
PR-11-07-2022	PR Batch 00001.11.2022 FICA Employer Portio	7,443.65	11/07/2022	700-00-2174-0000	PR Batch 00001.11.2022 FICA Employer I
PR-11-07-2022	PR Batch 00001.11.2022 Medicare Employee Pc	1,740.82	11/07/2022	700-00-2174-0000	PR Batch 00001.11.2022 Medicare Emplo
PR-11-07-2022	PR Batch 00001.11.2022 Medicare Employer Po	1,740.82	11/07/2022	700-00-2174-0000	PR Batch 00001.11.2022 Medicare Emplo
	Check Total:	29,907.18			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE CO			Check Sequence: 3	ACH Enabled: False
November-2022	PR Batch 00001.11.2022 Vision-Avesis	186.44	11/07/2022	700-00-2186-0000	PR Batch 00001.11.2022 Vision-Avesis
	Check Total:	186.44			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 4	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 Deferred Comp-ICMA	86.26	11/07/2022	700-00-2176-0000	PR Batch 00001.11.2022 Deferred Comp-I
PR-11-07-2022	PR Batch 00001.11.2022 Deferred Comp-ICMA	2,955.13	11/07/2022	700-00-2176-0000	PR Batch 00001.11.2022 Deferred Comp-I
	Check Total:	3,041.39			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPAN			Check Sequence: 5	ACH Enabled: True
November-2022	PR Batch 00001.11.2022 Long Term Disability	620.77	11/07/2022	700-00-2181-0000	PR Batch 00001.11.2022 Long Term Disab
November-2022	PR Batch 00001.11.2022 Short Term Disability	695.60	11/07/2022	700-00-2181-0000	PR Batch 00001.11.2022 Short Term Disab
	Check Total:	1,316.37			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 State Income Tax	4,624.58	11/07/2022	700-00-2173-0000	PR Batch 00001.11.2022 State Income Tax

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,624.58			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7	ACH Enabled: True
November-2022	PR Batch 00001.11.2022 Life Insurance	863.83	11/07/2022	700-00-2180-0000	PR Batch 00001.11.2022 Life Insurance
	Check Total:	863.83			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 Deferred Comp-MSRS	1,225.00	11/07/2022	700-00-2176-0000	PR Batch 00001.11.2022 Deferred Comp-MSRS
	Check Total:	1,225.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 9	ACH Enabled: True
November-2022	PR Batch 00001.11.2022 PERA Life	112.00	11/07/2022	700-00-2180-0000	PR Batch 00001.11.2022 PERA Life
	Check Total:	112.00			
Vendor: 665	OPTUM BANK			Check Sequence: 10	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 HSA-OPTUM BANK	638.00	11/07/2022	700-00-2183-0000	PR Batch 00001.11.2022 HSA-OPTUM BANK
	Check Total:	638.00			
Vendor: 9	PERA			Check Sequence: 11	ACH Enabled: True
PR-11-07-2022	PR Batch 00001.11.2022 MN-PERA Deduction	4,385.25	11/07/2022	700-00-2175-0000	PR Batch 00001.11.2022 MN-PERA Deduction
PR-11-07-2022	PR Batch 00001.11.2022 MN PERA Benefit Em	5,059.91	11/07/2022	700-00-2175-0000	PR Batch 00001.11.2022 MN PERA Benefit Em
	Check Total:	9,445.16			
	Total for Check Run:	51,727.94			
	Total of Number of Checks:	11			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 11/09/2022 - 2:06PM
Batch: 00003.11.2022 - AP-11-14-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 462	A1 RENT IT - 3607			Check Sequence: 1	ACH Enabled: False
175143-1	Tiller	-60.50	10/24/2022	101-32-4245-0000	
175143-1	Tiller	60.50	10/24/2022	101-32-4245-0000	
175143-1	Tiller for Gardens	60.50	10/24/2022	101-52-4410-0000	
	Check Total:	60.50			
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 2	ACH Enabled: True
INV290327	Konica Minolta/C658 Copier	39.00	11/14/2022	101-19-4221-0000	
	Check Total:	39.00			
Vendor: 111	AMERICAN ENGINEERING TESTING, INC.			Check Sequence: 3	ACH Enabled: True
INV-099546	2022 Mill & Overlay	1,005.30	11/14/2022	416-00-4400-0000	
	Check Total:	1,005.30			
Vendor: 1299	AMERICAN TIME			Check Sequence: 4	ACH Enabled: False
861417	Safety Cage Light-Badger Park	59.65	11/14/2022	101-52-4245-0000	
	Check Total:	59.65			
Vendor: 1300	ASSURED ASPHALT			Check Sequence: 5	ACH Enabled: False
4355EnchantedDr	Driveway Repair-4355 Enchanted Drive-Jim Shc	3,590.00	11/14/2022	410-00-4680-0000	
	Check Total:	3,590.00			
Vendor: UB*00506	Rick & Judy Berland			Check Sequence: 6	ACH Enabled: False
	Refund Check 009493-000, 4810 Regents Walk	156.67	11/08/2022	601-00-2010-0000	
	Refund Check 009493-000, 4810 Regents Walk	182.78	11/08/2022	611-00-2010-0000	
	Refund Check 009493-000, 4810 Regents Walk	78.34	11/08/2022	631-00-2010-0000	
	Refund Check 009493-000, 4810 Regents Walk	82.21	11/08/2022	621-00-2010-0000	
	Check Total:	500.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 7	ACH Enabled: True
300991	Catchbasin & Culvert Repairs-2022	75.00	11/14/2022	631-00-4303-0000	
300993	General Engineering	9,384.00	11/14/2022	101-31-4303-0000	
300994	Mill & Overlay-2022	8,265.00	11/14/2022	416-00-4303-0000	
300995	Sanitary Cleaning & Televising	258.00	11/14/2022	611-00-4303-0000	
300996	Birch Bluff St-Utility Imprvmt	41,564.50	11/14/2022	414-00-4303-0000	
300997	Covington Road Watermain	81.00	11/14/2022	211-00-4303-0000	
300998	Data Requests-Smithtown Pond	1,204.00	11/14/2022	101-31-4303-0000	
300999	Freeman Park Trail Improvement	5,885.00	11/14/2022	402-00-4400-0000	
301000	GIS-Utilities-Stormwater	3,506.00	11/14/2022	631-00-4303-0000	
301000	GIS-Utilities-Sewer	270.00	11/14/2022	611-00-4303-0000	
301001	Glen Rd-Manitou Ln-Amlee Rd St	365.00	11/14/2022	407-00-4303-0000	
301002	Grant Street Drainage	4,762.00	11/14/2022	631-00-4303-0000	
301003	Lifestyle Communities	172.00	11/14/2022	101-31-4303-0000	
301004	Lift Station 10 Rehabilitation	920.00	11/14/2022	611-00-4303-0000	
301005	Lift Station 11 Rehabilitation	1,734.00	11/14/2022	611-00-4303-0000	
301006	Lift Station 7 Rehabilitation	4,782.00	11/14/2022	611-00-4303-0000	
301007	Lift Station 9 Rehabilitation	1,459.00	11/14/2022	611-00-4303-0000	
301008	Maple Shores Development	324.00	11/14/2022	101-00-3414-0000	
301009	Mary Lake Outlet	688.00	11/14/2022	631-00-4303-0000	
301010	MS4 Administration	2,962.50	11/14/2022	631-00-4302-0009	
301011	Shorewood Ln Ravine Restore	1,412.00	11/14/2022	631-00-4303-0000	
301012	Silverwood Park Improvements	344.00	11/14/2022	402-00-4400-0000	
301013	Smithtown Pond	2,053.00	11/14/2022	412-00-4303-0000	
301014	Strawberry Ln St Reconst & Trl	15,057.00	11/14/2022	409-00-4303-0000	
301015	Stream Restoration	311.00	11/14/2022	631-00-4303-0000	
301016	Walnut Grove Villas	1,189.00	11/14/2022	101-00-3414-0000	
	Check Total:	109,027.00			
Vendor: UB*00508	CalAtlantic Group Inc.			Check Sequence: 8	ACH Enabled: False
	Refund Check 008584-047, 5720 Wooden Cleek	14.38	11/08/2022	601-00-2010-0000	
	Refund Check 008584-047, 5720 Wooden Cleek	16.78	11/08/2022	611-00-2010-0000	
	Refund Check 008584-047, 5720 Wooden Cleek	7.19	11/08/2022	631-00-2010-0000	
	Refund Check 008584-047, 5720 Wooden Cleek	7.19	11/08/2022	621-00-2010-0000	
	Check Total:	45.54			
Vendor: 134	CARQUEST AUTO PARTS STORES			Check Sequence: 9	ACH Enabled: False
6974-ID-446681	Lube	18.45	11/14/2022	101-32-4212-0000	
6974-ID-448305	Lube	30.80	11/14/2022	101-32-4212-0000	
6974-ID-448389	Fuel-Lube	190.40	11/14/2022	101-32-4212-0000	
6974-ID-448501	Part	44.14	11/14/2022	101-32-4212-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		283.79			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 10	ACH Enabled: True
10-31-2022	20405 Knightsbridge Rd	39.38	11/14/2022	601-00-4394-0000	
10-31-2022	28125 Boulder Bridge	83.30	11/14/2022	601-00-4396-0000	
10-31-2022	24200 Smithtown Rd	161.74	11/14/2022	101-32-4380-0000	
10-31-2022	6000 Eureka Road	50.11	11/14/2022	101-52-4380-0000	
10-31-2022	5755 Country Club Rd	141.37	11/14/2022	101-19-4380-0000	
79456885-102522	5735 Country Club Rd-SCEC	174.60	11/14/2022	201-00-4380-0000	
86501806-102522	20630 Manor Rd	22.04	11/14/2022	101-52-4380-0000	
Check Total:		672.54			
Vendor: 137	CENTURY LINK			Check Sequence: 11	ACH Enabled: True
9524702294Oct22	952-470-2294-642-PW	65.35	11/14/2022	101-32-4321-0000	
9524706340Oct22	952-474-6340-989-CH	120.05	11/14/2022	101-19-4321-0000	
9524707819Oct22	952-470-7819-261-SSCC	122.70	11/14/2022	201-00-4321-0000	New Line
Check Total:		308.10			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 12	ACH Enabled: False
02022710	Shared Expense:Repair Vactor	124.16	11/14/2022	611-00-4221-0000	
Check Total:		124.16			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 13	ACH Enabled: False
Q728753	Watermain Repair Bolts	749.89	11/14/2022	601-00-4245-0000	
Check Total:		749.89			
Vendor: 1035	NELIA CRISWELL #8574			Check Sequence: 14	ACH Enabled: True
Oct-Nov-2022	Reimbursement-Oct-Nov Mileage	97.38	11/14/2022	101-13-4331-0000	
Oct-Nov-2022	Cake for Julie	24.99	11/14/2022	101-13-4245-0000	
Check Total:		122.37			
Vendor: 1301	CRYSTEEL TRUCK EQUIPMENT			Check Sequence: 15	ACH Enabled: False
EP187714	Repair of Dump Truck	870.38	11/14/2022	101-32-4221-0000	
Check Total:		870.38			
Vendor: 163	DELEGARD TOOL COMPANY			Check Sequence: 16	ACH Enabled: False
214231/1	Small Tools	1,287.42	11/14/2022	101-32-4240-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,287.42			
Vendor: 166	EARL F. ANDERSEN			Check Sequence: 17	ACH Enabled: False
0131325-IN	Trail Corssing	377.50	11/14/2022	101-32-4245-0000	
0131330-IN	General Supply Signs	369.15	11/14/2022	101-32-4245-0000	
	Check Total:	746.65			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 18	ACH Enabled: True
916611	PAT test Notice	38.40	11/14/2022	101-14-4351-0000	
916612	Birch Bluff Road	217.60	11/14/2022	414-00-4351-0000	
916848	Birch Bluff Road	140.25	11/14/2022	414-00-4351-0000	
918834	AT&T Antennas	77.60	11/14/2022	101-18-4351-0000	
918835	Zoning Map	77.60	11/14/2022	101-18-4351-0000	
	Check Total:	551.45			
Vendor: 1302	PIUS & SARAH EIGENMANN			Check Sequence: 19	ACH Enabled: False
23825LawtonkaDr	Escrow Refund-23825 Lawtonka Drive	7,324.45	11/14/2022	880-00-2200-0000	
	Check Total:	7,324.45			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 20	ACH Enabled: False
0504375	Water Meters Purchased	156.71	11/14/2022	601-00-4265-0000	
0504376	Water Meters Purchased	6,356.19	11/14/2022	601-00-4265-0000	
0504413	Water Meters Purchased	290.52	11/14/2022	601-00-4265-0000	
0505003	Water Meters Purchased	1,117.22	11/14/2022	601-00-4265-0000	
	Check Total:	7,920.64			
Vendor: 656	FLEXIBLE PIPE TOOL COMPANY			Check Sequence: 21	ACH Enabled: False
28162	Repair Vactor Truck	372.50	11/14/2022	611-00-4221-0000	
	Check Total:	372.50			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 22	ACH Enabled: True
2100743	Monthly Rental	72.90	11/14/2022	601-00-4400-0000	
2100743	Monthly Rental	72.90	11/14/2022	611-00-4400-0000	
2100743	Monthly Rental	72.90	11/14/2022	631-00-4400-0000	
	Check Total:	218.70			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 23	ACH Enabled: False
1000194449	REC0001086-View Recorded Documents	20.00	11/14/2022	101-31-4400-0000	RecordEase Payment

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20.00			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT			Check Sequence: 24	ACH Enabled: True
1000194614	Monthly Radio Fleet & MESB	205.92	11/14/2022	101-32-4321-0000	
	Check Total:	205.92			
Vendor: 436	MARK HODGES			Check Sequence: 25	ACH Enabled: True
2022-004	Work Session - 5/23/22*6/13/22*8/22/22*8/29/2	350.00	10/24/2022	101-11-4400-0000	
	Check Total:	350.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 26	ACH Enabled: True
20179584	SCEC - Mats	74.86	11/14/2022	201-00-4400-0000	
20182628	City Hall - Mats	266.16	11/14/2022	101-19-4400-0000	
	Check Total:	341.02			
Vendor: UB*00507	Steven J. & Joyce M. Koch			Check Sequence: 27	ACH Enabled: False
	Refund Check 005602-000, 6055 Pond View Dr	62.25	11/08/2022	601-00-2010-0000	
	Refund Check 005602-000, 6055 Pond View Dr	72.64	11/08/2022	611-00-2010-0000	
	Refund Check 005602-000, 6055 Pond View Dr	31.12	11/08/2022	631-00-2010-0000	
	Refund Check 005602-000, 6055 Pond View Dr	31.13	11/08/2022	621-00-2010-0000	
	Check Total:	197.14			
Vendor: 1151	TIMOTHY MARK KOSEK			Check Sequence: 28	ACH Enabled: False
Oct-2022-Mile	Mileage - Sept & Oct	90.00	11/14/2022	101-32-4331-0000	
	Check Total:	90.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 29	ACH Enabled: False
October-2022	Building Maint. Services	182.00	11/14/2022	201-00-4400-0000	
October-2022	Building General Supplies Exp	118.96	11/14/2022	201-00-4245-0000	
October-2022	Events Program/Class Services	1,254.00	11/14/2022	201-00-4248-0000	
	Check Total:	1,554.96			
Vendor: 13	LEAGUE OF MINNESOTA CITIES INSURANCE TRUST (0049)			Check Sequence: 30	ACH Enabled: False
40003065-11042022	Property/Casualty-Act#40003065	90,133.00	11/14/2022	101-19-4360-0000	Acct#40003065
	Check Total:	90,133.00			
Vendor: UB*00504	Brent & Lesley Longval			Check Sequence: 31	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check 005581-000, 20550 Parkview Ln	39.98	11/08/2022	601-00-2010-0000	
	Refund Check 005581-000, 20550 Parkview Ln	46.64	11/08/2022	611-00-2010-0000	
	Refund Check 005581-000, 20550 Parkview Ln	19.99	11/08/2022	631-00-2010-0000	
	Refund Check 005581-000, 20550 Parkview Ln	19.99	11/08/2022	621-00-2010-0000	
	Check Total:	126.60			
Vendor: 1261	MICHAEL & KATHLEEN MELNYCHUK			Check Sequence: 32	ACH Enabled: False
25360BBR-Nov22	Partial Escrow Refund-25360 Birch Bluff Road	45,900.00	11/14/2022	880-00-2200-0000	
	Check Total:	45,900.00			
Vendor: 453	METROPOLITAN COUNCIL (SAC)			Check Sequence: 33	ACH Enabled: True
3rd Qtr-2022-SAC	Monthly SAC Report	52,185.00	11/14/2022	611-00-2082-0000	
	Check Total:	52,185.00			
Vendor: 1039	MID-COUNTY COOP			Check Sequence: 34	ACH Enabled: False
55865	Fuel	1,154.77	11/14/2022	101-32-4212-0000	
	Check Total:	1,154.77			
Vendor: 800	MINNESOTA DEPARTMENT OF AGRICULTURE			Check Sequence: 35	ACH Enabled: False
20183200-2023	2023 Nursery Stock Dealer Certificate Renewal	250.00	11/14/2022	101-52-4433-0000	
	Check Total:	250.00			
Vendor: 313	MICHELLE THU-THAO NGUYEN			Check Sequence: 36	ACH Enabled: True
October-2022	Mileage Reimbursement	115.90	11/14/2022	101-15-4331-0000	
	Check Total:	115.90			
Vendor: 1183	NORLING'S LAKE MINNETONKA LANDSCAPES, INC.			Check Sequence: 37	ACH Enabled: False
40694	Landscape Svc -4355 Enchanted Drive- Job#M5	200.00	11/14/2022	410-00-4680-0000	
	Check Total:	200.00			
Vendor: UB*00503	James Olinger			Check Sequence: 38	ACH Enabled: False
	Refund Check 007850-000, 4720 West Lane	7.17	11/08/2022	611-00-2010-0000	
	Refund Check 007850-000, 4720 West Lane	3.08	11/08/2022	631-00-2010-0000	
	Refund Check 007850-000, 4720 West Lane	3.07	11/08/2022	621-00-2010-0000	
	Check Total:	13.32			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 39	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1431865	Cathcart Park-26655 W- 62nd St	78.05	11/14/2022	101-52-4410-0000	
1431866	Freeman Park-6000 Eureka Rd	425.70	11/14/2022	101-52-4410-0000	
1431867	Silverwood Pk-5755 Covington R	78.05	11/14/2022	101-52-4410-0000	
1431868	South Shore-5355 St Albaus Bay	78.05	11/14/2022	101-52-4410-0000	
1431869	Christmas Lk Rd-5625 Merry Ln	271.98	11/14/2022	101-52-4410-0000	
	Check Total:	931.83			
Vendor: 452	PREHALL ELECTRIC INC.			Check Sequence: 40	ACH Enabled: False
1205	Badger Park-Protect Electrical Wiring	1,000.00	11/14/2022	402-00-4400-0000	
	Check Total:	1,000.00			
Vendor: UB*00505	Scott & Debra Schipper			Check Sequence: 41	ACH Enabled: False
	Refund Check 005358-000, 27540 Brynmawr P.	30.08	11/08/2022	601-00-2010-0000	
	Refund Check 005358-000, 27540 Brynmawr P.	35.09	11/08/2022	611-00-2010-0000	
	Refund Check 005358-000, 27540 Brynmawr P.	15.04	11/08/2022	631-00-2010-0000	
	Refund Check 005358-000, 27540 Brynmawr P.	15.04	11/08/2022	621-00-2010-0000	
	Check Total:	95.25			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 42	ACH Enabled: False
142146	Shredded Svc	64.08	11/14/2022	101-13-4400-0000	
	Check Total:	64.08			
Vendor: 1248	EDWARD J. SHUKLE, Jr.			Check Sequence: 43	ACH Enabled: True
11-08-2022	Interim City Administrator Svc: 10/19/22 through	8,865.00	11/14/2022	101-13-4400-0000	
	Check Total:	8,865.00			
Vendor: 842	SORENSEN CONSULTING			Check Sequence: 44	ACH Enabled: False
COS.6.22	Facilitate a Work Style Assessment-Janelle Cross	300.00	11/14/2022	201-00-4400-0000	
	Check Total:	300.00			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 45	ACH Enabled: True
85826	Custodial Service-CH Building	487.00	11/14/2022	101-19-4400-0000	
85827	Custodial Service-PWs Building	396.00	11/14/2022	101-32-4400-0000	
	Check Total:	883.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 46	ACH Enabled: True
INV-010989	Springbrook-CivicPay Fees	237.75	11/14/2022	621-00-4450-0000	
INV-010989	Springbrook-CivicPay Fees	237.75	11/14/2022	631-00-4450-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
INV-010989	Springbrook-CivicPay Fees	237.75	11/14/2022	611-00-4450-0000	
INV-010989	Springbrook-CivicPay Fees	237.75	11/14/2022	601-00-4450-0000	
TM-INV-005715	Upading MXU ID's	756.00	11/14/2022	601-00-4450-0000	
	Check Total:	1,707.00			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 47	ACH Enabled: False
142722	Employee Background Check-Janelle Crossfield	85.00	11/14/2022	201-00-4400-0000	
	Check Total:	85.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 48	ACH Enabled: True
M27740	Council Meeting	559.75	11/14/2022	101-13-4400-0000	
M27740	Park Meeting	227.00	11/14/2022	101-52-4400-0000	
	Check Total:	786.75			
Vendor: 1138	TOTAL CONTROL SYSTEMS, INC.			Check Sequence: 49	ACH Enabled: False
10085	Door Switches	112.02	11/14/2022	601-00-4223-0000	
10445	Replacement Pressure Transducers L.S.	5,939.22	11/14/2022	611-00-4640-0000	
	Check Total:	6,051.24			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 50	ACH Enabled: False
13553	Newsletters	940.00	11/14/2022	101-13-4351-0000	
	Check Total:	940.00			
Vendor: 612	TWIN CITY GARAGE DOOR COMPANY			Check Sequence: 51	ACH Enabled: False
Z222459	Public Works Door Repair	2,541.66	11/14/2022	101-32-4223-0000	
	Check Total:	2,541.66			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 52	ACH Enabled: True
18240	Monthly Bacteria Svc	150.00	11/14/2022	601-00-4400-0000	
18300	Monthly Bacteria Svc	150.00	11/14/2022	601-00-4400-0000	
	Check Total:	300.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 53	ACH Enabled: True
Oct-2022-Act#156285	Uniforms	881.63	11/14/2022	101-32-4400-0000	
	Check Total:	881.63			
Vendor: 638	VALLEY PAVING			Check Sequence: 54	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PV#3-2022M&O	PV#3 - 2022 Mill & Overlay Project	174,112.44	11/14/2022	416-00-4680-0000	
	Check Total:	174,112.44			
Vendor: 415	WARNER CONNECT			Check Sequence: 55	ACH Enabled: True
29941090	Samsung Monitors	458.26	11/14/2022	403-00-4640-0000	
29941094	Network Maint Services	675.00	11/14/2022	101-19-4321-0000	
	Check Total:	1,133.26			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 56	ACH Enabled: True
282267	Road Maint	1,131.81	11/14/2022	101-32-4250-0000	
282674	Road Maint	638.91	11/14/2022	101-32-4250-0000	
282739	Road Maint	645.42	11/14/2022	101-32-4250-0000	
	Check Total:	2,416.14			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 57	ACH Enabled: True
799548869	5655 Merry Lane	32.80	11/14/2022	101-52-4380-0000	5655 Merry Lane
799740686	5500 Old Market Rd	64.55	11/14/2022	601-00-4398-0000	5500 Old Market Rd
800984566	C.H. Svcs	830.02	11/14/2022	101-19-4380-0000	C.H. Svcs
800984566	P.W. Bldg Svc	438.58	11/14/2022	101-32-4380-0000	P.W. Bldg Svc
800984566	P.W. Street Lights Svc	4,081.66	11/14/2022	101-32-4399-0000	P.W. Street Lights Svc
800984566	Parks	423.04	11/14/2022	101-52-4380-0000	Parks
800984566	Amesbury	2,508.18	11/14/2022	601-00-4394-0000	Amesbury
800984566	Boulder Bridge	55.15	11/14/2022	601-00-4396-0000	Boulder Bridge
800984566	S.E. Area Svc	3,071.19	11/14/2022	601-00-4398-0000	S.E. Area Svc
800984566	Lift Station Street Lights	689.52	11/14/2022	611-00-4380-0000	L.S. Street Lights
801222207	24253 Smithtown Rd	2,058.42	11/14/2022	601-00-4395-0000	24253 Smithtown Rd
801222847	5735 Country Club Rd	750.00	11/14/2022	201-00-4380-0000	5735 Country Club Rd
801286577	5755 Country Club Rd	241.47	11/14/2022	101-19-4380-0000	5755 Country Club Rd
801599837	5700 County Rd 19	49.43	11/14/2022	101-32-4399-0000	5700 County Rd 19
801599837	5700 County Rd 19 - Unit Light	292.59	11/14/2022	101-32-4399-0000	5700 County Rd 19 - Unit Light
801711201	28125 Boulder Bridge Drive	352.13	11/14/2022	601-00-4396-0000	28125 Boulder Bridge Drive
801735301	4931 Shady Island Road	23.85	11/14/2022	611-00-4380-0000	4931 Shady Island Road
803602264	5655 Merry Lane	31.08	11/14/2022	101-52-4380-0000	5655 Merry Lane
803788503	5500 Old Market Rd	60.28	11/14/2022	601-00-4398-0000	5500 Old Market Rd
	Check Total:	16,053.94			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	547,865.88			
	Total of Number of Checks:	57			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 11/10/2022 - 9:01AM
Batch: 00004.11.2022 - AP-11-14-2022-LMCI



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 13	LEAGUE OF MINNESOTA CITIES INSURANCE TRUST (0049)			Check Sequence: 1	ACH Enabled: False
40003059-110422	Workers' Compensation-Act#40003059	57,427.00	11/14/2022	700-00-2177-0000	Acct#40003059
	Check Total:	57,427.00			
	Total for Check Run:	57,427.00			
	Total of Number of Checks:	1			



City of Shorewood Council Meeting Item

Title/Subject: Resolution Accepting Donations to Arctic Fever Event
Meeting Date: Monday, November 14, 2022
Prepared by: Janelle Crossfield, Park/Rec Director
Reviewed by: Ed Shukle, Interim City Administrator
Attachments: Resolution 22-108

2F

MEETING
TYPE
Regular
Meeting

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

Background: The following persons or entities have offered to contribute the cash amounts set forth below, for the purpose of the 2023 Arctic Fever Event being held on January 20 and January 21, 2023:

<u>Name of Donor</u>	<u>Amount</u>
American Legion Post 259	\$500.00
Lucky's Station	\$1260.00

Financial Considerations: This donation will help to cover expenses incurred for the 2023 Arctic Fever Event.

Action Requested: Staff respectfully recommends the city council approve the Resolution Accepting Donations as Delineated in the Resolution to the 2023 Arctic Fever Event and direct staff to send a thank you note to all donors.
Motion, second and two-thirds majority vote required.

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

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

RESOLUTION 22-108

**A RESOLUTION ACCEPTING DONATIONS TO THE
CITY OF SHOREWOOD 2023 ARCTIC FEVER EVENT**

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

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

<u>Name of Donor</u>	<u>Amount</u>
American Legion Post 259	\$500
Lucky's Station	\$1260

WHEREAS, the terms or conditions of the donations are to be used for the 2023 Arctic Fever Event; and

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

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

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

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

Passed by the City Council of Shorewood, Minnesota this 14th day of November 2022.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approval of City Administrator Employment Agreement
Meeting Date: Monday, November 14, 2022
Prepared by: Ed Shukle, Interim City Administrator
Reviewed by: Jared Shepherd, City Attorney
Attachments: Proposed Employment Agreement

2G

MEETING
TYPE
Regular
Meeting

Background: The City Council engaged the executive recruitment services of BakerTilly to conduct a national search for a new city administrator following the resignation of Greg Lerud. BakerTilly performed their search to obtain qualified candidates for the City Council to consider. Following the application and review process, the City Council held a series of interviews for the position. The City Council has now offered the position to Marc Levinski. Attached is a proposed Employment Agreement between the City of Shorewood and Mr. Levinski. The anticipated start date is January 1, 2023.

Financial Considerations: Costs associated with the appointment are included in the city's general fund budget.

Action Requested: Approval of the Employment Agreement as presented.
Motion, second and

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

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

Page 1

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this _____ of _____, 2022 by and between the City of Shorewood, a Minnesota municipal corporation ("Employer" or "City"), and Marc Nevinski ("Employee"). The parties agree as follows:

1. **NATURE OF EMPLOYMENT/FULL TIME COMMITMENT.** Employer agrees to employ Employee as its City Administrator. Employee's first day of employment as City Administrator is anticipated to be January 1, 2023, but may be modified by agreement of both parties. Employee agrees to serve as City Administrator in accordance with State statutes and City ordinances and policies and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. Employee agrees to devote his full working time, attention and energies to the performance of his duties and, except as otherwise provided herein, he will not, during his employment by Employer: (a) engage in any activity which will have a materially adverse effect on Employer's goodwill or civic or business relationships, or which will result in material harm to Employer, or (b) provide services to any other governmental entity, agency, organization, person, firm, or corporation which, in Employer's opinion, will conflict with or detract from Employee's performance of his duties. Subject only to the notice provisions in paragraph 15, Employee is employed by Employer at will.
2. **TERM.** This Agreement shall remain in full force and effect from the date hereof until terminated by the Employer or Employee as provided in paragraphs 15 and 16 of this Agreement.
3. **COMPENSATION.** Employer shall pay Employee a salary of \$155,000 per annum, payable in regular installments according to Employer's normal payroll practices and subject to appropriate withholdings. Except as otherwise provided herein, Employer will review Employee's compensation on an annual basis during the term of this Agreement, and the Agreement shall be amended automatically to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
4. **PERFORMANCE EVALUATION.** Employer shall perform an initial review of Employee's performance no later than July 31, 2023. Contingent on Employee's satisfactory performance as determined at the sole discretion of Employer, Employee will receive a 3% Cost-of-Living (COLA) increase in salary to be consistent with that provided to other full-time, non-union employees. Thereafter, Employer will perform performance evaluations of Employee in accordance with its practices and procedures for full-time, non-union employees.

5. **PENSION PLAN.** Employer shall contribute to the Public Employee Retirement Association (PERA) as required by State law for Employee or an alternate pension plan as authorized by State law, if selected by Employee. Employer shall also contribute to any other benefit plans consistent with the benefits provided to other full-time, non-union employees of the Employer.
6. **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with three (3) days of accrued sick leave. In addition, Employee shall accrue sick leave at a rate of one (1) day per month in accordance with the City's personnel policies.
7. **VACATION.** It is understood and agreed by the parties that, for purposes of vacation leave accrual, Employee will be deemed to have twenty (20) years of service. Pursuant to Employer's vacation policy, at such level of service, Employee is eligible to accrue vacation leave at the rate of 7.692 hours per pay period worked, twenty-five (25) days maximum per year. In order to provide Employee with an allotment of vacation hours at the outset of his employment, effective upon Employee's first day of employment, Employee shall be credited with eighty (80) hours or two (2) weeks – 10 days)) of accrued vacation leave. Employee's use of vacation leave, the timing of accruals, and the amount of future accruals are to be in accordance with the City's personnel policies.
8. **HOLIDAYS.** Employer shall provide Employee the same paid holidays as enjoyed by other full-time, non-union employees.
9. **GROUP INSURANCE.** Employer shall provide Employee with certain benefits, which may include group health, dental, and life insurance benefits, as are provided to its full-time, non-union employees and on terms and conditions no less favorable as those provided to other comparable employees. Employee's eligibility to receive any benefit shall be determined by applicable eligibility requirements for such benefit and will be at the sole discretion of Employer. Nothing in this Agreement shall preclude Employer from terminating or amending any employee benefit consistent with applicable law.
10. **DUES AND SUBSCRIPTIONS/PROFESSIONAL DEVELOPMENT.**
Within
budgetary constraints and with prior authorization of Employer, Employer shall pay for dues, subscriptions, and related membership costs for Employee's membership in certain professional organizations in which participation is necessary and reasonable for the performance of his job duties, which may include, but not be limited to, the International City/County Management Association (ICMA) and the Minnesota City Management Association (MCMA). Employee may attend various conferences, meetings and occasions for such professional organizations as are approved in

advance by Employer. Employee's reasonable travel and subsistence expenses related to approved professional development activities will be reimbursed by Employer in accordance with Employer's policies and procedures. Employee shall use good judgment in Employee's outside activities so Employee will not neglect his duties to the Employer, and Employer at all times retains discretion over such activities.

11. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as approved by Employer and at Employer's expense.
12. **GENERAL EXPENSES/MILEAGE.** Employer shall reimburse Employee for reasonable job-related expenses which it is anticipated Employee will incur from time to time, with appropriate documentation and in accordance with Employer's policies and procedures. Employer shall reimburse Employee for mileage for use of his personal vehicle for City business, in accordance with Internal Revenue Service regulations and Employer's policies and procedures.
13. **HOURS OF WORK.** Employee will generally be available during Employer's regular business hours. It is understood that the position of City Administrator requires attendance at evening and weekend meetings as necessary. In recognition of these work demands, the Employee shall be allowed to use reasonable flexibility in setting his office schedule.
14. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, the Employee may elect to accept limited teaching or consulting opportunities, subject to Employer's prior consent, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.
15. **TERMINATION.** Employee is an at-will employee; either he or Employer may terminate this Agreement and his employment at any time for any reason, subject only to Employee's agreement to provide Employer with thirty (30) days advance written notice and the severance payment provisions contained in paragraph 16 below. In accordance with the terms and conditions of Employer's policies and procedures, Employee will receive payment for the prescribed amount of accrued *vacation* and sick *leave* upon *termination* of his employment.
16. **SEVERANCE BENEFITS.**
 - a. In the event Employer terminates Employee's employment for cause, as defined below, or that Employee voluntarily terminates his employment, Employee's right to further compensation and benefits will end as of the effective date of the termination, except as otherwise provided by the

terms of the benefit policy or applicable law, and Employer shall have no further obligation to compensate Employee.

- b. In the event that Employer terminates Employee's employment without cause, Employee shall be entitled to severance in the form of salary continuation payment (at Employee's then current rate of pay) for a maximum of six (6) months from the date of termination ("Severance Period"). Should Employee timely elect continuation coverage of applicable Employer benefit plans, Employer shall continue to make its contribution toward group health and dental insurance premiums then in effect during the Severance Period, subject to the following:
 - i. Employee must sign and not rescind a waiver and release of claims provided by Employer.
 - ii. Employer's obligation to make salary continuation and insurance contribution payments will cease effective the date Employee accepts comparable employment, it being understood and agreed that Employee will exercise his best efforts to secure comparable employment during the Severance Period. Employee agrees to immediately notify Employer upon his receipt of a bona fide offer of comparable employment. For purposes of this Agreement, comparable employment is defined as employment in a position of comparable responsibility, compensation, and benefits.
- c. Termination for Cause. Employer shall have the right to terminate Employee's employment at any time for "Cause" and Employer shall have no obligation to make the severance payments above. Whether Cause exists shall be within the sole discretion of the Employer, and for purposes of this Agreement shall mean that Employee has:
 - i. Committed a material breach of this Agreement or Employer's policies;
 - ii. Failed to substantially perform his duties, failed to carry out any lawful directive of Employer, or demonstrated incompetence or gross inefficiency in his position, as determined by Employer, and, to the extent Employer deems such deficiencies as curable, where such deficiencies are not cured or corrected by Employee within thirty (30) days of receipt of written notice from Employer;
 - iii. Been convicted of or pleaded nolo contendere to any felony or any crime involving moral turpitude or an illegal act involving personal gain to Employee; or

- iv. Been guilty of gross negligence, willful misconduct, or immoral conduct affecting the performance of his duties, resulting in material harm to, or having a materially adverse effect on Employer.
- 17. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions of this Agreement.
- 18. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 19. **ASSIGNMENT.** Employee and Employer agree that this Agreement is a personal employment contract and the rights of the parties cannot be transferred.
- 20. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employer and Employee. This Agreement supersedes all prior oral or written communications between the parties, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained. Employee states that he had adequate time to review this Agreement and understands its terms.
- 22. **WAIVER.** This Agreement may be waived only through a writing signed by the parties to this Agreement. The waiver by Employer or Employee of any breach of any term or condition of this Agreement shall not constitute the waiver of any other breach.

23. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:

EMPLOYEE:

CITY OF SHOREWOOD

MARC NEVINSKI

Mayor

Date: _____

Date: _____

ATTEST:

City Clerk/HR Director



City of Shorewood Council Meeting Item

Title/Subject: Resolution 22-109 Approving Lease Renewal with AT&T for Cell Tower space on City of Shorewood Water Tower Located at 5500 Old Market Road

Meeting Date: Monday, November 14, 2022

Prepared by: Ed Shukle, Interim City Administrator

Reviewed by: Jared Shepherd, City Attorney

Attachments: Resolution 22-109; Reinstatement and Ratification of Second Amendment to Water Tower Space Lease Agreement

2H

MEETING
TYPE
Regular
Meeting

Policy Consideration/Policy/ Financial Considerations: The City is renting the space as the owner of the water tower. This is an annual revenue source for the City of Shorewood.

Background: AT&T has been leasing space on the City of Shorewood Water Tower located at 5500 Old Market Road since July 2002. The lease expired this summer and AT&T, through its representative, MD7, contacted the City of Shorewood about renewing the lease for another similar period of time. The term of the original agreement expired on June 30, 2022. AT&T proposed a longer-term agreement (expiring in June 2042) with a reduction in base rent from \$55,000 to \$37,500 annually. AT&T defended their offer by indicating that there have been recent industry developments changing how wireless telecommunications carriers operate. AT&T indicated that in the past, carriers focused on rapidly building out their networks in order to provide the best coverage. They further stated that while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Staff rejected this proposal arguing that AT&T's offer is drastically less than the previous lease terms and does not reflect the marketability of the site. Staff made a counteroffer with a shorter term (2 five-year terms) with the annual base rent remaining at \$55,000. AT&T has accepted this counteroffer. The renewal terms are spelled out in the attached "Reinstatement and Ratification of and Second Amendment to Water Tower Space Lease Agreement."

Financial Considerations: This is an annual revenue source for the City of Shorewood.

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

Page 1

Action Requested: Staff respectfully recommends the City Council approve Resolution 22-109 approving the lease renewal as stated in the attached “Reinstatement and Ratification of and Second Amendment to Water Tower Space Lease Agreement.” Motion, second and ...

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

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

RESOLUTION 22-109

**A RESOLUTION APPROVING THE REINSTATEMENT AND RATIFICATION OF AND
SECOND AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT**

WHEREAS, the City of Shorewood has been renting water tower space at its water tower located at 5500 Old Market Road to AT&T since 2002; and

WHEREAS, the current lease expired on June 30, 2022; and

WHEREAS, the City has been negotiating a new lease with AT&T; and

WHEREAS, negotiations were recently completed and a tentative agreement has been reached and is ready for review and approval by the Shorewood City Council; and

WHEREAS, the attached staff report and “Reinstatement and Ratification of and Second Amendment to the Water Tower Space Lease Agreement” outline the terms of the new lease.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that it hereby approves the lease renewal as outlined in the attached staff report and “Reinstatement and Ratification of and Second Amendment to Water Tower Space Lease Agreement.

Adopted by the City Council of Shorewood, Minnesota this 14th day of November, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL01042
Cell Site Name: Shorewood
Fixed Asset Number: 10081756

**REINSTATEMENT AND RATIFICATION OF AND SECOND AMENDMENT TO
WATER TOWER SPACE LEASE AGREEMENT**

THIS REINSTATEMENT AND RATIFICATION OF AND SECOND AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between City of Shorewood, a Minnesota municipal corporation, having a mailing address at 5755 Country Club Road, Shorewood, MN 55331 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor in interest) entered into a Water Tower Space Lease Agreement dated July 1, 2002, as amended by First Amendment to Water Tower Space Lease Agreement dated November 21, 2019, whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located at 5500 Old Market Road, Shorewood, MN 55331 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement expired on June 30, 2022, and Landlord acknowledges that Tenant has been occupying the Leased Premises on a month-to-month basis and Landlord has accepted Base Rent during such month-to-month basis from Tenant and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Base Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Reinstatement and Ratification.** The Agreement, including all amendments thereto, if any, entered into prior to the date hereof, is attached hereto as **Exhibit A**. Landlord and Tenant hereby reinstate, ratify, confirm and adopt the Agreement, as amended herein, as of the latter signature date below.

2. **Term.** The term of the Agreement shall be amended to provide that the current term that expired on June 30, 2022 ("**Current Term**"), will be automatically renewed commencing on July 1, 2022, upon the same terms and conditions of the Agreement, for two (2) additional five (5) year terms ("**Renewal Term**") Hereafter, "Term" shall include the Current Term and any applicable Renewal Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Renewal Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the Renewal Term.

3. **Modification of Base Rent.** Commencing on July 1, 2022, the current Base Rent payable under the Agreement shall be Fifty-Five Thousand and No/100 Dollars (\$55,000.00) per year, and shall continue during the Renewal Term. In the event of any overpayment of Base Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Base Rent payments an amount equal to the overpayment amount.

4. **Future Base Rent Payments.** The Agreement is amended to provide that commencing on July 1, 2022, Base Rent shall be fixed during the Renewal Terms, and the Annual Adjustments set forth in Section 3 (a)(2) of the Water Tower Space Lease Agreement shall not apply.

5. **Emergency 911 Service.** In the future, without the payment of additional Base Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Base Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **First Amendment to Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

City of Shorewood,
a Minnesota municipal corporation

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of **City of Shorewood, a Minnesota
municipal corporation**, the corporation named in the attached instrument;

(b) was authorized to execute this instrument on behalf of the corporation; and

(c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Exhibit A

5



#21

MEETING TYPE
REGULAR

City of Shorewood Council Meeting Item

Title / Subject: Assessment Agreements for Water Connections

Meeting Date: November 14, 2022

Prepared by: Joe Rigdon, Finance Director

Reviewed by: Ed Shukle, Interim City Administrator

Attachment: Resolution Certifying Special Assessments on the 2023 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.

PID	ADDRESS	NAME	AMOUNT	TERM	INTEREST RATE
33-117-23-21-0003	24850 Glen Road	Hillstrom	5,000	5 years	5.0%
33-117-23-12-0008	24710 Glen Road	Lugowski	5,000	5 years	5.0%

Recommendation / Action Requested: Staff recommends approval of the Resolution Certifying Special Assessments on the 2023 Hennepin County Property Tax Rolls.

Next Steps and Timeline: The assessments will be certified with the Hennepin County Assessor's office.

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
RESOLUTION 22-110
A RESOLUTION CERTIFYING SPECIAL ASSESSMENTS ON THE 2023
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
33-117-23-21-0003	24850 Glen Road	Hillstrom	5,000	5 years	5.0%
33-117-23-12-0008	24710 Glen Road	Lugowski	5,000	5 years	5.0%

Such certification, which is due to the County Auditor no later than November 30, 2022, 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 2023.

ADOPTED BY THE SHOREWOOD CITY COUNCIL this 14th day of November 2022.

Jennifer Labadie, Mayor

ATTEST

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve Change Order 1 and Accept Final Improvements for Glen Road, Amlee Road, Manitou Lane Landscaping Project; City Project 18-08

Meeting Date: Monday November 14, 2022

Prepared by: Andrew Budde, City Engineer

Reviewed by: Larry Brown, Director of Public Works

Attachments: Change Order 1, Resolution

Background: At the June 27, 2022 Council Meeting, Council awarded the contract for the Glen Road, Amlee Road, Manitou Lane Landscaping Project to Maple Crest Landscaping. As part of the overall Glen Road, Manitou Lane, & Amlee Road Street Improvements Project the City had entered into an agreement with the Gideon Wood Homeowners Association to expand the size of the pond in exchange for installing a landscape design, irrigation system, and a new outlet control structure. Due to the timing of the project weeds had taken over the property making the restoration and construction of the Landscaping plan impractical. The contractor had proposed using an herbicide to clear the weeds but the request was denied as the City of Shorewood has a policy to not use herbicides within city limits. Due to the policy City Staff determined that the best way to clear the site for restoration and installation of the landscaping was to remove the top 2-inches of the topsoil and import new topsoil. City staff agreed to have the Contractor remove the topsoil and weeds, import topsoil, and plant an additional tree that was needed as part of the agreement at an extra cost of \$9,860.00.

Maple Crest Landscaping has completed all work associated with the project and is requesting acceptance and final payment for the work.

A resolution approving Change Order No. 1, accepting the final improvements for the Glen Road, Amlee Road, Manitou Lane Landscaping Project, and approving final payment for the project is included for Council consideration and approval.

Financial Considerations: Maple Crest Landscaping was awarded the project with a bid for \$25,200.00. The final, completed amount is \$35,096.00. \$23,940 was previously paid as a partial pay application.

Recommendation/Action Requested: Staff has reviewed the estimate, verified quantities and recommends approving the resolution to approve of Change Order No. 1, accepting the final improvements for the Glen Road, Amlee Road, Manitou Lane

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.*

Landscaping Project, and approve final payment of \$11,156.00 for city project 18-08, the Glen Road, Amlee Road, Manitou Lane Landscape Project.

CHANGE ORDER NO. 1 DE-WEEDING & TOPSOIL IMPORT

Page 1 of 1

CONTRACTOR: Maple Crest Landscape	
ADDRESS: 2425 Highway 55 Median, MN 55340	PROJECT: Glen Road, Manitou Lane, & Amlee Road Street Improvements (Landscaping Project)
This Contract uses MnDOT Standard Specifications for Construction 2018 Edition	

This Contract is between the City of Shorewood and Contractor as follows:

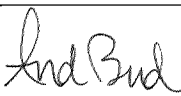
Issue:

As part of the Glen Road, Manitou Lane, & Amlee Road Street Improvements (Landscaping Project) the City had entered into an agreement with the Gideon Wood Homeowners Association to expand the size of the pond in exchange for installing a landscape design, irrigation system, and a new outlet control structure. The City awarded Maple Crest Landscaping the contract for completing the landscaping in the amount of \$25,200.00. Due to the timing of the project weeds had taken over the property making the restoration and construction of the Landscaping plan impractical. The contractor had proposed using a herbicide to clear the weeds but the request was denied as the City of Shorewood has a policy to not use herbicides to control weeds. Due to the policy the Engineer determined that the best way to clear the site for restoration and installation of the landscaping was to remove the top 2-inches of the topsoil and import new topsoil. City staff agreed to have the Contractor remove the topsoil and weeds at \$2,000/Lump Sum and import, place, and spread at \$47.50/CY. The Contractor also requested an additional \$2,592.00 for an additional tree that was needed as part of the agreement.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work.

Resolution:

1. The City of Shorewood agrees to pay Change Order No. 1 in the amount of \$9,860.00 for the temporary road rock stabilization. No adjustments to the construction durations, substantial completion, or final completion dates will be made.

	Signature	Date
Project Engineer		11/9/2022
Contractor		
Local Agency (City of Shorewood)		

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable.)

- ☐ Plans (Specify plan sheets attached)
☐ Specifications (Specify Specifications attached)
☐ Other _____

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

RESOLUTION 22-111

**A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE FINAL
ACCEPTANCE FOR THE GLEN ROAD, MANITOU LANE, AND AMLEE ROAD
LANDSCAPE PROJECT; CITY PROJECT 18-08**

WHEREAS, pursuant to the approved award of the Glen Road, Manitou Lane, and Amlee Road Landscape Project to Maple Crest Landscaping at the June 27, 2022, Council Meeting; and

WHEREAS, Maple Crest Landscaping could not complete the restoration and landscaping plan due to the overgrowth of weeds on the site; and

WHEREAS, City Staff agreed to have the top 2-inches of topsoil removed and replaced as part of Change Order No. 1; and

WHEREAS, Maple Crest Landscaping has completed all work in accordance with the awarded contract and Change Order; and

WHEREAS, Staff has reviewed the estimate, verified quantities, and recommends approval of Change Order No. 1, accepting improvements of the project, and approving final payment to Maple Crest Landscaping.

NOW, THEREFORE, BE IT RESOLVED: the City Council of the City of Shorewood hereby approves Change Order No1, accept improvements, and authorize final payment to Maple Crest Landscaping in the amount of \$11,156.00 for the Glen Road, Manitou Lane, and Amlee Road Landscape Project according to the plans and specifications on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of November, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Accept Quotes and Award Contract for 2022 Street Sweeping
Debris Removals, City Project 22-08
Meeting Date: Monday, November 14, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Quote Tabulation, Resolution

Background: Staff has requested quotes to remove street sweepings that have been stockpiled at Public Works over the last several years and now total nearly 500 cubic yards. The street sweepings potentially contain contaminants and need to be disposed of properly. In this case the street sweepings will be hauled and disposed of at the DemCon Landfill south of Shakopee, MN where they will be used as landfill cover at the end of the day.

Quotes for the project were opened on October 28, 2022. A total of four quotes were received and the low quote is submitted by W.M. Mueller & Sons, Inc. from Hamburg, MN. The quotes are summarized below:

Bidder:	Total Bid Amount:
W.M Mueller	\$26,725.00
Valley Paving	\$31,750.00
Kuechle Underground	\$33,500.00
Meyer Contracting	\$49,075.00

Staff has reviewed all the quotes and based on the low quote from W.M. Mueller, the costs of the project is 28% below the CIP budget of \$37,100. The quotes received indicate that the quoting process was competitive. Work is anticipated to occur in November 2022. The project is to have final completion of work by December 2, 2022.

Financial Considerations: Costs for this work have been budgeted for in the Capital Improvement Plan (CIP) and would utilize the Stormwater Management Fund. The city has budgeted \$37,100 in 2022 for this effort in the CIP.

Recommendation/Action Requested: Staff recommends accepting the quotes and awarding of the project to W.M. Mueller & Sons, Inc. in the amount of \$26,725.00 for the 2022 Street Sweeping Removals, City Project 22-08.

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

Project Quote Tabulation

2022 STREET SWEEPING REMOVALS

BMI PROJECT NO. 0C1.123603

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Quote Date: 10/28/2022 1:00 PM CDT

Firm	Total Quote
W.M. Mueller & Sons	\$26,725.00
Valley Paving	\$31,750.00
Kuechle Underground	\$33,500.00
Meyer Contracting	\$49,075.00

I hereby certify that this is a true and correct tabulation of the quotes as received on October 28, 2022 for the 2022 Street Sweeping Removals.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

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

RESOLUTION 22-112

**A RESOLUTION TO ACCEPT QUOTES AND AWARD CONTRACT
FOR 2022 STREET SWEEPING REMOVALS, CITY PROJECT 22-08**

WHEREAS, pursuant to a request for quotations for the 2022 Street Sweeping Removal project, quotes were received on October 28th, 2022, opened and tabulated according to law, with the following quotes received:

Contractor	Total Bid
W.M. Mueller & Sons	\$26,725.00
Valley Paving	\$31,750.00
Kuechle Underground	\$33,500.00
Meyer Contracting	\$49,075.00

WHEREAS, W.M Mueller & Sons, Inc. is the lowest responsible bidder; and

WHEREAS, W.M Mueller & Sons, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

WHEREAS, the street sweepings will be hauled and disposed of at DemCon Landfill near Shakopee, MN; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approves the resolution to accept quotes and authorizes entering into a contract with W.M Mueller & Sons, Inc. based on the lowest quote amount in the name of the City of Shorewood for the 2022 Street Sweeping Removals Project according to the specifications on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of November 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Authorization to Apply for OSHA Grant for Public Works
Safety Equipment
Meeting Date: Monday, November 14, 2022
Prepared by: Larry Brown, Director of Public Works
Attachments: Photo Lid Lifter, SafeAssure Report, Photo Tripod in Use, Accessories

Background: Every year Public Works cleans one fifth of the sanitary sewer system with the large “Jet Vactor Truck” that was purchased jointly with the cities of Tonka Bay and Excelsior. The quota for cleaning is set in place by the League of Minnesota Cities Insurance Trust, to ensure that the system is properly maintained to prevent claims due to sewer backups.

The city owns and maintains 282,131 feet of sanitary sewer, in addition to 1,499 sanitary sewer manholes. To clean one-fifth of the system per year means that approximately 300 manhole covers have to be opened and inspected, for this task alone. Manhole covers weigh between 112 and 130 pounds each. A full day of pulling covers off for inspections has occasionally resulted in strained backs or injuries.

In review of this issue, staff learned that there is a grant program that addresses this issue. A few of the local municipalities have obtained magnetic manhole lifting devices that can be mounted directly to a truck. The unit is simply placed over the lid, the magnetic device is engaged, and the lid is lifted mechanically. Attachment 1 is a photo of such a unit.

The grant that is available is through the Occupational Safety and Health Administration (OSHA) program is a 50 percent matching grant. As a requirement of the grant the city is required to have a professional safety consultant review all of the equipment, procedures and systems that are in place to perform confined space entry. Staff enlisted the help of SafeAssure Consultants, the City’s safety consultant for this task.

Attachment 2 to this document is the report completed by SafeAssure Consultants. Unfortunately, since much of the equipment in stock is 20 years old or older, the OSHA standards have changed that require replacement of most of the equipment. While this was not a planned expenditure, confined space entry is a requirement of the department and must meet OSHA standards.

If personnel have to enter into a manhole structure, or an area where there is lack of free atmospheric air routinely exchanged, confined space equipment must be utilized. In the

case of entering a manhole structure, this means an individual must be lowered into the manhole via a winch on a certified tripod system. This is required to ensure that if the atmosphere changes that causes a worker to go unconscious, or is injured in a fall or other scenario, that individual can be retrieved safely without exposing other personnel to inherent risks. While there are many safety requirements and procedures for this, some of the basic requirements are:

- A certified tripod with hand operated winch and separate safety retrieval/anti fall system.
- A proper harness that is properly fitted for the employee
- A 4 level gas monitor that continuously measures for oxygen, hydrogen sulfide, carbon monoxide, and lower explosive levels, as the environment can change quickly.
- An approved confined space fan to properly exchange air volumes of the confined space.

Attachment 3 is a photo of an individual being lowered into a manhole structure utilizing the harness and tripod equipment. Examples of each of the other pieces of safety equipment are shown in Attachment 4.

Finance: Costs for the various components are listed below in Table 1.

Description	Quantity	Amount
Tripod Safety System	1	\$9,792.00
4 Level Gas Monitor	1	\$929.25
Air Exchanger	1	\$735.75
Harnesses	8	\$1,272.00
Safety Lanyards	2	\$300.00
Manhole Lid Lifter	1	\$6,040.00
TOTAL		\$19,069.00

Table 1

With the 50 percent matching grant, if approved by the City and the OSHA grant program, the City's portion would be \$9,534.50 and would be funded from the Operating Budget of the Sanitary Sewer Fund. Adequate funds exist within the budget for this expenditure.

Recommendation: Staff is recommending approval of the motion that authorizes application for the 50% matching OSHA grant for Public Works Safety Equipment and the purchase of the items outlined, contingent upon OSHA awarding the safety grant outlined herein.



ATTACHMENT 1

MAGNETIC MANHOLE LID LIFTER

SHOREWOOD: CONFINED SPACE EQUIPMENT AUDIT



INSPECTION/AUDIT DATE: 2022-09-21

PREPARED FOR: THE CITY OF SHOREWOOD

INSPECTED/AUDITED BY: F. JONATHAN BEALE

AREA/FACILITY INSPECTED: PUBLIC WORKS

PREPARED BY:

SAFEASSURE INC.

770 NORTH CREEK-HWY 71 NE

PO Box 756

WILLMAR, MN 56201



320-231-3803 • 1-800-920-SAFE

E-MAIL: INFO@SAFEASSURE.COM

SafeAssure has completed an audit of the above specified operation/job/site. The following page(s) is a list of deficiencies and recommendations we make to you for your consideration and attention. These deficiencies are in no particular order of importance, but as they were observed. We will attempt to identify these areas through pictures to assist in the corrective action you may want to take.

- ❖ Deficiencies and recommendations are short and to the point. Please notify above inspector for further or more detailed clarification or abatement recommendations.
- ❖ SafeAssure Consultants will work with you throughout the year to assist in correcting deficiencies and answer questions concerning specific situations.

ATTACHMENT 2
SAFETY AUDIT



DEFICIENCY
FALL PROTECTION HARNESS NOT INSPECTED (2007)

RECOMMENDATION
Inspect according to manufacturers recommendations

DATE CORRECTED: **WHO CORRECTED:**
id#: 53175



DEFICIENCY
FALL PROTECTION HARNESS DAMAGED

RECOMMENDATION
Replace

DATE CORRECTED: **WHO CORRECTED:**
id#: 53176



DEFICIENCY
CONFINED SPACE VENTILATION RATE NOT IDENTIFIED

RECOMMENDATION
Determine flow rate (CFM) or replace

DATE CORRECTED: **WHO CORRECTED:**
id#: 53177



DEFICIENCY
CONFINED SPACE MONITOR CALIBRATION EXPIRED/OLD

RECOMMENDATION
Calibrate or Replace

DATE CORRECTED: **WHO CORRECTED:**
id#: 53178



DEFICIENCY
CONFINED SPACE RETRIEVAL LINE DAMAGED

RECOMMENDATION
Replace

DATE CORRECTED: **WHO CORRECTED:**
id#: 53179



DEFICIENCY
FALL PROTECTION CONNECTOR NOT DOUBLE LOCKING

RECOMMENDATION
Replace

DATE CORRECTED:
id#: 53180

WHO CORRECTED:



DEFICIENCY
FALL PROTECTION LANYARD SHOWING WEAR AND AGE (2005)

RECOMMENDATION
Discard

DATE CORRECTED:
id#: 53181

WHO CORRECTED:



DEFICIENCY
FALL PROTECTION NOT IN USE

RECOMMENDATION
Institute fall protection requirement policy

DATE CORRECTED:
id#: 53182

WHO CORRECTED:

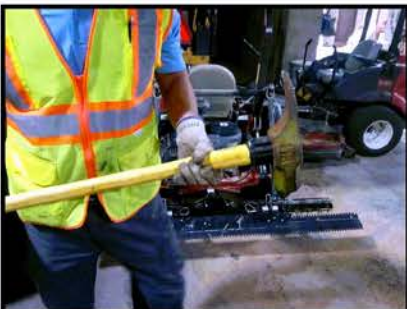


DEFICIENCY
TRIPOD WINCH NOT DESIGNED/APPROVED FOR LOWERING OR RETRIEVING OF EMPLOYEES

RECOMMENDATION
Discard/Replace

DATE CORRECTED:
id#: 53183

WHO CORRECTED:



DEFICIENCY
MANUALLY OPENING MANHOLES (PICK USED): POTENTIAL BACK/ SHOULDER INJURIES

RECOMMENDATION
Purchase truck mounted magnetic device

DATE CORRECTED:
id#: 53184

WHO CORRECTED:



ATTACHMENT 3

TRIPOD SAFETY SYSTEM IN USE



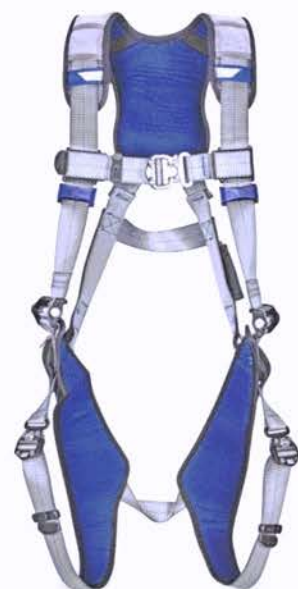
4 LEVEL GAS MONITOR



**TRIPOD WITH ENTRY WINCH AND
RETRIVAL/ANTI-FALL SYSTEM**



AIR EXCHANGER



SAFETY HARNESS

ATTACHMENT 4

CONFINED SPACE ITEMS



City of Shorewood Council Meeting Item

Title/Subject: Accept Bids and Award Contract for Birch Bluff Improvements, No Parking, and Authorize Wetland Bank Purchase; City Project 21-01
Meeting Date: Monday, November 14, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Bid Tabulation, Bid Abstract, Resolutions

Background: At the September 26th Council Meeting, staff had presented the final plans and specification for the Birch Bluff Street & Utility Improvement project and Council had given authorization to advertise and open bids for the project.

Bids for the project were opened on November 2, 2022. A total of eight bids were received and the low bidder is submitted by New Look Contracting, Inc. from Rogers, MN. The bids are summarized below:

Bidder:	Total Bid Amount:
New Look Contracting	\$4,051,478.25
Valley Paving	\$4,184,184.00
S.M. Hentges & Sons	\$4,337,200.50
Northwest Asphalt	\$4,414,945.24
Meyer Contracting	\$4,700,383.26
S R Weidema	\$4,810,055.75
Northdale Construction	\$4,811,260.71
Geislinger & Sons	\$4,920,709.90

Staff has reviewed all the bids and based on the low bid from New Look Contracting, Inc., the construction costs of the project is 20% below the engineer's estimate of \$4,869,744.40. The bids received indicate that the bidding process was competitive. Tree removal is anticipated to begin this late fall or early winter to allow time for overhead utility relocation efforts in early spring. The project is to be substantially completed by November 22, 2023, and final completion by July 12, 2024.

As part of the project the City will need to purchase wetland bank credits to fulfil the conditions of the needed wetland permits due to anticipated wetland impacts. A resolution to purchase wetland bank credits is included for Council consideration and approval.

A resolution to prohibit parking for the west bound lanes of Birch Bluff Road and the south bound lanes of Grant Lorenz Road from Edgewood Road to the Tonka Bay city limits is included for Council consideration and approval. No parking in these locations is consistent with the design and previous council direction.

Financial Considerations: Costs for this work have been budgeted for in the Capital Improvement Plan (CIP) and would utilize a combination of Street & Utility Bonds, Water Fund, Sanitary Fund, and Storm Sewer Fund. The city has budgeted \$5,668,000 for this project in the CIP. The projected total project costs, which include the amount bid for construction and accounting for engineering, administration, permitting, and right of way acquisition is \$5,222,000.

Options: Staff recommends that the Council consider the following actions:

1. Approve the attached resolutions accepting the bids and awarding the contract to New Look Contracting, Inc., authorizing staff to execute agreements for wetland bank purchases, and approving no parking on the westbound lanes for the Birch Bluff Street & Utility Improvement Project, City Project 21-01.
2. Direct staff to modify the plans & specifications or attached resolutions.
3. Take no action at this time.

Recommendation/Action Requested: Staff recommends accepting the bids and awarding of the project to New Look Contracting, Inc. in the amount of \$4,051,478.25 for the Birch Bluff Street & Utility Improvement Project, City Project 21-01. Staff also recommends approving a resolution to prohibit parking along Birch Bluff Road and Grant Lorenz Road and approving action to purchase wetland credits.

Next Steps and Timelines:

Award Construction Contract	November 14, 2022
Begin Tree Removal	Winter 2022
Construction Substantially Complete	November 22, 2023
Construction Final Completion	July 12, 2024



City of Shorewood

Project Bid Tabulation

BIRCH BLUFF ROAD STREET & UTILITY IMPROVEMENTS

BMI PROJECT NO. 0C1.123686

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Bid Date: 11/2/2022 10:00 AM CDT

Firm	Total Bid
New Look Contracting	\$4,051,478.25
Valley Paving	\$4,184,184.00
S.M. Hentges & Sons	\$4,337,200.50
Northwest Asphalt	\$4,414,945.24
Meyer Contracting	\$4,700,383.26
S.R. Weidema	\$4,810,055.75
Northdale Construction	\$4,811,260.71
Geislinger & Sons	\$4,920,709.90

Engineer's Opinion of Cost - Base Bid

\$4,869,744.40

I hereby certify that this is a true and correct tabulation of the bids as received on November 2, 2022 for the Birch Bluff Road Street & Utility Improvements, City Project 21-01.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

ABSTRACT OF BIDS
BRCH BLUFF ROAD STREET & UTILITY IMPROVEMENTS
CITY OF SHOREWOOD, MINNESOTA
BMT PROJECT NO. DCL123486

			Engineer's Estimate		New Lock Contracting		Valley Paving		S.M. Henniges & Sons		Northwest Asphalt		Meyer Contracting		S.R. Weldema		Northdale Construction		Goldinger & Sons		
ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID																					
1	MOBILIZATION	1	LUMP SUM	\$235,000.00	\$235,000.00	\$150,000.00	\$150,000.00	\$195,871.50	\$195,871.50	\$280,000.00	\$280,000.00	\$346,608.00	\$346,608.00	\$218,451.14	\$218,451.14	\$105,000.00	\$105,000.00	\$48,202.50	\$48,202.50	\$239,300.00	\$239,300.00
2	CLEARING	400	EACH	\$690.00	\$276,000.00	\$135.00	\$54,000.00	\$120.00	\$48,000.00	\$115.00	\$46,000.00	\$149.68	\$59,872.00	\$135.47	\$54,188.00	\$320.00	\$128,000.00	\$118.44	\$47,376.00	\$118.00	\$47,600.00
3	GRUBBING	402	EACH	\$690.00	\$274,200.00	\$90.00	\$36,180.00	\$80.00	\$32,160.00	\$77.00	\$30,954.00	\$107.72	\$43,302.44	\$150.17	\$60,348.74	\$110.00	\$44,220.00	\$78.96	\$31,741.43	\$79.00	\$31,738.00
4	CLEAN ROOT CUTTING	155	TREE	\$250.00	\$38,750.00	\$115.00	\$17,825.00	\$100.00	\$15,500.00	\$105.80	\$16,399.00	\$117.69	\$18,241.95	\$100.00	\$15,500.00	\$102.90	\$15,949.50	\$100.00	\$15,965.00	\$102.00	\$15,960.00
5	REMOVE & DISPOSE OF BRUSH	1	LUMP SUM	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$2,530.00	\$2,530.00	\$2,728.00	\$2,728.00	\$2,728.00	\$2,728.00	\$5,000.00	\$5,000.00	\$2,604.00	\$2,625.00	\$2,625.00	\$2,625.00
6	REMOVE BOLLARDS	3	EACH	\$270.00	\$810.00	\$350.00	\$1,050.00	\$250.00	\$750.00	\$65.00	\$195.00	\$250.00	\$750.00	\$121.11	\$363.33	\$100.00	\$300.00	\$600.00	\$1,800.00	\$200.00	\$600.00
7	REMOVE HYDRANT	1	EACH	\$830.00	\$830.00	\$875.00	\$875.00	\$815.00	\$815.00	\$730.00	\$730.00	\$750.00	\$750.00	\$599.69	\$599.69	\$420.00	\$420.00	\$600.00	\$600.00	\$150.00	\$150.00
8	REMOVE STRUCTURE	1	EACH	\$10,000.00	\$10,000.00	\$875.00	\$875.00	\$1,800.00	\$1,800.00	\$1,930.00	\$1,930.00	\$1,930.00	\$1,930.00	\$500.00	\$500.00	\$2,568.26	\$2,568.26	\$4,000.00	\$4,000.00	\$10,100.00	\$10,100.00
9	REMOVE DRAINAGE STRUCTURE	3	EACH	\$700.00	\$2,100.00	\$875.00	\$2,625.00	\$610.00	\$1,830.00	\$700.00	\$2,100.00	\$500.00	\$1,500.00	\$365.04	\$1,095.12	\$1,125.00	\$3,375.00	\$1,000.00	\$3,000.00	\$350.00	\$1,050.00
10	REMOVE SIGN	25	EACH	\$50.00	\$1,250.00	\$45.00	\$1,125.00	\$42.00	\$1,050.00	\$41.00	\$1,025.00	\$44.00	\$1,100.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00	\$42.00	\$1,050.00	\$42.00	\$1,050.00
11	REMOVE WATERMAIN	40	LN FT	\$19.50	\$780.00	\$25.00	\$1,000.00	\$21.00	\$840.00	\$28.00	\$1,120.00	\$12.00	\$480.00	\$15.38	\$615.20	\$12.00	\$480.00	\$20.00	\$800.00	\$3.00	\$120.00
12	REMOVE PIPE SEWER (SANITARY)	90	LN FT	\$21.00	\$1,890.00	\$25.00	\$2,250.00	\$39.00	\$3,510.00	\$38.00	\$3,420.00	\$12.00	\$1,080.00	\$17.63	\$1,586.70	\$30.00	\$1,800.00	\$20.00	\$1,800.00	\$5.00	\$450.00
13	REMOVE PIPE SEWER (STORM)	265	LN FT	\$25.00	\$6,625.00	\$25.00	\$6,625.00	\$17.00	\$4,505.00	\$31.00	\$8,215.00	\$12.00	\$3,180.00	\$22.74	\$6,026.10	\$25.00	\$6,625.00	\$30.00	\$7,950.00	\$12.00	\$3,180.00
14	REMOVE CURB & GUTTER	85	LN FT	\$18.00	\$1,530.00	\$15.00	\$1,275.00	\$14.00	\$1,190.00	\$9.40	\$799.00	\$10.00	\$850.00	\$8.05	\$684.25	\$7.75	\$658.75	\$20.00	\$1,700.00	\$4.00	\$340.00
15	REMOVE RETAINING WALL	43	LN FT	\$23.00	\$1,123.00	\$36.00	\$1,548.00	\$40.00	\$1,720.00	\$38.00	\$1,634.00	\$60.00	\$2,580.00	\$28.00	\$1,204.00	\$32.00	\$1,376.00	\$300.00	\$9,000.00	\$50.00	\$2,500.00
16	SALVAGE FENCE & REINSTALL FENCE	120	LN FT	\$50.00	\$6,000.00	\$75.00	\$9,000.00	\$66.00	\$7,920.00	\$60.00	\$7,200.00	\$68.53	\$8,223.60	\$62.30	\$7,476.00	\$63.00	\$7,560.00	\$65.41	\$7,850.46	\$65.00	\$7,800.00
17	SALVAGE RETAINING WALL	230	LN FT	\$50.00	\$11,500.00	\$22.00	\$5,060.00	\$22.00	\$5,060.00	\$30.00	\$6,900.00	\$22.00	\$5,060.00	\$22.00	\$5,060.00	\$21.00	\$4,830.00	\$21.00	\$4,830.00	\$25.00	\$5,750.00
18	REMOVE BITUMINOUS PAVEMENT	9,550	SQ YD	\$3.85	\$36,787.50	\$6.50	\$62,075.00	\$7.00	\$66,850.00	\$5.00	\$47,750.00	\$4.50	\$43,425.00	\$6.36	\$60,783.00	\$7.00	\$66,850.00	\$5.25	\$49,665.00	\$4.00	\$38,200.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	3,975	SQ FT	\$2.25	\$8,943.75	\$2.00	\$7,950.00	\$3.00	\$11,925.00	\$1.10	\$4,372.50	\$1.85	\$7,353.75	\$1.74	\$6,914.25	\$2.00	\$7,950.00	\$9.00	\$36,013.50	\$2.00	\$7,950.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	30,500	SQ FT	\$1.50	\$45,750.00	\$0.75	\$22,875.00	\$1.30	\$39,650.00	\$0.80	\$24,400.00	\$1.00	\$30,500.00	\$0.66	\$20,325.00	\$0.75	\$22,875.00	\$2.25	\$68,125.00	\$1.00	\$30,500.00
21	REMOVE LIFT STATION VENT PIPE	1	EACH	\$900.00	\$900.00	\$875.00	\$875.00	\$810.00	\$810.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$339.55	\$339.55	\$750.00	\$750.00	\$6,000.00	\$6,000.00	\$250.00	\$250.00
22	REMOVE CONCRETE PARKING STOP	2	EACH	\$550.00	\$1,100.00	\$150.00	\$300.00	\$180.00	\$360.00	\$80.00	\$160.00	\$150.00	\$300.00	\$300.49	\$600.98	\$100.00	\$200.00	\$100.00	\$200.00	\$200.00	\$400.00
23	SALVAGE & REINSTALL POST	1	EACH	\$165.00	\$165.00	\$165.00	\$165.00	\$255.00	\$255.00	\$75.00	\$75.00	\$250.00	\$250.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,625.00	\$1,625.00	\$250.00	\$250.00
24	SALVAGE & REINSTALL MAILBOX	45	EACH	\$175.00	\$7,875.00	\$220.00	\$9,900.00	\$210.00	\$9,450.00	\$200.00	\$9,000.00	\$220.00	\$9,900.00	\$200.00	\$9,000.00	\$200.00	\$9,000.00	\$110.00	\$4,950.00	\$210.00	\$9,450.00
25	ABANDON PIPE SEWER (SANITARY SERVICES)	180	LN FT	\$9.00	\$1,620.00	\$35.00	\$6,300.00	\$29.00	\$5,220.00	\$18.00	\$3,240.00	\$15.00	\$2,700.00	\$8.18	\$1,472.40	\$21.00	\$3,780.00	\$23.71	\$4,267.80	\$13.00	\$2,340.00
26	SALVAGE BRICK PAVERS	7,800	SQ FT	\$18.00	\$140,400.00	\$1.00	\$5,600.00	\$3.00	\$23,400.00	\$15.00	\$117,000.00	\$5.00	\$39,600.00	\$15.81	\$124,368.00	\$8.00	\$62,400.00	\$6.00	\$46,800.00	\$5.80	\$45,240.00
27	EXCAVATION - COMMON (EV) (P)	11,780	CU YD	\$18.00	\$212,040.00	\$20.00	\$235,600.00	\$29.00	\$341,620.00	\$25.00	\$294,500.00	\$29.00	\$341,620.00	\$13.64	\$160,679.20	\$24.50	\$288,610.00	\$37.70	\$444,106.00	\$26.00	\$306,280.00
28	EXCAVATION - SUBGRADE	620	CU YD	\$21.00	\$13,020.00	\$15.00	\$9,300.00	\$13.00	\$8,060.00	\$27.00	\$16,710.00	\$34.00	\$21,080.00	\$33.01	\$20,466.70	\$30.00	\$18,600.00	\$37.70	\$23,374.00	\$26.00	\$15,120.00
29	SELECT GRANULAR EMBANKMENT (GV) (P)	8,250	CU YD	\$34.00	\$280,500.00	\$26.50	\$218,625.00	\$33.30	\$274,725.00	\$37.00	\$306,750.00	\$36.30	\$300,475.00	\$41.46	\$342,045.00	\$47.00	\$388,500.00	\$47.81	\$393,182.50	\$44.00	\$363,000.00
30	COMMON EMBANKMENT (GV) (P)	1,805	CU YD	\$10.00	\$18,050.00	\$10.00	\$18,050.00	\$11.00	\$19,855.00	\$7.00	\$12,635.00	\$10.00	\$18,050.00	\$15.07	\$27,193.45	\$9.75	\$17,599.25	\$20.00	\$36,100.00	\$9.00	\$16,245.00
31	TEMPORARY ROAD STABILIZATION ROCK	900	TON	\$45.00	\$40,500.00	\$40.00	\$36,000.00	\$36.50	\$32,850.00	\$36.00	\$32,400.00	\$44.35	\$39,915.00	\$61.47	\$55,323.00	\$47.00	\$42,300.00	\$52.79	\$47,511.00	\$24.00	\$21,600.00
32	STABILIZING AGGREGATE (GV)	620.00	CU YD	\$50.00	\$31,000.00	\$80.00	\$49,600.00	\$55.00	\$34,220.00	\$25.00	\$15,500.00	\$55.00	\$34,220.00	\$81.20	\$50,344.00	\$59.00	\$36,580.00	\$62.36	\$38,663.20	\$75.00	\$46,500.00
33	DITCH DEWATERING	1.00	LUMP SUM	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00	\$11,000.00	\$11,000.00	\$3,000.00	\$3,000.00	\$25,000.00	\$25,000.00	\$12,633.97	\$12,633.97	\$3,665.00	\$3,665.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
34	GEOTEXTILE FABRIC TYPE 5	13,300.00	SQ YD	\$3.00	\$39,900.00	\$2.50	\$33,250.00	\$2.25	\$29,625.00	\$2.00	\$26,600.00	\$2.15	\$28,165.00	\$2.01	\$26,831.00	\$2.95	\$38,776.00	\$3.08	\$40,344.00	\$3.00	\$39,900.00
35	SUBGRADE PREPARATION	13,500.00	SQ YD	\$2.10	\$28,350.00	\$1.80	\$24,300.00	\$1.00	\$13,500.00	\$1.25	\$16,875.00	\$1.00	\$13,500.00	\$1.05	\$14,175.00	\$2.10	\$28,350.00	\$1.50	\$20,250.00	\$15.00	\$202,500.00
36	AGGREGATE SURFACE CLASS 2	75.00	TON	\$95.00	\$7,125.00	\$85.00	\$6,375.00	\$80.00	\$6,000.00	\$40.00	\$3,000.00	\$31.40	\$2,355.00	\$68.36	\$5,125.50	\$150.00	\$11,250.00	\$95.00	\$7,125.00	\$95.00	\$7,125.00
37	STREET SWEEPER (WITH PICKUP BROOM)	80	HOURL	\$185.00	\$14,800.00	\$1.00	\$80.00	\$175.00	\$14,000.00	\$185.00	\$14,800.00	\$170.00	\$13,600.00	\$140.00	\$11,200.00	\$150.00	\$12,000.00	\$157.50	\$12,600.00	\$200.00	\$16,000.00
38	EXPLORATORY EXCAVATION	25	HOURL	\$690.00	\$17,250.00	\$425.00	\$10,625.00	\$810.00	\$20,250.00	\$440.00	\$11,000.00	\$400.00	\$10,000.00	\$623.35	\$15,583.75	\$1,037.00	\$25,925.00	\$1,250.00	\$3,125.00	\$1,600.00	\$4,000.00
39	WATER (JUST CONTROL)	75	M GAL	\$70.00	\$5,250.00	\$50.00	\$3,750.00	\$45.00	\$3,375.00	\$57.00	\$4,275.00	\$60.00	\$4,500.00	\$45.31	\$3,398.25	\$121.00	\$9,075.00	\$50.00	\$3,750.00	\$75.00	\$5,250.00
40	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE) (P)	2,750	CY YD	\$47.00	\$129,250.00	\$50.00	\$137,500.00	\$58.00	\$159,500.00	\$57.00	\$156,750.00	\$44.50	\$122,375.00	\$63.01	\$173,277.50	\$60.00	\$165,000.00	\$51.63	\$141,982.50	\$45.00	\$123,750.00
41	DRILL & GROUT REINFORCING BARS (EPOXY COATED)	240	EACH	\$18.50	\$4,440.00	\$12.50	\$3,000.00	\$20.00	\$4,800.00	\$11.00	\$2,640.00	\$20.35	\$4,884.00	\$18.50	\$4,440.00	\$11.50	\$2,760.00	\$11.55	\$2,772.00	\$11.50	\$2,760.00
42	JOINT ADHESIVE (MASTIC)	7,475	LN FT	\$1.25	\$9,343.75	\$1.25	\$9,343.75	\$1.04	\$7,774.00	\$1.00	\$7,475.00	\$1.05	\$7,848.75	\$1.04	\$7,774.00	\$1.00	\$7,475.00	\$1.00	\$7,475.00	\$1.10	\$8,222.50
43	TYPE SP 8.5 WEARING COURSE MIX (2,C)	1,200	TON	\$122.00	\$146,400.00	\$136.00	\$165,200.00	\$121.00	\$145,200.00	\$114.00	\$136,800.00	\$114.70	\$137,640.00	\$120.00	\$144,000.00	\$123.50	\$150,600.00	\$127.05	\$152,460.00	\$132.00	\$158,400.00
44	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	1,200	TON	\$105.00	\$126,000.00	\$122.0.															

ITEM NO.	BID ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate		New Look Contracting		Valley Paving		S.M. Hengges & Sons		Northwest Asphalt		Meyer Contracting		S.R. Weidema		Herndale Construction		Goldinger & Sons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
55	24" RC PIPE APRON	3	EACH	\$1,750.00	\$5,250.00	\$2,200.00	\$6,600.00	\$2,600.00	\$7,800.00	\$1,990.00	\$5,970.00	\$1,888.00	\$5,664.00	\$2,252.66	\$6,757.98	\$2,307.00	\$6,915.00	\$1,801.80	\$5,405.40	\$2,000.00	\$6,000.00
56	36" RC PIPE APRON	1	EACH	\$1,800.00	\$1,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$2,670.00	\$2,670.00	\$3,237.00	\$3,237.00	\$3,452.28	\$3,452.28	\$3,281.00	\$3,281.00	\$2,583.35	\$2,583.35	\$2,800.00	\$2,800.00
57	TRASH GUARD FOR 24" PIPE APRON	3	EACH	\$1,250.00	\$3,750.00	\$2,400.00	\$7,200.00	\$2,800.00	\$8,400.00	\$2,450.00	\$7,350.00	\$1,990.00	\$5,970.00	\$2,287.64	\$6,862.92	\$2,434.00	\$7,272.00	\$2,087.81	\$6,263.79	\$2,000.00	\$6,000.00
58	TRASH GUARD FOR 36" PIPE APRON	1	EACH	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$3,830.00	\$3,830.00	\$3,540.00	\$3,540.00	\$3,909.78	\$3,909.78	\$4,093.00	\$4,093.00	\$3,478.78	\$3,478.78	\$3,200.00	\$3,200.00
59	4" PERP PVC PIPE DRAIN	7,500	UN FT	\$15.25	\$114,375.00	\$17.50	\$131,250.00	\$13.00	\$97,500.00	\$16.00	\$120,000.00	\$22.44	\$168,300.00	\$18.51	\$138,825.00	\$20.00	\$150,000.00	\$24.75	\$185,625.00	\$18.00	\$135,000.00
60	4" PVC PIPE DRAIN CLEANOUT	15	EACH	\$400.00	\$6,000.00	\$300.00	\$4,500.00	\$300.00	\$4,500.00	\$275.00	\$4,125.00	\$300.00	\$4,500.00	\$384.42	\$5,766.30	\$183.00	\$2,745.00	\$4,692.80	\$340.00	\$5,100.00	
61	28" SPAN RC PIPE ARCH SEWER CL. IIA	30	UN FT	\$120.00	\$3,600.00	\$180.00	\$5,400.00	\$175.00	\$5,250.00	\$155.00	\$4,650.00	\$184.88	\$5,546.40	\$190.00	\$5,700.00	\$235.00	\$7,050.00	\$192.15	\$5,764.50	\$180.00	\$5,400.00
62	12" RC PIPE SEWER DESIGN 3006 CLASS V	1,810	UN FT	\$90.50	\$163,805.00	\$75.00	\$135,750.00	\$67.00	\$121,270.00	\$74.00	\$133,840.00	\$68.38	\$123,767.80	\$80.90	\$146,429.00	\$102.00	\$184,020.00	\$96.67	\$174,972.70	\$125.00	\$226,250.00
63	15" RC PIPE SEWER DESIGN 3006 CLASS V	510	UN FT	\$100.00	\$51,000.00	\$83.00	\$42,330.00	\$77.00	\$39,270.00	\$78.00	\$39,780.00	\$75.80	\$38,535.00	\$91.24	\$46,532.40	\$113.00	\$58,650.00	\$105.24	\$53,672.40	\$140.00	\$71,400.00
64	18" RC PIPE SEWER DESIGN 3006 CLASS V	200	UN FT	\$150.00	\$30,000.00	\$95.00	\$19,000.00	\$86.00	\$17,200.00	\$73.00	\$14,600.00	\$81.02	\$16,204.00	\$95.86	\$19,172.00	\$122.00	\$24,400.00	\$120.02	\$24,004.00	\$160.00	\$32,000.00
65	24" RC PIPE SEWER DESIGN 3006 CLASS V	275	UN FT	\$185.00	\$50,875.00	\$150.00	\$41,250.00	\$145.00	\$39,875.00	\$131.00	\$36,025.00	\$129.22	\$35,535.50	\$152.17	\$41,956.75	\$203.00	\$55,825.00	\$185.87	\$51,114.75	\$200.00	\$55,000.00
66	36" RC PIPE SEWER DESIGN 3006 CLASS V	45	UN FT	\$250.00	\$11,250.00	\$370.00	\$16,650.00	\$390.00	\$17,550.00	\$312.00	\$14,040.00	\$279.78	\$12,590.10	\$353.05	\$15,887.25	\$510.00	\$22,950.00	\$371.01	\$16,695.45	\$320.00	\$14,400.00
67	CONNECT TO EXISTING SANITARY SEWER	5	EACH	\$1,275.00	\$6,375.00	\$1,775.00	\$8,875.00	\$2,300.00	\$11,000.00	\$2,800.00	\$11,500.00	\$2,900.00	\$14,750.00	\$2,189.39	\$10,897.95	\$2,100.00	\$10,500.00	\$2,428.48	\$12,117.36	\$4,100.00	\$20,500.00
68	8"X6" PVC WYE	4	EACH	\$975.00	\$3,900.00	\$1,600.00	\$6,400.00	\$285.00	\$1,140.00	\$3,540.00	\$1,180.00	\$4,715.00	\$1,302.78	\$5,211.12	\$100.00	\$4,000.00	\$553.81	\$2,215.24	\$4,200.00	\$16,800.00	
69	8" PVC PIPE SEWER 50R-35	90	UN FT	\$115.00	\$10,350.00	\$120.00	\$10,800.00	\$125.00	\$11,250.00	\$115.00	\$10,350.00	\$65.52	\$5,896.80	\$122.31	\$11,007.90	\$105.00	\$11,250.00	\$100.80	\$9,072.00	\$150.00	\$13,500.00
70	4" DIRECTIONALLY DRILLED SANITARY SERVICE	280	UN FT	\$150.00	\$42,000.00	\$87.00	\$24,360.00	\$159.00	\$44,730.00	\$119.00	\$33,320.00	\$145.00	\$40,600.00	\$124.29	\$34,886.70	\$86.00	\$23,980.00	\$89.62	\$25,112.40	\$185.00	\$42,550.00
71	SANITARY SEWER SERVICE REPAIR	450	UN FT	\$65.00	\$29,250.00	\$100.00	\$45,000.00	\$143.00	\$64,350.00	\$67.00	\$30,150.00	\$38.21	\$17,194.50	\$121.59	\$54,713.50	\$108.00	\$48,600.00	\$125.38	\$56,421.00	\$80.00	\$36,000.00
72	CONNECT TO EXISTING WATER MAIN	1	EACH	\$2,900.00	\$2,900.00	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00	\$1,540.00	\$1,540.00	\$1,577.43	\$1,577.43	\$2,300.00	\$2,300.00	\$6,000.00	\$6,000.00	\$3,200.00	\$3,200.00
73	HYDANT	12	EACH	\$7,200.00	\$86,400.00	\$7,600.00	\$91,200.00	\$8,350.00	\$100,200.00	\$7,050.00	\$84,600.00	\$6,193.00	\$74,316.00	\$9,287.81	\$111,453.12	\$9,358.00	\$106,296.00	\$6,731.46	\$80,777.52	\$6,500.00	\$78,000.00
74	HYDANT EXTENSION	18	UN FT	\$1,250.00	\$22,500.00	\$1,400.00	\$25,200.00	\$1,400.00	\$25,200.00	\$1,490.00	\$26,820.00	\$1,254.00	\$22,572.00	\$1,504.16	\$27,074.88	\$1,700.00	\$30,600.00	\$2,460.75	\$22,693.25	\$2,387.00	\$23,166.00
75	1" CORPORATION STOP	55	EACH	\$275.00	\$15,125.00	\$235.00	\$12,925.00	\$330.00	\$18,150.00	\$693.00	\$38,065.00	\$1,205.00	\$66,275.00	\$1,296.36	\$71,299.30	\$304.00	\$16,420.00	\$351.50	\$19,332.50	\$4,200.00	\$17,400.00
76	1.5" CORPORATION STOP	5	EACH	\$515.00	\$2,575.00	\$650.00	\$3,250.00	\$714.00	\$3,570.00	\$790.00	\$3,950.00	\$1,222.00	\$6,110.00	\$1,288.51	\$6,467.05	\$304.00	\$1,520.00	\$577.86	\$2,889.80	\$1,800.00	\$9,000.00
77	6" GATE VALVE & BOX	12	EACH	\$3,250.00	\$39,000.00	\$3,300.00	\$39,600.00	\$3,400.00	\$40,800.00	\$2,925.00	\$34,700.00	\$2,245.00	\$26,140.00	\$3,301.67	\$39,620.04	\$2,517.00	\$30,204.00	\$2,690.10	\$32,281.20	\$2,200.00	\$26,400.00
78	8" GATE VALVE & BOX	10	EACH	\$3,450.00	\$34,500.00	\$4,150.00	\$41,500.00	\$4,000.00	\$40,000.00	\$3,040.00	\$30,400.00	\$3,806.00	\$38,060.00	\$4,340.49	\$43,404.49	\$3,539.00	\$35,390.00	\$3,513.27	\$35,132.70	\$2,800.00	\$28,000.00
79	1" CURB STOP & BOX	55	EACH	\$851.00	\$46,805.00	\$525.00	\$28,875.00	\$550.00	\$30,250.00	\$975.00	\$53,625.00	\$1,187.00	\$65,385.00	\$1,272.43	\$69,989.55	\$402.00	\$22,110.00	\$532.28	\$29,280.48	\$1,900.00	\$104,500.00
80	1.5" CURB STOP & BOX	5	EACH	\$535.00	\$2,675.00	\$1,000.00	\$5,000.00	\$990.00	\$4,950.00	\$795.00	\$3,975.00	\$1,419.00	\$7,095.00	\$1,107.73	\$5,538.65	\$681.00	\$3,405.00	\$793.53	\$3,967.65	\$2,100.00	\$10,500.00
81	9 LB ANODE BAG	10	EACH	\$290.00	\$2,900.00	\$240.00	\$2,400.00	\$390.00	\$3,900.00	\$500.00	\$5,000.00	\$1,900.00	\$19,000.00	\$1,700.14	\$17,001.40	\$277.00	\$2,770.00	\$159.72	\$1,597.20	\$300.00	\$3,000.00
82	WATER SERVICE LID	4	EACH	\$375.00	\$1,500.00	\$120.00	\$480.00	\$390.00	\$1,560.00	\$530.00	\$2,120.00	\$200.00	\$800.00	\$315.00	\$1,260.00	\$292.00	\$1,168.00	\$391.49	\$1,565.96	\$300.00	\$1,200.00
83	1" TYPE K COPPER PIPE	1,500	UN FT	\$48.00	\$72,000.00	\$40.00	\$60,000.00	\$67.00	\$100,500.00	\$48.00	\$72,000.00	\$45.46	\$68,190.00	\$35.21	\$52,815.00	\$95.00	\$142,500.00	\$96.00	\$144,000.00	\$31.00	\$46,500.00
84	1.5" TYPE K COPPER PIPE	160	UN FT	\$48.00	\$7,680.00	\$75.00	\$12,000.00	\$84.00	\$13,440.00	\$53.00	\$8,480.00	\$51.36	\$8,217.60	\$61.11	\$9,777.60	\$104.00	\$16,640.00	\$103.50	\$16,560.00	\$38.00	\$5,280.00
85	6" WATERMAIN DUCTILE IRON CL 52 W/POLY WRAP	175	UN FT	\$80.00	\$14,000.00	\$66.50	\$11,627.50	\$67.00	\$11,725.00	\$74.00	\$12,950.00	\$64.87	\$11,312.25	\$94.30	\$16,502.50	\$91.00	\$15,925.00	\$120.64	\$21,112.00	\$120.00	\$22,000.00
86	8" WATERMAIN DUCTILE IRON CL 52 W/POLY WRAP	3,700	UN FT	\$91.00	\$336,000.00	\$66.00	\$243,600.00	\$67.00	\$248,400.00	\$90.00	\$333,000.00	\$76.86	\$283,816.00	\$93.60	\$346,320.00	\$118.00	\$436,600.00	\$111.11	\$411,107.00	\$150.00	\$555,000.00
87	4" POLYETHYLENE INSULATION	50	SQ YD	\$48.00	\$2,400.00	\$62.00	\$3,100.00	\$100.00	\$5,000.00	\$76.00	\$3,800.00	\$66.00	\$3,300.00	\$76.28	\$3,814.00	\$95.00	\$4,750.00	\$77.33	\$3,867.00	\$70.00	\$3,500.00
88	DUCTILE IRON FITTINGS	2,352	POUND	\$17.20	\$40,454.40	\$16.00	\$37,632.00	\$11.00	\$25,736.00	\$14.25	\$33,531.00	\$13.00	\$30,576.00	\$28.48	\$66,984.96	\$17.00	\$39,884.00	\$22.43	\$52,403.34	\$22.70	\$29,870.40
89	CASTING ASSEMBLY (SANITARY)	18	EACH	\$890.00	\$16,020.00	\$875.00	\$15,750.00	\$1,150.00	\$20,700.00	\$1,140.00	\$20,520.00	\$908.00	\$16,344.00	\$780.10	\$14,081.80	\$995.00	\$17,910.00	\$1,034.75	\$18,625.50	\$730.00	\$13,140.00
90	CASTING ASSEMBLY (STORM)	32	EACH	\$850.00	\$27,200.00	\$875.00	\$28,000.00	\$990.00	\$31,680.00	\$1,350.00	\$43,200.00	\$651.75	\$20,856.00	\$785.47	\$25,133.04	\$1,097.00	\$35,104.00	\$1,467.50	\$46,860.00	\$800.00	\$25,600.00
91	ADJUST FRAME & RING CASTING (SANITARY)	18	EACH	\$800.00	\$14,400.00	\$1,000.00	\$18,000.00	\$1,100.00	\$19,800.00	\$670.00	\$12,060.00	\$500.00	\$9,000.00	\$442.70	\$7,968.60	\$736.00	\$13,248.00	\$235.00	\$4,500.00	\$550.00	\$9,900.00
92	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'x3'	54	UN FT	\$690.00	\$37,260.00	\$960.00	\$51,720.00	\$711.00	\$38,394.00	\$630.00	\$34,020.00	\$523.00	\$28,242.00	\$834.10	\$45,241.40	\$713.00	\$38,502.00	\$669.14	\$35,809.54	\$590.00	\$33,240.00
93	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4'0"x4'0"	18	UN FT	\$890.00	\$16,020.00	\$960.00	\$17,280.00	\$914.00	\$16,452.00	\$795.00	\$14,370.00	\$696.00	\$12,908.00	\$940.55	\$15,137.10	\$830.00	\$16,950.00	\$780.44	\$14,263.50	\$570.00	\$10,260.00
94	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4'0"x6'0"	12	UN FT	\$1,300.00	\$15,600.00	\$1,105.00	\$13,260.00	\$1,040.00	\$12,480.00	\$875.00	\$10,500.00	\$994.12	\$13,529.40	\$1,027.00	\$12,324.00	\$903.27	\$10,838.56	\$990.00	\$12,000.00		
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4'0"x8'0"	69	UN FT	\$1,375.00	\$94,875.00	\$770.00	\$53,130.00	\$870.00	\$60,030.00	\$775.00	\$53,475.00	\$620.00	\$42,780.00	\$964.31	\$59,637.30	\$949.00	\$65,481.00	\$812.17	\$56,039.79	\$650.00	\$44,550.00
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4'0"x12'0"	4	UN FT	\$1,800.00	\$7,200.00	\$1,600.00	\$6,400.00	\$1,550.00	\$6,200.00	\$1,980.00	\$7,920.00	\$1,275.00	\$5,100.00	\$1,870.33	\$7,481.32	\$1,889.00	\$7,556.00	\$1,779.65	\$7,118.60	\$1,600.00	\$6,400.00
97	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4'0"x12'0"	15	UN FT	\$1,100.00	\$16,500.00	\$1,600.00	\$24,000.00	\$1,500.00	\$22,500.00	\$1,940.00	\$29,100.00	\$1,285.00	\$20,540.00	\$1,569.09	\$23,535.44	\$1,714.00	\$25,714.00	\$1,518.72	\$22,799.52	\$1,600.00	\$24,000.00
98	CONSTRUCT DRAINAGE STRUCTURE DESIGN TYPE G	3	UN FT	\$690.00	\$2,070.00	\$800.00	\$2,400.00	\$975.00	\$2,925.00	\$915.00	\$2,745.00	\$676.00	\$2,028.00	\$920.78	\$2,762.34	\$1,230.00	\$3,690.00	\$1,140.11	\$3,420.33	\$1,200.00	\$3,600.00
99	POND SKIMMER STRUCTURE WITH WEIR WALL	1	EACH	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$27,500.00	\$27,500.00	\$21,000.00											

ITEM NO.	BID ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate		New Look Contracting		Valley Paving		S.M. Hengges & Sons		Northwest Asphalt		Meyer Contracting		S.R. Weidema		Berndt Construction		Goldinger & Sons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
114	SIGN PANELS TYPE SPECIAL	8	EACH	\$275.00	\$2,200.00	\$360.00	\$2,880.00	\$350.00	\$2,800.00	\$393.00	\$3,144.00	\$297.50	\$2,380.00	\$325.00	\$2,600.00	\$335.00	\$2,680.00	\$342.25	\$2,730.00	\$210.00	\$1,680.00
115	OVERSTORY LANDSCAPE TREE (2.5" CAL)	80	EACH	\$750.00	\$60,000.00	\$660.00	\$52,800.00	\$615.00	\$49,200.00	\$660.00	\$52,800.00	\$715.00	\$57,200.00	\$668.25	\$53,460.00	\$689.00	\$55,120.00	\$614.25	\$49,140.00	\$683.00	\$54,640.00
116	UNDERSTORY LANDSCAPE TREE (1.5" CAL)	10	EACH	\$650.00	\$6,500.00	\$270.00	\$5,700.00	\$440.00	\$4,400.00	\$575.00	\$5,750.00	\$621.50	\$6,215.00	\$572.15	\$5,721.50	\$573.00	\$5,730.00	\$435.25	\$4,352.50	\$594.00	\$5,940.00
117	LANDSCAPE SHRUBS	80	EACH	\$70.00	\$5,600.00	\$105.00	\$8,400.00	\$65.00	\$5,200.00	\$105.00	\$8,400.00	\$181.50	\$14,520.00	\$167.09	\$13,367.20	\$168.00	\$13,440.00	\$65.10	\$5,208.00	\$175.00	\$14,000.00
118	LANDSCAPE GRASSES & PERENNIALS	775	EACH	\$35.00	\$27,125.00	\$30.00	\$23,250.00	\$30.00	\$23,250.00	\$32.00	\$24,800.00	\$33.00	\$25,575.00	\$30.38	\$23,544.50	\$31.00	\$24,025.00	\$27.30	\$21,157.50	\$32.00	\$24,800.00
119	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$7,750.00	\$7,750.00	\$1.00	\$1.00	\$3,500.00	\$3,500.00	\$9,940.00	\$9,940.00	\$9,940.00	\$9,940.00	\$500.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$17,000.00	\$12,000.00	\$5,000.00
120	STORM DRAIN INLET PROTECTION	35	EACH	\$185.00	\$6,425.00	\$125.00	\$4,375.00	\$150.00	\$5,250.00	\$319.00	\$11,165.00	\$130.00	\$4,550.00	\$150.00	\$5,250.00	\$645.00	\$25,075.00	\$367.50	\$12,862.50	\$156.00	\$5,460.00
121	SILT FENCE, TYPE MS	3,075	LIN FT	\$2.50	\$7,687.50	\$3.50	\$10,762.50	\$2.60	\$7,995.00	\$2.00	\$6,150.00	\$2.56	\$7,872.00	\$2.14	\$6,580.50	\$2.15	\$6,611.25	\$1.98	\$6,088.50	\$2.50	\$7,687.50
122	FLOTATION SILT CURTAIN TYPE STILL WATER	50	LIN FT	\$55.00	\$2,750.00	\$45.00	\$2,250.00	\$50.00	\$2,500.00	\$37.00	\$1,850.00	\$21.25	\$1,062.50	\$19.64	\$980.00	\$19.65	\$982.50	\$36.25	\$1,812.50	\$20.00	\$1,000.00
123	SEDIMENT CONTROL LOG TYPE WOOD FIBER	1,000	LIN FT	\$4.10	\$4,100.00	\$5.50	\$5,500.00	\$4.30	\$4,300.00	\$3.70	\$3,700.00	\$3.05	\$3,050.00	\$2.60	\$2,600.00	\$2.60	\$2,600.00	\$3.68	\$3,680.00	\$3.00	\$3,000.00
124	STABILIZED CONSTRUCTION EXIT	4	EACH	\$4,000.00	\$16,000.00	\$1.00	\$4.00	\$2,100.00	\$8,400.00	\$1,830.00	\$7,320.00	\$2,750.00	\$11,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00
125	SANDBAG BARRIER	25	EACH	\$125.00	\$3,125.00	\$75.00	\$1,875.00	\$120.00	\$3,000.00	\$128.00	\$3,200.00	\$100.00	\$2,500.00	\$300.00	\$7,500.00	\$1,185.00	\$29,625.00	\$21.00	\$525.00	\$100.00	\$2,500.00
126	COMMON TOPSOIL BORROW (LV)	2,490.00	CU YD	\$43.00	\$106,950.00	\$37.00	\$98,010.00	\$0.01	\$26.50	\$58.00	\$143,790.00	\$53.80	\$132,831.00	\$67.00	\$167,750.00	\$51.00	\$125,150.00	\$42.25	\$105,162.50	\$47.00	\$117,450.00
127	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX 25-151	2,200	SQ YD	\$2.75	\$6,050.00	\$2.50	\$5,500.00	\$2.40	\$5,280.00	\$2.40	\$5,280.00	\$2.15	\$4,730.00	\$1.99	\$4,378.00	\$2.00	\$4,400.00	\$2.36	\$5,192.00	\$2.00	\$4,400.00
128	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX 33-261	1,600	SQ YD	\$2.75	\$4,400.00	\$2.50	\$4,000.00	\$2.55	\$4,080.00	\$2.50	\$4,000.00	\$2.53	\$4,048.00	\$2.35	\$3,760.00	\$2.35	\$3,760.00	\$2.47	\$3,952.00	\$2.50	\$4,000.00
129	ROLLED EROSION PREVENTION CATEGORY 25 W/ SEED MIX 25-151	430	SQ YD	\$2.75	\$1,182.50	\$5.00	\$2,150.00	\$3.00	\$1,290.00	\$2.90	\$1,247.00	\$2.31	\$993.30	\$2.14	\$920.20	\$2.15	\$924.50	\$2.89	\$1,242.70	\$1.50	\$1,075.00
130	ROLLED EROSION PREVENTION CATEGORY 24 W/ SEED MIX 25-151	25	SQ YD	\$50.00	\$1,250.00	\$25.00	\$625.00	\$22.00	\$550.00	\$21.00	\$525.00	\$28.05	\$701.25	\$26.02	\$650.50	\$26.00	\$650.00	\$21.00	\$525.00	\$30.00	\$750.00
131	MULCH MATERIAL TYPE 6 (3" HARDWOOD)	55	CU YD	\$60.00	\$3,300.00	\$95.00	\$5,225.00	\$95.00	\$5,225.00	\$94.00	\$5,170.00	\$107.00	\$5,885.00	\$98.23	\$5,402.65	\$99.00	\$5,445.00	\$94.50	\$5,197.50	\$102.00	\$5,610.00
132	HYDRAULIC BONDED FIBER MATRIX W/ SEED MIX 25-151	13,006	SQ YD	\$2.00	\$26,012.00	\$1.50	\$19,509.00	\$1.40	\$18,200.00	\$1.40	\$18,200.00	\$1.50	\$19,500.00	\$1.36	\$17,690.00	\$1.40	\$18,200.00	\$1.35	\$17,250.00	\$2.00	\$26,012.00
133	RAPID STABILIZATION METHOD 3	20	MGAL	\$700.00	\$14,000.00	\$875.00	\$17,500.00	\$880.00	\$17,600.00	\$812.00	\$16,240.00	\$819.00	\$16,380.00	\$760.31	\$15,206.20	\$766.00	\$15,320.00	\$813.25	\$16,275.00	\$820.00	\$16,400.00
134	LANDSCAPE ALLOWANCE	1	LUMP SUM	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
TOTAL BID					\$4,869,746.40		\$4,051,478.25		\$4,184,184.00		\$4,187,290.50		\$4,414,946.24		\$4,700,389.24		\$4,810,055.25		\$4,611,260.71		\$4,820,795.93

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

RESOLUTION 22-113

**A RESOLUTION TO ACCEPT BIDS AND AWARD CONTRACT FOR
THE BIRCH BLUFF ROAD STREET & UTILITY IMPROVEMENT PROJECT
CITY PROJECT 21-01**

WHEREAS, pursuant to an advertisement for bids for the Birch Bluff Street & Utility Improvement project, bids were received on November 2, 2022, opened and tabulated according to law, with the following bids received and complying with the advertisement:

Contractor	Total Bid
New Look Contracting	\$4,051,478.25
Valley Paving	\$4,184,184.00
S.M. Hentges & Sons	\$4,337,200.50
Northwest Asphalt	\$4,414,945.24
Meyer Contracting	\$4,700,383.26
S.R. Weidema	\$4,810.055.75
Northdale Construction	\$4,811,260.71
Geislinger & Sons	\$4,920,709.90

WHEREAS, New Look Contracting, Inc. is the lowest responsible bidder; and

WHEREAS, New Look Contracting, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with New Look Contracting, Inc. based on the lowest bid amount in the name of the City of Shorewood for the Birch Bluff Street & Utility Improvement Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of November 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

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

RESOLUTION 22-114

**A RESOLUTION TO PURCHASE WETLAND BANK CREDITS FOR BIRCH BLUFF
ROAD AND UTILITY IMPROVEMENTS PROJECT; CITY PROJECT 21-01**

WHEREAS, the City plans to reconstruct Birch Bluff Road, Grant Lorenz Road, and Lee Circle as part of the Birch Bluff Road Street and Utility Improvement Project; and

WHEREAS, the City has delineated wetlands adjacent to the project and anticipates permanent wetland impacts for roadway grading and storm pond construction; and

WHEREAS, the City will need to purchase wetland bank credits in order provide replacement wetlands for those impacted as part of the Birch Bluff Road Improvements Project to fulfill the conditions of the wetland permits; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to authorize staff to acquire the necessary wetland bank credits as required for the project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of November, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

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

RESOLUTION 22-115

**A RESOLUTION TO PROHIBIT PARKING FOR THE WEST BOUND LANES OF
BIRCH BLUFF ROAD AND THE SOUTH BOUND LANES OF GRANT LORENZ
ROAD; CITY PROJECT 21-01**

WHEREAS, the City will be reconstructing Birch Bluff Road and Grant Lorenz Road from Edgewood Road to the Tonka Bay City limits to the city standard street width of 26 feet measured from face of curbs; and

WHEREAS, the city standard street width does not accommodate for parking on both sides of the roadway and still provide a safe and effective route for the general public and emergency response; and

WHEREAS, the west bound lane of Birch Bluff Road from the eastern city limits with Tonka Bay and the south bound lane on Grant Lorenz Road from Birch Bluff Road to Edgewood Road 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 the west bound lane of Birch Bluff Road from the eastern limits with Tonka Bay and the south bound lane of Grant Lorenz Road from Birch Bluff Road to Edgewood Road.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of November, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Strawberry Lane Easement Updates; City Project 19-05
Meeting Date: Monday, November 24, 2022
Prepared by: Andrew Budde, City Engineer
Reviewed by: Ed Shukle, Interim City Administrator
Attachments: Letter from Bolton & Menk

Background: Bolton & Menk staff have encountered a discrepancy in the existing right of way and easement needs associated with the Strawberry Lane Street Improvements project. Attached is a letter from Bolton & Menk providing a brief explanation of the circumstances and proposed resolution.

Financial Considerations: The city will save approximately \$78,000 in roadway easement acquisition for the project and Bolton & Menk is proposing to reimburse the city for efforts associated with pursuing unnecessary easements which is approximately \$60,000.

Recommendation/Action Requested: Staff recommends accepting Bolton & Menk's proposed resolution.



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

November 8, 2022

Shorewood City Council
Attn: Jennifer Labadie, Mayor
5755 Country Club Road
Shorewood, MN 55331

RE: Strawberry Lane Easement Update
Shorewood, MN

Dear City Council,

Bolton & Menk was responsible for establishing the existing right of way and easements for the Strawberry Lane Street Improvements project on behalf of the city. We had ordered Ownership & Encumbrance Reports (O&E Reports) in 2020 and completed our field survey work to establish the existing corridor in 2021. At the recommendation of Bolton & Menk, the city pursued easement acquisition necessary for the construction of the project. In late October 2022 as we were preparing final easement exhibits, we identified several recorded documents that were in the O&E Reports but were not included in our existing right of way and easement efforts. These existing easements provided the city with the necessary land rights adjacent to four parcels along the project and therefore additional easements on these parcels would not be required.

Bolton & Menk will reimburse the city for all the expenses associated with the pursuit and acquisition of the unnecessary easements, which may total approximately \$60,000. In addition, we will provide the support necessary to communicate this issue with the effected property owners. The expended fees include appraisals, meetings with property owners, meetings with staff, survey calculations, staking, and writing of legal descriptions. In one case an easement offer was accepted and paid for by the city in the amount of \$20,250. Since Bolton & Menk was responsible for the preparation of the existing rights of way and easements, we take full responsibility for the oversight. Bolton & Menk will reimburse the city for all unnecessary efforts associated with the acquisition of the easements and is estimated to be approximately \$60,000.

Sincerely,

Bolton & Menk, Inc.

David Martini
Senior Principal Engineer

Andrew Budde
City Engineer



City of Shorewood Council Meeting Item

Title/Subject: Public Hearing – Certification of Assessments for unpaid charges

Meeting Date: November 14, 2022

Prepared by: Joe Rigdon, Finance Director

Reviewed by: Michelle Nguyen, Senior Accountant

Attachments: 2022 Certification Listing (Preliminary)

Policy Consideration: 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.

Background: 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 14, 2022 city council meeting where council would consider the assessment levied against their property.

Action Requested: Staff respectfully 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 2023 Hennepin County Tax Rolls.

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.*

**2022 - Certification Listing -
Resolution XXXX**

ACCOUNT	BALANCE
005186 - 000	1,124.70
005190 - 001	773.71
005224 - 000	258.83
005232 - 002	1,937.84
005386 - 000	933.41
005478 - 000	1,227.89
005481 - 000	366.76
005514 - 000	438.04
005527 - 000	365.52
005532 - 000	481.35
005680 - 000	1,035.08
005732 - 000	969.10
006098 - 000	770.21
006125 - 000	221.43
006290 - 000	770.21
006308 - 000	1,523.06
006380 - 000	149.11
006384 - 000	149.11
006459 - 000	333.54
006531 - 000	506.84
006648 - 000	610.23
006654 - 000	654.91
006699 - 000	654.91
006831 - 000	699.86

006855 - 000	699.86
006869 - 000	654.91
006903 - 000	654.91
006919 - 000	699.86
006929 - 000	356.44
006946 - 000	699.86
006979 - 000	699.86
006983 - 000	503.30
006997 - 000	699.86
007000 - 000	654.91
007029 - 000	654.91
007056 - 000	654.91
007069 - 000	195.63
007109 - 000	654.91
007110 - 000	654.91
007155 - 000	654.91
007205 - 000	654.91
007227 - 000	654.91
007246 - 000	332.68
007252 - 000	654.91
007483 - 000	654.91
007509 - 000	654.91
007534 - 000	654.91
007605 - 000	356.44
007614 - 000	310.78
007618 - 000	654.91
007621 - 001	141.26
007665 - 001	1,397.70
007675 - 000	699.86

007680 - 000	654.91
007680 - 001	699.86
007842 - 000	333.54
007867 - 000	654.91
007992 - 001	333.54
008061 - 001	333.54
008134 - 001	1,377.56
008174 - 000	654.91
008294 - 000	209.51
008342 - 000	654.91
008355 - 000	1,320.30
008396 - 000	580.39
008414 - 000	654.91
008422 - 000	431.60
008502 - 000	333.54
008575-000	1,776.17
008602 - 000	345.39
008608-000	138.24
008632 - 002	580.39
008721 - 000	654.91
008745 - 001	580.39
008857 - 001	358.27
008915 - 000	149.47
008917 - 000	699.86
008940 - 000	676.66
008981-000	453.89
009009 - 000	293.77
009037 - 000	2,276.47
009122 - 002	580.39

009243 - 000	1,072.11
009272 - 000	333.54
009394 - 000	460.03
009433 - 000	592.73
009462 - 000	505.63
009475 - 000	500.31
009484 - 000	415.52
009501 - 000	415.12
009520 - 000	333.54
009530 - 000	313.61
009554 - 000	540.54
009562 - 000	280.90
Total to be Certified	59,128.47

**CITY OF SHOREWOOD
COUNTY OF HENNEPIN
RESOLUTION 22-116
A RESOLUTION CERTIFYING UNPAID CHARGES ON THE 2023
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, 2022, 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 2023, for the following services:

Water Levy #	To be updated
Sewer Levy #	To be updated
Stormwater Levy #	To be updated
Recycling Levy #	To be updated
Delinquent Fee Levy #	To be updated
Total Levy-City of Shorewood	\$50,121.87

ADOPTED BY THE SHOREWOOD CITY COUNCIL this 14th day of November 2022.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: 2022 Bond Issuance

Meeting Date: November 14, 2022

Prepared By: Joe Rigdon, Finance Director

Reviewed By: Ed Shukle, Interim City Administrator

5B

MEETING
TYPE
REGULAR

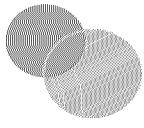
Attachments: Letter from Shannon Sweeney of David Drown Associates
Resolution

Background: In order to finance the following 2022-2023 street and utility projects, the Council previously authorized the negotiated bank placement of General Obligation street reconstruction and utility revenue bonds:

- Strawberry Lane
- Strawberry Court
- Peach Circle
- 2022 Mill & Overlay
- Lift Stations 7, 9, and 10 rehabilitation

The 2022A bond sale is scheduled for December 1, 2022 and Shannon Sweeney from David Drown Associates will be at the City Council meeting to present the results of the sale.

Recommended Action: Staff recommends approval of a Resolution providing for the issuance and sale of a \$7,570,000 General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A, pledging for the security thereof net revenues and levying a tax for the payment thereof.

**DDA****David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

November 8, 2022

City of Shorewood
Attn: Ed Shukle, Interim City Administrator
Attn: Joe Rigdon, Finance Director
5755 Country Club Road
Shorewood, MN 55331

RE: 2022 Street & Utility Reconstruction Project

Honorable Mayor, Council Members, Interim Administrator Shukle, and Director Rigdon:

The City of Shorewood has previously adopted a 5-year Street Reconstruction Plan that includes projects from the 10-year Capital Improvement Plan. A number of those projects have been implemented in 2020, 2021, and are continuing in 2022 and have been financed through the issuance of General Obligation Street Reconstruction and Utility Revenue Bonds issued by the City. Projects being initiated (and continued) in 2022 include the following along with their estimated cost based on bids received:

<u>Projects:</u>	<u>Estimated Cost:</u>
Strawberry Lane Reconstruction Projects	5,809,906.41
2022 Mill & Overlay Project	752,500.00
Lift Station Rehab 7,9,10	1,075,344.00
Total Estimated Cost:	\$7,637,750.41

The Council authorized David Drown Associates and R.W. Baird to initiate the process to issue bonds through a negotiated bank placement. Offers were received from five banks which included the following:

Summary of Bank Proposals				
Bank Name	Quoted Interest Rate	Estimated AIC	Estimated Total Principal and Interest	Notes
Webster Bank	4.740%	4.874%	\$11,906,479.77	Par Call in 2033
Capital One	5.090%	5.227%	\$12,233,447.67	Par Call in 2030
Truist	4.310%	4.448%	\$11,525,597.08	Par Call in 2030
Bremer Bank	4.730%	4.864%	\$11,904,323.67	Par Call in 2028
Huntington	5.080%	5.225%	\$12,229,601.67	103% until 2/1/37

The proposal that provided the lowest overall cost of borrowing was submitted by Truist at an interest rate of 4.31%. Truist has previously purchased bonds that were issued by the City/EDA in 2017 for the refinance of the 2008A Public Project Lease Revenue Bonds.

Based on the Truist proposal received, the final structure (attached) includes the following:

2022 Project Costs	\$7,637,750.41
Placement Agent	45,420.00
Finance & Legal	46,500.00
TOTAL PROJECT COST:	\$7,729,670.41

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

General Obligation Bond – Series 2022A	\$7,570,000.00
Cash Contribution (Street Ineligible)	154,037.34
Construction Fund Earnings	5,633.07
TOTAL FUNDING SOURCES:	\$7,729,670.41

Payment and Revenue Requirements:

The City of Shorewood will be required to pledge a tax levy which will average \$286,000 per year, annual contributions from the water fund averaging \$79,000 per year, annual contributions from the storm sewer fund averaging \$142,000 per year, and annual contributions from wastewater system revenues averaging \$95,000 per year for the repayment of this bond issue.

\$7,570,000 General Obligation Bond – Series 2022A:

The Truist proposal offers the following terms for the finance of the 2022 projects:

- 20-year term on the project financing
- Bonds callable any time after 2/1/2030
- Sale of bonds to Truist at an interest rate of 4.31%

Schedule and Issuance:

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

November 14, 2022	Award Sale of Bond Issue
December 1, 2022	Closing

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

Sincerely,



Shannon Sweeney
David Drown Associates, Inc.

City of Shorewood, Minnesota

Truist Financial Corporation

\$7,570,000

General Obligation Street Reconstruction & Utility Revenue Bonds, Series 2022A

Uses of Funds

Street Reconstruction	3,492,003.74
Utility Construction & Reconstruction	3,991,709.33
Street Reconstruction Ineligible Project Costs	154,037.34
Total Project Costs	7,637,750.41
Underwriter's Discount Allowance 0.000%	-
Unused Underwriter's Discount Allowance	-
Fiscal Fee	22,000.00
Bond Counsel	18,000.00
Bank Counsel	5,000.00
Printing & Misc	1,500.00
Placement Agent Fee	45,420.00
Capitalized Interest	-
Accrued Interest	-
Rounding	-
	7,729,670.41

Sources of Funds

Bond Issue	7,570,000.00
Construction Fund Earnings	5,633.07
Cash Contribution for Ineligible Street Costs	154,037.34
	7,729,670.41

Bond Details

Set Sale Date	N/A
Sale Date	11/14/2022
Dated Date	12/1/2022
Closing Date	12/1/2022
1st Interest Payment	8/1/2023
Proceeds spent by:	12/1/2024
	<i>to Dated Date</i>
Purchase Price	7,570,000.00
Net Interest Cost	3,928,205.83
Net Effective Rate	4.3100%
Average Coupon	4.3100%
Yield	4.3089%
Average Life	12.040
Call Option	2/1/2030
Purchaser	Truist Financial Corporation
Bond Counsel	Taft
Pay Agent	City of Shorewood
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	Audits within 270 days
Rebate	Subject to Rebate
Statutory Authority	M.S. 444 & 475

Payment Schedule & Cashflow

<i>Payment Schedule</i>					
12-Month	Interest		Payment		plus 5%
Period ending	Principal	Rate	Interest	Total	Coverage
10/12/2022	-	-	-	-	-
2/1/2023	-	4.31%	-	-	-
2/1/2024	210,000	4.31%	380,644.83	590,644.83	620,177
2/1/2025	265,000	4.31%	317,216.00	582,216.00	611,327
2/1/2026	275,000	4.31%	305,794.50	580,794.50	609,834
2/1/2027	285,000	4.31%	293,942.00	578,942.00	607,889
2/1/2028	295,000	4.31%	281,658.50	576,658.50	605,491
2/1/2029	310,000	4.31%	268,944.00	578,944.00	607,891
2/1/2030	320,000	4.31%	255,583.00	575,583.00	604,362
2/1/2031	335,000	4.31%	241,791.00	576,791.00	605,631
2/1/2032	350,000	4.31%	227,352.50	577,352.50	606,220
2/1/2033	365,000	4.31%	212,267.50	577,267.50	606,131
2/1/2034	380,000	4.31%	196,536.00	576,536.00	605,363
2/1/2035	395,000	4.31%	180,158.00	575,158.00	603,916
2/1/2036	415,000	4.31%	163,133.50	578,133.50	607,040
2/1/2037	425,000	4.31%	145,247.00	570,247.00	598,759
2/1/2038	445,000	4.31%	126,929.50	571,929.50	600,526
2/1/2039	465,000	4.31%	107,750.00	572,750.00	601,388
2/1/2040	485,000	4.31%	87,708.50	572,708.50	601,344
2/1/2041	495,000	4.31%	66,805.00	561,805.00	589,895
2/1/2042	515,000	4.31%	45,470.50	560,470.50	588,494
2/1/2043	540,000	4.31%	23,274.00	563,274.00	591,438
	7,570,000		3,928,205.83	11,498,205.83	12,073,116

<i>Pledged Revenues</i>					<i>Account Balances</i>	
Collection	Tax	Water	Sanitary Sewer	Storm Sewer	Surplus	Account
Year	Levy	Revenues	Revenues	Revenues	(deficit)	Balance
				Capitalized & accrued interest >	-	-
2022	-	-	-	-	-	-
2023	228,639	97,884	117,461	176,192	-	-
2024	289,416	80,478	96,573	144,860	-	-
2025	289,009	80,206	96,247	144,371	-	-
2026	288,376	79,878	95,854	143,781	-	-
2027	287,517	79,494	95,392	143,089	-	-
2028	286,431	80,365	96,438	144,657	-	-
2029	285,119	79,811	95,773	143,659	-	-
2030	288,831	79,200	95,040	142,560	-	-
2031	286,840	79,845	95,814	143,721	-	-
2032	289,873	79,064	94,877	142,316	-	-
2033	287,203	79,540	95,448	143,172	-	-
2034	289,557	78,590	94,308	141,461	-	-
2035	286,209	80,208	96,249	144,374	-	-
2036	287,884	77,719	93,263	139,894	-	-
2037	289,107	77,855	93,426	140,139	-	-
2038	284,627	79,190	95,028	142,542	-	-
2039	285,171	79,043	94,852	142,278	-	-
2040	280,012	77,471	92,965	139,447	-	-
2041	279,878	77,154	92,585	138,877	-	-
2042	279,290	78,037	93,644	140,466	-	-
	5,668,991	1,601,031	1,921,238	2,881,856	-	-

David Drown Associates, Inc.

Cash Flow ~ Final

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF SHOREWOOD, MINNESOTA

HELD: NOVEMBER 14, 2022

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Shorewood, Hennepin County, Minnesota, was duly held at the City Hall on November 14, 2022, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of a \$7,570,000 General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 22-117

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$7,570,000
GENERAL OBLIGATION STREET RECONSTRUCTION AND UTILITY REVENUE
BOND, SERIES 2022A, PLEDGING FOR THE SECURITY THEREOF NET
REVENUES AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Shorewood, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue a \$7,570,000 General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A (the "Bond"), pursuant to Minnesota Statutes, Chapter 475; and

1. Section 475.58, Subdivision 3b, to finance street reconstruction improvements under the City's Street Reconstruction Plan (the "Street Reconstruction Project") in the amount of \$3,535,000 (the "Street Reconstruction Portion of the Bond"); and

2. Section 444.075 to finance improvements to the municipal water system, sanitary sewer system and storm sewer system (collectively, the "Utility Improvements") in the amount of \$4,035,000 (the "Utility Portion of the Bond");

B. WHEREAS, on May 11, 2020, following duly published notice thereof, the City Council held a public hearing on the issuance of approximately \$18,230,681 principal amount of bonds to finance the Street Reconstruction Project and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

C. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street

reconstruction bonds was filed with the City Administrator within 30 days after the public hearing on May 11, 2020; and

D. WHEREAS, the Street Reconstruction Portion of the Bond, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

E. WHEREAS, the City owns and operates a municipal water system (the "Water System"), a municipal sanitary sewer system (the "Sanitary Sewer System"), and a municipal storm sewer system (the "Storm Sewer System", and together with the Water System and the Sanitary Sewer System, the "System"), as separate revenue producing public utilities; and

F. WHEREAS, the net revenues of the System are pledged to the payment of the City's outstanding (i) Utility Portion of the General Obligation Street Reconstruction and Utility Revenue Bond, Series 2020A, in the original principal amount of \$7,500,000, dated August 25, 2020; and (ii) Utility Portion of the General Obligation Street Reconstruction and Utility Revenue Bond, Series 2021A, in the original principal amount of \$4,325,000, dated July 28, 2021; (collectively the "Outstanding System Bonds"); and

G. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal adviser for the sale of the Bond and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bond have been solicited by Robert W. Baird & Co., Incorporated, as placement agent; and

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

1. Acceptance of Offer. The offer of Truist Bank, a North Carolina banking corporation of Charlotte, North Carolina (the "Purchaser"), to purchase the Bond and to pay therefor the sum of \$7,570,000, all in accordance with the terms and at the rate of interest hereinafter set forth, is hereby accepted.

2. Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Bond, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Bond.

(a) Allocation. The Street Reconstruction Portion of the Bond, being the aggregate principal amount of \$3,535,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Street Reconstruction Project. The Utility Portion of the Bond, being the aggregate principal amount of \$4,035,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Utility Improvements.

<u>Year</u>	<u>Street Reconstruction Portion</u>	<u>Utility Portion</u>	<u>Total Amount</u>
2024	\$ 40,000	\$ 170,000	\$ 210,000
2025	125,000	140,000	265,000
2026	130,000	145,000	275,000
2027	135,000	150,000	285,000
2028	140,000	155,000	295,000
2029	145,000	165,000	310,000
2030	150,000	170,000	320,000
2031	160,000	175,000	335,000
2032	165,000	185,000	350,000
2033	175,000	190,000	365,000
2034	180,000	200,000	380,000
2035	190,000	205,000	395,000
2036	195,000	220,000	415,000
2037	205,000	220,000	425,000
2038	215,000	230,000	445,000
2039	220,000	245,000	465,000
2040	230,000	255,000	596,000
2041	235,000	260,000	495,000
2042	245,000	270,000	515,000
2043	255,000	285,000	540,000

If the Bond is prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bond treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, including the levy of taxes, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is excess net revenues of the System pledged to the Utility Improvements, the prepayment shall be allocated to the Utility Portion of debt service.

3. Purpose. The Street Reconstruction Portion of the Bond shall provide funds to finance the Street Reconstruction Project. The Utility Portion of the Bond shall provide funds to finance the Utility Improvements. The Street Reconstruction Project and the Utility Improvements are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bond. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. The Finance Director of the City of Shorewood, Minnesota, is appointed to act as registrar and transfer agent with respect to the Bond (the "Registrar"), and shall do so unless and until a successor registrar is duly appointed, all pursuant to any contract the City and the successor registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest

on the Bond shall be paid to the registered owner (or record holder) of the Bond in the manner set forth in the form of Bond.

5. Form of Bond. The Bond, together with the Registrar's Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
CITY OF SHOREWOOD

R-1

\$7,570,000

GENERAL OBLIGATION STREET RECONSTRUCTION AND UTILITY REVENUE
BOND, SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
4.31%	February 1, 2043	December 1, 2022

REGISTERED OWNER: TRUIST BANK, CHARLOTTE, NORTH CAROLINA

PRINCIPAL AMOUNT: SEVEN MILLION FIVE HUNDRED SEVENTY THOUSAND
DOLLARS

THE CITY OF SHOREWOOD, HENNEPIN COUNTY, MINNESOTA (the "City" or "Issuer"), acknowledges that it is indebted and, for value received, hereby promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Bond (the "Registered Owner"), unless called for earlier redemption, in the manner hereinafter set forth, the \$7,570,000 principal amount of this Bond shall be subject to mandatory sinking fund principal installments due on February 1 of the years and in the amounts, respectively, as follows with each such principal installment bearing interest until paid at the interest rate of 4.31% per annum:

<u>Principal Installments Due February 1</u>	<u>Principal Amount</u>	<u>Principal Installments Due February 1</u>	<u>Principal Amount</u>
2024	\$210,000	2034	\$380,000
2025	265,000	2035	395,000
2026	275,000	2036	415,000
2027	285,000	2037	425,000
2028	295,000	2038	445,000
2029	310,000	2039	465,000
2030	320,000	2040	485,000
2031	335,000	2041	495,000
2032	350,000	2042	515,000
2033	365,000	2043	540,000

In the event that the City shall fail to observe any covenant, agreement or representation in the Resolution (as hereinafter defined), which failure results in the interest on the Bond determined not to be exempt from Federal income tax, the interest rate shall increase to a rate equal to the current tax-exempt rate of interest set forth in this Bond (4.31%) divided by 67.5%. In addition, the Issuer shall pay an amount equal to the difference between the interest paid at the tax-exempt rate and the interest which would have been paid if the interest rate would have been the taxable rate from the date that this Bond was determined to be taxable, plus any penalties, interest, assessments and additions to tax payable by the owner as a result of the loss of the tax-exempt status of interest on this Bond.

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2023 (each a "Payment Date"), and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Payment. Principal installments and interest shall be paid by ACH debit, wire transfer or other electronic means to the Registered Owner at the address listed on the Certificate of Registration attached to and made a part of this Bond. The payment of all principal and interest on this Bond shall be made by the Finance Director of the City of Shorewood, Minnesota (the "Registrar"). The Registered Owner of the Bond shall not have to present the physical Bond to receive any payment, including any final payment or any mandatory sinking fund redemption.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Bond shall not be a business day of the Issuer or of the Registered Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Redemption. This Bond is subject to redemption and prepayment, in whole, and not in part, at the option of the Issuer, on any Payment Date on or after February 1, 2030, and any Payment Date thereafter, at a redemption price equal to par, plus accrued interest to such date. Mailed notice of redemption shall be given to the Registered Owner at least thirty (30) days prior to prepayment or redemption.

Transfer. This Bond is transferable, as provided in the Resolution, upon the Register kept by the Finance Director upon surrender of this Bond together with a written instrument of transfer duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, and thereupon a new, fully registered Bond in the same principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Bond. The Issuer may treat and consider the person in whose name this Bond is registered as the absolute Registered Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Bond and for all other purposes whatsoever.

Issuance; Purpose; General Obligation. This Bond is issued as a single instrument in the total principal amount of \$7,570,000, pursuant to and in full conformity with the Constitution

and laws of the State of Minnesota and a resolution adopted by the City Council on November 14, 2022 (the "Resolution"), for the purpose of providing money to finance street reconstruction projects and improvements to the water, sanitary sewer and storm sewer systems within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bond.

Registration. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holder of the Bond that it will impose and collect charges for the service, use and availability of its municipal water, storm sewer and sanitary sewer systems (the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Utility Portion of the Bond, as defined in the Resolution, adequate to pay all principal and interest when due on the Utility Portion of the Bond; and that the Issuer will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on Utility Portion of the Bond as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Shorewood, Hennepin County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Interim City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF SHOREWOOD
HENNEPIN COUNTY, MINNESOTA

December 1, 2022

REGISTRABLE BY AND
PAYABLE AT:

/s/ Facsimile
Mayor

OFFICE OF THE FINANCE DIRECTOR
City of Shorewood, Minnesota

/s/ Facsimile
Interim City Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below:

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF REGISTRAR (FINANCE DIRECTOR)
<u>December 1, 2022</u>	<u>Truist Bank 5130 Parkway Plaz Boulevard Charlotte, NC 28217</u>	<u>[do not sign]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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6. Execution. The Bond shall be in typewritten form, shall be executed on behalf of the City by the facsimile signatures of its Mayor and Interim City Administrator the seal having been omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Bond may be signed by the signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Bond when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account for the Water System, the Operation and Maintenance Account for the Sanitary Sewer System and the Operation and Maintenance for the Storm Sewer System (collectively, the "Operation and Maintenance Accounts") heretofore established by the City shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolutions establishing the Operation and Maintenance Accounts shall constitute and are referred to as "net revenues" until the Utility Portion of the Bond has been paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bond. From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction or other contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bond may also be used to the extent necessary to pay interest on the Bond due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained two separate subaccounts in the Debt Service Account to be designated the "Street Reconstruction Project Debt Service Subaccount" and the "Utility Improvements Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

- (i) Street Reconstruction Project Debt Service Subaccount. To the Street Reconstruction Project Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Street Reconstruction Portion of the Bond; (B) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (C) all investment earnings on funds held in the Street Reconstruction Project Debt Service Subaccount; and (D) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Street Reconstruction Project Debt Service Subaccount. The Street Reconstruction Project Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Street Reconstruction Portion of the Bond.
- (ii) Utility Improvements Debt Service Subaccount. To the Utility Improvements Debt Service Subaccount there shall be credited: (A) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the Utility Improvements Debt Service Subaccount, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Utility Portion of the Bond; (B) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Utility Portion of the Bond are insufficient therefore; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Utility Improvements Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Utility Improvements Debt Service Subaccount. The Utility Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Utility Portion of the Bond and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

No portion of the proceeds of the Bond shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bond was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bond or \$100,000. To this effect, any proceeds of the Bond and any sums from time to time held in the Construction Account, Operation and Maintenance Accounts or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal

arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Covenants Relating to the Street Reconstruction Portion of the Bond.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Street Reconstruction Portion of the Bond there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
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See Attached Schedule in Exhibit A

(b) Coverage Test. The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Street Reconstruction Portion of the Bond, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Portion of the Bond. The tax levies shall be irrevocable so long as any of the Street Reconstruction Portion of the Bond is outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

10. Covenants Relating to the Utility Portion of the Bond.

(a) Sufficiency of Net Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient to pay when due the principal of and interest on the Utility Portion of the Bond and the Series 2022B Bonds and the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding System Bonds and shall be applied for that purpose, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Utility Portion of the Bond of the Bond.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Utility Portion of the Bond and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

(c) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holder of the Bond that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Utility Portion of the Bond. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

11. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bond, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Utility Portion of the Bond, together with other funds irrevocably appropriated to the Utility Improvements Project Debt Service Subaccount herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bond and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

12. Defeasance. When the Bond has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered owner of the Bond shall, to the extent permitted by law, cease. The City may also discharge its obligations with respect to principal installments of the Bond which is due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to the Bond, subject to the provisions called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to the Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

13. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the

"reimbursement proceeds" of the Bond, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar preliminary costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bond, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bond.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bond or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bond, and not later than 18 months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bond is issued, shall be treated as made on the day the Bond is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Bond stating in effect that such action will not impair the tax-exempt status of the Bond.

14. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the Director of Property Tax and Public Records of Hennepin County, together with such other information as the Director of Property Tax and Public Records of Hennepin County shall require, and to obtain the Director of Property Tax and Public Records of

Hennepin County's Certificate that the Bond has been entered in the bond register and the tax levies required by law have been made.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bond, certified copies of all proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bond as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bond or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bond to be an "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

17. Tax-Exempt Status of the Bond; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bond, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bond, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month exemption for gross proceeds of the Bond as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor and/or Interim City Administrator and/or Finance Director are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bond as they deem necessary, appropriate or desirable in connection with the Bond, and all such elections shall be, and shall be deemed and treated as, elections of the City.

18. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bond is issued after August 7, 1986;
- (b) the Bond is not a "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2022 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bond does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

19. Financial Statements. As soon as available, but in no event within 270 days of fiscal year end, the City shall provide audited fiscal year-end financial statements to the Purchaser. The City shall also provide relevant financing information as requested by the Purchaser. The City's obligation to provided annual audited financial information to the Purchaser commences with the current fiscal year to end on December 31, 2022.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____;

and the following voted against the same: _____.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF SHOREWOOD

I, the undersigned, being the duly qualified and acting City Clerk of the City of Shorewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$7,570,000 General Obligation Street Reconstruction and Utility Revenue Bond, Series 2022A.

WITNESS my hand on November 14, 2022.

City Clerk

EXHIBIT A
TAX LEVY SCHEDULE

Years of Tax Levy	Years of Tax Collection	Amount
2022	2023	\$ 228,639
2023	2024	289,416
2024	2025	289,009
2025	2026	288,376
2026	2027	287,517
2027	2028	286,431
2028	2029	285,119
2029	2030	288,831
2030	2031	286,840
2031	2032	289,873
2032	2033	287,203
2033	2034	289,557
2034	2035	286,209
2035	2036	287,884
2036	2037	289,107
2037	2038	284,627
2038	2039	285,171
2039	2040	280,012
2040	2041	279,878
2041	2042	279,290
		5,668,991



City of Shorewood Council Meeting Item

Title/Subject: 2022 General Election Update
Meeting Date: Monday, November 14, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Brenda Pricco, Deputy City Clerk

6A1

MEETING TYPE
Regular Meeting

November 8, 2022 General Election Update: The General Election was held on November 8, 2022 at three precincts in the City of Shorewood. The City currently has the following four precincts but one precinct has no residents.

- Precinct 1: Minnewashta Church at 26710 West 62nd Street
- Precinct 2: Shorewood Community and Event Center at 5735 Country Club Road
- Precinct 3: Excelsior Covenant Church at 19955 Excelsior Blvd
- Precinct 4: (Cathcart Park - Carver County)

Voters registered at 7:00 a.m. the day of the General Election were as follows:

Precinct 1: 1938 Registered Voters
Precinct 2: 2743 Registered Voters
Precinct 3: 1284 Registered Voters
Total: 5965 Registered Voters 7:00 a.m. Election Day

Voters Voting on Election Day in Shorewood:

Precinct 1: 1005
Precinct 2: 1451
Precinct 3: 739
Total: 3194 Voters

Voters Voting by Absentee Ballot (Mail-In and In-Person) 1599 Voters

Total Voter Turnout (Absentee In-Person & Mail Out and Election Day) 78%

City Office Results:

City Council (2):	Nat Gorham	1599 Votes	24.85%
	Dustin Maddy	1610 Votes	25.02%
	Guy Sanschagrin	1735 Votes	26.97%
	Sarah St. Louis	1461 Votes	22.71%
	Write-Ins	29 Votes	.45%

Congratulations to Guy Sanschagrin and Dustin Maddy!

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.

Election Judges and Election Staff: We had 51 Election Judges from the community working the General Election and helping at City Hall with Direct Balloting Absentee Voting the seven days before the election. We are so grateful to these great group of residents in the community who stepped up to serve in this year's Elections! The new judges provided excellent support and rounded out some great teams in each of Shorewood's three precincts. A big shout out for their dedication and hard work!

Thank you!! Undertaking elections is no small feat and there are many people working tirelessly behind the scenes and out front to thank as well. Shorewood Election Judges, Shorewood Elections Staff (Amazing!), Public Works employees delivering voting equipment and setting up the day before and picking up the day after. Special Thanks to the following for all of your hard work, positive attitude, and commitment to this year's General Election:

CITY ELECTIONS STAFF	PUBLIC WORKS STAFF
Brenda Pricco	Chris Heitz
Nelia Criswell	Matt VanLith
Miechelle Norman	Todd Roden
	Ryan Brandt
	Tim Kosek
	Rob Hanson
	Bruce Stark
	Luke Weber

ELECTION JUDGES

PRECINCT 1	PRECINCT 2
Jane Stein – Head Judge	Laurie Sacchet – Head Judge
Laura Doten – Head Judge	Anne Straka-Leland – Head Judge
Susan Paulson	Steve Baer – Head Judge
Annie Paul	Carey Meyer
Janice Zumsteg	Ralph Ballard
Diane Klimowicz	Robert Page
Tena Brandhorst	Dave Roy
Joanne Schmid	Marilyn Gagne
Court Queen	Karen Boynton
Jo Berger	Lucy DeHaan
Andrea VencI	Brandi Hoffman
Catherine DeMars	Maureen Sheehan-Fisher
Martha Snyder	Julie Zumsteg
Carol Paulsen	Michael McDonald
Karen Burmeister	Kathleen Ostrom
Michael Kovalsky	Owen Bednar – Student Election Judge
Pamela McDonald	
Dianne Aslesen	
Laura Tholen	

PRECINCT 3 Beth Grover – Head Judge Roxanne Martin – Head Judge Elaine Love Gordon Levack Peter Wattson Anne Rivers-Ditsch Phyllis Skinner Charles Niles Bill Erickson Todd Murtha James Berdahl Nancy Anderson Wayne Paulson Patricia Kovalesky Mark Czerwonka	
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Action Requested: No action – Informational Purposes Only

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