1. Agenda

   Documents:

   03-24-25 CC REG MTG AGENDA.PDF

2. Agenda Packet

   Documents:

   03-24-25 CC REG MTG AGENDA PACKET.PDF

3. PowerPoint Presentation Slides

   Documents:

   03-24-25 CC REGULAR MTG POWERPOINT SLIDES.PDF

CITY OF SHOREWOOD **5755 COUNTRY CLUB ROAD**
CITY COUNCIL REGULAR MEETING **COUNCIL CHAMBERS**
MONDAY, MARCH 24, 2025 **7:00 P.M.**

For those wishing to listen live to the meeting, please go to shorewoodMN.gov/CityCouncil 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___
Maddy___
Sanschagrin___
Gorham___
DiGruttolo___

C. Review and Adopt Agenda

Attachments

2. CONSENT AGENDA The Consent Agenda is a series of actions which are being considered for adoption this evening under a single motion. These items have been reviewed by city council and city staff and there shall be no further discussion by the council tonight on the Consent Agenda items. Any council member or member of city staff may request that an item be removed from the Consent Agenda for separate consideration or discussion. If there are any brief concerns or questions by council, we can answer those now.

Motion to approve items on the Consent Agenda & Adopt Resolutions Therein:

A.	City Council Work Session Minutes of March 10, 2025	Minutes
B.	City Council Regular Meeting Minutes of March 10, 2025	Minutes
C.	Verified Claims List	Claims List
D.	Legal Services Agreement for 24560 Smithtown Rd	City Planner Memo
E.	Planning Commission Workplan	City Planner Memo
F.	Professional Services Agreement Long-Term Financial Plan	Finance Director Memo
G.	Planning Director Appointment	City Clerk/HR Director Memo

H.	Planner Position Recruitment	City Clerk/HR Director Memo
I.	Hennepin County Opportunity Grant Agreement	City Engineer Memo Resolution 25-028
J.	Hennepin County Cost Participation Request	City Engineer Memo Resolution 25-029
K.	Landscape Maintenance Agreement	Public Works Director Memo
L.	Building Permit Escrow Agreement for 25405 Park LN	City Planner Memo
M.	Services Agreement for Christmas Lake AIS Program	City Planner Memo
N.	Development Agreement & Stormwater Management Agreement for Shorewood Meadow	City Planner Memo
O.	Surplus Items	Public Works Director Memo Resolution 25-030
P.	IT Equipment Updates	City Administrator Memo
Q.	RFP Recycling	City Clerk/HR Director Memo
R.	MSA Street Designation	City Engineer Memo Resolution 25-031

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, that is not on tonight's agenda, but related to the governance of the City of Shorewood, to the attention of the City Council. In providing this limited public forum, the City of Shorewood expects respectful participation. We encourage all speakers to be courteous in their language and behavior, and to confine their remarks to those facts that are relevant to the question or matter under discussion. Please remember that this is a public business meeting, available for viewing on television and the internet by members of the public, including children. Consistent with FCC rules, obscenity, and profane or indecent language will not be tolerated by the presiding officer. Anyone wishing to address the Council should raise their hand, or if attending remotely please use the “raise hand” function on your screen and wait to be called on. Please make your comments from the podium and identify yourself by your first and last name and your address for the record. Please limit your comments to three minutes. No discussion or action will be taken by the Council on this matter. If requested by the Council, City staff will prepare a report for the Council regarding the matter and place it on the next agenda.

4. REPORTS AND PRESENTATIONS

5. PARKS

6. PLANNING

A. Report by Commissioner Eggenberger on 3-4-25 Planning Commission Meeting — Minutes

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Turnback of Minnetonka Blvd — City Administrator Memo, Resolution 25-032

B. Resolution Opposing State Preemption — City Administrator Memo, Resolution 25-033

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

B. Mayor and City Council

10. ADJOURN

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COUNCIL CHAMBERS
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A. Staff

B. Mayor and City Council

10. ADJOURN

2A

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, MARCH 10, 2025

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

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

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

A. Roll Call

Present. Mayor Labadie; Councilmembers Sanschagrin, and DiGruttolo; City Administrator Nevinski; Communications and Recycling Coordinator Wilson; Parks and Recreation Manager Czech; Finance Director Schmuck; and City Clerk/HR Director Thone

Absent: Councilmembers Maddy and Gorham

B. Review Agenda

Sanschagrin moved, DiGruttolo seconded, approving the agenda as presented. Motion passed 3/0.

2. RECYCLING RFP

Communications and Recycling Coordinator Wilson explained that the City's current recycling contract will end on December 31, 2025, and would be putting out an RFP for this service. He gave a brief overview of the 3 scenarios they will be looking for including a single-sort recycling collection, which would essentially be a replacement of their current contract; organics material collections; and alternate scenarios from the haulers. He reviewed the proposed timeline and noted that the goal would be to publish the RFP by April and make a selection by mid- to late-summer so it could be included in the 2026 budget process. He noted that they were also planning to have public engagement. He explained that what was before the Council tonight was their first rough draft of the RFP and staff was looking for some feedback with the hope to present a final draft at the next Council meeting. He briefly answered some of the questions that Councilmember Sanschagrin had submitted earlier in the day.

Councilmember Sanschagrin asked how many providers Communications and Recycling Coordinator Wilson expected to respond to the RFP.

Communications and Recycling Coordinator Wilson explained that they would be sending it out to all of the City's existing haulers that were licensed. He noted that he may look at other cities and see who their providers have been, but did not know how many the City would expect to respond to the RFP.

City Administrator Nevinski noted that he had been through this process with another city that was about three times the size of Shorewood and believed that they had four haulers who bid.

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Councilmember DiGruttolo asked if any of the haulers covered trash, recycling, and organics and noted that the idea of potentially bundling the services may make them more interested or if there was a way to suggest that within the RFP.

Mayor Labadie stated that the City had not yet authorized unified garbage hauling, so until there is direction from the Council to do so, she felt it was premature and could set up an expectation within the residents.

Councilmember DiGruttolo asked when the Council may be discussing this idea and if they could do it before the RFP was sent out.

Mayor Labadie stated that she felt that the Council could discuss it, but did not think that it would happen before the RFP was sent out.

City Administrator Nevinski stated that if that is a path that the Council wanted to travel, that would be a longer discussion because it was a very sensitive issue. He stated that should the decision be made to go down that path, there would be a statutory process that the City would have to follow. He noted that another option would be for the City not to do the RFP and just extend the existing contract again, but last year the Council had communicated that they wanted to go out for an RFP for recycling this year. He noted that the City he lives in has curbside organics, recycling, waste collection, and yard waste collection, and they have four haulers for each of them. He gave the example of the City getting some proposals for curbside organics that they like it was likely that it would not be something implemented immediately on January 1, 2026, and would be phased in. He reminded the Council that, at this point, they were just planning to put out an RFP and not enter into contracts.

Mayor Labadie asked when and how the City planned to get public input. She noted that Communications and Recycling Coordinator Wilson had mentioned doing an online survey and stated that the concept of surveys kind of gives her hives. She asked if there would be one e-mail per household or would there be a way where one person could submit thirty responses, and noted that she would like to know if there would be a way for the City to ensure the accuracy of the information being submitted.

Communications and Recycling Coordinator Wilson stated that the City had the ability to implement something like one response per e-mail. He noted that they were already planning to add demographic information in order to understand which part of the City people live in, so it could possibly be attached to that portion.

Mayor Labadie stated that she felt it may be worth looking into a way to attach the survey to an address. She shared some history of the last time the City had considered unified haulers and explained that she wanted this public input to be as fair and representative of the majority of the households as possible, so the voices being heard were not just the loudest.

Councilmember Sanschagrin stated that he felt the proposed RFP had been put together quite well and noted that he appreciated the flexibility that had been included with the different scenarios as well as the questions.

Mayor Labadie reminded the Council that they were not voting on this tonight and the intent was just to give staff feedback. She stated that she would agree with Councilmember Sanschagrin that the questions had been well thought out and felt the proposal timeline was doable.

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Councilmember Sanschagrin suggested that they somehow include some goals and accountability related to customer service because that was the most frequent complaint he had heard about these services.

Communications and Recycling Coordinator Wilson explained that he would make some of the changes suggested by the Council and bring this proposal back to a future meeting.

City Administrator Nevinski noted that if the Council was comfortable with this, instead of bringing it back, they could put it out in order to get things moving, and then plan to bring back survey results as well as responses from the haulers, to the Council.

Mayor Labadie stated that one point brought up by Councilmember DiGruttolo was the possibility down the road that one hauler may want all of the City's business and they have their contract term went all the way to 2030. She asked if the length of a contract term was prudent or typical and expressed concern that it could lock the City into things.

City Administrator Nevinski stated that he felt a contractor who was going to come in would also be looking for some degree of security and what they were proposing right now was a five-year contract which was, most likely, what the haulers would be looking for. He stated that if they decreased the length of the contract, he did not believe the City would receive as many responses.

Councilmember DiGruttolo stated that seemed like it would become a game with the contracts and would almost suggested that it could never actually be changed, so they may all be together.

City Administrator Nevinski explained the options he felt the City had related to managing contracts including the possibility of extending contract terms in order to let the contract dates catch up so, if they ended up moving to unified haulers, they would be able to arrange things to be under one contract.

Councilmember DiGruttolo noted that usually you are able to negotiate a better rate if the City would be giving them more business because it essentially incentivized them to give the City a better deal because they knew they would be getting all of the City's business. She stated that she felt that they should get some idea on what the competitive costs may be and thought the City should also, as they were putting this out, try to find out what the difference may be in a unified scenario. She stated that she also felt the City may not want to sign a five-year contract without knowing if they could get a better rate for residents if they consolidated. She stressed that she was not saying that the City should consolidate because it was clearly a conversation that needed to take place, but just did not want the City to close any doors that may lessen the City's negotiating power.

Councilmember Sanschagrin asked if one option may be to go through this process and consider extending the existing contract for another year.

City Administrator Nevinski agreed that they could extend it for a year or two if the Council decided that they wanted to take more time to look into this.

Mayor Labadie asked how many haulers Communication and Recycling Coordinator Wilson felt did waste, recycling, and organics services, or at least more than one.

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Communications and Recycling Coordinator Wilson explained that he did not know that specific information.

Mayor Labadie noted that it was also possible that a hauler may tell the City that they did not want to handle all three. She stated that when she had originally looked at the proposed RFP she thought it had looked fine, but then with the point raised by Councilmember DiGruttolo, the contract date ending in 2030 sort of jumped out at her.

Communications and Recycling Coordinator Wilson explained that he was also curious about what the landscape of haulers would look like in the near future as well, because with the Waste Management Plan, there are a number of requirements included of things that will be required, but also the Packaging Law that was also passed which require manufacturers to be in charge of certain costs.

Councilmember Sanschagrin asked if the City should incorporate those things into the RFP.

Communications and Recycling Coordinator Wilson noted that they do not know when the organics recycling would come into effect, the Packaging Law was already in effect, but felt the haulers already understood that piece.

Mayor Labadie stated that there were a lot of variables in this situation.

Councilmember DiGruttolo asked if it would be harmful to put out the RFP and see what came back. She stated that she felt that when it came back, the City would have more data and information.

Councilmember Sanschagrin agreed and noted that the City's fallback position could just be to extend the existing contract for a year or two.

Mayor Labadie cautioned that there may not be a guarantee if the City did not like what they saw in the RFPs that Republic would agree to extend the existing contract.

City Administrator Nevinski stated that his guess is that Republic would also submit an RFP and if the City wanted to extend their contract, they would simply submit the RFP and tell the City that was their pricing. He stated that the City would know what their options were pretty quickly, but cautioned that Republic would not default to the prior contract, if the City actually did an RFP.

Communications and Recycling Coordinator Wilson stated that he believed the most recent contract extension included a fifteen percent increase.

There was Consensus of the Council to proceed with their earlier direction to staff.

3. SOUTH SHORE SENIOR PARTNERS AGREEMENT

Parks and Recreation Manager Czech explained that the City had a strong partnership with the South Shore Senior Partners (SSSP), which is a non-profit organization that offered activities that were targeted towards seniors that are fifty-five or older. He noted that the partnership stemmed from when the building was owned and operated by the five member cities in the area, and when Shorewood took over the building, they maintained the partnership with SSSP. He stated that the agreement between Shorewood and the SSSP was from 2009 to 2014 and since that time has

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been operating on a month-to-month basis with kind of a handshake agreement, which continued the terms of the original rental agreement. He explained that staff had put together an updated draft agreement, but when the City Attorney reviewed it, there were some sticking points which need some additional guidance from the Council related to insurance and background checks. He explained that he and City Administrator Nevinski had met with the SSSP Board and presented this draft agreement and gave a brief overview of some of the concerns the SSSP Board had about the draft agreement terms.

Councilmember DiGruttolo stated that she would feel more comfortable having this conversation with the City Attorney actually present in order to discuss indemnity, liability, and if there may be a way to put terms in the contract that if there is an incident where the deductible needed to be paid that the SSSP would pay it, not the City.

Councilmember Sanschagrin asked if Park and Recreation Manager Czech had stated that the City would incur higher liability if the City conducted background checks than if they did not.

Park and Recreation Manager Czech clarified that if the City were to conduct the background checks, the City would incur higher liability, but the City Attorney would need to shed some light on the liability in the current situation, where there were no background checks.

Mayor Labadie agreed that she would also like the City Attorney to weigh in on this issue. She asked if background checks were required on an annual basis and, if so, how much would a background check be for each individual. She stated that she also had a question relating to liability, for example, if there was a claim involving the SSSP, the City would have to pay the deductible, and asked what would constitute a claim and shared varied examples.

Councilmember DiGruttolo stated that it could also be a situation where they were in a building where other children and young people were located and there could be claims or allegations related to that. She stated that she felt that possibility was another reason to conduct background checks and why it would have to be done on an annual basis.

Mayor Labadie noted that they have to have background checks in order to volunteer in the school district, but did not think it was done annually. She suggested that they look into the possibility of mirroring what schools were required to do for background checks. She noted that she had some concerns about the proposed rental agreement and asked if there would be any issues if they held off on this topic for another few weeks.

Park and Recreation Manager Czech reiterated that they had been operating without an agreement since 2014.

Mayor Labadie reiterated that she would like the City Attorney to be here when the Council discusses this issue. She suggested that in order to have more efficient use of the City Attorney's time, that the Council think of potential questions prior to the meeting and submit them to City Administrator Nevinski.

Councilmember Sanschagrin stated that he felt changing the term of the agreement to just two years made sense to him.

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Mayor Labadie noted that she felt that SSSP had provided a valuable service to the community and knew that for some of the volunteers, serving at the South Shore Community and Event Center was the highlight of their day.

City Administrator Nevinski explained that staff would plan to bring this back at a regular City Council meeting and present some options based on the input the Council had given tonight.

4. RATE ANALYSIS

Finance Director Schmuck gave an overview of the proposal from staff to use a financial advisory firm to develop a long-term financial management plan for the City's governmental and enterprise funds, including utility rate studies. She noted that the last utility rate study was conducted in 2013, and before that it was in 2009. She explained that she had reached out to some consultants and found that the City could get a rate study along with a long-term financial management plan for all the City funds at a rate of half of what they had paid for just a utility rate study in 2013. She reminded the Council of some of the conversations that look place during their Council Retreat on this topic and explained that she felt that some of those conversations led to the conclusion that they should consider looking at entering an agreement with an outside consultant for this work so they can use it in the 2026 budget process.

Councilmember Sanschagrin asked what the output would be and asked if it would be something like an Excel model that they would hand over to the City.

Finance Director Schmuck stated that they would do an actual written report analyzing the City's existing structure where the City could give them a few different scenarios. She noted that they would also give the City the actual Excel working documents that they utilized to come up with their report which meant that she would be able to further manipulate the document in future years. She explained that she did not have the time or resources to compile this data and statistical information. She stated that she felt that this would be a very valuable tool for the City to use on an ongoing basis in their budgeting process. She noted that the expense could be spread across all funds because it would entail all funds. She noted that the estimated cost of twelve thousand dollars was not budgeted for 2025 but it could be split up, however, the City would like. She stated that she did not believe any of the funds would end up having a significant impact from this added expense.

Councilmember DiGruttolo stated that she thought this was a great idea, especially since the Council was attempting to make decisions based on as much data as possible.

Finance Director Schmuck stated that she would work with the consultant to get an engagement letter put together in order to bring it back at the next City Council meeting for consideration.

5. ADJOURN

Sanschagrin moved, DiGruttolo seconded, Adjourning the City Council Work Session Meeting of March 10, 2025, at 6:21 P.M. Motion passed 3/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

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2B

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 10, 2025

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. Roll Call

B. Pledge of Allegiance

Present. Mayor Labadie; Councilmembers Maddy, Sanschagrin, and DiGruttolo; City Administrator Nevinski; City Clerk/HR Director Thone; Director of Public Works Morreim; Park and Recreation Manager Czech; Finance Director Schmuck, and, City Engineer Budde

Absent: Councilmembers Gorham

C. Review Agenda

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

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Retreat Meeting Minutes of February 18, 2025

B. City Council Work Session Minutes of February 24, 2025

C. City Council Regular Meeting Minutes of February 24, 2025

D. Approval of the Verified Claims List

E. Service Agreement with Barr Engineering

F. Agenda Management Software

Motion passed.

3. MATTERS FROM THE FLOOR

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4. REPORTS AND PRESENTATIONS

A. Excelsior Lions Club: Josh Radziej

Josh Radziej, Excelsior Lions Club, noted that the club currently had over sixty members and last year were able to raise about sixty thousand dollars through their various events. He explained that the reason he was here tonight was because he would like to grow the Excelsior Lions Club and find ways to continue to help and serve the community. He shared examples of ways that they have assisted in the community and noted that they were actively looking for projects to help with, such as a trail clean-up project or adopting a road. He asked the Council to keep them in mind and let them know if they hear about a project that they felt the Lions may be a good fit for. He noted that they also had some funds available for distribution if it aligned with the Lions Club. He clarified that the Excelsior Lions Club had the eighty-twenty rule, which meant that eighty percent of their funds must be used locally.

Mayor Labadie thanked Mr. Radziej for coming to present to the Council.

Councilmember Sanschagrin asked about the overall focus of the Lions Club.

Mr. Radziej stated that vision is their number one focus and noted that it was different in the United States than it had been in the past and referenced their bifocal efforts and drop-boxes for old eyeglasses. He stated that, in addition to vision, hunger, and childhood cancer, were also some of their pillars, and explained that last year they raised about five thousand dollars to purchase a Lego set for children with cancer because they have to be very careful about playing with other children.

Mayor Labadie asked when and where the Excelsior Lions Club held their meetings.

Mr. Radziej stated that they meet the second Wednesday of the month at 12:00 noon at the Montego Blue restaurant. He encouraged anyone interested to either just show up at a meeting or reach out to him ahead of time at josh@chadbabcock.com.

Councilmember DiGruttolo asked if the Lions service projects needed to be related to vision, cancer or hunger.

Mr. Radziej stated that they did not need to be related to those things, but noted that they were trying to hone in on those areas. He reminded the Council that they would use eighty percent of their funding at the local level.

5. PARKS

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

A. 2025 Mill and Overlay Final Plans and Specifications, City Project 24-10

City Engineer Budde reminded the Council that the City had authorized the Final Plans and Specifications for this project in December of 2024. He explained that the streets included in the 2025 mill and overlay project were generally in the Boulder Bridge neighborhood; portions of Wild

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Rose Lane; Sylvan Lane; Eureka Road; Orchard Circle; the Shorewood Oaks neighborhood; a portion of Yellowstone trail; and a portion of Country Club Road. He gave a brief overview of some of the work that would be incorporated into the project, including relocation of a driveway, addition to curb/pedestrian ramps, and various drainage improvements. He noted that this project was currently projected to come in under budget by about forty thousand dollars. He outlined some of the permits that would be needed in order for the project to move forward and explained that if the Council voted in favor of this tonight, the plan would be to open bids in early April and award the project by the end of April.

Mayor Labadie noted that Councilmember Sanschagrin had submitted some questions earlier today and staff had prepared written answers to those questions.

Councilmember Sanschagrin noted that he had a question regarding the driveway that would be relocated as part of this project. He noted that he can understand how their proposal would improve the safety of this intersection and asked if it made sense to assume that the City would pay for the whole thing or, because this improvement would enhance the value of the property, if the homeowner may be open to sharing some of the costs with the City. He explained that he wanted to make sure that the City was not putting all the liability on the taxpayers if they did not need to.

Councilmember DiGruttolo asked if the homeowner had requested that the driveway be moved.

City Engineer Budde stated that he had brought up the possibility of relocating the driveway with this project after the homeowner had approached the City about curb and gutter. He noted that he had hinted to the homeowner that they would not be financially responsible for any of the project costs and explained that most of the work would take place within the right-of-way, but some would also take place on private property and clarified that the plans would move the driveway to Eureka.

Mayor Labadie asked if the City has had situations like this in the past.

City Engineer Budde stated that in Shorewood they have not had situations like this where a driveway was essentially in the worst possible spot.

Councilmember Sanschagrin stated that he could totally see how relocating the driveway would improve safety in the area, but the question he had was related to how the costs could be split.

City Engineer Budde stated that he would look for guidance from the Council on what they felt a fair cost split may be for the homeowner and noted that the cost estimate for the relocation was around twenty thousand dollars.

City Administrator Nevinski noted that his suspicion is that the majority of the driveway relocation was located within the public right-of-way. He stated that one way of looking at this would be that there will be a real public benefit to improving where that driveway is located, which could offset the benefit to the homeowner that was brought up.

City Engineer Budde noted that most of this would be within the MSA, so he would estimate that at least fifteen thousand of the costs would come from the MSA funds.

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Councilmember Sanschagrin noted that the 2025 mill and overlay project focused on the western portion of the City and asked why they had not focused on the eastern portion of the City as well.

City Engineer Budde stated that with the information from the Pavement Management Plan, most of the worst streets were located on the western side of the City. He explained that they had made the decision to try to keep the projects as clustered together as much as possible and noted that the next planned mill and overlay project had more of a focus on the east side of the City.

Councilmember Maddy stated that he was okay with the driveway relocation, as proposed, because it seemed like there was a public good.

Councilmember DiGruttolo noted that the City's portion of the costs for this work would only be around five thousand dollars, which she felt was reasonable, because the resident had not asked the City to relocate their driveway.

Mayor Labadie stated that she agreed especially because more than half of the driveway was located within the right-of-way.

Councilmember Sanschagrin stated that he appreciated the information about the actual cost of this work and would agree that the five thousand dollars would be reasonable for the City to cover.

Maddy moved, Sanschagrin seconded, Adopting <u>RESOLUTION NO. 25-027</u>, "A Resolution Approving Final Plans and Specifications and Authorizing Bidding for the 2025 Mill and Overlay and Eureka Road Project, City Project 24-10, 23-01."

Motion passed.

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

Park and Recreation Manager Czech stated that Lucky's Pots O' Gold was running right now and encouraged residents to stop in the parks and get a selfie with one of the Pots O' Gold and send the picture to the Parks and Recreation e-mail in order to claim their pot of gold at the Shorewood Community and Event Center. He noted that there was also an RFP out for the Parks Master Plan and noted that the City had held an informational call for firms that were interested, which had about eight firms who had expressed interest.

Public Works Director Morreim stated that since the last Council meeting, they had conducted a fair amount of utility training for staff. He stated that the City had also received the new sweeper, which should start being used, within the next week or two. He stated that they are also starting to get to work on various park activities, such as putting out lacrosse nets.

Finance Director Schmuck stated that the City had been awarded the Certificate of Achievement for Financial Excellence in Reporting. She explained that this was a prestigious, national award and the City had received it for twenty-eight consecutive years.

DRAFT

City Clerk/HR Director Thone stated that the City completed the final interviews for the Planning Director position last week and a recommendation would be on the March 24, 2025 agenda.

City Administrator Nevinski stated that City staff had participated in a discussion with other western suburb communities led by Three Rivers Park District related to e-bikes. He explained that there was a collective effort to understand what is happening with e-bikes and also to share messaging so there can be consistent messaging for the public. He noted that late last week, a number of bills were introduced in the Senate that were essentially reiterations of the 'missing middle' bill from last year, which had many of the same provisions that were included last year. He stated that the League of Minnesota Cities and Metro Cities were carefully watching this situation and also testifying on the bills on behalf of all cities. He stated that City Planner Griffiths had also been paying close attention because much of this would be coming through the planning industry as well and noted that these bills tend to have bi-partisan support.

Councilmember DiGruttolo asked if there was some way the Council could get legislative updates from the City. She stated that she felt it would be helpful if the Council knew what was coming and could factor it into their planning for the future. She noted that if something 'big' was coming through she thought it may also be a good idea to include something about it in the City newsletter in order to let residents know as well.

B. Mayor and City Council

Councilmember Sanschagrin explained that he wanted to suggest some topics for discussion at future meetings such as e-bikes and plans for City-owned properties.

Mayor Labadie noted that if the City puts e-bikes on a future agenda, she requested that they invite Police Chief Tholen to the meeting as well.

Councilmember Maddy stated that, after a mere forty-nine months, the Excelsior Fire District finally received their new fire truck. He noted that it was not yet being utilized but the Department had a push-in ceremony a few weeks ago. He noted that the truck, when they had first ordered it, was a bit over eight-hundred thousand dollars and the exact same truck today would cost one point two million dollars.

Mayor Labadie stated that she had attended the Mayors Forum on February 27, 2025, along with the mayors of Tonka Bay, Greenwood, and Excelsior, and the City Administrator from Deephaven. She stated that within the audience was State Senator Ann Johnson Stewart and House Representatives Andrew Myers and Patty Acomb. She explained that the meeting was recorded if anyone wanted to watch it. She stated that last week, they had the SLMPD Coordinator Committee meeting and explained that Police Chief Tholen had announced that he would be retiring. She stated that the discussion at the meeting was related to the job description for his position, posting it, and getting the timeline going to find his replacement. She stated that earlier today she and Police Chief Tholen had attended the Regional Council of Mayors meeting in Minneapolis where the topic of discussion was related to law enforcement from Federal to local.

10. ADJOURN

Sanschagrin moved, Maddy seconded, Adjourning the City Council Regular Meeting of March 10, 2025, at 7:45 P.M.

DRAFT

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT

City of Shorewood

City Council Meeting Item

Item 2C

Title/Subject: **Verified Claims**
Meeting Date: March 24, 2025
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Jeanne Schmuck, Finance Director
Attachments: **Claims Lists**

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

Claims for Council authorization:

Payroll-03-10-2025-ACH	$57,224.18
Payroll-03-10-2025-AP	$48,952.82
Council-03-24-2025	$856,850.64
Total Claims: Checks & ACH	**$963,027.64**

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

Action Requested
Motion to approve the claims list as presented.

Clearing House

Distribution Report

User: mnguyen
Printed: 03/10/2025 - 2:41PM
Batch: 00010.03.2025

Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	57,224.18	CASH AND INVESTMENTS
700-00-2170-0000	57,224.18	0.00	GROSS PAYROLL CLEARING
	57,224.18	57,224.18	
Report Totals:	57,224.18	57,224.18	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/11/2025 - 2:38PM
Batch: 00002.03.2025 - Payroll-03-10-2025

City of Shorewood

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL			Check Sequence: 1	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Dental-Union Benefit-I	210.00	03/10/2025	700-00-2185-0000	PR Batch 00001.03.2025 Dental-Union Be
	Check Total:	210.00			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-03-10-2025	PR Batch 00001.03.2025 FICA Employee Portio	5,244.07	03/10/2025	700-00-2174-0000	PR Batch 00001.03.2025 FICA Employee
PR-03-10-2025	PR Batch 00001.03.2025 Medicare Employer Po	1,226.44	03/10/2025	700-00-2174-0000	PR Batch 00001.03.2025 Medicare Emplo
PR-03-10-2025	PR Batch 00001.03.2025 Federal Income Tax	9,643.64	03/10/2025	700-00-2172-0000	PR Batch 00001.03.2025 Federal Income T
PR-03-10-2025	PR Batch 00001.03.2025 Medicare Employee Pc	1,226.44	03/10/2025	700-00-2174-0000	PR Batch 00001.03.2025 Medicare Emplo
PR-03-10-2025	PR Batch 00001.03.2025 FICA Employer Portio	5,244.07	03/10/2025	700-00-2174-0000	PR Batch 00001.03.2025 FICA Employer I
	Check Total:	22,584.66			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY			Check Sequence: 3	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Vision-Avesis Benefit-I	265.56	03/10/2025	700-00-2186-0000	PR Batch 00001.03.2025 Vision-Avesis Be
	Check Total:	265.56			
Vendor: 1510	GEN DIGITAL, INC.			Check Sequence: 4	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Protection-NortonLife	115.89	03/10/2025	700-00-2188-0000	PR Batch 00001.03.2025 Protection-Norto
	Check Total:	115.89			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY			Check Sequence: 5	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Short Term Disability I	947.24	03/10/2025	700-00-2181-0000	PR Batch 00001.03.2025 Short Term Disab
March-2025	PR Batch 00001.03.2025 Long Term Disability I	872.09	03/10/2025	700-00-2181-0000	PR Batch 00001.03.2025 Long Term Disab
	Check Total:	1,819.33			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
PR-03-10-2025	PR Batch 00001.03.2025 State Income Tax	4,237.27	03/10/2025	700-00-2173-0000	PR Batch 00001.03.2025 State Income Tax
	Check Total:	4,237.27			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 MN-Life Insurance Be	1,066.78	03/10/2025	700-00-2180-0000	PR Batch 00001.03.2025 MN-Life Insuran
	Check Total:	1,066.78			
Vendor: 2	MISSION SQUARE RETIREMNT-302131-457			Check Sequence: 8	ACH Enabled: True
PR-03-10-2025	PR Batch 00001.03.2025 Deferred-MissionSq-Fl	1,896.20	03/10/2025	700-00-2176-0000	PR Batch 00001.03.2025 Deferred-Missior
	Check Total:	1,896.20			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 9	ACH Enabled: True
PR-03-10-2025	PR Batch 00001.03.2025 Deferred Comp-MSRS	25.00	03/10/2025	700-00-2176-0000	PR Batch 00001.03.2025 Deferred Comp-M
	Check Total:	25.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 10	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 PERA Life Benefit	144.00	03/10/2025	700-00-2180-0000	PR Batch 00001.03.2025 PERA Life Benef
	Check Total:	144.00			
Vendor: 665	OPTUM BANK			Check Sequence: 11	ACH Enabled: True
PR-03-10-2025	PR Batch 00001.03.2025 HSA-Optum Bank-Em	2,779.16	03/10/2025	700-00-2183-0000	PR Batch 00001.03.2025 HSA-Optum Ban
PR-03-10-2025	PR Batch 00001.03.2025 HSA-Optum Bank-Ber	1,178.82	03/10/2025	700-00-2183-0000	PR Batch 00001.03.2025 HSA-Optum Ban
	Check Total:	3,957.98			
Vendor: 9	PERA			Check Sequence: 12	ACH Enabled: True
PR-02-10-2025	PR-02-10-2025-Overpaid- Error-Charlotte Labac	-5.75	03/10/2025	700-00-2175-0000	PR Batch 00001.03.2025 MN-PERA Dedu
PR-03-10-2025	PR Batch 00001.03.2025 MN PERA Benefit Em	6,663.41	03/10/2025	700-00-2175-0000	PR Batch 00001.03.2025 MN PERA Benef
PR-03-10-2025	PR Batch 00001.03.2025 MN-PERA Deduction	5,774.94	03/10/2025	700-00-2175-0000	PR Batch 00001.03.2025 MN-PERA Dedu
	Check Total:	12,432.60			
Vendor: 1512	PRE-PAID LEGAL SERVICES, INC			Check Sequence: 13	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Protection-LegalShield	197.55	03/10/2025	700-00-2187-0000	PR Batch 00001.03.2025 Protection-Legal
	Check Total:	197.55			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	48,952.82			
	Total of Number of Checks:	13			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/19/2025 - 3:48PM
Batch: 00003.03.2025 - Council-003-24-2025

City of Shorewood

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 1	ACH Enabled: True
INV351648	Konica Minolta/C658 Copier-1st Qtr-2025	791.78	03/24/2025	101-19-4221-0000	
INV351648	Konica Minolta/C658 Copier-Monthly Base Rate	47.00	03/24/2025	101-19-4221-0000	
	Check Total:	838.78			
Vendor: 1529	ALL SEASONS SPORTS, LLC			Check Sequence: 2	ACH Enabled: False
POSW342025	Return Fees	30.00	03/24/2025	101-32-4245-0000	
	Check Total:	30.00			
Vendor: 1412	ARVIG			Check Sequence: 3	ACH Enabled: True
February-2025	Act#3101049-Monthly Phones/Internet Services	1,144.47	03/24/2025	101-19-4321-0000	
	Check Total:	1,144.47			
Vendor: 868	BANK OF MONTREAL			Check Sequence: 4	ACH Enabled: True
Feb-2025-AndyE	Propane for Meter	18.99	03/24/2025	601-00-4245-0000	
Feb-2025-AndyE	Used for personal & Reimbursement Back to Cit	24.59	03/24/2025	101-32-4245-0000	
Feb-2025-Brenda	Retreat Food	284.68	03/24/2025	101-13-4245-0000	
Feb-2025-Brenda	Notary Renewal	20.50	03/24/2025	101-13-4433-0000	
Feb-2025-Brenda	Retreat Food	46.94	03/24/2025	101-13-4245-0000	
Feb-2025-Brenda	Sp Dscntrubberstamp-Notary Stamp	29.91	03/24/2025	101-13-4200-0000	
Feb-2025-Brenda	Retreat Food	46.65	03/24/2025	101-13-4245-0000	
Feb-2025-Brenda	LMC-Safety & Loss Control	20.00	03/24/2025	101-13-4331-0000	
Feb-2025-Bruce	Badger Eye Wash Station	25.47	03/24/2025	601-00-4223-0000	
Feb-2025-Bruce	Amesbury Door Main	131.28	03/24/2025	601-00-4223-0000	
Feb-2025-ChrisH	Street Light Bulbs	104.60	03/24/2025	101-32-4245-0000	
Feb-2025-ChrisH	Tires for Mower	140.97	03/24/2025	101-52-4221-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Feb-2025-ChrisH	Torch for Utility Dept	44.99	03/24/2025	601-00-4245-0000	
Feb-2025-ChrisH	Zarnoth Brush-Snow Broom	384.00	03/24/2025	101-33-4245-0000	
Feb-2025-ChrisH	Plow Truck Lights	54.56	03/24/2025	101-33-4245-0000	
Feb-2025-ChrisP	Small Game Licemse	47.00	03/24/2025	101-32-4437-0000	
Feb-2025-ChrisP	Tools	64.95	03/24/2025	101-52-4240-0000	
Feb-2025-ChrisP	Tools	70.39	03/24/2025	101-52-4240-0000	
Feb-2025-ChrisP	Manhole Markers	89.70	03/24/2025	611-00-4245-0000	
Feb-2025-ChrisP	Fuel	71.72	03/24/2025	101-32-4212-0000	
Feb-2025-ChrisP	Tools	-70.39	03/24/2025	101-52-4240-0000	
Feb-2025-CityCard	Curbside Waste-Public Works	454.67	03/24/2025	101-32-4400-0000	
Feb-2025-CityCard	Republic Services-Organic Recycling	301.60	03/24/2025	621-00-4400-0026	
Feb-2025-CityCard	Curbside Waste-SSCC	143.61	03/24/2025	201-00-4400-0000	
Feb-2025-CityCard	Culligan Bottled Water - C.H.	40.00	03/24/2025	101-19-4245-0000	
Feb-2025-CityCard	Chanhassen-18505-000-Water Charge	6.92	03/24/2025	601-00-4263-0000	
Feb-2025-CityCard	AT&T - Wade's Ipad	23.49	03/24/2025	101-24-4321-0000	
Feb-2025-CityCard	Republic Services-Residents Reycling Svcs	15,507.80	03/24/2025	621-00-4400-0000	
Feb-2025-CityCard	Chanhassen-18505-001-Water Charge	579.62	03/24/2025	601-00-4263-0000	
Feb-2025-EricW	Linktree Act Billing	90.00	03/24/2025	101-13-4433-0000	
Feb-2025-EricW	Supplies for Marie's Party	15.79	03/24/2025	101-13-4245-0000	
Feb-2025-EricW	LMC-Safety Loss Contril Workshop Registratior	20.00	03/24/2025	101-13-4331-0000	
Feb-2025-EricW	Name a Snowplow Contest Decals	45.00	03/24/2025	101-33-4245-0000	
Feb-2025-EricW	Canva Acct Billing	312.36	03/24/2025	101-13-4433-0000	
Feb-2025-EricW	Supplies for Marie's Party	2.59	03/24/2025	101-13-4245-0000	
Feb-2025-EricW	Nat's Business Card	30.38	03/24/2025	101-13-4351-0000	
Feb-2025-Jeanne	MNGFOA Membership Dues	70.00	03/24/2025	101-15-4433-0000	
Feb-2025-Jeremy	Fuel	208.87	03/24/2025	101-32-4212-0000	
Feb-2025-Jeremy	Boot Allowance	242.99	03/24/2025	101-32-4245-0000	
Feb-2025-Jeremy	Oil FIler	134.07	03/24/2025	101-32-4212-0000	
Feb-2025-Jeremy	Salter Part	276.07	03/24/2025	101-33-4245-0000	
Feb-2025-Jeremy	Misc Supplies	69.98	03/24/2025	101-32-4245-0000	
Feb-2025-MarcN	LMC-Refund	-300.00	03/24/2025	101-13-4331-0000	
Feb-2025-MarcN	Board Chair Training-Garske & Wenner	114.00	03/24/2025	101-53-4331-0000	
Feb-2025-MattM.	Flight for Snow Conf.	418.97	03/24/2025	101-32-4331-0000	
Feb-2025-MattM.	Dept of Natural-2024 MNDNR Water Permit	2,637.26	03/24/2025	601-00-4437-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Feb-2025-MattM.	Phone Holder	9.94	03/24/2025	101-32-4245-0000	
Feb-2025-MattM.	Cleaning Products	99.94	03/24/2025	101-52-4245-0000	
Feb-2025-MattM.	Rugs for PW	136.86	03/24/2025	101-32-4245-0000	
Feb-2025-MattM.	Computer Cables	17.50	03/24/2025	101-32-4200-0000	
Feb-2025-MattM.	Communication	17.00	03/24/2025	601-00-4321-0000	
Feb-2025-MattM.	Pest Control	90.00	03/24/2025	101-32-4400-0000	
Feb-2025-MattM.	Compute Cables	18.00	03/24/2025	101-32-4200-0000	
Feb-2025-MattM.	Pest Control	90.00	03/24/2025	101-32-4400-0000	
Feb-2025-MattV.	Fuel	104.66	03/24/2025	101-32-4212-0000	
Feb-2025-MattV.	Grant Lorenz Drainage Items	217.97	03/24/2025	631-00-4245-0000	
Feb-2025-MattV.	Fuel	52.30	03/24/2025	101-32-4212-0000	
Feb-2025-MattV.	Grant Lorenz Drainage Items	182.00	03/24/2025	631-00-4245-0000	
Feb-2025-Meliss	Staff Meeting-Pizza	66.00	03/24/2025	101-13-4245-0000	
Feb-2025-Mitch	Staff Scheduling	30.00	03/24/2025	101-53-4245-0000	
Feb-2025-Mitch	Tablecloth Cleaning	207.49	03/24/2025	201-00-4400-0000	
Feb-2025-Mitch	Pest Control	180.00	03/24/2025	201-00-4400-0000	
Feb-2025-Mitch	General Supplies	177.91	03/24/2025	201-00-4245-0000	
Feb-2025-Mitch	Office Supplies	18.88	03/24/2025	201-00-4200-0000	
Feb-2025-Mitch	Pot O Gold Bucket	15.00	03/24/2025	101-53-4246-0000	
Feb-2025-Nelia	Office Supplies	340.03	03/24/2025	101-13-4200-0000	
Feb-2025-Nelia	Bulletin Board	3.90	03/24/2025	101-13-4245-0000	
Feb-2025-Nelia	Marie's Party	26.96	03/24/2025	101-13-4245-0000	
Feb-2025-Nelia	Sam's-General Supplies	29.96	03/24/2025	201-00-4245-0000	
Feb-2025-Nelia	Staff Meetings Foods	77.59	03/24/2025	101-13-4245-0000	
Feb-2025-Nelia	Coffee Grinder	29.99	03/24/2025	101-19-4245-0000	
Feb-2025-Robert	Fuel	35.00	03/24/2025	101-32-4212-0000	
Feb-2025-RyanB	Bottled Water	39.92	03/24/2025	101-32-4245-0000	
Feb-2025-Sandie	Office Supplies	256.90	03/24/2025	101-13-4200-0000	
Feb-2025-Sandie	City Hall-Building Maint.	4,002.00	03/24/2025	101-19-4223-0000	
Feb-2025-ToddR	Fuel	143.84	03/24/2025	101-32-4212-0000	
Feb-2025-ToddR	Broom	14.99	03/24/2025	101-32-4245-0000	
Feb-2025-Wade	U of Mn Contlearning	140.00	03/24/2025	101-24-4331-0000	
Feb-2025-Wade	Intl Code Concil	170.00	03/24/2025	101-24-4331-0000	
Feb-2025-Wade	Wade's Fuel	45.00	03/24/2025	101-24-4212-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	30,185.07			
Vendor: 1509	BLUE NET INC			Check Sequence: 5	ACH Enabled: True
61885	Monthly Network Service	3,629.58	03/24/2025	101-19-4321-0000	
	Check Total:	3,629.58			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 6	ACH Enabled: True
357126	Pond Maintanance	231.00	03/10/2025	631-00-4303-0000	
357127	2024 Mill & Overlay/Smithtown	422.50	03/10/2025	419-00-4303-0000	
357128	Sanitary Cleaning & Televising	922.50	03/10/2025	611-00-4303-0000	
357131	General Engineering	7,733.50	03/10/2025	101-31-4303-0000	
357135	2025 Mill & Overlay	59,720.50	03/10/2025	420-00-4303-0000	
357136	26275 Smithtown Road-Denman	102.50	03/10/2025	101-00-3414-0000	
357137	5580 Shorewood Lane	199.70	03/10/2025	101-00-3414-0000	
357137	5580 Shorewood Lane	415.30	03/10/2025	880-00-2200-0000	
357138	6180 Cardinal Drive-Asakenas Addition	307.50	03/10/2025	101-00-3414-0000	
357145	GIS-Utilities-Sewer	1,495.00	03/10/2025	611-00-4303-0000	
357145	GIS-Utilities-Stormwater	1,500.50	03/10/2025	631-00-4303-0000	
357145	GIS-Utilities-Water	1,501.50	03/10/2025	601-00-4303-0000	
357145	GIS-Utilities-Street	1,495.50	03/10/2025	101-19-4303-0000	
357145-	GIS-Utilities - Streets	1,495.50	03/24/2025	101-31-4303-0000	
357145-adj	GIS-Utilities - Streets	-1,495.50	03/24/2025	101-19-4303-0000	
357146	Mill Street Trail	938.50	03/10/2025	417-00-4303-0000	
357147	MS4 Administration	285.00	03/10/2025	631-00-4302-0009	
357148	Pavement Management Plan	77.00	03/10/2025	404-00-4620-0007	
357149	SE Area Water Improvemenmt	14,380.00	03/10/2025	601-00-4303-0000	
357150	SE Well Pump Rebuild	7,121.00	03/10/2025	611-00-4303-0000	
357151	Shorewood Ln Ravine Restore	665.00	03/10/2025	631-00-4303-0000	
357152	Shorewood Meadow - McDonald Construction P	820.00	03/10/2025	880-00-2200-0000	
357153	TH 7 Corridor Study	922.50	03/10/2025	101-19-4303-0000	
357153-	TH 7 Corridor Study	922.50	03/24/2025	101-31-4303-0000	
357153-Adj	TH 7 Corridor Study	-922.50	03/24/2025	101-19-4303-0000	
	Check Total:	101,256.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 7	ACH Enabled: True
098P19718	Hose For Equipment	79.49	03/24/2025	101-32-4221-0000	
	Check Total:	79.49			
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 8	ACH Enabled: True
3526-0000G-38	General Matters/Administration	1,343.03	03/24/2025	101-16-4304-0000	
3526-0001-38	Planning & Zoning Services	499.70	03/24/2025	101-16-4304-0000	
3526-0009G-26	Code Enforcement-5815 Club Lane	1,114.50	03/24/2025	101-16-4304-0000	
3526-0999G-41	Prosecution	2,661.27	03/24/2025	101-16-4304-0000	
	Check Total:	5,618.50			
Vendor: 147	CITY OF MOUND			Check Sequence: 9	ACH Enabled: True
2595	Quarterly-Fire Svc & Protection Dues	7,454.25	03/24/2025	101-22-4400-0000	Quarterly
	Check Total:	7,454.25			
Vendor: 698	CIVIC PLUS LLC			Check Sequence: 10	ACH Enabled: True
329933	Annual Fee - Meeting Agenda Software	7,875.00	03/24/2025	101-13-4400-0000	
	Check Total:	7,875.00			
Vendor: 1531	CONCRETE CUTTING AND CORING			Check Sequence: 11	ACH Enabled: False
20000	Plate Compactor	1,900.00	03/24/2025	101-32-4240-0000	
	Check Total:	1,900.00			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 12	ACH Enabled: False
W536847	Hydrant Flag Markers	530.60	03/24/2025	601-00-4245-0000	
W540606	Hydrant Oil	153.02	03/24/2025	601-00-4245-0000	
	Check Total:	683.62			
Vendor: 1361	COSTCO-CITI CARDS			Check Sequence: 13	ACH Enabled: True
02-17-2025-Brenda	Council Retreat Supplies	79.47	03/24/2025	101-11-4245-0000	
	Check Total:	79.47			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 14	ACH Enabled: True
1038988	Ord. No. 616	60.20	03/24/2025	101-13-4351-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	60.20			
Vendor: 179	EXCELSIOR FIRE DISTRICT			Check Sequence: 15	ACH Enabled: True
I-405	Operations & Safety Svcs	187,560.77	03/24/2025	101-22-4400-0000	
I-405	Buildings & Safety Svcs	23,333.77	03/24/2025	101-22-4620-0000	
	Check Total:	210,894.54			
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 16	ACH Enabled: False
1000238418	REC0001086-View Recorded Documents	2.50	03/24/2025	101-18-4400-0000	
1000242826	800 Mhz Radio Fee	233.04	03/24/2025	101-32-4321-0000	
1000243025	REC0001086-View Recorded Documents	35.00	03/24/2025	101-18-4400-0000	
116041(1000239430)	24200 Smithtown Rd-Hazardous Waste License	287.00	03/24/2025	101-32-4437-0000	
	Check Total:	557.54			
Vendor: 1456	HKGi			Check Sequence: 17	ACH Enabled: True
024-035-4	Subdivision Ordinance Amendments	3,791.60	03/24/2025	101-18-4400-0000	
024-035-6	Subdivision Ordinance Amendments	2,286.25	03/24/2025	101-18-4400-0000	
	Check Total:	6,077.85			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 18	ACH Enabled: True
20392346	SCEC - Mats	70.67	03/24/2025	201-00-4223-0000	
20392359	City Hall - Mats	194.00	03/24/2025	101-19-4223-0000	
	Check Total:	264.67			
Vendor: 226	INTEGRATED FIRE & SECURITY, INC.			Check Sequence: 19	ACH Enabled: True
99460	Fire Alarm System	2,170.00	03/24/2025	201-00-4400-0000	
99493	Fire Alarm Inspection	570.00	03/24/2025	101-19-4223-0000	
99494	Fire Alarm Inspection	700.70	03/24/2025	201-00-4400-0000	
99534	Fire Alarm System	1,568.72	03/24/2025	201-00-4400-0000	
	Check Total:	5,009.42			
Vendor: 1515	KATH FUEL OIL SERVICE CO.			Check Sequence: 20	ACH Enabled: True
821202	Fuel for Trailer	1,466.99	03/24/2025	101-32-4212-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,466.99			
Vendor: 243	KLM ENGINEERING, INC.			Check Sequence: 21	ACH Enabled: False
10700	Antenna-Elevated Single Pedestal-Old Market R	1,500.00	03/24/2025	880-00-2200-0000	
	Check Total:	1,500.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 22	ACH Enabled: False
112606-Feb-2025	SCEC Event Setup/Teardown	700.00	03/24/2025	201-00-4248-0000	
	Check Total:	700.00			
Vendor: 1139	KURITA-TONKA WATER AT KURITA AMERICA, INC.			Check Sequence: 23	ACH Enabled: True
INV879761	PV#1 -Water Treatment Facility Improvements-2	29,000.00	03/24/2025	211-00-4400-0000	
	Check Total:	29,000.00			
Vendor: 707	LAKE MINNETONKA COMMUNICATION COMMISSION			Check Sequence: 24	ACH Enabled: False
1643	Install New CPU for Recording Council Chambe	195.34	03/24/2025	101-11-4400-0000	
	Check Total:	195.34			
Vendor: 531	LEAGUE OF MINNESOTA CITIES			Check Sequence: 25	ACH Enabled: False
425572	PSHRA Annual Conf Fee	100.00	03/24/2025	101-13-4331-0000	
	Check Total:	100.00			
Vendor: 132	MANGO ENTERTAINMENT, LLC			Check Sequence: 26	ACH Enabled: False
1278	Movie in the Park Event- 08/22/2025	1,150.00	03/24/2025	101-53-4444-0000	
	Check Total:	1,150.00			
Vendor: 436	MARK HODGES MEDIA PRODUCTIONS			Check Sequence: 27	ACH Enabled: True
2025-003	Work Session - Council Recording	75.00	03/24/2025	101-11-4400-0000	
	Check Total:	75.00			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 28	ACH Enabled: True
1401	Janitorial Services-SCEC	460.00	03/24/2025	201-00-4400-0000	
1401	Janitorial Services-SCEC-Event Setup/Teardown	87.50	03/24/2025	201-00-4248-0000	
1412	Janitorial Services-PWs Facility	520.00	03/24/2025	101-32-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,067.50			
Vendor: 792	METROPOLITAN AREA MANAGEMENT ASSOCIATION (MAMA)			Check Sequence: 29	ACH Enabled: False
2227	MAMA Member Meeting	35.00	03/24/2025	101-13-4331-0000	
	Check Total:	35.00			
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 30	ACH Enabled: True
80945	Newsletter Postages	681.27	03/24/2025	101-13-4208-0000	
80945	Newsletter Svc	504.04	03/24/2025	101-13-4400-0000	
	Check Total:	1,185.31			
Vendor: 311	NATIONAL RECREATION & PARK ASSOCIATION			Check Sequence: 31	ACH Enabled: False
ID305218-2025	Membership Renewal-Mitchell Czech	180.00	03/24/2025	101-53-4433-0000	
	Check Total:	180.00			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 32	ACH Enabled: True
1862149	South Shore-5355 St Albans Bay	83.48	03/24/2025	101-52-4400-0000	
1862150	Freeman Park-6000 Eureka Rd	83.48	03/24/2025	101-52-4400-0000	
1862151	Christmas Lk Rd-5625 Merry Ln	187.22	03/24/2025	101-52-4400-0000	
1862152	Cathcart Park-26655 W- 62nd St	83.48	03/24/2025	101-52-4400-0000	
1862153	Silverwood Pk-5755 Covington R	83.48	03/24/2025	101-52-4400-0000	
	Check Total:	521.14			
Vendor: 332	PETTY CASH			Check Sequence: 33	ACH Enabled: False
BCA-01-08-2025	Paid for BCA Background-01/08/2025	32.00	03/24/2025	101-13-4400-0000	
	Check Total:	32.00			
Vendor: 305	SAFEBUILT LLC-LOCKBOX #88135			Check Sequence: 34	ACH Enabled: False
1415633	Inspection Services	775.17	03/24/2025	101-24-4400-0000	
	Check Total:	775.17			
Vendor: 1324	SAFE-FAST INC.			Check Sequence: 35	ACH Enabled: True
INV305086	Marking Paint & Gloves	126.00	03/24/2025	611-00-4245-0000	
INV305086	Marking Paint & Gloves	88.32	03/24/2025	101-32-4245-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV305086	Marking Paint & Gloves	126.00	03/24/2025	601-00-4245-0000	
	Check Total:	340.32			
Vendor: 1363	SKYLINE SALT SOLUTIONS			Check Sequence: 36	ACH Enabled: True
106019	Road Salt	5,091.02	03/24/2025	101-33-4245-0000	
106070	Road Salt	2,932.18	03/24/2025	101-33-4245-0000	
	Check Total:	8,023.20			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 37	ACH Enabled: True
2nd Qtr-2025-OB	Quarterly-Operating Budget -Police Services	420,119.52	03/24/2025	101-21-4400-0000	
	Check Total:	420,119.52			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 38	ACH Enabled: True
INV-019979	Springbrook-CivicPay Fees	20.00	03/10/2025	611-00-4450-0000	
INV-019979	Springbrook-CivicPay Fees	20.00	03/10/2025	631-00-4450-0000	
INV-019979	Springbrook-CivicPay Fees	20.00	03/10/2025	601-00-4450-0000	
INV-019979	Springbrook-CivicPay Fees	20.00	03/10/2025	621-00-4450-0000	
	Check Total:	80.00			
Vendor: 657	SUMMIT FIRE PROTECTION			Check Sequence: 39	ACH Enabled: True
3101511	SCEC-Fire Sprinkler Inspection	824.00	03/24/2025	201-00-4400-0000	
	Check Total:	824.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 40	ACH Enabled: True
30097	Council Meeting	277.01	03/24/2025	101-13-4400-0000	
30105	Council Meeting	467.75	03/24/2025	101-13-4400-0000	
30106	Planning Meeting	172.00	03/24/2025	101-18-4400-0000	
	Check Total:	916.76			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 41	ACH Enabled: True
5033538371	SCEC - Printer Lease-Acct#450-0107118-000	130.07	03/24/2025	201-00-4400-0000	
5033625202	PWs - Printer Lease-Acct#450-0104647-000	145.87	03/24/2025	101-32-4400-0000	
	Check Total:	275.94			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1370	TOSHIBA AMERICA BUSINESS SOLUTIONS			Check Sequence: 42	ACH Enabled: False
6503763	US0168238MA-Monthly Service Fee	12.27	03/24/2025	201-00-4400-0000	
	Check Total:	12.27			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 43	ACH Enabled: False
14121	Newsletters - March & April -2025	1,730.00	03/24/2025	101-13-4351-0000	
	Check Total:	1,730.00			
Vendor: 612	TWIN CITY GARAGE DOOR COMPANY			Check Sequence: 44	ACH Enabled: True
415086114	Repair North Garage Door	2,062.00	03/24/2025	101-32-4223-0000	
	Check Total:	2,062.00			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 45	ACH Enabled: False
6107453841	612-581-5835-Mitchell Czech	41.39	03/24/2025	201-00-4321-0000	Acct #842017386-00001
6107453841	612-581-2856-Eric Wilson	41.39	03/24/2025	101-13-4321-0000	Acct #842017386-00001
6107453841	612-581-3931-Marc Nevinski	46.39	03/24/2025	101-13-4321-0000	Acct #842017386-00001
6107453841	612-581-4949-Sandie Thone	41.39	03/24/2025	101-13-4321-0000	Acct #842017386-00001
6107453841	763-204-5849-Jake Griffiths	41.39	03/24/2025	101-18-4321-0000	Acct #842017386-00001
6107453841	612-297-1196/638-0176 & 952-292-2968/7023	164.18	03/24/2025	101-32-4321-0000	Acct #842017386-00001
6107453841	612-581-4018-Jeanne Schmuck	46.39	03/24/2025	101-15-4321-0000	Acct #842017386-00001
6107453841	612-581-6609-WadeWoodward	41.39	03/24/2025	101-24-4321-0000	Acct #842017386-00001
6107453841	612-581-3780-Planning Dept	41.39	03/24/2025	101-18-4321-0000	Acct #842017386-00001
	Check Total:	505.30			
Vendor: 327	WINDSTREAM			Check Sequence: 46	ACH Enabled: True
76901578	City of Shwd-West Tower	119.87	03/24/2025	601-00-4321-0000	630600242008
76901578	City of Shwd- Badger Well	65.93	03/24/2025	601-00-4395-0000	630600242006
	Check Total:	185.80			
Vendor: 875	WS & D PERMIT SERVICE, INC.			Check Sequence: 47	ACH Enabled: False
Permit#5463	Bldg Permit#5463 Cancelled-6105 Rampart Cou	68.00	03/24/2025	101-24-3221-0000	
	Check Total:	68.00			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 48	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
918712956	5500 Old Market Rd	55.73	03/24/2025	601-00-4398-0000	5500 Old Market Rd
918809789	5655 Merry Lane	29.40	03/24/2025	101-52-4380-0000	5655 Merry Lane
	Check Total:	85.13			
	Total for Check Run:	856,850.64			
	Total of Number of Checks:	48			

City of Shorewood

City Council Meeting Item

Item 2D

Title/Subject:	**Legal Services Agreement**
Meeting Date:	March 24, 2025
Prepared by:	Jake Griffiths, City Planner
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	Service Agreement

Background

The City has received an application for preliminary plat and development phase planned unit development (PUD) review for the property at 24560 Smithtown Rd. This site has concept plan approval for a detached townhouse development.

The City Attorney has a conflict of interest reviewing any submittal from this applicant. In response, City staff proposes to authorize the attached service agreement with Scott Baumgartner, Partner with Berglund, Baumgartner & Glaser, LLC to provide legal services to the City for this application. Mr. Baumgartner currently serves as the City Attorney for the cities of Anoka and Andover and his firm represents a number of other cities in the region. The attached estimate to provide these services avoids any conflict of interest during the development review process.

Financial Considerations

The proposal includes hourly rates for the consulting professionals plus costs for additional reimbursable expenses. With the type of applications being submitted, the developer bears the responsibility to pay the cost of engineering and legal services.

Action Requested

The City Council is requested to approve the attached service agreement with Berglund, Baumgartner & Glaser, LLC.

Action requires a simple majority vote.

BERGLUND, BAUMGARTNER & GLASER, LLC

March 6, 2025

Jake Griffiths
City Planner
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Dear Mr. Griffiths:

Thank you for contacting us relative to providing municipal legal services to the City of Shorewood relative to a specific city development application known as Shorewood Carriage Homes. Based on our conversation, it is my understanding that you seek assistance with the development review process, including preliminary and final plat review, planned unit development review, plan reviews and reviews of the associated Development Agreement. Additionally, we would be available to attend associated meetings upon request.

Please accept this letter as our formal engagement for providing these services at a rate of $300.00 per hour. In addition, we would ask to be compensated for any out-of-pocket costs we may incur associated with our providing these services and mileage reimbursement at the current standard IRS mileage rates for any meetings we are requested to attend.

If the terms of this engagement are agreeable, please sign below to confirm acceptance. We look forward to serving the City and assisting with its legal needs.

Sincerely,

Scott C. Baumgartner
Partner

Accepted and Agreed:

City of Shoreview

By: _____
[City Representative Name]
Title: _____
Date: _____

City of Shorewood

City Council Meeting Item

Item
2E

Title/Subject: **Planning Commission Workplan**
Meeting Date: March 24, 2025
Prepared by: Jake Griffiths, City Planner
Reviewed by: Marc Nevinski, City Administrator
Attachments: March 4, 2025 Planning Commission Memo

Background
At the start of each year, the Planning Commission creates a tentative workplan so that the Commission has a general idea of what topics may be discussed throughout the upcoming year. The Planning Commission discussed its workplan at their March 4, 2025 meeting and was supportive of the plan identified in the attached memo. Please note that this plan is subject to change depending on a number of outside factors such as staffing availability, new state or federal legislation, applications, etc.

Financial Considerations
None.

Action Requested
The City Council is requested to acknowledge the Planning Commission workplan for 2025-2026. A simple majority vote is required.

City of Shorewood

Planning Commission Meeting Item

Item 5C

Title/Subject: **2025 Work Program and Schedule of Meetings**
Meeting Date: March 4, 2025
Prepared by: Jake Griffiths, City Planner

Background
At the start of each year, the Planning Commission receives a tentative meeting schedule and workplan for reference so that Commissioners have a general idea of what topics may be discussed throughout the upcoming year. It should be noted that currently the Planning & Protective Inspections Department has a vacant position, so the work program for the upcoming year will largely be dependent on the availability of City staff.

The City Council has again prioritized needed City Code amendments, many of which will be under review of the Planning Commission. Much of the current City Code was last updated in the 1980's and is due for a comprehensive review. A thorough review process could take multiple years to complete and will require dedicated time and resources from city staff, the City Attorney, and consultants. Some of the amendments needed are minor changes and others would be structural changes to the City Code.

Complicating the timeline for these amendments, is the likelihood that the State of Minnesota though new legislation may pre-empt the ability of cities in the Twin Cities Metropolitan Area to make decisions for themselves regarding housing density, minimum lot sizes, and the types of housing permitted in each zoning district. City staff will keep the Commission appraised of any new laws passed by the State of Minnesota this legislative session which will conclude in late May. City staff are also expecting the 2050 Comprehensive Plan update to kick off at the end of 2025 when the Metropolitan Council releases system statements.

Tentative 2025 Work Program

<u>2nd Quarter 2025 (April - June)</u>

- Development Applications.
- Implementation of Comprehensive Plan – Medium Density zoning districts and rezonings.
- Subdivision regulations overhaul.

<u>3rd Quarter 2025 (July - September)</u>

- Development Applications
- Implementation of Comprehensive Plan – Low to Medium Density zoning districts (also rezonings).
- Implementation of Comprehensive Plan – Low Density zoning districts (also rezonings).
- Building and/or Grading Chapter amendments (Some of these amendments will not be reviewed by the Planning Commission).

4th Quarter 2025 / 1st Quarter 2026 (October - March)

- Development Applications
- Steep slope regulations.
- Nonconforming Uses, Structures and Lots (update and clarify language) .
- Review potential amendments to tree preservation ordinance and policy to reflect current staff practices and changes based on EAB.
- Portico flexibility amendments and update definition.
- Begin 2050 Comprehensive Update.

List of Other Identified Code Amendments (Excluding those listed above)

- Amend enforcement and appeals sections throughout City Code.
- Stormwater management regulations/potentially revised impervious surface coverage regulations (some with building code section amendments above)
- PUD Amendment Process, add means to amend the ordinance, single lot follow variance procedures instead of text amendment procedures?
- Escrow Agreements for exterior improvements for Language should match practice.
- Telecom Regulations in zoning and public rights-of-way regulations (rooftop mounts, small cell in right-of-way, policies). Add a policy for right-of-way installations?
- Nuisance code updates for diseased tree regulations.
- Fencing, (Is there support the ability to apply for varying designs or styles by conditional use permit?)
- Exterior Storage, outdoor storage is overly generous as long as there's a fence around it.
- Food trucks (zoning ordinance)
- Wetland Regulations, should City be enforcing wetland rules or should this be watershed enforcing WCA rules? Also, clarification on structures and improvements permitted in buffer setbacks.
- Shoreland regulations: Time to revisit boathouse prohibitions, patios near the shore? Need to clarify language titled development regulations and nonconformities, reduce duplication with other sections, lot area minimums, etc.
- Small housekeeping edits (as they accumulate).
- Update Chapter 105 to include correct statutory and other references and reflect current background check practices.
- Updates to code regarding utilities and trees.
- Update to park dedication requirements.

City of Shorewood

City Council Meeting Item

Item
2F

Title/Subject:	**Professional Services Agreement-Long-Term Financial Plan**
Meeting Date:	March 24, 2025
Prepared by:	Jeanne Schmuck, Finance Director
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Professional Services Agreement**
	Proposed Schedule

Background
At the March 10th City Council Work Session, financial planning services was discussed for the development of a long-term financial plan for the City's governmental and enterprise funds, including utility rate studies.

The Plan will contain proposed strategies and identification of key factors and objectives to monitor with respect to the financial performance of the City's Governmental Funds and Enterprise Funds. It will determine the tax levy and utility rate structure and fee schedule for the next decade to provide revenue sufficiency as well as evaluation of the sufficiency of revenues to meet current and projected financial requirements for all City Funds.

It will also provide information on projected property tax levy and fees and charges needed to fund planned city services, capital improvements, and debt service would be included. Best practices and a comparison section will be included as well.

Financial Considerations
The agreement contains a not to exceed amount of $11,484. The appropriation will be distributed across funds relational to the activity within the Plan.

Action Requested
Approval of the Professional Services Agreement with Northland Securities, Inc.

A simple majority vote by the Council is required.

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN
CITY OF SHOREWOOD, MINNESOTA
AND
NORTHLAND SECURITIES, INC.

FINANCIAL PLANNING SERVICES

This Agreement is made and entered into by and between the City of Shorewood, Minnesota (hereinafter, "the City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to use the consulting services of NSI (the "Services") for development of a financial planning model for a Long-Term Financial Plan for the City (hereinafter "the Project").

WHEREAS, the Services are intended solely for professional consulting purposes and NSI is not providing advice on the timing, terms, structure or similar matters related to a specific bond issue or public security.

WHEREAS, NSI desires to furnish the Services to the City as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SCOPE OF SERVICES TO BE PROVIDED BY NSI

NSI shall perform the Services based on the following guidance from the City:

1. Development of the financial planning spreadsheets (together, the "Model") shall be prepared by NSI in a manner that will allow the City to continue to make future changes and updates to the Model for its on-going financial planning efforts. The Model will include the following three workbooks: 1) Governmental Funds and Capital Improvement Plan; 2) Debt Planning Model; and 3) Enterprise Fund Model.
2. NSI shall confirm with the City, before commencement of Project, the key assumptions for the Project, including specific objectives or targets for annual tax levy and fees and charges for utility services of the City, ending fund balance and net position targets, among other key assumptions for the Project.

NSI will undertake the following tasks in providing the Services:

1. <u>Project Management Team (the "PMT") Kick-Off Meeting</u>. This meeting will lay the foundation for the rest of the process. NSI will use this meeting to:
    a. The City will identify members of the PMT.
    b. Review and confirm the Scope of Work to meet the City's needs and to confirm NSI understanding of the information, outcomes and deliverables sought by the City.

c. Identify and discuss data needed for the Project and responsibilities for collecting this data.
d. Review desired contents of the written Financial Management Plan ("FMP").
e. Establish framework for project communications.
f. Confirm calendar for PMT meetings and the City Council meeting for a presentation of the FMP (the "Presentation").

2. Data Collection. NSI will work with the City to assemble the data needed to complete the Project. NSI will provide the City with list of documents and information needed from the City. City shall be responsible for providing data to NSI.

3. Model preparation and update. NSI will prepare the Model based on the framework as identified and agreed to at the Kick-Off Meeting.

4. Data Input and Assumption Development of Scenarios. NSI will complete data and assumption development of planning scenarios. As needed, City may be asked to assist NSI with data input. This task involves the analysis and input of data and assumptions for projecting future revenue and expenses, and assets and liabilities. NSI will prepare the initial scenarios for later presentation to the PMT for review and modification as needed.

5. Test Assumptions and Finalize Model and Scenarios. NSI will evaluate the assumptions and finalize Model versions for the planning scenarios identified by the City. This task focuses on ensuring the model is functioning properly and the results are accurate and reflect the City's objectives. The evaluation will consider not only the effect of assumptions on fund balance and net position, but also cash balance and on the cost to taxpayers and customers of the City's utility enterprises. Taxpayer and customer impacts will be included in the model.

6. PMT Check-In-Meeting to Discuss Assumptions and Finalize a Scenario for the Report. NSI will meet with the PMT to review work to date, including review of the planning scenarios, with a focus on the tax rate impact and utility rate evaluation. Guidance from the PMT will shape revised analysis and assumptions in the model and for development of the FMP. The City will identify the planning scenario to use for development of the FMP for presentation to the City Council.

7. Draft FMP and Presentation Development. NSI will draft the FMP and draft the Presentation that will summarize the FMP for the City Council.

8. Meet with PMT to Review Draft Report and Presentation. NSI will meet with the PMT to review the draft FMP and Presentation.

9. Finalize Draft Report and Presentation and Submit to PMT. NSI will finalize the FMP and Presentation based on input and feedback of the PMT.

10. Prepare for and Present Report at City Council Meeting. NSI will prepare a presentation to summarize the FMP and present the presentation to the City Council of the City.

11. Deliverables to PMT. Deliverables to the PMT shall include the FMP, Presentation, and the Model.

The scope of services includes four meetings with the City, including three PMT meetings and one City Council meeting. The PMT meetings may be virtual or in-person at request of the City, and the City Council meeting shall be in person.

COMPENSATION

The budget for undertaking the tasks in this agreement is an amount not to exceed $11,484. The amount is based on the estimated number of hours required to complete these tasks at an hourly billing rate of $319 per hour plus reimbursable expenses for travel, printing, and mailing. NSI will bill the City monthly for actual services performed and reimbursable expenses.

The City may at its discretion authorize NSI to undertake additional tasks, including meeting attendance, beyond the tasks listed above. Additional planning services will be billed monthly at a rate of $319 per hour.

Invoices will detail the work performed, requested compensation for the period and show amounts previously billed.

ASSIGNED NORTHLAND EMPLOYEE

The NSI employee responsible for providing the Services pursuant to this agreement and for the services performed is Tammy Omdal, Managing Director.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

DISCLAIMER

In performing service under this agreement, NSI is relying on the accuracy of information provided by the City. The Services provided by NSI shall be based on current state law that governs the City's levying of taxes and collection of fees and charges. The parties agree that the Minnesota property tax system and other laws may change and may affect the accuracy and validity of the Services provided by NSI. NSI will perform its work using the best available information.

TERM OF THIS AGREEMENT

The City or NSI may terminate this Agreement by thirty (30) days written notice. In the event of early termination by the City, NSI shall provide the City with an itemized hourly statement of services already provided. NSI will bill the City for services at the stated hourly rates should early termination occur.

Dated this __ day of _____, 2025.

Northland Securities, Inc.

By: _____

Tammy Omdal
Managing Director

City of Shorewood, MN

By: _____

Name _____

Title _____

City of Shorewood, MN
Proposed Schedule for Long-term Finance Plan Development

Task Name	Start Date	End Date	Responsible Party	Estimated Number of Days
Meet with Project Management Team (PMT) for Project Kick-off	3/14/2025	3/14/2025	NSI and City	1
Collect and Review Data from PMT	3/17/2025	3/21/2025	NSI	4
Prepare Model	3/24/2025	4/11/2025	NSI	18
Input Data and Assumption Development for Model	4/14/2025	4/25/2025	NSI	11
Test Assumptions and Finalize Model	4/28/2025	5/6/2025	NSI	8
Meet with PMT to Review and Discuss Assumptions	5/7/2025	5/7/2025	NSI and City	1
Draft Report and Presentation Development	5/8/2025	6/3/2025	NSI	26
Meet with PMT to Review Draft Report and Presentation	6/4/2025	6/4/2025	NSI and City	1
Update Model as Needed based on PMT feedback	6/5/2025	6/10/2025	NSI	5
Finalize Draft Report and Presentation and Submit to PMT	6/11/2025	6/25/2025	NSI	14
Prepare for and Present Report at City Council Meeting	7/28/2025	7/28/2025	NSI and City	1
Deliver Product to PMT	8/4/2025	8/4/2025	NSI	1

Comments:
City council meets second and fourth Monday of each month at 7:00 p.m.
Proposed city council meeting date of July 28, 2025 above is based on city council meeting schedule and Northland availability.
Northland will strive to have a preliminary draft report available for the May 7, 2025 PMT meeting.

northland
Public Finance

Item
2G

City Council Meeting Item

Title/Subject: **Planning Director Appointment: Jake Griffiths**
Meeting Date: March 24, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: **None**

Background
The city most recently recruited qualified candidates for the Planning Director position after the retirement of Marie Darling. The city received five well-qualified applicants for the position, which closed on February 17, 2025. Staff interviewed five candidates for first-round interviews on February 27th. The staff interview panel included City Administrator Marc Nevinski and City Clerk/HR Director Sandie Thone. Staff brought back three finalists for second-round interviews on March 6th. The council/staff interview panel included Councilmember Nat Gorham, City Administrator Marc Nevinski, and City Clerk/HR Director Sandie Thone.

A conditional offer was presented to and accepted by Jake Griffiths upon the approval by the city council. In addition to his five years of experience as the Associate Planner for the City of Andover, his internship at the City of Duluth in Planning and Development, and as a seasonal code enforcement officer for the City of Big Lake, Jake has performed at the highest level and done an impressive job since taking the Planner position with the City of Shorewood. His knowledge, professionalism, and demeanor are an excellent fit for the city and the position. In addition, Jake has a master's degree in public administration from Hamline University, has a Graduate Certificate in Economic Development from Hamline, has a B.A. in Political Science and a B.A. in Urban and Regional Studies with an emphasis in Planning, Sustainability, and Public Policy from the University of Minnesota, Duluth. If approved, Jake's first day as Planning Director will be March 25, 2025.

Financial Considerations
Staff is recommending Jake's compensation rate be set at Grade 16, Step C of Shorewood's Compensation Plan of $121,534.40/annually. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment and eligible for a step increase at his one-year anniversary. The position is exempt, PERA eligible, and receives full benefits.

Action Requested
Motion to approve the hire of Jake Griffiths as a probationary employee in the capacity of Planning Director for the City of Shorewood.

A simple majority vote by the Council is required.

City of Shorewood

City Council Meeting Item

Item
2H

Title/Subject:	**Planner Position Recruitment**
Meeting Date:	March 24, 2025
Prepared by:	Sandie Thone, City Clerk/Human Resources Director
Reviewed by:	Marc Nevinski, City Administrator
Attachment:	**None**

Background

The City Council approved the hire of Jake Griffiths as its new Planner on September 9, 2024. On February 6, 2025, the current Planning Director Marie Darling retired, which began the recruitment process for the Planning Director position. After a successful recruitment process, the position was offered and accepted by Jake Griffiths, the current City Planner. This leaves a vacancy for the Planner position.

Financial Considerations

The Planner position compensation is budgeted and falls into Grade 12 of the city's compensation plan with an annual salary range of $84,170 to $105,012.

Action Requested

Motion to approve the recruitment for the Planner position.

Motion, second and simple majority vote required.

City of Shorewood

City Council Meeting Item

Item
2I

Title/Subject:	**Hennepin County Opportunity Grant** **Shorewood Lane Ravine, City Project 17-15**
Meeting Date:	Monday March 24, 2025
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director Public Works
Attachments:	**Draft Agreement, Resolution, Overview Maps**

Background

The City of Shorewood has been planning to improve the severely eroded ravine that extends from Shorewood Lane to the wetland towards Timber Lane. The city was selected to receive the Hennepin County Opportunity Grant in the amount of $50,000. That grant is intended for larger projects to help fill the gaps in available funding. The city is required to accept the grant and enter into an agreement with Hennepin County.

Staff will continue to evaluate and pursue additional outside funding sources as they come available, such as the Hennepin County Cost Share request included in the next agenda item.

Staff have had further discussions with the permitting agencies to better understand their requirements. The Army Corps of Engineers has determined that they do not have jurisdiction of this stream channel. This clarification eliminates them as a permitting agency and will help streamline the permitting process. The Minnehaha Creek Watershed District has provided feedback that a channel stabilization that utilizes soft armoring as much as possible vs hard armoring would be preferred and easier to permit. The proposed gabion rock walls and riprap is considered hard armoring. Soft armoring would consist of anchoring logs at the bottom of the channel and adding reinforced soil lifts with vegetation above them. Staff plans to adjust the design to incorporate soft armoring where possible and submit the plan for permits. Once feedback is received from the MCWD the plans will be presented to the council for approval and bidding. Construction could occur in fall/winter 2025 but will likely be pushed to fall/winter 2026 due to other potential of securing additional outside funding sources.

Financial Considerations

The total project cost is estimated to be $500k-$800k and varies depending on the amount of hard armor vs soft armor that is utilized. Staff have reached out to the MnDOT State Aid office, and they have confirmed that 55% of the project is eligible for State Aid Funds due to the amount of contributing watershed from the CSAH 19 right of way. This equates to $275k-$440k based on current estimates and is adequate to fund the remaining gap. Staff plans to add this funding source in future CIP's.

The city has budgeted the following in the Capital Improvement Plan for 2025:

404 Street Reconstruction Fund:	ST-23-06	$315,00

Future funding sources to add to the CIP in 2026:

405 - MSA Construction:	$275,000 - $440,000
Hennepin County Opportunity Grant:	$50,000
Total Funding:	$640,000 - $805,000

Action Requested

Motion to accept the $50,000 Hennepin County Opportunity Grant and to authorize staff to execute the final agreement.

GRANT AGREEMENT

This Grant Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Environment & Energy, 300 South Sixth Street, MC 679, Minneapolis, MN 55487 ("COUNTY"), and City of Shorewood, a political subdivision of the state of Minnesota, 5755 Country Club Road, Shorewood, MN 55331 ("GRANTEE").

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

This Agreement shall commence following execution by all parties. GRANTEE shall complete all Grant Requirements, as defined below, and submit all required documentation on or before December 31, 2027, unless this Agreement is terminated earlier in accordance with the provisions herein.

In accordance with the provisions herein, COUNTY's total payments to GRANTEE under this Agreement shall not exceed **FIFTY THOUSAND DOLLARS and no/100 ($50,000.00)** ("Grant Funds").

2. GRANT REQUIREMENTS

GRANTEE shall complete the project design, specifications, and installation costs associated with restoration of an eroding channel from Shorewood Lane to a downstream wetland, as more fully described in the Hennepin County Natural Resources Opportunity Grant Application submitted by GRANTEE and attached as Attachment A, or as otherwise approved by COUNTY in writing ("Grant Requirements").

In addition to any other reporting requirements contained in this Agreement, including in any attachments, within thirty (30) days after COUNTY's request, GRANTEE shall submit grant progress reports to the COUNTY in the manner directed by COUNTY and which may include summarizing activities and outcomes for the given period, goals, objectives, activities, outcomes, challenges, lessons learned, financial information, and/or administrative/programmatic monitoring descriptions.

If the source or partial source of funds under this Agreement is from federal or state monies or from a federal, state or other grant source, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable documentation, and any other COUNTY directives relating to the source and utilization of such funds.

3. GRANT FUNDS DISBURSEMENT

Upon completion of the Grant Requirements, GRANTEE shall invoice COUNTY for allowable costs and payments actually incurred by GRANTEE in performance of the Grant Requirements using the Cost-Share Voucher & Practice Certification Form, Attachment B to this Agreement. GRANTEE shall also submit receipts and other supporting documentation related to the Grant Requirements.

The final invoice and all supporting documentation shall be submitted no later than thirty (30) days after the expiration of this Agreement.

Unless the parties otherwise agree, COUNTY shall have no obligation to reimburse or pay GRANTEE any amount: (i) for any expenditures, costs, or expenses incurred prior to the commencement date stated in Section 1 of this Agreement; or (ii) for any expenditures, costs, or expenses that the COUNTY determines are not directly related to the Grant Requirements, including any administrative costs.

The following reporting items are required during or following completion of the Grant Requirements:

- All invoices for completed consultant and/or contractor work;
- Approval of in-kind contributions prior to work;
- COUNTY certification that the project was completed according to the approved specifications following work.
- Final Project Report (COUNTY will provide a template upon request).

Upon COUNTY's validation of an invoice and any supporting documentation or certifications, COUNTY shall pay invoiced and validated Grant Funds directly to GRANTEE within thirty-five (35) days.

If GRANTEE's expenditures, costs, and expenses associated with its project and/or the Grant Requirements exceed the Grant Funds, GRANTEE shall be solely responsible for payment of those amounts without reimbursement by COUNTY.

COUNTY may withhold from any payment due to GRANTEE any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

4. PARTY RELATIONSHIP

A. GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing any relationship, besides that of grantor and grantee, between the parties. GRANTEE is not COUNTY's vendor, contractor, agent, representative, or employee for any purpose. GRANTEE shall secure at its own expense all personnel and resources required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any activities under this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY.

B. If GRANTEE enters into any agreement with any entity to provide goods or services related to GRANTEE's performance of the Grant Requirements, GRANTEE shall memorialize that relationship with a written and duly executed agreement with said entity. That agreement will include, at minimum, the following provisions:

(i) Neither GRANTEE nor the engaged entity is acting as agent(s) for the County of Hennepin, State of Minnesota;
(ii) The parties expressly agree that the County of Hennepin, State of Minnesota, is not a party to their agreement; and
(iii) The County of Hennepin, State of Minnesota is not responsible or liable for any duty or obligation under their agreement, including but not limited to paying any amount whatsoever under the agreement.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person nor prohibit their participation in or the benefits of any program, service or activity related to this Agreement on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. AFFIRMATIVE ACTION

Intentionally Omitted.

7. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Grant Requirements in this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

8. INSURANCE

Intentionally Omitted.

9. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

10. DATA, SYSTEMS, AND INTELLECUTAL PROPERTY

A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by GRANTEE does not necessarily make the data protected as such under any applicable law.

B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between

accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE's indemnification obligations herein.

C. Intentionally omitted.

D. Upon expiration or termination of this Agreement:

(1) At the discretion of COUNTY and as specified in writing by the Grant Manager, GRANTEE shall deliver to the Grant Manager all County Data so specified by COUNTY.

(2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 6.551, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination, or Minnesota Law Governs may not be altered, varied, modified or waived by any change in project scope, specifications, or other document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND TERMINATION

A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds

until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.

B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.

C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.

D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any Grant Funds except for reimbursements duly invoiced for completed Grant Requirements pursuant to this Agreement.

G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any Grant Funds already invoiced by GRANTEE prior to the notice of suspension or termination, if those costs and supporting documentation are validated by COUNTY, except that COUNTY shall not be obligated to pay any Grant Funds as or for penalties, early termination fees, charges, time and materials for Grant Requirements not already invoiced.

H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: PARTY RELATIONSHIP; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. GRANT MANAGER

Ellen Sones (ellen.sones@hennepin.us; 612-596-1173), or successor, ("Grant Manager"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Andrew Budde (cityengineer@shorewood.ci.mn.us; 952-960-7900) shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. GRANTEE shall comply with all applicable law, funding sources, regulations, rules and ordinances currently in force or later enacted.

B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the addresses given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should

any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

21. MEDIA OUTREACH

The parties shall cooperatively and collaboratively develop any grant-related marketing which may include but is not limited to: permanent or temporary plaques or signs, news releases, public announcements, social media posts, video, civic opportunities, logos and community events. GRANTEE shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

GRANTEE shall provide advance copy of the any independently developed messaging and marketing materials regarding the Grant Requirements or overall project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of this Agreement or is otherwise contrary to COUNTY's best interests.

For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, GRANTEE: (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof in relation to this Grant Agreement or the Grant Requirements performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

23. PERSONAL PROPERTY TAX, PROPERTY TAX, AND INCOME TAX

A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for

taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.

B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

{{Sig_es_:signer3:signature}}

{{userstamp3_es_:signer3:stamp}}

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

{{Sig_es_:signer5:signature}}

{{userstamp5_es_:signer5:stamp}}

Reviewed for COUNTY by:

{{Sig_es_:signer4:signature}}

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Document Assembled by:

{{Sig_es_:signer1:signature}}

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{{Exh_es_:signer1:attachment:label("Attachments")}}

GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{{Sig_es_:signer2:signature}}

{{userstamp2_es_:signer2:stamp}}

{{ ttl_es_:signer2:title}}

*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Part 1
Natural Resources Opportunity Grant Application

Application No. _____

Place the cursor in the gray box at question 1, fill in the answer, and then use the F11 function key to navigate through the remaining questions in the application.

1. PROJECT TITLE:
Shorewood Lane Ravine Restoration

2. APPLICANT NAME:
City of Shorewood

3. APPLICANT SIGNATORY: *(The person whose name is listed here must sign Part 1 -Box 7 of this application)*		
Name: Andrew Budde		
Title: City Engineer	Telephone Number: 952-960-7900	E-Mail Address: cityengineer@shorewood.ci.mn.us
Mailing Address Organization (if any): City of Shorewood Address: 5755 Country Club Road City: Shorewood State: MN Zip Code: 55331		

4. PROJECT DURATION:
Estimated Start Date: Fall 2024 Estimated Completion Date: Summer 2026 Anticipated PROJECT Length: 24 months

Part 1
Natural Resources Opportunity Grant Application

5. PROJECT TYPE:
☒ 1. Water Quality Project ☐ 2. Wetland Restoration ☒ 3. Habitat Restoration/Protection ☐ 4. Assessment Identifying Future Projects ☒ 5. Other: Erosion Repair/Stabilization

6. FUNDING REQUEST: (*Provide the amount of funding requested to complete your project.*)	
Check for consistency with costs provided in Part 2, Question 2.	**Project Amount:**
Total PROJECT Cost This amount represents the full cost of the PROJECT.	$865,795
Natural Resources Opportunity Grant Request	$50,000
Other Match Funds in PROJECT Identify secured source(s) of funds: Funding Source MPCA Implementation Grant for Stormwater Resilience Funding Source City of Shorewood Capital Improvement Plan Funding Source _____ Funding Source _____ Describe the status of the matching funds: Application was submitted by the due date of 4/11/24. MPCA should notify award winners ~July 2024. The city has allocated some funds to this project in their 2024 capital improvement plan.	$564,189 $251,606 $_____ $_____

7. APPLICATION CERTIFICATION:	
I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM THE **LEGALLY AUTHORIZED SIGNATORY** OR DESIGNEE FOR THE SUBMITTAL OF THIS INFORMATION ON BEHALF OF THE APPLICANT.	
Andrew Budde	And Bud
Printed Name	Signature
City Engineer	05/29/2024
Title	Date

Part 1
Natural Resources Opportunity Grant Application

THIS CONCLUDES PART 1

Part 2
Natural Resources Opportunity Grant Program

This is the portion of the grant application the evaluation panel will use to provide an adjectival rating for the application. Each question identifies criteria the panel will use to evaluate the application. Criteria are provided in no particular order.

EXECUTIVE SUMMARY

Summarize the overall project, the associated water quality problem, and how the project will address or solve the problem. (Limit your answer to 250 words or less).

The Shorewood Lane Ravine Restoration project will restore safe conditions to an eroding channel from Shorewood Lane to a downstream wetland while enhancing water quality in the wetland and Lake Minnetonka. The site has been of concern to the City since 2014 due to degradation of downstream wetland and damage to adjacent properties.

The channel averages over 3% slope, with stretches greater than 5% and steep side slopes. Soils are highly erodible, causing degradation of the channel and transport of excessive sediment to wetlands and Lake Minnetonka. Erosion has the potential to imperil adjacent properties and structures. In 2018, the bank sluffed at 4 residences at Shorewood Lane and Smithtown Drive. Historical aerial imagery shows growth of a sediment delta in the downstream wetland which has grown noticeably since 2006. Ravine stabilization is necessary to minimize erosion and transport of sediment downstream and allow for future drainage improvements while protecting property and infrastructure.

Flooding issues were identified in the upstream watershed based on flood screening tools and recurring City Hall basement flooding. Future efforts to reduce flooding upstream by increasing flow through the ravine coupled with increasing precipitation suggest even more degradation to natural resources if the ravine is not stabilized. Restoration of the channel is proposed from the storm sewer outfall to the downstream wetland. Restoration includes storm sewer extension, regrading the channel, installing gabion walls, riprap grade control and downstream plunge pools, debris removal, and turf reinforcement mat. This should effectively arrest ongoing erosion and water quality issues.

1. SCOPE OF WORK

Evaluation Criteria
Project description is clear and concise, scope is feasible
Project tasks, and level of effort to complete them, are clearly described
Deliverables and timeline are clearly defined. Timeline within 3-year grant period.
Project is feasible as proposed with resources (people, money, etc.) outlined in the scope of work
The purpose meets defined shared goals of county and project partners

Reviewers provide favorable ratings for scopes of work that thoroughly meet the evaluation criteria and that directly address one or more natural resource management problems/needs. The scope must demonstrate an understanding of the work required to fully implement and complete the project.

Using the area below, please provide:

- A detailed scope of work for the project that includes clearly defined tasks, deliverables, timelines, and purpose.

Part 2
Natural Resources Opportunity Grant Program

- Describe the intended results (what is the benefit?).
  - Be specific, clear, and concise.
- Describe the project area and provide supporting map(s) and relevant diagrams and/or pictures.

Project Area

The existing 37.6-acre watershed is highly urbanized, with commercial and residential storm sewer combining just upstream of the existing ravine and discharging at the top of the eroding ravine. This includes roadway drainage from County Road 19 (Smithtown Rd) and Shorewood Lane as well as commercial parking lots. A 30" pipe discharges to the eroding ravine. The ravine crosses through 4 properties along the project extents: 5625 & 5575 Shorewood Lane and 24050 & 24010 Smithtown Drive. The ravine is forested with mature tree species and limited to no underbrush. The existing channel bottom averages over 3% slope, with stretches greater than 5% and side slopes steeper than 1:1 in several locations. The soils in this area are highly erodible which has resulted in severe degradation of the channel and transport of excessive sediment and eroded debris. The ravine discharges to a jurisdictional wetland (MCWD ID: D-117-23-34-032) and then Lake Minnetonka just south of Timber Lane. See the attachments for an overview of watershed area, project area, and ongoing erosion and sedimentation issues. Most of the channel will be constructed in the existing 20-foot-wide drainage & utility easement that was dedicated with the Shorewood Terrace plat in 1963.

Scope of Work – Context and Remaining Efforts

The city has been working for a solution to this ravine erosion for ten years and has evaluated various options that either proved to be not resilient enough for the site characteristic (completed design in 2017 and further erosion of the channel in 2018 prior to implementation) or not permittable by the watersheds (piped options). Available funding has limited the city's opportunity to construct potential solutions. The city is proposing the use of gabion rock walls and riprap drops to be a balance of maintaining a more natural characteristic of the channel while also providing a long-term resilient solution. The city has met several times with the watershed on the proposed gabion rock basked wall design and both agencies believe that this is a permittable project. The plans included in this submittal have been completed to 60% and provide several "redlines" to attempt to provide more context to the design variables under consideration.

Task / Deliverable 1: Final Plans, Specifications, Permits and Easements

- Final, 100% plans and specifications are anticipated to be completed in the winter of 2024/25 after all resolving all comments with MCWD and the USACE.
  - 100% design plans are being actively worked on (Spring / Summer of 2024).
- Permits will be granted by the MCWD and USACE at the completion of final plans in the fall of 2024.
- Temporary construction easements or right of entries will be obtained in the fall of 2024.

Task / Deliverable 2: Bidding and Contractor Selection

- Bidding and construction will occur over the fall/winter of 2024/2025 (contingent on permit approval in Task 1).
- If permitting is extended into the winter/spring of 2025 the project would be bid in the summer of 2025 with construction occurring in fall/winter of 2025-2026.

Task / Deliverable 3: Construction and Substantial Completion

- Construction of the gabion rock walls and associated improvements are only expected to take one to two months and would occur in the dry and/or frozen season of fall and winter to decrease the risk of flowing water through the channel.
- Restoration would be dormant seeded and if needed, touched up in the spring/early summer to ensure the turf is adequately stabilized during the viable growing season.
- Substantial completion is anticipated in summer of 2026.

The plans and schedule above also meet the implementation timeline requirements for construction outlined in the anticipated MPCA Implementation Grant for Stormwater Resiliency funds.

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Natural Resources Opportunity Grant Program

Results of the Project

Stabilization of the ravine is necessary to minimize the erosion and transport of sediment downstream into wetlands and Lake Minnetonka.

Stabilization will:

- Allow for future drainage improvements between the wetland and the lake,
- Reduce sediment and phosphorus loads to downstream waters,
- Increase ravine pool density to promote infiltration and water treatment,
- Increase site stability for vegetation (understory) establishment, improving stability and nutrient processing processes,
- Improve habitat capacity in the currently eroding system and downstream waters
- Protect 4 adjacent properties from erosion and channel incision,
- Protect existing electrical poles placed on the steep ravine slopes, and
- Protect residential structure foundations and stability.

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2. PROPOSED BUDGET

Evaluation Criteria
Complete project budget is consistent with the scope of work and estimates are clear and reasonable.
Project attempts to leverage other, and preferably several, local, state, or federal resources.
The project budget represents a good value for the work and natural resource benefit achieved.

Reviewers provide favorable ratings for cost-effective projects, with accurate cost estimates, which can equitably leverage multiple funding sources. The application should have a complete, reasonable budget that is consistent with the tasks described in the scope of work.

Using the areas below, please provide:

- A budget for the project including total cost for the project broken down into tasks.
    - i. Additional lines may be added to the Proposed Project Budget table if necessary.
    - ii. Applicants may instead provide a separate budget if a more detailed one is available.
- Identify the match sources and their status.

See the attached cost estimate for a detailed breakdown of project construction costs.

In addition to the proposed budget above, please provide the following information:

Total Project Cost $ 865,795
Natural Resources Opportunity Grant request $ 50,000

Match sources:
List other funding sources and amounts, including local cash matching funds
Funding Source: MPCA Implementation Grant for Stormwater Resilience $ 564,189
Funding Source: City of Shorewood Capital Improvement Plan $ 251,606
Funding Source: _____ $ _____

Describe the status (secured or unsecured) of matching funds: Application was submitted by the due date of 4/11/24. MPCA should notify award winners ~May/June 2024. The city has allocated some funds to this project in their 2024 capital improvement plan.

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3. PROJECT NEED AND BENEFIT

Evaluation Criteria
Severity of the problem/need is well documented.
Project will achieve substantial natural resources benefits, including (but not limited to) erosion prevention, pollutant (e.g. sediment, phosphorus) runoff reduction, wildlife habitat protected or restored, or climate impacts mitigated for.
Project success has been measured, and proposed methods to measure success are reasonable.
The Project provides long-term sustainability of natural resource benefits (e.g. operation and maintenance, long-term follow-up, natural resources management), and/or identifies additional projects to address specific problems area(s).
Project provides significant community benefit, such as creating a community amenity, addressing socioeconomic or racial disparities, or addressing inequities and environmental justice needs.

Reviewers provide favorable ratings for projects that address one or more documented severe natural resource problems and/or needs over the project lifetime. Projects with measurable improvements receive more favorable ratings than those with unclear or vague benefits. Reviewers will consider the actual benefit, the level of implementation, and the severity of the problem. Reviewers will consider only changes that can be achieved by the proposed scope of work within available budget.

Using the area below, please provide:

- A detailed description of the severity of the problem or need to be addressed by the project.
    - Include how the problem has been documented in a plan or assessment (e.g., Total Maximum Daily Load (TMDL) study, watershed organization or city plan, or presence on Minnesota's 303(d) impairment list).
    - Describe how the problem will be addressed by the project and how success will be measured.
    - Describe any anticipated community benefits.

Problem Identification

The site has been of concern to the City of Shorewood since 2014 due to degradation of downstream wetland and potential damage to adjacent properties and structures. Review of potential solutions was initiated by the City in 2017, and conditions at that time suggested minimal restoration was needed. However, side slopes along the ravine experienced excessive sluffing in the spring of 2018 after heavy rainfall, requiring more substantial restoration methods than originally planned. Historical aerial imagery shows growth of a sediment delta in the downstream wetland which has grown noticeably since 2006. Additional sediment buildup is noticeable in aerial imagery within the adjacent bay of Lake Minnetonka. Most of Lake Minnetonka is listed as impaired due to high nutrient loading (MPCA, 2024). See images of the eroding ravine in the attached documents.

Additional historic research revealed that the 2004 reconstruction and widening project of County Road 19 (Smithtown Road) did not provide rate control and treatment, which met design standards at the time, but currently allows for untreated water to reach the ravine and downstream waters. The pipe discharging to the ravine was upsized from a 24" to 30" diameter and was installed 5 ft lower than originally placed in 1966, likely contributing to higher erosive flows and channel incision.

The City of Shorewood has programed funds in their 2024 Capital Improvement Plan with the goal of securing an additional grant funding from multiple sources to fund the remaining gap.

Addressing the Concerns and Defining Success

Stabilization of the ravine will minimize the erosion and transport of sediment downstream into wetlands and Lake Minnetonka. Total channel capacity is increased and designed for the future 100-year storm to provide adequate freeboard and flood protection for adjacent structures. Channel shear stress is reduced by an average of 64% for existing climate conditions. Velocities in the steepest part of the ravine are reduced by over 40%. Estimated annual long term soil loss from the ravine is currently ~ 150 CY/yr which is delivered directly to Lake Minnetonka. This annual soil loss will be reduced to a negligible volume due to this project, directly benefiting downstream water quality. Frequency of power outages, reports from property owners, vegetation establishment, sediment delta change, and channel incision will be monitored to assess project effectiveness. The erosion protection and habitat establishment benefits of the project will be achieved immediately following substantial completion of the construction. The project design is shown to decrease erosive forces in a range of storm events from daily rainfalls up to a 100-year storm event. The City has an active general permit with the Minnehaha Creek Watershed District (MWCD) that covers O&M on major restoration projects. Through final permitting with MCWD on this project, additional O&M agreements will be executed to ensure success through the project's useful life.

Co-Benefits of the Project

a. storage and reuse/drought protection: Sediment erosion from the ravine into the downstream wetland will be diminished and therefore will not further reduce the existing downstream storage available in the wetland. Improvements to the drainage channel from the downstream wetland to Lake Minnetonka are being evaluated in the city Capital Improvements Plan process put are not fully scoped.
b. infiltration: The proposed rip rap drops will create small pools along the stream channel that will allow for infiltration in these areas and at times of low flows.
c. new community amenity: Shorewood is evaluating options for adding water treatment to the largest supply well in the city and to accommodate this will likely require an expansion of the existing well building in the adjacent parking lot to the west. This would be critical infrastructure for the city.
d. pollutant treatment: Existing erosion rates cause significant sediment and phosphorus loading to downstream waters including Lake Minnetonka. The proposed project will reduce sediment (TSS) and Phosphorous (PP/TP) loading to the downstream wetland by stabilizing native soils and reducing ongoing erosion.
e. increased tree canopy: The existing ravine and surrounding area has a fully mature tree canopy mostly of ash and hard maple and has not allowed for understory vegetation to establish on the forest floor. The lack of understory vegetation is a significant factor in the amount of erosion that has occurred in this area. The project will remove some specifically selected mature trees, focusing on ash tree removal, that are immediately adjacent to the ravine and open the area to limited sun exposure and promote vegetation establishment. However, the project has been designed to not rely on this vegetation undergrowth for the long-term stability of the channel due to the potential for future volunteer trees establishing and shading the area over its 50-year useful life. Additional trees may be planted by city staff and volunteers after understory vegetation has been established to the extent possible.
f. upstream flood reduction: stabilizing the channel will enable additional flood reduction actions upstream without increasing degradation and erosion within the ravine, preserving downstream waters while increasing flood resilience.

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4. PROJECT TEAM

Evaluation Criteria
Team members are all listed, with roles and responsibilities that are well defined and expected contributions to the project are adequate for the scope of work.
Team members' qualifications and past experiences are relevant.

Reviewers provide ratings based on skills, qualifications, and experience of the project team members.

Using the area below, please provide:

- List contact information for the partners, staff, and volunteers who will implement the project as outlined in the scope of work.
- Briefly describe their relevant skills, qualifications, past experiences, and expected contributions for this project (*do NOT submit resumes*).

Engineering and Construction Management support will be provided by Bolton & Menk. Bolton & Menk has extensive civil, municipal, and water resources experience in Minnesota and the surrounding region working with cities to make their communities safer, sustainable, and more beautiful. They have in-house water resources, transportation, and municipal engineers who have completed countless stormwater improvement and flood reduction projects for their clients both big and small, developing drainage improvement project solutions that are both economical and resilient. Bolton & Menk is the consulting City Engineer for the City of Shorewood. The following key staff have been involved in preliminary development of this project and have been selected for further implementation of this project:

- **Matt Bauman, PE** (Assistant City Engineer and Project Manager). Multiple years of water resource related project management and design and over ten years of construction project experience. Matt will lead the project through collaboration with affected property owners, utility owners and permitting coordination.

  matthewba@bolton-menk.com, (612) 756-3230

- **Tony Adderley, PE** (Water Resources Project Engineer). Eight years of progressive water resources related design and project implementation. Tony leads the water resources design for this project.

  anthonyad@bolton-menk.com, (612) 751-2289

- **Bob Bean, PE** (Senior Water Resources Project Engineer). Bob has 30 years of experience with water resources project implementation and serves as project oversight.

  bobbe@bolton-menk.com, (612) 756-3184

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5. PROJECT DEVELOPMENT PROCESS/ LOCAL COMMITMENT

Evaluation Criteria
A comprehensive decision-making process was used to arrive at the proposed project.
The level of local support and commitments from project partners is documented
A collaborative process will be implemented to execute the project.

Reviewers provide favorable ratings for projects that demonstrate a clear path from project idea to implementation and that have actively engaged each of the necessary partners and other stakeholders to reasonably anticipate success. Provide documentation as appropriate.

Using the area below, please provide:

- Describe the decision-making process used to select the project (i.e. why was this project chosen over other solutions).
- List where the proposed project is identified as a priority by a local, state, or federal unit of government that manages natural resources (e.g., state approved watershed management plan).
- Describe how you have involved and fostered local, regional, and statewide partnerships for the success of the project.

History and Decision Making

The site has been of concern to the City of Shorewood since 2014 due to degradation of downstream wetland and potential damage to adjacent properties and structures. Review of potential solutions was initiated by the City in 2017, and conditions at that time suggested minimal restoration was needed.

Three main alternatives were considered during preliminary design. This includes:

1) adding a plunge pool, installing 4 rock weirs and adding a retaining wall,
2) extending the 30" RCP to the base of the ravine, and
3) decreasing the slope of the channel and installing a series of plunge pools and gabion walls for energy dissipation and channel stabilization.

A prior study assessed rock weir stabilization in 2017 but that design was not pursued by the city after the significant erosion issues experienced in 2018 that further deteriorated the ravine confirming that a more robust stabilization was required. It was determined that the fully piped option would not be permittable under the Minnehaha Creeks Watersheds rules and therefore found not feasible. City staff have also been working with the Minnehaha Creek Watershed and USACE to evaluate subtle stabilization alternatives to the gabion reinforced wall such as toe wood stabilization and stabilized/reinforced soil lifts. These options would make the project easier to permit from their perspective, but the city does not want to compromise on the ravine stabilization's expected useful life of 50 years.

Project Prioritization

The City of Shorewood has programed funds in their 2024 Capital Improvement Plan with the goal of securing an additional grant funding from multiple sources to fund the remaining gap.

Partnerships and Future Success

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The city has met with the abutting property owners several times, and they are eager for the city to reach a permittable solution that can be implemented quickly to protect their properties. They are also frustrated that the process has taken this long, is not fully funded, and are very willing to work with the city for temporary and permanent construction easements. Most of the channel will be constructed in the existing 20-foot-wide drainage & utility easement that was dedicated with the Shorewood Terrace plat in 1963. Permission letters for site access have already been obtained from 3 of the 4 landowners (see attached).

The City will also be coordinating with Hennepin County Highway Department to seek partnership in the project. The 2004 reconstruction and widening project of County Road 19 (Smithtown Road) increased impervious surface runoff in this sub watershed from their right of way directly to the ravine *without* rate control or treatment. On going discussion is occurring and no commitment has been made by Hennepin County Highway Department as of this submittal.

The City applied for a FY2024 MPCA Implementation Grant for Stormwater Resilience, working with the grant administration team and leveraging state resources to ensure project resilience. The proposed project was modeled using future precipitation and development scenarios to show the design can meet future erosion potential and drainage conditions within the city (see attached hydraulic memo).

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Natural Resources Opportunity Grant Program

6. READINESS TO PROCEED

Evaluation Criteria
Project elements are in place for the project to proceed and documentation is provided (e.g. planning, design, and permits).
Necessary stakeholders are either on project team or have provided sufficient support for project to move forward expediently.

Reviewers provide ratings based on how soon a project can begin construction and how efficiently the project can proceed to completion, especially through early stages. A project does not need to begin immediately after the grant award, but must begin soon enough that the project can complete well within the grant agreement period.

Using the area below, please provide:

- Describe the steps you have taken to coordinate partners and activities that would allow the project to proceed immediately after grant award. Provide information and documentation on project elements such as status of designs, permits, cross- or inter-agency agreements, landowner agreements, easements, other secured funding, and staff or agency approvals.

Status of Deliverables

To date, 60% plans and specifications have been developed and are in active development. Ongoing coordination is occurring the MCWD and USACE, so that 100% plans may be completed and permitted within the specified timeframe (Section 1). Additional grant funds from the MPCA would become available to complete the final plans and construction starting in fall/winter of 2024, aligning well with anticipated design, permitting, and construction schedules.

The city has met with the abutting property owners several times, and they are eager for the city to reach a permittable solution that can be implemented quickly to protect their properties. The city anticipates having easements and access agreements from these landowners secured in the summer/fall of 2024. Three of four property owners have already provided permission letters for site access.

THIS CONCLUDES PART 2

ENGINEER'S ESTIMATE

CITY OF SHOREWOOD, MN
BMI PROJECT NO. C16.120341
SHOREWOOD LANE RAVINE RESTORATION
4/30/2024

BOLTON & MENK
Real People. Real Solutions.

NOTES:

(1) BID PRICE SHOULD ALL ANTIPATED COST INCLUDING EQUIPMENT,MATERIALS AND LABOR TO FINAL GRADE RAVINE TO PLANNED FINAL GRADES.

(2) CALCULATION INCLUDES ENTIRE WALL FACE, BID PRICE SHALL INCLUDE ALL COST ASSOCIATED WITH DESIGNING AND INSTALLING GABION WALL TO INLCUDE BUT NOT LIMITED TO GEOGRID FABRICS AS SPECIFIED BY DESIGNER, BACKFILL MATERIAL, DRAINTILE, SUGADE BASE MATERIAL.

(CV) COMPACTED VOLUME

(EV) EXCAVATED VOLUME

(LV) LOOSE VOLUME

(P) PLAN QUANTITY

BITUMINOUS MIXTURE = 110 LBS PER SQUARE YARD - INCH

CLASS 5 AGGREGATE BASE MATERIAL = 150 LBS PER CU FT

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
BASE BID						
1	MOBILIZATION		1	LS	$36,000.00	$36,000.00
2	TRAFFIC CONTROL		1	LS	$5,000.00	$5,000.00
3	SALVAGE AND RESINSTALL WOODEN FENCE		20	LF	$20.00	$400.00
4	REMOVE BRUSH AND DEADFALL		1	LS	$5,000.00	$5,000.00
5	CLEAR AND GRUB TREE		53	EACH	$700.00	$37,100.00
6	CHANNEL GRADING	(1)	540	LIN FT	$40.00	$21,600.00
7	COMMON BORROW (CV) (P)	"(CV) (P)	1485	CU YD	$30.00	$44,550.00
8	CONNECT TO EXISTING STORM SEWER PIPE		1	EACH	$3,000.00	$3,000.00
9	CONNECT TO EXISTING TILE		3	EACH	$250.00	$750.00
10	6" SDR 35 PVC -TILE		140	LF	$40.00	$5,600.00
11	6" TILE CLEANOUT ASSEMBLY		1	EACH	$500.00	$500.00
12	6" CONCRETE HEAD WALL W/ RODENT GUARD		1	EACH	$500.00	$500.00
13	30" RC PIPE - STORM SEWER		60	LF	$200.00	$12,000.00
14	30' FLARDE END SECTION W/TRASH GUARD		1	EACH	$5,000.00	$5,000.00
15	GABION WALL	(2)	2720	SF	$145.00	$394,400.00
16	TEMPORARY CLASS III RIP RAP - DITCH CHECK		12	CY	$300.00	$3,600.00
17	RIP RAP CL III LIMESTONE		95	CY	$150.00	$14,250.00
18	STABILIZED CONSTRUCTION EXIT		1	EACH	$5,000.00	$5,000.00
19	TOPSOIL BORROW IMPORT (LV)		387	CY	$50.00	$19,350.00
20	CATEGORY 60 W/SEED MIX 36-211		491	SY	$20.00	$9,820.00
21	EROSION CONTROL BLANKET, CAT. 50 W/ SEED MIX 36-211		1479	SY	$10.00	$14,790.00
22	BIOLOG DITCH CHECK		500	LF	$5.00	$2,500.00
23	LANDSCAPE ALLOWANCE		1	ALLOWANCE	$5,000.00	$5,000.00

ESTIMATED BASE BID TOTAL:	**$645,710.00**
5% CONTINGENCY:	$32,285.00
TOTAL ESTIMATED CONSTRUCTION COST:	**$677,995.00**
10% INSPECTION,ADMINISTRATION, AND CONSTRUCTION MANAGEMENT:	$62,800.00
SUBTOTAL ESTIMATED PROJECT COST:	**$740,795.00**
MPCA GRANT ADMINISTRATOIN	**$5,000.00**
SCOPING, FEASIBILITY, AND FINAL DESIGN ENGINEERING	**$100,000.00**
RIGHT OF WAY/EASEMENT ACQUISITION:	**$20,000.00**
TOTAL ESTIMATED PROJECT COST:	**$865,795.00**

ATTACHMENT B Grant Agreement No: PR00006617

Hennepin County – Department of Environment and Energy (HCDEE)
COST - SHARE VOUCHER & PRACTICE CERTIFICATION FORM

A. PAYEE INFORMATION ☐ Check if name or address change	**B. PROJECT INFORMATION**		
Name:	I.D. Number:		
Address:	HCDEE Program: Good Steward Natural Resource Grant		
City, State, & Zip Code:	Practice Type (one only)	Practice Area(s)	Acres Completed:

C. COST INFORMATION

Basis of Request ☐ Installation ☐ Establishment Reinstallation

Type of Request ☐ Partial ☐ Final

Completion Date:

R/I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST

R - Receipted Item/Invoiced Item **I - In - Kind Contribution** (attach additional sheets as necessary) **Total**

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

(Payee Signature) (Date)

D. PAYMENT INFORMATION

TOTAL COST OF PRACTICE (from above)

Program Cost-share Payment: - [from box (c)]

OTHER FUNDING SOURCES (please identify source)

-

-

-

-

LAND OWNER/LAND OCCUPIER COST:

EASEMENT PROGRAMS {(c) cannot exceed (a) - (b)}

(a) Maximum Payment Allowed

(b)Total of Previous Payments:

(c)Cost -Share Payment Requested

COST-SHARE PROGRAM {(b) + (c) cannot exceed 75% of (a)}

(a) Total Cost Approved:

(b) Other public funds _____%

(c) HCDEE Share _____%

(Attach additional sheets as necessary)

E. HCDEE CERTIFICATION

I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.

I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.

(HCDEE Technical Representative) (Date) (Authorized HCDEE Representative) (Date)

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-028

A RESOLUTION ACCEPTING THE HENNEPIN COUNTY OPPORTUNITY GRANT FOR THE SHOREWOOD LANE RAVINE PROJECT; CITY PROJECT 17-15

WHEREAS, the city has been pursuing efforts to improve the Shorewood Lane Ravine that has seen significant erosion over the years and the project scope have increased due to lower cost options that were not permittable through the watershed; and

WHEREAS, the city desires to secure outside funding in order to fill the funding gap; and

WHEREAS, the city has applied for and Hennepin County has selected the Shorewood Lane Ravine project to award $50,000 as part of the Hennepin County Opportunity Grant that is intended to help fill funding gaps in larger projects seeking multiple funding sources; and

WHEREAS, acceptance of the grant requires Shorewood to enter into an Agreement with Hennepin County; and

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

1. The city council accepts the Hennepin County Opportunity Grant of $50,000 and authorizes staff to execute the final agreement.

Adopted by the City Council of Shorewood, Minnesota this 24th day of March 2025.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

Legend

- Storm Control Structure
  - Control Structure
  - Control Structure - Sump
- Storm Cleanout
- Storm Ditch
- Parcels 01/16/2023
- Contours
  - Index
  - Intermediate
- City Limits
- Storm Culvert
  - Inlet
  - Outlet
  - Outfall
  - Unknown
- Storm Manhole
  - Manhole
  - Manhole - Sump
- Storm Catch Basin
  - Catch Basin
  - Catch Basin - Sump
- Storm Drain Tile
- Storm Pipe
- Storm Pond
  - City
  - MCES
  - MNDOT

Shorewood Lane Ravine

0 100 Feet

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BOLTON & MENK
Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Shorewood is not responsible for any inaccuracies herein contained.

City of Shorewood

City Council Meeting Item

Item
2J

Title/Subject:	**Hennepin County Cost Participation Request Shorewood Lane Ravine; City Project 17-15**
Meeting Date:	Monday March 24, 2025
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director Public Works
Attachments:	**Application, Resolution, Overview Map**

Background

Hennepin County has recently distributed their Cost Participation Request to municipalities within the county. This is a separate funding source than the previously awarded Hennepin County Opportunity Grant. This request is intended to provide opportunities for local agencies to submit requests to the County for cost participation in locally lead projects that are within Hennepin County right of way or provide benefit to the county road system and align with the county goals.

Staff and have had initial discussions with Hennepin County to confirm if this project is eligible for the Cost Participation Request even though the project is not within Hennepin County right of way and has already been awarded the Opportunity Grant. County staff have indicated that the project is eligible since a portion of the CSAH 19/Smithtown Road right of way contributes flows in the Shorewood Lane Ravine, but it still needs to compete against other applications due to limited county funding. The submittal process for the Cost Participation Request is relatively straight forward and since the city has previously submitted grants, the project information is readily available and easy to adjust to be specific to this funding request.

The funding requests are due May 30, 2025. Selected projects will be notified in December 2025. Construction can occur in 2026-2028. Based on the funding timing the project will likely be delayed for construction in 2026.

Financial Considerations

The total project cost is estimated to be $500k-$800k.

The city has budgeted the following in the Capital Improvement Plan for 2025:

404 Street Reconstruction Fund:	ST-23-06	$315,00

Future funding sources to add to the CIP in 2026:

405 - MSA Construction:	$275,000 - $440,000
Hennepin County Opportunity Grant:	$50,000
Total Funding:	$640,000 - $805,000

The funding request to Hennepin County would follow its cost share policy to fund half of the State Aid eligible portion of storm sewer/drainage or 27.5%. This equates to $140,000 - $220,000 of the current project scope. If successful, the county funding would reduce either the local or MSA contributions currently identified.

Action Requested

Motion to authorize staff to pursue the Hennepin County Cost Participation Request.

Transportation CIP

2025 Cost Participation Request Process

Amendment #001

Partner agencies often perform work within the county right of way, which presents an opportunity to work collaboratively. This document outlines Hennepin County's process for requests for county cost participation in external agency-led projects.

The county's Transportation Capital Improvement Program (CIP) is adopted by the county board each December. The CIP includes limited funding for county cost participation in external agency-led projects along county roadways. Agencies within Hennepin County, including MnDOT, cities, and park districts, can request county cost participation for engineering, right-of-way, and construction costs for upcoming projects. As a general guideline, cost participation requests should not exceed $500,000.

The goals of this process include:

- Providing an equal opportunity for agencies to submit requests for county cost participation
- Determining a project's alignment with county priorities
- Promoting transparency in county staff's recommendations via a data driven process

How to submit a request

- Complete the Cost Participation & Partnerships Request Form (attached)
- Provide any supplemental information including concept or layout (3 pages maximum)
- Submit request to *needs.request@hennepin.us* by May 30, 2025.

Evaluation criteria

Projects will be evaluated based on the following criteria

- Alignment with current asset needs along the county's multimodal transportation system
- Advancement of county priorities
  - Complete & Green Streets, climate action, disparity reduction and safety (examples provided below)
    - Use of green streets elements to slow, filter, and clean stormwater runoff
    - Reduce vehicle miles traveled per capita through multi-modal options
    - Increase infrastructure resilience and protect natural resources
    - Preserve the existing tree canopy and identify tree planting opportunities (no net loss of trees)
    - Use food-derived compost to improve soil quality and manage stormwater
    - Reduce fatal and serious injury crashes, with an emphasis on vulnerable users
- Project readiness

Approval process

County staff will provide notice to agencies by December if their project is recommended for board approval of county cost participation, which will be followed by a Notice of Award (NOA).

Requests for 2026 - 2028 construction projects are due:

May 30, 2025

Contact Information:

Carla Stueve
County Engineer
Carla.stueve@hennepin.us

James Weatherly
Transportation Planner
James.weatherly@hennepin.us

Submittals:
Needs.Request@hennepin.us

Requests due: May 30, 2025

Next solicitation: January 2027

Last Updated February, 2025

HENNEPIN COUNTY
MINNESOTA

Cost Participation & Partnerships Request Form

General Information

Applicant:

Contact: Email:

Project Overview

Project Name:

Project Location:

Project Length (Miles):

Brief Project Description:

Project Milestone	**Begin (Month/Year)**	**End (Month/Year)**
Design:		
Construction:		

Project Budget

Total Project Cost:

Requested County Cost Participation:

Cost Participation & Partnerships Request Form

(Continued)

Budget Detail

Activity	Anticipated Budget
Design	
Construction Administration	
Construction	

External State and/or Federal Funding Awarded? Yes ☐ No ☐

If applicable:

SP/SAP Number(s):

Amount(s):

Source(s):

Program Year(s)

County Staff Use Only

Does this project contain primarily elements **only eligible** in the Roadside Enhancement Partnership Program (REPP)? (Y/N):

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-029

A RESOLUTION AUTHORIZING PURSUIT OF THE HENNEPIN COUNTY COST PARTICIPATION REQUEST FOR THE SHOREWOOD LANE RAVINE PROJECT; CITY PROJECT 17-15

WHEREAS, Hennepin County has solicited requests from local agencies for their Cost Participation Request for local lead projects that occur in or benefit the Hennepin County right of way; and

WHEREAS, Hennepin County Road 19 contributes 1.7 acres of surface run off from its right of way, most of which is impervious and untreated to the Shorewood Lane Ravine; and

WHEREAS, the city has been pursuing efforts to improve the Shorewood Lane Ravine that has seen significant erosion over the years and the project scope and costs have increased due to lower cost options that were not permittable through the watershed and the city desires to secure outside funding in order to advance the project; and

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

1. The city council supports the pursuit of the Hennepin County Cost Participation Request for the Shorewood Lane Ravine Project, 17-15.

Adopted by the City Council of Shorewood, Minnesota this 24th day of March 2025.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

Legend

- Storm Control Structure
  - Control Structure
  - Control Structure - Sump
- Storm Cleanout
- Storm Ditch
- Parcels 01/16/2023
- Contours
  - Index
  - Intermediate
- City Limits
- Storm Culvert
  - Inlet
  - Outlet
  - Outfall
  - Unknown
- Storm Manhole
  - Manhole
  - Manhole - Sump
- Storm Catch Basin
  - Catch Basin
  - Catch Basin - Sump
- Storm Drain Tile
- Storm Pipe
- Storm Pond
  - City
  - MCES
  - MNDOT

Shorewood Lane Ravine

0 100 Feet

© Bolton & Menk, Inc - Web GIS 3/19/2024 2:15 PM

BOLTON & MENK
Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Shorewood is not responsible for any inaccuracies herein contained.

City of Shorewood

City Council Meeting Item

Item
2K

Title/Subject:	**Renewal Landscaping Maintenance Service and Service Agreement**
Meeting Date:	March 24, 2025
Prepared by:	Matt Morreim, Public Works Director
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Professional Service Agreement**
	Quote-Jenco Property Maintenance, Inc.

Background:
The City utilizes a landscape maintenance company to maintain the landscaping at City Hall, the Shorewood Community Center and Badger Park areas. These services include:

- Landscape bed maintenance
- Shrub and tree pruning
- General cleanup
- Mulch topdressing when needed.

Jenco Property Maintenance Inc. performed quality maintenance in 2024. Jenco's rate for 2025 is $8,330, a 10% reduction from 2024.

Financial Considerations:
The city budget accounts and programs landscaping services as part of the building maintenance operating budget (Fund 19-Municipal Buildings) and parks maintenance operating budget (Fund 52-Parks Maintenance).

Action Requested:
Motion to approve the quote from Jenco Property Maintenance Inc. for services in 2025.

A majority vote by the Council is required.

PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPING MAINTENANCE SERVICES

THIS AGREEMENT is made this March 24, 2025 ("Effective Date") by and between Jenco Property Maintenance, Inc., with its principal office located at PO Box 1015, Delano, MN 55328 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

A. Contractor is engaged in the business of providing landscaping maintenance services.

B. The City desires to hire Contractor to provide bi-weekly landscaping maintenance services throughout spring/summer/fall seasons around City Hall, the Shorewood Community Center and the Badger Park area.

C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.

D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

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

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A** (the "General Instructions for our Cleaning Staff" & "Service Schedule" & "Terms"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. In the event of a conflict between this Agreement and Exhibit A, this Agreement shall control.

2. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A, inclusive of reimbursables, expense, taxes and other charges.** The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.

3. **Term and Termination.** The term of this Agreement shall commence on _____, 2025 and terminate on _____, 2025. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

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

B. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;

C. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or

D. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

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

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

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

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

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

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

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

A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.

B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000 combined single limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor	**The City**
Jenco Property Maintenance, Inc.	City Administrator
PO BOX 1015	5755 Country Club Road
Delano, MN 55328	Shorewood, MN 55331

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

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

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

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

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

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

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

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

Jenco Property Maintenance, Inc.

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____
Jennifer Labadie, Mayor

By: _____
Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

EXHIBIT A

Jenco
PROPERTY MAINTENANCE INC

GARDEN MAINTENANCE

2024 Garden Maintenance Program for:
City of Shorewood, MN

Service provided	RATE:		
Spring & Fall clean up of all mulched beds Bi-weekly manual weeding of all mulch bed areas, including community center	$ 9,310.00/season $ 1,330.00/month (7 payments)		
Mulch refresh on all existing mulch areas. Premium Hardwood mulch. Non colored.	$ 6,900.00	Only if requested by city	
Mulch per yard installed ;in the event manager would like to do some areas and not others.	$115.00 per yard	Only if requested by city	

SEE PAGE 2 FOR SPECIFICATIONS.

Proposed by Mike Jensen Date 3/9/2024

JENCO PROPERTY MAINTENANCE

Accepted by _____ Date_____

Title_____

PO BOX 1015, Delano MN 55328
Ph: 612.991.8419 **mike@jencopm.com**

GARDEN MAINTENANCE

GARDEN MAINTENANCE SPECIFICATIONS:

- Contract start date APRIL 1ST , 2024, End date NOVEMBER 1ST , 2024
- Service area includes mulched areas around City hall and parking lot area. All areas identified per direction of facility supervisor.
- Invoicing will be done MONTHLY.
- Weeding of all gardens areas will be performed BI-WEEKLY. May not be don't on the same day of the week.
- NO CHEMICALS will be used on the city grounds or gardens.
- Spring will consist of cleaning out all gardens of debris and removing it from the site. All perennials will be dead headed if not done so in the previous fall.
- Fall clean up will consist of cutting back all appropriate perennials and disposing of off site. Typically done End of September Early October.
- Jenco Property Maintenance (JPM) supplies all employees, equipment, and necessary tools.
- JPM will removed all garden debris off site.
- If any additional garden or landscape labor is needed it will be billed out at an hourly rate of $90.00/hour. (Mulch removal, Plantings, etc.)

PO BOX 1015, Delano MN 55328
Ph: 612.991.8419 **mike@jencopm.com**

GARDEN MAINTENANCE

2025 Garden Maintenance Program for:
City of Shorewood, MN

Service provided	RATE:		
Spring & Fall clean up of all mulched beds Bi-weekly manual weeding of all mulch bed areas	$ 8,330.00/season $ $1,190.00/month (7 payments)		
~~Mulch refresh on all existing mulch areas. Premium Hardwood mulch. Non colored.~~	~~$ 6,900.00~~		
Mulch per yard installed ;in the event manager would like to do some areas and not others.	$115.00 per yard		

SEE PAGE 2 FOR SPECIFICATIONS.

.

Proposed by __Mike Jensen_____ Date 03/01/2025

JENCO PROPERTY MAINTENANCE

Accepted by _____ Date_____

Title_____

PO BOX 1015, Delano MN 55328
Ph: 612.991.8419 **mike@jencopm.com**

GARDEN MAINTENANCE

GARDEN MAINTENANCE SPECIFICATIONS:

- Contract start date APRIL 1ST , 2025, End date NOVEMBER 1ST , 2025
- Service area includes mulched areas around City hall and parking lot area. All areas identified per direction of facility supervisor.
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- JPM will removed all garden debris off site.
- If any additional garden or landscape labor is needed it will be billed out at an hourly rate of $90.00/hour. (Mulch removal, Plantings, etc.)

PO BOX 1015, Delano MN 55328
Ph: 612.991.8419 **mike@jencopm.com**

City of Shorewood

City Council Meeting Item

Item 2L

Title/Subject:	Building Permit Escrow Agreement for 25405 Park LN
Meeting Date:	March 24, 2025
Prepared by:	Jake Griffiths, City Planner
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	Escrow Agreement

Background

As part of a building permit for construction of a new home at 25405 Park LN, the applicant would like to provide an escrow in the amount of $3,000 to the City to allow occupancy of the home while minor final improvements are completed. The escrow covers the cost of final grading and installation of sod.

Financial Considerations

The escrow is held until the required improvements have been completed; any remaining balance is then refunded to the building permit applicant.

Action Requested

Motion to approve the attached escrow agreement with Terrace Construction, Inc., and property owners Ted & Mary Koenecke, as well as authorize the Building Official to release the escrow once the required improvements have been completed.

A simple majority vote is required.

ESCROW AGREEMENT

THIS AGREEMENT is made this ___ day of March 2025, by and between the CITY OF SHOREWOOD (the "City") and Ted Koenecke, Mary Koenecke and Terrace Construction, Inc. (the "Obligees").

WHEREAS, the Obligees have agreed to undertake and complete certain obligations within a time period specified in this Agreement; and

WHEREAS, the City desires to secure this obligation and provide for appropriate financial resources to undertake and complete such obligation in the event of default by the Obligees; and

WHEREAS, the City and the Obligees agree that this Agreement is an appropriate instrument by which to secure the Obligees performance and the City's remedy in the event of default.

NOW, THEREFORE, in consideration of the Recitals (which are incorporated herein) and the mutual covenants contained in this Agreement, the City and Obligees hereby agree as follows:

1) Obligation of the Obligees - The Obligees shall undertake and complete the following obligations (s): final grading and sod in accordance with Building Permit No. 4619 at 25405 Park Lane (the "Obligation").

2) Time Period - The Obligees shall undertake, perform, complete, and satisfy the Obligation on or before October 15, 2025 (the "Completion Date").

3) Escrow of Security - Upon execution of this Agreement, the Obligees shall immediately deposit with the City cash security, or Letter of Credit in form and substance acceptable to the City, in the amount of $3,000.00 (the "Security") which is equal to one hundred fifty percent (150%) of the estimated cost of performance of the Obligation.

4) City Remedy - If the Obligees do not complete performance of the Obligation on or before the Completion Date (the Default), then the City may elect to undertake and complete the Obligation of the Obligees and draw upon the Security in an amount necessary to complete the Obligation. The City shall, within thirty (30) days of Obligees' Default, give written notice to Obligees of City's intent to (a) undertake performance of the Obligation or (b) waive the City's right to pursue such remedy pursuant to Section 5 of this Agreement. If the City elects to undertake performance of the Obligation, it shall complete the same within thirty (30) days of its notice to Obligees. The City shall return any unused portion of the Security to the Obligees within sixty (60) days of completion of the Obligation. Notwithstanding the remedy provided in this Section 4, the City may take additional action at law or in equity to enforce performance of the Obligation.

5) Waiver of Right to Undertake Obligation - The City may elect to waive its right to undertake and complete the Obligation by sending written notice to the Obligees within sixty (60) days of Obligees' Default. In the event that the City waives such right to undertake and complete the Obligation, the City shall return the Security to the Obligees. In such event, this Agreement shall terminate upon receipt of the Security by the Obligees.

6) Entry Easement - The Obligees hereby grant the City an entry easement, as reasonably convenient and necessary for the City, to enter onto Obligees' property to allow the City to undertake and complete the Obligation in the event it elects to pursue this remedy.

7) Indemnification of the City - The Obligees agree to hold harmless and indemnify the City, their officers, employees, representatives and agents from any and all liabilities, demands, claims for loss, damage, or personal injury arising out of or from the City's performance of the Obligation.

8) Miscellaneous Provisions -

(01) Notices and Demands - A notice, demand, or other communication under this Agreement by either party to the other shall be deemed sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the addresses listed below. Either party may designate another party or attorney for receipt of notice under this Section by designating, in writing, and forwarding such writing to the other party as provided in this Section. In the case of the City, notices shall be mailed to:

Attention: Zoning Administrator
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331

In the case of the Obligee, notices shall be mailed to:

Terrace Construction, Inc.
ATTN: Tim Brown
PO Box 219
Victoria, MN 55386

Ted Koenecke & Mary Koenecke
25405 Park Lane
Excelsior, MN 55331

(02) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(03) Amendment or Modification - No change, amendment, or modification to, or any

extension of provisions provided under this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

(04) Law Governing - This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and enforced in courts having jurisdiction within the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF SHOREWOOD

By:_____
Its: Mayor

By:_____
Its: City Administrator

OBLIGEES

By:_____
Builder: Terrace Construction, Inc.
Attn: Tim Brown

By:_____
Owner: Ted Koenecke

By:_____
Owner: Mary Koenecke

City of Shorewood

City Council Meeting Item

Item 2M

Title/Subject:	**Services Agreement for Christmas Lake AIS Program**
Meeting Date:	March 24, 2025
Prepared by:	Jake Griffiths, City Planner
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	Services Agreement

Background:
The Minnesota Department of Natural Resources (DNR) is responsible for Aquatic Invasive Species inspections and control on a state-wide basis. However, the City has historically assumed this role at the Christmas Lake landing to ensure a more active inspection program. The city works in partnership with the Christmas Lake HOA (CLHOA) to provide these inspections and the CLHOA has coordinated the work with a vendor (Waterfront Restoration, LLC.). Even though the city is not responsible for the costs of the agreement, as the LGU (Local Governing Unit), the city must be a party to their agreement. A similar agreement has been signed each year.

Financial Considerations
There is no cost to signing the agreement. The City budgets $5,000 per year toward the inspection work, with the remainder of the project costs being paid by the CLHOA.

Action Requested
Motion to approve the Service Agreement with the CLHOA and Waterfront Restoration as presented.

Action on this item requires a simple majority.

Services Agreement

This Services Agreement (the "Agreement"), is entered into this 11th day of March 2025 by and between the Christmas Lake Homeowners Association, an IRS Sec.501(c)(3) entity (the "CLHA"), and Waterfront Restoration, LLC, a Minnesota limited liability corporation with its principal place of business in Long Lake, MN ("Waterfront").

1. Agreement to provide Services

CLHA is a homeowners association representing the lakeshore owners on Christmas Lake in Hennepin and Carver Counties, Minnesota. CLHA agrees to retain Waterfront, and Waterfront agrees to provide, the Services (as defined below) on the terms and conditions in this Agreement. CHLA is retaining Waterfront to provide the Services in order to reduce the chance that zebra mussels or other aquatic invasive species (AIS) are introduced into Christmas Lake through the launching of watercraft and trailers into Christmas Lake.

2. The Services

Waterfront agrees to provide the following services at the Christmas Lake Public Access (the "Location"):

A. Provide an Inspector (as defined below) at the Location daily from and including March 15, 2025, or as soon as possible after DNR training dates allow (or, if the Location remains closed to the launching of watercraft on March 15, then the first day that the Location is open for the launching of watercraft) through October 31, 2025. Inspectors will be present and performing Services at the Location during the following hours. Hours may be adjusted based upon agreement of CLHA and Waterfront:

- March 15 to April 30: Less than 500 hours total, 6 a.m. to 8 p.m. or as inspector availability allows
- May 1 to August 15: 6 a.m. to 9 p.m.
- August 16 to September 15: 6 a.m. to 7:30 p.m.
- September 16 to October 15: 7:00 a.m. to 7:00 p.m.
- October 16 to October 31: 7:30 a.m. to 6:30 p.m.

B. Each Waterfront employee performing Services at the Location (each an "Inspector") will hold a so-called "Level 1" certification received from the Minnesota Department of Natural Resources (the "DNR") covering the inspection of water-related equipment for, among other things, aquatic invasive species ("AIS"). At the earliest opportunity, each Waterfront employee performing services at the Location will hold a so-called "Level 2" certification received from the Minnesota Department of Natural Resources (the "DNR") covering the inspection and thermal decontamination of water-related equipment for, among other things, aquatic invasive species ("AIS").

Detailed responsibilities related to Services are listed in Exhibit A – AIS Inspection Services Responsibilities and Exhibit B - Christmas Lake Homeowner's Association Protocols for AIS Inspectors

3. Price and Payment

A. CLHA will pay Waterfront on a tiered hourly scale which will be dependent on the total amount of hours worked by Waterfront for the season (see table in 3.A.a below). For purposes of this paragraph "worked" or

"work" shall refer to the hours inspectors are on-site and on-duty at the boat launch. All level 1 and level 2 training costs are included in the defined hourly rates and will not be billed separately.

Waterfront and CLHA will agree to a target for total hours of planned work for the season and that will define the tier level and hourly rate for billing. Should the actual hours worked for the season fall in a different tier, the final invoice provided to CLHA will reflect the new hourly rate based on the actual tier level and all previous charges will be adjusted accordingly.

a. Waterfront's Inspection Hours and Rate Tiers are specified in the following table:

Tier Level	Hourly Rate	Hours-Bottom of Tier Threshold	Hours-Top of Tier Threshold	Total Cost (Range)
Tier 1	$31.50	3,000	3,199	$94,495- $100,763
Tier 2	$31.84	2,800	2,999	$89,143- $95,479
Tier 3	$32.23	2,600	2,799	$83,798- $90,212
Tier 4	$32.68	2,400	2,599	$78,426- $84,929

b. Should hours fall below the "Bottom of Tier Threshold" specified for Tier 4 or above the "Top of Tier Threshold for Tier 1, Waterfront will provide a quote to CLHA which specifies the hourly rate and total cost charged for hours worked.

*For illustration purposes only: assume Waterfront and CLHA set the target rate at 2,900 hours for the season. Waterfront will invoice based on Tier 2's hourly rate. Should Waterfront inspectors actually work between 3,000 and 3,199 hours during the term of this contract, Waterfront's billable hourly rate for the contract would be revised to the hourly rate defined by Tier 1. As part of the final invoice, Waterfront would reduce the hourly rate for all hours worked during the season from the Tier 2 hourly rate to the Tier 1 hourly rate.

B. CLHA will make payments monthly, in advance, based upon the expected number of hours to be worked in the next succeeding month (for each month its "Expected Hours"). CLHA will make each monthly payment promptly after receipt of an invoice from Waterfront for the expected payment for the next succeeding month, but in no event more than 10 calendar days after receipt of Waterfront's invoice. Promptly after the end of each month during which Services are performed Waterfront will provide CLHA with a summary of the actual hours worked during the relevant month. In the event the actual number of hours worked during any month exceeds the Expected Hours, Waterfront will invoice CLHA for the additional hours. In the event the actual number of hours worked is less than the Expected Hours, Waterfront will issue to CLHA a credit note for the excess hours. At the option of the party entitled to receive funds, the amount of this payment (for any month its "True-up Payment") will be either paid by the party owed the funds or credited to amounts they may owe in the next succeeding month or otherwise owe under this Agreement.

C. Waterfront is responsible for payment to each Inspector as well as all of its other costs and expenses related to providing the Services except as specifically stated in this Agreement or separately agreed in writing with CLHA. Without limiting the generality of the preceding sentence, Waterfront is responsible for payment of all related worker's compensation insurance premiums, state and federal taxes and tax withholdings, unemployment

insurance costs, recruiting costs, and any employee benefit costs. CLHA will not pay any overtime unless specifically agreed in writing in advance.

4. Term and Termination

A. This Agreement commences on March 15, 2025 (the "Effective Date") and continues through October 31, 2025 (the "Termination Date").

B. Notwithstanding section 4.A, CLHA may terminate this Agreement prior to the Termination Date in the event the Location is closed or the launching of watercraft is substantially impaired as a result of (1) an order of the DNR, Hennepin County, the City of Shorewood, the City of Chanhassen, the Minnehaha Creek Watershed District, or any other governmental authority having jurisdiction over Christmas Lake and the closure is either stated by the closing authority to continue past October 31, 2025, or continues for more than 14 consecutive days and at the end of the 14 consecutive days, in the reasonable view of CLHA, there is no reasonable expectation that the Location will re-open to the launching of watercraft in the then foreseeable future, or (2) the early arrival of winter-like conditions (any such event an "Early Termination Event"). If an Early Termination Event occurs, then CLHA has the right to terminate this Agreement upon written notice to Waterfront. If CLHA terminates this Agreement following an Early Termination Event, then CLHA will reimburse Waterfront for its costs and expenses related to the Services that are continuing and unavoidable following the early termination. These unavoidable costs and expenses will not include any lost profits.

C. In addition to the Early Termination Events in section 4.A above, either party may terminate this Agreement at any time and for any reason or no reason by giving the other party 30 days prior written notice of the termination to the other party. In the event of early termination by notice Waterfront is entitled to payment for the Services performed up through the termination date.

D. Upon termination under this section 4 Waterfront will promptly deliver to CLHA all tablets used to log activities at the Location as well as any other CLHA equipment used to perform the Services.

E. Sections 3, 4, and 6 through 10, and any other right or obligation of either party, which by its nature should survive termination of this Agreement, will survive the termination of this Agreement.

5. Insurance

Waterfront agrees at all times during the term of this Agreement to have and keep or cause to have and be kept in force the following insurance coverage:

A. Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	Limits
General Aggregate	$2,000,000
Personal Injury	$2,000,000
Each Occurrence (Combined Bodily Injury & Property Damage)	$2,000,000

B. Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employers Liability (Bodily Injury By):	
Accident- Each Accident	$500,000
Disease- Policy Limit	$500,000
Disease- Each Employee	$500,000

C. Automobile Liability - Combined single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles: $1,000,000

The insurance must be maintained continuously during the term of this Agreement. Waterfront will provide a copy of the certificate of insurance evidencing the above coverage, and naming CLHA as an additional insured. Waterfront will require its insurer(s) to waive all rights of subrogation against CLHA and its insurer(s).

6. Authority for Inspections

Waterfront understands that CLHA is a homeowners' association concerned with, among other things, the long-term quality of the waters of Christmas Lake. CLHA is not part of any state, county, city or other government authority and therefore does not have the authority of any unit of government. The authority for the inspection Services provided under this Agreement is the authority given to local government units under Minnesota Statute 84D.105, Subdivision 2, and in case of Christmas Lake, the authority given under this law to the City of Shorewood (which owns and controls the Christmas Lake public landing). CLHA has agreed with the City of Shorewood to arrange and pay for the inspection Services at Christmas Lake with Waterfront, and the City of Shorewood signs onto this Agreement below solely for showing its consent to the Services being provided at the Christmas Lake public landing by Waterfront under this Agreement for the 2025 boating season. The City of Shorewood assumes no obligations under this Agreement and Waterfront and CLHA acknowledge that there can be no liability of the City under this Agreement. To the fullest extent permitted by law, Waterfront and CLHA agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees arising out of either Waterfront or CLHA's performance of their respective obligations under this Agreement.

7. Independent Contractor

Waterfront, in providing the Services, is acting as an independent contractor and not as an employee or agent of CLHA. Waterfront controls the conditions, time, details and means by which it performs the Services. CLHA has the right to inspect the work of Waterfront or any of its Inspectors for the purpose of determining whether the work is completed in a manner consistent with this Agreement.

8. Governing Law

This Agreement shall be interpreted under and controlled by the laws of the State of Minnesota, and all disputes arising under this Agreement shall be resolved before the state or county courts in Hennepin County, Minnesota.

9. Notices

Any notice, request, demand or other communication required under of this Agreement must be sent either by U.S. mail, postage prepaid, or by email, to the addresses below. When sent by U.S. mail, the message will be deemed received on the 3rd day after its postmark date. When sent by email the message will be deemed received on the day it is sent provided it is sent before 5:00 pm. If an email is sent after 5:00 pm it will be deemed received on the next Business Day. Any message, which is received on a non-Business Day, will be deemed to be received on the next Business Day. "Business Day" means any day other than a Saturday or Sunday or day on which banks in the City of Minneapolis of generally closed to business.

Notices to CLHA should be sent to:

Christmas Lake Homeowners Association
Attn: Joe Shneider
21125 Christmas Lane
Shorewood, MN 55331
Telephone: 612-209-2075
Email: jshneider@icloud.com

Notices to Waterfront should be sent to:

Waterfront Restoration, LLC
Attn: Tom Suerth
P.O. Box 783
Long Lake, MN 55356
Telephone: (952) 356-0614
Email: tom@waterfrontrestoration.com

10. General

A. Any amendment to this Agreement must be in writing and signed by both the Waterfront and CLHA.

B. This Agreement, including and together with any related exhibits, constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior understandings and agreements, written or oral.

C. No waiver by any party will be effective unless explicitly made in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege.

D. This Agreement is binding on and inures to the benefit of the parties to this Agreement, and to their respective successors and permitted assigns.

IN WITNESS THEREOF, the parties have caused this Services Agreement to be duly executed intending to be bound thereby.

Christmas Lake Homeowner's Association

Todd T. Erickson, President
Name Title

Todd T. Erickson 03 / 12 / 2025
Signature Date

Waterfront Restoration, LLC

Thomas R. Suerth, President
Name Title

Thomas R. Suerth 03 / 11 / 2025
Signature Date

City of Shorewood (signing for the limited purpose stated in section 6 above)

_____
By: City Administrator
Date:_____, 2025

Exhibit A - AIS Inspection Services Responsibilities

Note: All capitalized terms in this Appendix have the meaning given them in the Agreement.

Inspector Responsibilities:

1. Perform public education and water-related equipment inspection duties.
   A. Effectively inspect and thermally decontaminate incoming and outgoing water-related equipment for ecologically harmful AIS and aquatic vegetation consistent with the DNR standards for AIS inspections by Level 1 inspectors for equipment that is not being thermally decontaminated, or standards for Level 2 inspectors for equipment that is being thermally decontaminated. Only Level 2 qualified Inspectors will perform thermal decontamination.
   B. Thermally decontaminate incoming water-related equipment that is voluntarily presented for decontamination.
   C. Thermally decontaminate all other incoming and outgoing water-related equipment to the extent authorized by the DNR.
   D. Operate the vehicle gate during heavy traffic days consistent with the City of Shorewood Ordinance
   E. Note that incoming water-related equipment is the highest priority and outgoing water-related equipment is a lower priority.
   F. Communicate effectively the issues of AIS and other issues with recreational water-related equipment users and the public at large.
   G. Distribute AIS educational materials.
   H. As far as possible, keep the public access area weed and debris free

2. Provide timely and accurate paperwork and communication to CLHA.
   A. Accurately collect data necessary to evaluate:
   1) the spread of AIS, 2) the effectiveness of AIS control measures, 3) the effects of public awareness, 4) the response of recreational water-related equipment users to this project, and 5) and other pertinent research information.
   B. Accurately record, document, and process necessary administrative and field paperwork.
   C. Forward the public technical inquiries to CLHA when required by this Agreement or as appropriate.
   D. Communicate effectively with CLHA regarding new AIS infestations and developments in the field of controlling AIS.

3. Follow water-related equipment inspection policies, responsibilities, and procedures as established for DNR Level 1 AIS inspectors or, for Inspectors performing thermal decontamination, DNR Level 2 AIS Inspectors.

4. Perform other duties assigned by the Waterfront supervisor that are not inconsistent with the Services provided under this Agreement.

Knowledge, Skills, And Abilities Requirements For Inspectors:

1. Possess a high school degree or GED.
2. Certified as a DNR Level 1 and/or Level 2 AIS inspector.
3. Good physical health, with the capability of bending, climbing and lifting moderate weight no heavier than 20 lbs.

4. Ability to work and verbally communicate professionally and effectively with the general public.
5. Ability to work independently on assigned tasks, yet work as a team.

Inspector Staffing

1. 3 to 10 Inspectors (can be a combination of full-time and part-time) to cover average of 2 shifts per day, 7 days per week, including weekends and holidays.
2. On-call backup inspectors to be available for every shift. These may be a combination of inspector staff that are off-duty but paid on-call, and Waterfront employees whose primary role is a dive technician, but are trained as an Inspector in the event they are needed to cover a full or partial shift.

Technology/Software

1. Waterfront will provide mobile time-clocking software that includes GPS verification. The data collected by this software will be available for review by representatives of CLHA and Waterfront supervisory staff and management.
2. Inspectors will have available for their use a smartphone, whether their own phone or provided by Waterfront.

Monthly Performance & Compliance Report

Waterfront will provide CLHA with a report monthly (promptly after the end of each calendar month) showing the number and percentage of inspection hours required by the Agreement where inspector was not at the Location.

Inspector Equipment to be provided by CLHA

1. Tablet computers for inspection data input, with damage/replacement insurance and updated DNR software.
2. Thermal decontamination unit including containment pad(s)
3. Remote control for the vehicle gate
4. Other Supplies & Equipment- to be provided at CLHA discretion:
    - First Aid Kit
    - Crescent wrench
    - Extension mirrors
    - Flashlights
    - Magnifying glass
    - Copies of the Authorization Form for Transport of Prohibited Invasive Species and Aquatic Plants
    - Copy of the City of Shorewood AIS Inspection Ordinance

Services Outside of Scope

1. Any Services provided by Waterfront which are outside of scope will be separately agreed in writing between Waterfront and CLHA
2. Rates for services which are outside of scope
    a. Inspectors: At the hourly rate specified in the Services Agreement Section 3. Price and Payment, plus Materials
    b. Supervisors: $40/hour plus materials. It is expected that a supervisor will accompany an Inspector for most services that are outside of scope.
3. Examples:
    a. If Inspection Protocol requires significant training over and above what the DNR Provides
    b. If additional training of inspectors is desired to improve inspection and/or decontamination protocol over and above the standard DNR training provided, and such training does not occur while inspectors are already on-clock on scheduled shift

Exhibit B - Christmas Lake Homeowner's Association Protocols for AIS Inspectors

Primary goals

1. Consistency and rigor – Completely inspecting every watercraft the same way, every time
2. Guarding the ramp (resting in your car is OK, but you must have your vehicle in front of the ramp so that no one gets in or out without being inspected).

Christmas Lake Storage Boxes

1. Be sure to keep the storage boxes locked whenever an inspector is not on-site.
2. Essential contents include:
    a. Decontamination tools
    b. Personal protection equipment (gloves, waders, etc.)
    c. Spare tablet

Site readiness

1. At the start of the morning shift, unfold the containment mats, retrieve the inspections tools from the storage box, and assemble the rolling mirror.
2. Handoff the tools to the next inspector before leaving.
3. At the end of the evening shift, fold the containment mats and stow all inspection tools in the storage box
4. Remember that there is a spare tablet in the storage box

Failed inspections

Note: You are not responsible to help boaters correct their AIS inspection failure points. Advise them, but do not do it for them nor help them. It is their personal responsibility to bring a clean, drained, and dry watercraft to the AIS inspection.

Inclement weather (rain, lightning, thunder or snow)

If desired, find a safe location in Excelsior, but be on-site if and when the weather improves during your shift.

Abuse from Boaters

For these and other examples of abusive boater behavior:

- "You can't inspect my boat"
- "You can't stop me from launching"

1. Call 911 for the Southlake Minnetonka Police
2. Report the incident to Waterfront and CLHA

Miscellaneous:

If the gate is not up at 6 am, call Shorewood's Public Works emergency number 952-960-7914

Dropbox Sign

Audit trail

Title	Christmas Lake 2025 Watercraft Inspections Agreement
File name	2025_Christmas_La...Agreement_1a.docx
Document ID	15a9b9430ee2592201eaea7cdcc42fd30954c34e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**03 / 11 / 2025** 19:40:45 UTC	Sent for signature to Thomas Suerth (tom@waterfrontrestoration.com) and Todd Erickson (toddderickson33@gmail.com) from admin@waterfrontrestoration.com IP: 107.2.126.237
VIEWED	**03 / 11 / 2025** 19:41:07 UTC	Viewed by Thomas Suerth (tom@waterfrontrestoration.com) IP: 107.2.126.237
SIGNED	**03 / 11 / 2025** 19:41:22 UTC	Signed by Thomas Suerth (tom@waterfrontrestoration.com) IP: 107.2.126.237
VIEWED	**03 / 12 / 2025** 16:44:17 UTC	Viewed by Todd Erickson (toddderickson33@gmail.com) IP: 63.215.98.50
SIGNED	**03 / 12 / 2025** 16:44:37 UTC	Signed by Todd Erickson (toddderickson33@gmail.com) IP: 63.215.98.50
COMPLETED	**03 / 12 / 2025** 16:44:37 UTC	The document has been completed.

City of Shorewood

City Council Item

Item 2N

Title/Subject:	**Development Agreement & Stormwater Management Agreement for Shorewood Meadow**
Meeting Date:	March 24, 2025
Prepared by:	Jake Griffiths, City Planner
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Development Agreement** **Stormwater Management Agreement**

Background

At the February 24, 2025 City Council meeting, the Council approved the preliminary and final plat for a 3-lot single-family residential development known as Shorewood Meadow, located at 25480 and 25560 Smithtown Rd. As with any development, the applicant and the City are required by City Code to enter into a Development Agreement and Stormwater Management Agreement to ensure that the public and private improvements associated with the project are adequately completed. The Development Agreement and Stormwater Management Agreement for Shorewood Meadow is attached.

Financial Considerations

None.

Action Requested

Motion to approve the Development Agreement and Stormwater Management Agreement for Shorewood Meadow.

A simple majority vote is required.

DEVELOPMENT AGREEMENT FOR

SHOREWOOD MEADOW

AGREEMENT (the "Agreement") dated _____, 2025, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, (the "City") and McDonald Construction Partners, LLC, a Minnesota Limited Liability Company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for **SHOREWOOD MEADOW** subdivision (referred to in this Agreement as the "plat"). The land is situated in the County of Hennepin, State of Minnesota, legally described as:

PARCEL 1 (25560 Smithtown Rd):
Lot 15, Auditor's Subdivision No. 133, Hennepin County, Minnesota

PARCEL 2 (25480 Smithtown Rd):
Lot 16, Auditor's Subdivision No. 133, Hennepin County, Minnesota

2. CONDITIONS OF PLAT APPROVAL. The City Council of Shorewood considered and granted Preliminary Plat and Final Plat approval on February 25, 2025, as set forth in resolution 25-024, and incorporated herein by reference. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth resolution 25-024, the City Engineer's Memo dated January 31, 2025, and the City Engineer's Email sent February 19, 2025, which are incorporated as if fully set forth herein.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the plat and the construction therein of certain public and private Improvements. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, construct sewer lines, water lines, streets, utilities, public or private Improvements, or any buildings until all the following conditions have been satisfied:

A. This Agreement has been fully executed by all parties, filed with the Shorewood City Clerk and recorded with Hennepin County;

B. the Developer has executed and recorded with Hennepin County all drainage and utility easements required for the plat by the Shorewood City Engineer in the City's standard form or the easements have been dedicated to the City on the plat;

C. the Developer has executed and recorded the applicable and required Stormwater Maintenance and any related Agreements with Hennepin County;

D. the Developer has executed and recorded any other easement required by the Shorewood City Code;

E. the necessary security has been received by the City from or on behalf of the Developer;

F. the necessary insurance for the Developer and its construction contractors has been received by the City;

G. the plat has been filed with the Hennepin County Recorder or Registrar of Titles' office;

H. final construction plans and specifications have been submitted by the Developer and approved by the Shorewood City Engineer;

I. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the financial guarantees and Administration Escrow required by this Agreement;

J. the Developer has paid any outstanding assessments and taxes for the property or any property being deeded to the City;

K. the Developer has fulfilled any park dedication and other fee requirements as specified under this Agreement;

L. the Developer has received all necessary permits from all other agency having jurisdiction over the plat;

M. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the Shorewood City Engineer and City staff.

N. the City has issued a written notice that all the above conditions have been satisfied and the Developer may proceed.

O. Prior to the issuance of building permits for new construction, the developer shall provide to the City proof that all existing structures have been removed in accordance with the demolition plan, proof that all existing wells have been sealed in accordance with Minnesota Department of Health requirements, and provide a Traffic Control Plan as noted in the City Engineer's memo.

4. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Agreement, no amendments to the Shorewood Comprehensive Plan, or their official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to their Comprehensive Plans, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. DEVELOPMENT PLANS. The plat shall be developed in accordance with the plans, materials, and specifications, received February 13, 2025, prepared by Alterra Land Services and all revisions thereto, received and approved by the Shorewood City Engineer, the Shorewood Zoning Administrator, and incorporated herein as listed below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans include the following ("The Plans"):

C1.01	Title Sheet
C2.01	Existing Conditions
C2.02	Demolition Plan
C3.01	Final Grading Plan
C4.01	Final Erosion Control Plan
C5.01	Final Utility Plan
C6.01	City Details

C7.01 Final Tree Preservation Plan
L1.01 Final Landscape Plan
Shorewood Meadow Preliminary Plat
Shorewood Meadow Final Plat
Shorewood Meadow Wetland Buffer Exhibit
Shorewood Meadow Engineer's Estimate

6. IMPROVEMENTS. The Developer shall install and pay for the following:

A. Sanitary Sewer System
B. Water System
C. Storm Sewer System
D. Concrete Curb and Gutter
E. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control, including building pads
F. Underground Utilities
G. Setting of Iron Monuments and Buffer Monuments
H. Surveying and Staking
I. Tree Preservation and Landscaping
J. Restoration and Repair of the Public Right-of-Way, including the roadway surface.

All Improvements shall be installed in accordance with the approved Plans, the City approvals, including all conditions of approval in the approving resolutions for the development, the Shorewood City Code, the City's Engineering Design and Construction Standards Manual, all applicable City Engineering memoranda, City standard specifications for utility and street construction; and any other applicable ordinances including codes concerning erosion and drainage prohibiting grading, and construction activity.

All construction activities shall be confined to the following hours: Monday – Friday, 7:00 a.m. until 7:00 p.m.; and Saturday, 10:00 a.m. until 5:00 p.m. Construction activities are not allowed on Sundays.

The Developer shall instruct its engineer to provide adequate field inspection personnel (subject to review and approval by the Shorewood City Engineer) to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at their discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full- or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and agreement administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at Shorewood with all parties concerned, including the City staff, to review the program for the construction work.

Within 60 days after the completion of all of the Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final "As Built" plans. The record drawings shall be delivered via USB thumb drive or similar device or medium, acceptable to the City, containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Public Street

- Utilities
- Grading

Layer names should be self-explanatory, or a list must be included as key.

If the Developer does not provide such information, the City will digitize the data. All costs associated with digitizing the data will be the responsibility of the Developer.

7. CONTRACTORS/SUBCONTRACTORS. The Shorewood City Council members, employees, and Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public Improvements identified in Paragraph 6 above.

8. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include, but is not necessarily limited to:

A. Hennepin County for County Road Access and Work in County Rights-of-Way
B. Minnehaha Creek Watershed Management District
C. Minnesota Department of Health for Watermains
D. MPCA NPDES Permit for Construction Activity
E. MPCA for Sanitary Sewer and Hazardous Material Removal/ Disposal (as may apply)
F. DNR for Dewatering (as may apply)
G. City of Shorewood for Building Permits
H. MCES for Sanitary Sewer Connections

9. DEWATERING. (As may apply) Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

10. TIME OF PERFORMANCE. The Developer shall install all required public Improvements by November 1, 2025. Alterations to Smithtown Road shall be placed during the initial season of work, unless otherwise directed by the City Engineer. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

11. LICENSE/INSPECTIONS. The Developer hereby grants the City, their agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with the development during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Improvements and expiration of any applicable warranty period.

The City, its engineers, building officials, planning directors, community planners or their designated agents shall periodically inspect the Improvements installed by the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for

the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or their designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by the City Engineer. The Developer shall notify the Shorewood City Engineer at least two (2) full working days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should the Developer fail to timely notify the City or to allow the City to inspect the work, the City may at the their option, require the Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the work required, the Shorewood City Engineer or their designated representative, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work. Before final payment is made to the contractor by the Developer, the Shorewood City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer's engineer shall submit a written statement attesting to same.

12. EROSION AND WEED CONTROL. Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MCWD/MPCA Stormwater Permit for Construction Activity or within 7 days, whichever is sooner. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the City/MCWD/MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security or administrative escrow, identified in Sections 21 and 28, to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. The Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and the Developer shall be responsible for all costs of the same and shall reimburse the City within 10 days of demand of payment. In the event the Developer does not pay the City for all costs within 10 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended hereunder and all costs and expenses relating to the same and the execution on the Security, including attorney's fees, assess the Property pursuant to Minn. Stat. §429.101 and/or seek any other remedy available. Developer shall notify all builders that they are responsible for erosion, drainage and weed control on purchased lots throughout the period of residential construction thereon, and continuing thereafter until such responsibilities are assumed by a homeowner for the purchased lots or homeowner's association.

The City of Shorewood is a Bee Friendly community and all products directed by the City shall be consistent with the best practices for residential properties on the city's website and those products that do not use the word "Danger" when indicating toxicity. Products with "Warning" should be used sparingly and not broadcast.

13. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City's specifications. Within sixty (60) days after completion of the grading and before the City approve individual building permits (except the model home/structure permits on lots acceptable to the Shorewood City Engineer/Building Official), the Developer shall provide the City with an "as built" grading plan certified by a registered land surveyor or engineer that all stormwater treatment/infiltration basins and swales, have been constructed on privately owned property. The "as built" plan shall include field verified elevations of the following: a) cross sections of stormwater treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, requisite berms; and c) lot corner elevations and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the Shorewood City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Shorewood Building Official for review prior to the issuance of building permits.

14. SITE CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns as provided herein.

A. Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a covered refuse dumpster or other suitable enclosed containment unit to be used for the disposal of refuse, debris, waste or other material during the construction period. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

B. Stormwater Features. Any water surface containment, such as but not limited to holding ponds, constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their being deemed complete by the City. Being deemed complete by the City of any such ponds shall be for hydrology purposes only and not for aesthetic purposes. Final release of Developer's security shall not be made until deemed complete by the City.

C. Televising. Upon completion of the project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.

D. Construction Site Policy. Developer agrees that Developer and Developer's contractors and subcontractors shall adhere to and be subject to all of the Developer's construction management plan as approved by the Shorewood Building Official.

15. MONUMENTATION OF LOT AND BLOCK CORNERS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released and prior to issuance of building permits. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by the Developer in order to preserve the lot markers for future property owners. More monuments may be required by the Shorewood City Engineer to serve the area. The Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Shorewood Zoning Regulations so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's cost. No security shall be released for this item until this Section is satisfied.

16. OWNERSHIP OF IMPROVEMENTS. Upon the completion of the Public Improvements required to be constructed or installed by this Agreement, such Improvements (other than privately owned Improvements including the privately owned street) lying with the public easements or Right-of Way as shown on the subdivision plat and those located on City property shall become City property without further notice or action as provided below. Provided, however, that the construction shall not be considered complete until the Shorewood City Engineer have made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution, and the Developer has granted any easements required by Section 3 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements. The Developer shall provide to the City, at no charge, record drawings as required by Section 6 of this Agreement. Final security shall not be released prior to receipt of the record drawings by the City. All Improvements that are public and to be accepted by the City shall be within easements dedicated on the Final Plat. If not dedicated, the City shall be provided an easement, drafted by or approved by the City.

A. The City of Shorewood shall own the sanitary sewer and water main.
B. All other improvements shall be privately owned and maintained.

17. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall be billed for Shorewood engineering administration. City of Shorewood engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be billed monthly. The Developer shall pay for construction observation performed by Shorewood's consulting engineering staff under the direction of the Shorewood consulting city engineer. Construction observation shall include part- or full-time inspection of proposed public utilities and street construction and will be billed on hourly rates.

18. SANITARY SEWER AREA CHARGE. Property is subject to a sewer area charge of **$1,200.00.** The area charge is based on the number of homes proposed (3) less two units credit for the existing homes that are already connected to municipal sewer. The charge is calculated as follows:

1 home x $1,200 = **$1,200.00 (credit for the existing homes)**

The Developer waives any and all procedural and substantive objections to any special assessments for this charge, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. §429.081.

19. WATERMAIN AREA CHARGE. Property is subject to a watermain area charge of **$30,000.00.** The area charge is based on the number of proposed homes times the standard fee and is calculated as follows:

3 single family homes x $10,000.00 = **$30,000.00**

20. PARK DEDICATION. The City has studied the impact of new developments on the demand for city parks, and found that new developments create additional demands on the existing park system including through population and job growth. The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied through a cash contribution paid by the Developer with the final plat. The City has found the Park Dedication Fee generally required of developments to support its park system calculated as follows:

3 units x $7,500 park dedication fee = **$22,500** park dedication requirement

The City and the Developer have reviewed this project and determined that this proposal will produce demand on the park system roughly proportional in type and quantity to the criteria in the City's study. The above amount therefore represents a reasonable and proportionate estimate of the need for additional park infrastructure stemming from this project.

21. Escrow. Prior to release of the plat for recording, the Developer shall pay to Shorewood an Escrow deposit in the amount of $6,000 (the "Escrow"). The Shorewood Escrow will be deposited on account and remain there until completion of all work and the warranty period related to the subdivision as outlined in Section 2. Shorewood reserves the right to apply any portion of the Shorewood Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by Shorewood. Shorewood shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in Section 6.

22. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished to the City prior to the City Council signing the final plat:

A.	Sanitary Sewer Area Charge	$1,200.00
B.	Watermain Area Charge	$30,000.00
C.	Park Dedication	$22,500.00
D.	Administrative Escrow	$6,000.00
	TOTAL CASH REQUIREMENTS	**$59,700.00**

23. CONSTRUCTION ACCESS. Construction traffic access and egress for is restricted to access the subdivision using Smithtown Road. No construction traffic or activity is permitted on other adjacent driveways or streets.

24. LANDSCAPING. The Development shall be subject to landscaping requirements as set forth in the Landscaping Plan, the Shorewood Tree Preservation Policy, Shorewood City Code Chapters 1103, 1201, and 1202. Except that area needed for construction of the units and weather permitting, the trees, sod, and seed around the periphery of the site shall be planted with landscaping by **October 31, 2025.** The landscaping near and around each pad shall be completed when the adjacent home receives a certificate of occupancy, or by June 15th following occupancy if occupancy occurs October 1st through April 30th.

All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of City acceptance, following inspection. The Developer is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Seventy-five percent (75%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining twenty-five percent (25%) will be released after the landscaping inspection and any warranty work has been completed. The surety for landscaping is included in Section 28 of this Agreement.

No plantings or structures shall encroach upon a three-foot radius around any hydrant during construction or after. During construction, hydrants may not be blocked by the Developer, employees, contractors, subcontractors and the like whether the hydrant is on the development property or any adjacent hydrant.

Underground irrigations shall be constructed in accordance with the Landscape Plan.

25. WETLAND BUFFER. The Developer shall comply with the requirements of the Wetland Developments Code (Chapter 1102 of City Code) and the Wetlands Conservation Act of 1991 [Minn. Stat. 103 G.221 et. seq. (hereinafter referred to as the WCA)]. The buffer areas adjacent to wetlands shall be maintained in their natural state consistent with the easements recorded with the Hennepin County Recorder or Registrar of Titles against the Property.

Wetland buffers shall be identified within each lot or outlot by permanent monuments approved by the City. A monument is required at each lot line where it crosses a wetland buffer strip and as necessary to establish required setbacks from the wetland buffer strip and as shown on the final grading plan, as approved by the Planning Director/City Engineer. Monuments shall be placed within 60 days of completion of site grading or prior to issuance of a building permit (except for one model permit), whichever occurs first.

Prior to release of the financial guarantees for this item, the Developer's engineer/surveyor shall certify all wetland buffer monuments are in place per the approved plan.

26. SPECIAL PROVISIONS. The following special provisions shall apply to the Shorewood Meadow development:

A. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
B. The permitted accessory uses within the development shall be as allowed in the Shorewood R-1C zoning district.

C. Maintenance of stormwater features for treatment, volume control and rate control within the development shall be the responsibility of the property owner, subject to the terms of the Stormwater Maintenance Agreement entered into and approved by the Developer and the City.
D. The total impervious surface on Lots 1-3 shall not exceed 33%.
E. Retaining walls over four feet in height require a building permit and shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Shorewood Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. Retaining walls four feet in height or larger shall be shown on the grading plan or shall require a separate zoning permit from Shorewood. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for the homes abutting the retaining wall is required to be built.
F. The development standards shall consist of the following:
   1) Minimum setbacks from the property lines shall be as follows:
      b. Front Yard Setback – 35 feet
      c. Side Yard Setback – 10 feet
      d. Rear Yard Setback – 40 feet
      Height: No dwelling shall exceed 35 feet.
      All other applicable Shorewood City Code requirements.
G. The required lot areas and widths for each residential property shall be as shown and approved on the final plat.
H. The applicant shall restore all disturbed portions of the property with slopes no steeper than 3:1.
I. The applicant shall establish ground cover within seven days after grading is completed.
J. The applicant shall be responsible for repairing or replacing any damage to public or private property or improvements to the satisfaction of the City Engineer.
K. The Developer shall sweep the adjacent streets daily during hauling and earthmoving and once per week or as needed or directed during construction.

27. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as listed in Section 6, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in Section 6 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City of Shorewood either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the Shorewood City Engineer. An irrevocable letter of credit shall be in a form acceptable to the City and from an institution doing business within the State of Minnesota. Any irrevocable letter of credit shall allow the Shorewood to draw upon the instrument, on behalf of Shorewood, in whole or part, including through multiple draws if necessary, in order to complete construction of any or all of the Improvements. The Developer shall ensure the irrevocable letter of credit will remain continuously in effect. Any lapse of the irrevocable letter of credit shall result in the City suspending any City

approvals previously issued, refusing to grant future approvals for the plat until the irrevocable letter of credit is reinstated.

Upon receipt of proof satisfactory to the Shorewood City Engineer or designee that the work has been completed and financial obligations to the City have been satisfied, the Surety may be reduced from time to time at the City's discretion, by up to 75% of the original amount. Twenty-five percent (25%) of the original amounts certified by the Developer's engineer shall be retained until: (1) all Improvements have been completed; (2) all financial obligations to the City are satisfied; (3) the required "record" plans have been received by the City; and (4) warranty period for the following Improvements have expired and any necessary repairs have been completed:

A. The required warranty period for materials and workmanship for utilities including public sanitary sewer, storm sewer, and watermains shall be two years from the date of final written City acceptance of the work.
B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be two years from the date of final written City acceptance.
C. The required warranty period for new trees and landscaping is two growing seasons following installation.
D. The required warranty period for tree preservation shall be three growing seasons following mass grading.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall provide a security. This security shall be submitted prior to any grading, tree removal or other construction activity; issuance of any permit for the development, or the release for recording of the Final Plat. The security shall be in the form of either an irrevocable Letter of Credit ("Letter of Credit") whose form shall be subject to approval of the City Attorney or a Cash Deposit ("Cash Deposit") (the Letter of Credit and Cash Deposit collectively the "Security"). The amount of the Security shall be 150% of the Developer's actual accepted bids for the Improvements ("security") which shall be in the amount of **$351,597.00**. The amount of the Security was calculated as shown below.

Grading	$122,650.00
Erosion Control & Restoration	$10,033.00
Sewer and Water Services	$39,040.00
Storm Drainage Pipe	$25,695.00
Streets	$36,980.00
Total	$234,398.00
150% Total	**$351,597.00**

The attached breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City. The City may draw down the security, without notice, for any violation of the terms of this Agreement. If the required public Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also

draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by up to seventy five percent (75%) of the original amount of the financial guarantee. Twenty five percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as built" plans have been received by the City, the public Improvements have been accepted by the City Council and warranty period has expired.

29. WARRANTY. The Developer warrants all Improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets and public utilities is two years and shall commence upon completion and acceptance from the date of final written City acceptance of the work. The required warranty period for tree preservation shall be three growing seasons following the completion of mass grading. The financial guarantee may be reduced by 75% of the original amount until the warranty period has elapsed.

30. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

The Developer agrees and understands that no building permit for any dwelling to be constructed within the Development will be issued by the City, until the requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the Shorewood City Engineer:

A. Grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, and fire hydrants;

B. Submission to the City of an as-built grading plan has been completed and certified in writing in compliance with Section 13;

C. Submission of a survey consistent with the Plans for the lot for which the building permit is being requested; and

D. First lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

Issuance of a building permit shall require compliance with all other building permit requirements and policies of the City, including completion of the building permit application process, payment of sewer and water hook-up and access charges, water meter, and any other charges.

The Developer will cause no private construction to be made on the property nor will building permits be issued for such construction until all Improvements required herein have been made and accepted by the City. Notwithstanding the forgoing, if building permits are required and issued prior to the completion and acceptance of public Improvements, the Developer assumes all liability and costs resulting from delays in completion of public Improvements and damage to public Improvements caused by the Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties.

Prior to issuance of a certificate of occupancy for any dwelling, a certified as-built survey must be submitted and approved confirming compliance with the approved grading plan, elevations, impervious surface coverage, and setbacks.

31. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and their officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and the development of the plat and/or the subdivision, including without limitation, the administration of rights and responsibilities under this Agreement. The Developer shall indemnify the City and their officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including but not limited to enforcement of this Agreement, a condemnation action, or any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which a City shall become a party in reference to the Developer's interest in the Property or the Project. The costs set forth in this paragraph may be paid from the Security required by Section 28 or the Administrative Escrow required by Section 21.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, a City may halt plat development and construction until the bills are paid in full. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), and other building or building-related permit fees.

32. FAITHFUL PERFORMANCE. The Developer shall fully and faithfully comply with all terms of all contracts entered into by the Developer for the installation and construction of all of Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's final acceptance of all of Improvements. Prior to the commencement of construction, the Developer will furnish and at all times maintain with the City adequate security as required by Section 28 of this Agreement to assure faithful performance of construction and installation of the Improvements.

33. DEVELOPER'S DEFAULT.

A. Events of Default. The following shall be "**Events of Default**" under this Agreement:

1) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
2) If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
3) If the Developer shall file a petition under the federal bankruptcy laws.
4) If the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
5) If the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
6) The Developer giving notice of intent not to renew the Security.

B. Notice/Remedies of Default**.** With the exception of defaults occurring under Section 33A, regarding the maintenance of renewal of the Developer's Security, whenever any Event of Default occurs, either City (or both) shall give written notice of the Event of Default to Developer by United States mail at Developer's notice address in Section 35 or as subsequently amended in writing. If the Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies for so long as the Developer is in default:

1) Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
2) Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
3) Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
4) If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.
5) Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.

6) Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

34. MISCELLANEOUS.

A. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
   1) The Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.
   2) The Developer is the owner in fee simple of the property and has marketable title to the real estate described in the plat of Shorewood Meadow.
   3) The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or its property, is bound.
   4) There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
   5) The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.

B. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision and zoning regulations, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

C. Third parties shall have no recourse against the City under this Agreement.

D. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

F. If building permits are issued prior to the acceptance of public Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.

G. The action or inaction of a City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Shorewood City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

H. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, their successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an

interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Insurance. Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability
$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

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

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, their employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

J. Indemnification. To the fullest extent permitted by law, and in addition to the responsibility outlined in Section 31 (B), Developer agrees to defend, indemnify and hold harmless the City, and their employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Agreement.

   Additionally, the Developer shall hold the City and their officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat, and the subdivision and development of the Property. The Developer shall indemnify the City and their officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.

K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. The Developer may not assign this Agreement without the written permission of the Shorewood City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

M. Until all Improvements of the Developer have been fully completed, the Developer shall not voluntarily sell, assign or transfer Developer's interest in the project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the exception of items (i), (ii), and (iii) below:
   1) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
   2) grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to the construction of the Project; or
   3) conveyance of any easements necessary for the Project.

   Nothing herein shall prevent or apply to the sale, in the ordinary course of business, of lots to individual owners or contractors of individual residences, but such sale shall in no way affect or diminish the obligations of the Developer under this Agreement.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be hand delivered, mailed or emailed to the Developer, its employees or agents at the following address or emailed to:

David Remick
McDonald Construction Partners, LLC
2670 Judicial Road, #125
Burnsville, MN 55337
daver@mcdonaldconstruction.com

Notices to Shorewood shall be in writing and shall be either hand delivered, mailed, or emailed to:

Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331
planning@ci.shorewood.mn.us

Any changes to the contact information above shall be submitted to the other party in writing.

CITY OF SHOREWOOD

BY:

_____
Jennifer Labadie, Mayor

(SEAL)

AND

_____
Sandie Thone, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jennifer Labadie and by Sandie Thone, the Mayor and City Clerk of the City of Shorewood, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DEVELOPER: McDonald Construction Partners, LLC

BY: _____
Its

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ the _____of _____, a _____, on behalf of said entity.

_____
NOTARY PUBLIC

DRAFTED BY:
Planning Department
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
Telephone: 952-960-7900

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331

Dear Sir or Madam:

We hereby issue, for the account of ____(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of ____(Name of Bank)____";

b) Be signed by the City Administrator of the City of Shorewood.

c) Be presented for payment at ____(Address of Bank)____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Shorewood City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Shorewood Planning Director, Shorewood City Hall, 5755 Country Club Road, Shorewood, MN 55331, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its_____

STORMWATER
MANAGEMENT AGREEMENT

This AGREEMENT made this __ day of _____, 2025, by and between the City of Shorewood, a Minnesota municipal corporation (the "City") and McDonald Construction Partners, LLC., a Minnesota limited liability company, (the "Owner").

RECITALS

The Owner is the fee owner of certain real property situated in the City of Shorewood, County of Hennepin, State of Minnesota legally described on the attached Exhibit "A" with a site address of Lots 1-3, Block 1 of Shorewood Meadows plat (hereinafter referred to as the "Subject Property") which the Owner has obtained the approval of the City for the development thereof; and

The term "STORMWATER MANAGEMENT FACILITIES" may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, filtration facilities, sump structures, etc.) which are located OUTSIDE the public road right-of-way (ROW).

The City has required that the Owner make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Subject Property as shown on Exhibit "B" attached hereto, as the same is described and depicted in those certain construction plans , ("Plans").

The City and Owner desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Construction and Maintenance of Stormwater Management Facilities. The Owner agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) minimum annual inspections of the Stormwater Management Facilities and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and (ii) minimum annual inspections that the Stormwater Management Facilities are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management Facility according to the City Standards. If, as a result of an inspection by the Owner or City staff, it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally

designed and intended; or (3) are in need of repair, the Owner agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. The Owner further agrees that they will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

Subject to Section 4 below, Owner shall be solely responsible for the repair and maintenance of the Stormwater Management Facilities and shall provide a copy of the required annual inspection report of the onsite Stormwater Management Facilities to the City. A blank standard inspection report meeting the minimum reporting requirements will be provided by the City. The required annual inspection report shall be submitted to the City by July 15th of each year. The Owner shall provide the City the right to enter onto the property to conduct its own inspections and/or verify the inspection results provided by the Owner.

2. Owner's Default. In the event of default by the Owner as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Owner's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost to the Subject Property in whole or in part.

3. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented and approved by the City to ensure the conditions for post-construction stormwater management continue to be met.

4. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Owner's successors and assigns with respect to the Subject Property. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

5. Wetland Buffer Areas. Buffer vegetation will not be cultivated, cropped, pastured, mowed, fertilized, subject to the placement of mulch or yard waste, or otherwise disturbed, except for periodic cutting or burning that promotes the health of the buffer, actions to address disease or invasive species, mowing for purposes of public safety, temporary disturbance for placement or repair of buried utilities, or other actions to maintain or improve buffer quality, each as approved by City staff in writing. Pesticides and herbicides may be used only for noxious weed control and in accordance with Minnesota Department of Agriculture rules and guidelines. No new structure or hard surface shall be placed within the buffer. No fill, debris or other material will be excavated from or placed within a buffer.

Permanent wetland buffer monuments will be maintained in the locations shown on the approved signage plan.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF SHOREWOOD

BY:_____

Mayor

(SEAL)

BY:_____

City Engineer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by Jennifer Labadie the Mayor and Andrew Budde, the City Engineer of the City of Shorewood, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____

NOTARY PUBLIC

OWNER:

BY: McDonald Construction Partners, LLC
A Minnesota limited liability company

By: _____
Dave Remick
Its: Owner/President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Dave Remick the Owner/President of McDonald Construction Partners, LLC, a Minnesota limited liability company, of behalf of said entity.

_____
NOTARY PUBLIC

EXHIBIT "A"
<u>Legal Description</u>

Lots 1-3, Block 1 of Shorewood Meadows

EXHIBIT "B"
Grading & Storm Sewer Plans

LEGEND:

- CURB & GUTTER
- CENTERLINE
- 6" PVC DRAINTILE (SOLID) — W/ C.O. & 12" YARD INLET (BUILDER INSTALLED)
- 6" PVC DRAINTILE (SOLID) — W/ C.O. (SITE CONTRACTOR INSTALLED)
- 6" PVC DRAINTILE (PERF.) — W/ C.O.
- 4" PVC DRAINTILE (SOLID) — W/ C.O.
- SANITARY SEWER
- WATERMAIN
- EASEMENT
- SETBACK LINE
- REAR BLDG PAD LINE
- SURFACE SLOPE LABEL — X.X
- GUTTER SPOT LABEL — 900.0
- PROPOSED CONTOUR — 950 — 944
- EXISTING CONTOUR — 950 — 944
- EMERGENCY OVERFLOW — EOF
- NATURAL AREA SIGN — WB

NOTE: ASTERISK (*) ON SPOT ELEVATIONS DENOTES NON-TYPICAL ELEVATION

STORM SEWER NOTES:

1. THE STORM SEWER IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SHOREWOOD GENERAL SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION.
2. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
3. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND SCHEDULING ALL REQUIRED UTILITY INSPECTION WITH THE CITY OF SHOREWOOD AND/OR ITS CONSULTANTS WITH A 48-HOUR NOTICE
4. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL COMPACTION TESTS AND SOIL INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.
5. ANY EROSION CONTROL DAMAGED BY CONSTRUCTION SHALL BE REPARED AS INCIDENTAL TO CONSTRUCTION.
6. 6" STORM PIPES DISCHARGING FILTRATION BASINS SHALL BE INSTALLED DURING BASIN CONSTRUCTION.
7. 4" SUMP LINE STUB SHALL BE INSTALLED DURING BASIN CONSTRUCTION.
8. STORM PIPES SUPPLYING RUNOFF TO THE BASINS SHALL BE INSTALLED DURING HOME BUILDING.

STREET NOTES:

1. THE STREET IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SHOREWOOD GENERAL SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION.
2. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
3. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE. CONTRACTOR SHALL INSTALL CONSTRUCTION ZONE SIGNAGE AS REQUIRED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, AND FLAGMEN TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
5. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
6. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND SCHEDULING ALL REQUIRED STREET INSPECTION WITH THE CITY OF SHOREWOOD AND/OR ITS CONSULTANTS WITH A 48-HOUR NOTICE.
7. PROPOSED CURB SHALL BE INSTALLED SO THAT THE BACK-TO-BACK MEASUREMENT TO THE EXISTING SOUTH CURB LINE IS 28 FEET.
8. ALL CURB SPOT ELEVATIONS ARE TO GUTTER UNLESS OTHERWISE NOTED.
9. INSTALL B618 CURB & GUTTER AT WITH BACK DROPS AT DRIVEWAY LOCATIONS AND CURB OPENING FOR DRAINAGE.
10. ANY EROSION CONTROL DAMAGED BY CONSTRUCTION SHALL BE PREPARED AS INCIDENTAL TO CONSTRUCTION.
11. ALL PEDESTRIAN CROSSINGS REQUIRE ADA APPROVED PEDESTRIAN CURB RAMPS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ADA ADEQUATE GRADES AND SLOPES PRIOR TO POURING THE CURB. ANY CURB RAMPS THAT DO NOT MEET ADA SPEC WILL BE REPLACED AT THE CONTRACTORS EXPENSE.

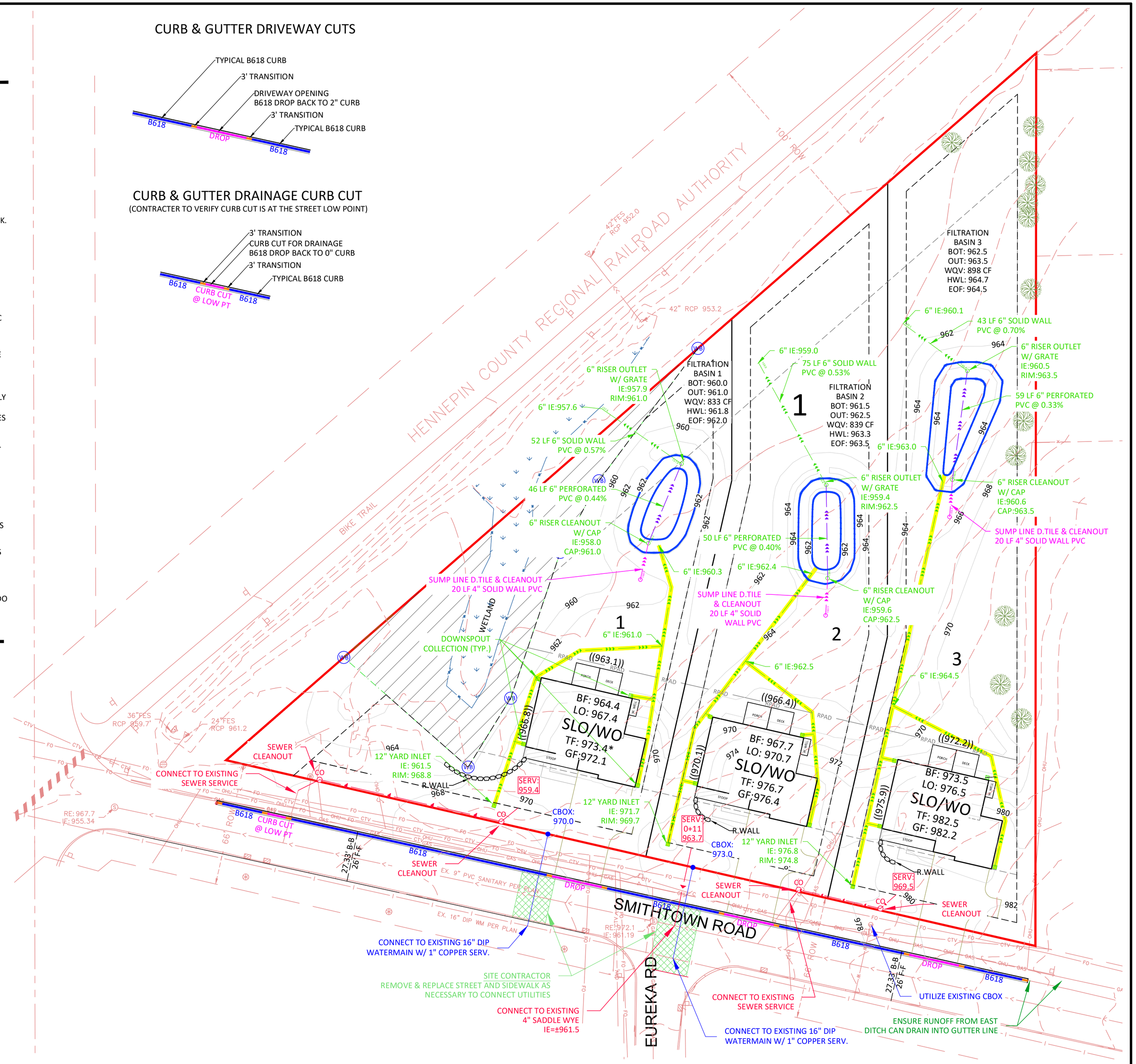
SANITARY SEWER AND WATERAIN NOTES:

1. THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SHOREWOOD GENERAL SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION AND THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN.
2. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
3. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE. CONTRACTOR SHALL INSTALL CONSTRUCTION ZONE SIGNAGE AS REQUIRED.
4. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL COMPACTION TESTS AND SOIL INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND SCHEDULING ALL REQUIRED UTILITY INSPECTION WITH THE CITY OF SHOREWOOD AND/OR ITS CONSULTANTS WITH A 48-HOUR NOTICE
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, AND FLAGMEN TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
7. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
8. CITY WILL OPERATE EXISTING GATE VALVES. COORDINATE SHUT OFF AT WATER CONNECTION WITH A 48 HOUR NOTICE
9. ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
   - 9.1. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
   - 9.2. ALL SANITARY SEWER TO BE PVC C900, SDR26, OR SDR35, AS NOTED ON THE PLAN.
   - 9.3. ALL SANITARY SEWER SERVICE RISERS MATERIAL SHALL MATCH THE MATERIAL OF THE MAIN UP TO THE LATERAL BEND.
   - 9.4. ALL SANITARY SEWER LATERAL SERVICES TO PROPERTY SHALL BE PVC SDR26 .
   - 9.5. ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
   - 9.6. WYE LOCATIONS TO BE VERIFIED BY CONTRACTORS. WYE STATIONING SHOWN IS CALCULATED FROM THE DOWNSTREAM MANHOLES.
10. ALL SEWER SERVICES ARE LOCATED 3 FEET DOWNSTREAM OF WATER SERVICES IF SEWER AND WATER ARE IN THE SAME TRENCH.
11. ALL WATERMAIN VALVES SHALL BE POSITIONED SUCH THAT THEY ARE NOT LOCATED IN THE CURB AND GUTTER. IF SEWER SERVICE CONDUCTIVITY BOX OR WATER CURB BOX IS PLACED IN A DRIVEWAY, WALK OR TRAIL, A FORD A-1 COVER OR EQUAL MUST BE PROVIDED.
12. ALL SEWER AND WATER SERVICES SHALL BE STUBBED AS DEFINED BY THE CITY DETAILS. NEW CURB BOXES SHALL BE PLACED AT THE RIGHT-OF-WAY.
13. ANY EROSION CONTROL DAMAGED BY CONSTRUCTION SHALL BE REPAIRED AS INCIDENTAL TO CONSTRUCTION.
14. THE DISINFECTION OF THE WATERMAIN SHALL BE PERFORMED ACCORDING TO THE CITY OF SHOREWOOD SPECIFICATIONS.

CURB & GUTTER DRIVEWAY CUTS

CURB & GUTTER DRAINAGE CURB CUT

(CONTRACTER TO VERIFY CURB CUT IS AT THE STREET LOW POINT)



SUBMITTALS & REVISIONS

Rev.	Date	By	Description
	12/20/24	NRH	INITIAL PRELIMINARY & FINAL PLAT SUBMITTAL
	01/27/25	NRH	REVISIONS PER CITY AND MCWD COMMENTS
	02/12/25	NRH	REVISIONS PER MCWD COMMENT & TO STREET PLAN

N

0 30 60
SCALE IN FEET

ATERRA LAND SERVICES
18219 70th Pl N, Maple Grove MN 55311
763.360.1307 | nate@aterraland.com

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

Nathan R. Herman
LICENSE NO: 47982 DATE: 01/27/25

PROJECT #: 24003
DRAWN: NRH
CHECKED: JML

SHOREWOOD MEADOW

SHOREWOOD, MN

MCDONALD CONSTRUCTION PARTNERS, LLC

FINAL UTILITY PLAN

SHEET	PAGE #	REV.
C5.01	6	

City of Shorewood

City Council Meeting Item

Item
2O

Title/Subject:	**Authorization to Declare Items as Surplus and Authorize the Sale and/or Disposal**
Meeting Date:	Monday, March 24, 2025
Prepared by:	Matt Morreim, Public Works Director
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Exhibit A - Surplus List** **Council Resolution**

Background:
The City has maintenance equipment and other miscellaneous items that have reached the end of life, are obsolete and/or are no longer used by the City. City staff continue to inventory items that are stored at various city facilities. The main benefit of selling surplus items is to gain critical storage space at all facilities where the items are stored.

The fair market value of each inventoried item is included in the attachment. No item is greater than $175,000 in value. The majority of the items will be recycled with a licensed recycler. All items that can be resold will be advertised for sale on an online auction site (GovDeals or MinnBid) or to another government entity. Items that can't be sold will be donated, recycled or disposed of in an environmentally responsible manner.

Financial or Budget Considerations:
Funds generated by the sale of surplus items will be directed to the appropriate capital fund.

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

A majority vote by the Council is required.

EXHIBIT A

#	ITEM	DESCRIPTION	YEAR	MAKE/MODEL	ESTIMATED VALUE
1	Tires	Winter set of skid steer tires	-	Dunlop Snow	$100
2	Castair Compressor	Air compressor	-	Castair	$150
3	Modine Heater	Garage heater	-	Modine	$50
4	Transfer Tank	100 gallon liquid transfer tank	-	WeatherGuard	$100
5	Air Compressor	30 gallon air compressor	-	Campbell Hausfeld	$150
6	7.5 HP Motor	3 phase motor	-	US Motors	$50
7	3 HP Motor	3 phase motor	-	US Motors	$50
8	3 HP Motor	Looks to be 3 phase	-	US Motors	$50
9	Backpack blower	Back pack blower	-	Stihl BR420	$50
10	Weed whip	Weed whip	-	Stihl FS 85	$50
11	Server	Network Server	-	HP	$0
12	Server	Network Server	-	HP	$0
13	Server	Network Server	-	ProLiantSL380	$0

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-030

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

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

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

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

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

1. The council declares the inventory items listed in the attached Exhibit A as surplus.

2. The council authorizes the disposal of said items by advertising it for sale on an online auction site (GovDeals or MinnBid) or to another government entity pursuant to Minn. Stat. § 471.345 at or above each item's fair market value.

3. The inventory will not be sold to a city officer or employee.

4. All sales shall be final and the inventory is to be sold in "as-is" condition.

5. All items that can't be sold will be donated, recycled or disposed of in an environmentally responsible manner.

Adopted by the City Council of Shorewood, Minnesota this 24th day of March 2025.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 2P

Title/Subject: **IT Equipment Updates**
Meeting Date: March 24, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: **Quotes**

Background
Last October the City's IT consultant, Warner Connect, announced it was closing at the end of November. The City was forced to quickly find a new firm to handle both its IT and phone services. Blue Net, Inc. was selected for IT services and successfully transitioned the City's software licenses, servers and related operations away from Warner Connect by the end of November.

Because the transition was forced and needed to occur quickly, the focus of the efforts last fall was ensuring continuity of services and minimizing downtime and disruption for staff and residents. With the transition complete, Blue Net recently completed further analysis of the City's IT network and infrastructure to identify, plan and budget for equipment replacement and investment. They found much of it out of date (over ten years old) and unsupported, putting the City at risk for system failure and data loss. The equipment is also limiting the use of some software and may be contributing to issues of network functionality, such as speed, intermittent connectivity, and delayed file access. Additionally, the network's back up system should be much more robust to preserve data in the event of a disaster or system failure.

To address these issues, Blue Net recommends the following:

1. **Upgrade Servers**
   This includes the replacement of three physical servers (two of which are off-line) and three virtual servers. One physical server will replace the current set up and will include redundancy and encryption for additional protection. Labor and materials, including five years of licensing and support, total of $31,888.

2. **Backup and Disaster Recover System**
   This includes establishing three back up locations (two physical, one virtual) to preserve data in the event of equipment failure, natural disaster, or unauthorized access. This setup reflects industry best practices and would enable the City to quickly restore its data. The cost includes a one-time charge of $3699 and a monthly fee of $999.

3. **Clean Up**
   The server room currently contains old equipment that has been left in place and many strands of excess of wire and cable. This work will remove and scrub data from the old

servers and equipment, reduce the excess wiring, and label wires and components. The quote for this work is $3356.

Financial Considerations
The total cost of this equipment replacement of this equipment is $38,943, as quoted, and is not budgeted for in 2025. However, there is a degree of urgency to replace this equipment to ensure continuous operations. Funding is proposed to come from the Equipment Fund (403) fund balance, requiring a budget tomorrow.

Action Requested
Motion to approve the attached quotes, authorize the use of funds from the Equipment Fund (403) fund balance through a budget amendment, and authorize the City Administrator to execute the quotes.

A majority vote by the Council is required.

BLUE NET SERVICES ADDENDUM

City of Shorewood

Marc Nevinski

Existing Agreement Information

Agreement ID: BNIQ7479

Created: February 19, 2025

Prepared by: Abby Wirth

Contract 7611 - Backup and DR Addendum

2915 Waters Road Suite 105
Eagan
Minnesota
55121
USA

Agreement ID:	BNIQ7479
Plan/s Changes:	BlueSecure Managed Backup;
Original Plan/s Start Date:	December 01, 2024
Additional Service Start Date:	May 01, 2025
Additional Services Term:	36 Months
Client Name:	City of Shorewood
Billing Address:	5755 Country Club Road Shorewood MN 55331
Additional Location/s Covered Under Plan:	Shorewood, MN
Client Contact Person:	Marc Nevinski
Telephone:	
Email:	mnevinski@ci.shorewood.mn.us
:	

SERVICES AND BENEFITS: The following services and benefits for the above-designated location/s (the "Locations") and plans (the "Plan/s") are listed on the Blue Net website **HERE** (www.bluenetinc.com/plans.pdf).

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AMENDMENTS TO PLAN: The following amendments to original Plan/s, Plan Components, and rates are listed below:

BlueSecure Backup Plan
Monthly Recurring

Description	Price	Quantity	Amount
Monthly Recurring **BlueSecure Managed Backup 12TB Onsite / 12TB Cloud** BlueSecure Managed Backup 12TB Onsite / 12TB Cloud	$999.00 Each	1	$999.00

BlueSecure Backup Onboarding
One-Time

Description	Price	Quantity	Amount
BlueSecure Managed Backup 12TB - Onboarding BlueSecure Managed Backup 12TB - Onboarding	$3,699.00 Each	1	$3,699.00

One-Time	$3,699.00
Monthly	$999.00
Tax	$300.54
Total	$4,998.54

A. **ACTIVATION:** Additional non-refundable activation charge will be included on the next month's billing.

B. **ONBOARDING:** Additional non-refundable onboarding charges will be included on the next month's billing. Any additional users, devices, or services added to a Plan after the initial onboarding may incur onboarding charges at that time.

C. **CHANGES TO INVESTMENT:** Below is a summary of the changes to the initial investment of the original Plan agreement. The changes listed below will be in addition to the original investment.

Additional Monthly Billing (Recurring):	$999.00
Additional Activation and Onboarding (One Time):	$3,699.00
SUBTOTAL: ***Subtotal does not include applicable sales tax***	$4,698.00

By signing below, Client agrees to the original terms of the Plan/s, including all charges. Our standard Terms and Conditions are listed for reference. Any sales tax listed is only an estimate, Blue Net will assess final applicable sales and local taxes on the invoice.

(Marc Nevinski)

Company: City of Shorewood

Name: Marc Nevinski

Date:

(Adam Wittke)

Blue Net, Inc.

Name: Adam Wittke

Date:

END OF DOCUMENT

BLUENET

STATEMENT OF WORK

City of Shorewood

Marc Nevinski

SoW Information

Statement of Work: BNIQ7609

Created: February 18, 2025

Expiration date: April 16, 2025

Prepared by: Abby Wirth

Statement of Work

Introduction

Blue Net, Inc. (Blue Net) is pleased to present this proposal for the City of Shorewood VMware to Scale, Domain Controller upgrade, and Server Hardware Replacement project. This statement of work outlines the services and work Blue Net will deliver for a successful project. The server hardware will be provided by Blue Net and is listed in the quote below. Any project engineering documentation (if included) will be completed three (3) weeks after the project work has been completed.

Deliverables & Terms

Project Management:

Blue Net will be the main point of contact regarding this project. The Blue Net project manager will manage the installation timeline; schedule technicians, engineers, installers and/or subcontractors, and coordinate work with any additional vendors, service providers, ISP's or Telecom's involved with the installation.

Requirements:

Blue Net shall work with City of Shorewood to provide the following to ensure the mutual success of meeting all project deliverables per specified timeline. Delays or changes in providing the below items may result in the initiation of a change order.

- Work will be completed during normal business hours, Mon - Fri 8am to 5pm. Any work done outside of these hours will require a change order.
- Identification of one key point of contact who shall be responsible for:
    - Signoffs and approvals.
    - Confirmation of completion of below requested items
    - Providing additional project contacts to Blue Net (service providers, ISP's, Telecom's, etc.)
    - Requested information to complete project (IP addresses, usernames & passwords, licensing information, etc.)
- Uninterrupted access to the space during normal business hours of 8 AM – 5 PM, Monday through Friday (if project requires onsite installation)
- Remote Access to servers, firewall's, and or other networking equipment where work is to be completed.
- Responding to IT information requests three (3) days prior to Blue Net starting work onsite.
- City of Shorewood furnished equipment must be in good working condition. Blue Net is not responsible for any damage and nonfunctional City of Shorewood equipment. Delays caused by furnished equipment may be charged back in a change order.

Work to be Completed:

Below is a list of the work will complete per the scoping discussion with City of Shorewood:

- Work will be completed both on-site and remotely
- Rackmount new Scale Computing Nodes
    - Cable power and network (needs 6 Ethernet ports)
    - Label each Scale Node
- Configure Scale Management
- Build an additional Windows Server 2022 Domain Controller
    - Migrate FSMO roles to new DC's
    - Demote and remove old DC's
- Build new Windows Server for Laserfiche
    - New Laserfiche web server
    - Work with Laserfiche to install new Laserfiche Web Server
- Convert the following servers from VMware to Scale VM's
    - COS-DC01
    - 00178-01-SRV01
    - 00178-01-SRV02
- Enable Encryption on Windows Server's
    - Use Microsoft Bitlocker
    - Ensure Encryption Key Storage is backed up
- Configure and setup Backup
    - Install Acronis Agents on Windows Servers
- Document new Scale Cluster and update any existing documentation

Change Order Process:

When the scope of work is agreed upon, any changes to that scope must be requested as a change order. The purpose of a change order is to make official changes to the existing project SOW. Change requests shall be submitted in written form so that both parties fully understand the request. Change orders may include additional fees or credits and may impact project completion dates, dependent on the scope. Once the need for a change order is identified, the Blue Net team will present you with a change order document outlining additional costs (or credits) along with an updated SOW detailing what has changed. Work cannot proceed without City of Shorewood formal approval of the change.

Server Replacement - Hardware
One-Time

Description	Amount
Scale Computing HE153 Chassis Intel Core i5-1350P 64GB DDR4 RAM 4TB NVMe SSD 2-Port 2.5Gb NIC	$5,907.00
Scale Computing HE151 (tall) 3-Node 2U Rackmount	$299.00

Scale Computing HE151 (tall) 3-Node 2U Rackmount	
5 Year HW Support for Scale Computing HCI Appliance 5 Year HW Support for Scale Computing HCI Appliance	$599.00

Licensing and Subscriptions

One-Time

Description	Price	Quantity	Amount
Windows Server 2025 Standard - 2 Core License Pack (Perpetual) Windows Server 2025 Standard - 2 Core License Pack (Perpetual)	$147.00 Each	54	$7,938.00
Scale Computing HyperCore - Subscription license (5 years) + Software Support - 1 site, up to 5 to 15 workloads Scale Computing HyperCore - Subscription license (5 years) + Software Support - 1 site, up to 5 to 15 workloads	$5,799.00 Each	1	$5,799.00

Project Labor - Per SoW

One-Time

Description	Amount
Project Labor Advanced Support Per SoW above	$6,000.00
Scale Computing ScaleCare - Premium Install - Service Scale Computing ScaleCare - Premium Install - Service - Technical - REQUIRED General Portion of the Project	$2,950.00

One-Time	$29,492.00
Estimated Tax	$2,396.23
Total	$31,888.23

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Product Terms & Conditions

This Statement of Work/confirmation of sale (the "**Sales Confirmation**") and the terms and conditions (the "**Terms**" and collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

By executing this Sales Confirmation, below, Buyer is expressly acknowledging that it has reviewed, and accepts, the Terms which are found HERE (www.bluenetinc.com/terms). **Such Terms are hereby incorporated as part of the Agreement by this reference. Buyer further expressly acknowledges that the signing party, below, is an authorized representative of Buyer's company with requisite authority to bind Buyer's company to the Agreement.**

The parties to this Agreement agree that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. Ann. § 325L.01 et seq.) as amended from time to time.

Quote - New Server and Domain Controller Upgrade - 2025

BLUENET
IT Without Boundaries

2915 Waters Road Suite 105
Eagan
Minnesota
55121
USA

Prepared For

Marc Nevinski
City of Shorewood
5755 Country Club Road
Shorewood
MN
55331

Phone:
Email:
mnevinski@ci.shorewood.mn.us

Prepared By

Abby Wirth
Account Executive
Blue Net, Inc.

Phone: 651-203-8822
Email: awirth@bluenetinc.com

Statement of Work Information

SoW#	BNIQ7609
Created	February 18, 2025
Expires	April 16, 2025

Document amount summary

One-Time	$29,492.00
Tax	$2,396.23
Total	$31,888.23

Payment terms

Collect Amount	$31,888.23
Amount Payable	$31,888.23
Remaining Balance	$0.00

We hope you find this acceptable; if you have any questions please let us know. If you wish to proceed, please accept the Statement of Work. By signing below, you agree to our standard Terms & Conditions. Any sales tax listed is only an estimate. We will assess final applicable sales and local taxes on the invoice. We reserve the right to cancel orders arising from pricing or other errors.

Name: Marc Nevinski

Date:

(Marc Nevinski)

END OF DOCUMENT

BLUENET

STATEMENT OF WORK

City of Shorewood

Marc Nevinski

SoW Information

Statement of Work: BNIQ7635

Created: March 13, 2025

Expiration date: April 16, 2025

Prepared by: Abby Wirth

Statement of Work

Introduction

Blue Net, Inc. (Blue Net) is pleased to present this proposal for the City of Shorewood Network and Data Closet Cleanup project. This statement of work outlines the services and work Blue Net will deliver for a successful project. Any post project documentation (if included) will be completed three (3) weeks after the project work has been completed.

Deliverables & Terms

Project Management:

Blue Net will be the main point of contact regarding this project. The Blue Net project manager will manage the installation timeline; schedule technicians, engineers, installers and/or subcontractors, and coordinate work with any additional vendors, service providers, ISP's or Telecom's involved with the installation.

Requirements:

Blue Net shall work with City of Shorewood to provide the following to ensure the mutual success of meeting all project deliverables per specified timeline. Delays or changes in providing the below items may result in the initiation of a change order.

- Work will be completed during normal business hours, Mon - Fri 8am to 5pm. Any work done outside of these hours will require a change order.
- Identification of one key point of contact who shall be responsible for:
    - Signoffs and approvals.
    - Confirmation of completion of below requested items
    - Providing additional project contacts to Blue Net (service providers, ISP's, Telecom's, etc.)
    - Requested information to complete project (IP addresses, usernames & passwords, licensing information, etc.)
- Uninterrupted access to the space during normal business hours of 8 AM – 5 PM, Monday through Friday (if project requires onsite installation)
- Remote Access to servers, firewall's, and or other networking equipment where work is to be completed.
- Responding to IT information requests three (3) days prior to Blue Net starting work onsite.
- City of Shorewood furnished equipment must be in good working condition. Blue Net is not responsible for any damage and nonfunctional City of Shorewood equipment. Delays caused by furnished equipment may be charged back in a change order.

Work to be Completed:

Below is a list of the work will complete per the scoping discussion with City of Shorewood:

- All work will be completed onsite
- Depreciate and remove old equipment
    - Remove older ESXi hosts from vCenter
    - Remove old HP / HPE Servers
    - Remove old backup storage and SAN devices
    - Remove old UPS that is not functional
    - Wipe and recycle equipment
- Re-cable patch panel and switches
    - Use shorter patch cables
    - Clean up Networking equipment
        - Remove any old networking equipment
- Move functioning UPS to bottom of rack
    - Re-cable all power cabling to UPS
- Update any changes to existing documentation
    - Create new Rack Diagram
- **Additional Equipment or Materials maybe needed based on findings during clean up. A change order will be issued for additional needs.**

Change Order Process:

When the scope of work is agreed upon, any changes to that scope must be requested as a change order. The purpose of a change order is to make official changes to the existing project SOW. Change requests shall be submitted in written form so that both parties fully understand the request. Change orders may include additional fees or credits and may impact project completion dates, dependent on the scope. Once the need for a change order is identified, the Blue Net team will present you with a change order document outlining additional costs (or credits) along with an updated SOW detailing what has changed. Work cannot proceed without City of Shorewood's formal approval of the change.

SoW Labor
One-Time

Description	Amount
Project Labor Project Labor - Per SoW listed above	$3,200.00

Cabling and Parts
One-Time

Description	Price	Quantity	Amount
C2G 1ft Cat6 550MHz Snagless networking cable Black 11.8" (0.3 m) C2G 1ft Cat6 550MHz Snagless. Cable length: 11.8" (0.3 m), Connector 1: RJ-45, Connector 2: RJ-45, Product color: Black	$3.00	52	$156.00

Upfront	$3,356.00
Estimated Tax	$0.00
Total	$3,356.00

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Product Terms & Conditions

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By executing this Sales Confirmation, below, Buyer is expressly acknowledging that it has reviewed, and accepts, the Terms which are found HERE (www.bluenetinc.com/terms). **Such Terms are hereby incorporated as part of the Agreement by this reference. Buyer further expressly acknowledges that the signing party, below, is an authorized representative of Buyer's company with requisite authority to bind Buyer's company to the Agreement.**

The parties to this Agreement agree that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. Ann. § 325L.01 et seq.) as amended from time to time.

Quote - Data and Network Closet Clean Up - March 2025

BLUENET
IT Without Boundaries

2915 Waters Road Suite 105
Eagan
Minnesota
55121
USA

Prepared For

Marc Nevinski
City of Shorewood
5755 Country Club Road
Shorewood
MN
55331

Phone:
Email:
mnevinski@ci.shorewood.mn.us

Prepared By

Abby Wirth
Account Executive
Blue Net, Inc.

Phone: 651-203-8822
Email: awirth@bluenetinc.com

Statement of Work Information

SoW#	BNIQ7635
Created	March 13, 2025
Expires	April 16, 2025

Document amount summary

One-Time	$3,356.00
Total	$3,356.00

Payment terms

Collect Amount	$2,517.00
Amount Payable	$2,517.00
Remaining Balance	$839.00

We hope you find this acceptable; if you have any questions please let us know. If you wish to proceed, please accept the Statement of Work. By signing below, you agree to our standard Terms & Conditions. Any sales tax listed is only an estimate. We will assess final applicable sales and local taxes on the invoice. We reserve the right to cancel orders arising from pricing or other errors.

Name: Marc Nevinski

Date:

(Marc Nevinski)

END OF DOCUMENT

City of Shorewood

City Council Meeting Item

Item 2Q

Title/Subject:	**Recycling RFP**
Meeting Date:	March 24, 2025
Prepared by:	Eric Wilson, Communications & Recycling Coordinator
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Recycling & Organics Services Request for Proposals**

Background

The City currently contracts with Republic Services for organized recycling collection. The current contract term will expire December 31, 2025. At its June 10, 2024, work session, the Council stated its intention to issue an RFP in 2025 for recycling and possibly curbside organics collection.

At its March 10, 2025, work session, the Council reviewed a draft of the RFP and provided guidance to City staff regarding overall goals of the RFP, important selection criteria, and comments and questions on the scenarios and engagement plan. The following items were discussed. Revisions to the RFP have been made to address these items where applicable:

Public Engagement

To best understand residents' needs and determine the best proposal match, City staff will collect feedback via an online survey. The goals of the survey will be to understand behavior and habits, attitudes toward recycling and organics collection, and satisfaction with current recycling and trash services. Responses to the survey will be limited to one (1) entry per household. The survey is scheduled to be made available on April 14, 2025 and closed on May 30, 2025. The survey will be shared and marketed via the May-June ShoreReport, the City's website, electronic newsletters, and social media.

Customer Service Measurement

The measurement of customer service will be determined by responses to questionnaires prepared by the proposer as well as from proposers' references. The resident survey results will also provide additional information regarding the level of customer satisfaction with current haulers licensed in Shorewood.

RFP Outreach

Once published, City Staff will share the RFP with currently licensed haulers in the City of Shorewood. Shorewood's Recycling Coordinator will reach out to their network of other recycling staff at other cities across the Twin Cities Metro Area to build a list of and reach out to additional haulers who provide single-sort and organics recycling services.

How to Submit Proposals

Proposals shall be postmarked and submitted to the City of Shorewood City Clerk no later than Friday, May 30, 2025, 4:30 p.m. CST, to be considered eligible. Proposers must include seven (7) printed copies and one electronic copy of the proposal on a flash drive inside the sealed envelope. The proposal file must be formatted in PDF or a suitably compatible alternative. Only the company names of the

Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.

Proposed Timeline & Contract Terms
The Council discussed the below proposed timeline and length of contract terms. While there was some discussion around revising the time of a 5-year contract, Council came to an agreement that the 5-year contract term is appropriate for now and revisions to the timeline may be discussed in the future once more information is made available on the organics recycling requirement.

Proposal & Selection Task	**Date**
RFP Published	April 1, 2025
Resident Survey	April 14, 2025 – May 30, 2025
Notification of Intent	April 18, 2025
Deadline for Proposers to Submit Questions	May 2, 2025, 4:30 p.m. CST
Responses to Questions Published	May 16, 2025
Submittal Deadline	May 30, 2025, 4:30 p.m. CST
Review and Selection	June 9, 2025 – July 31, 2025
Contract Execution Deadline	August 31, 2025
Contract Term	January 1, 2026 – December 31, 2030

Proposed Recommendations to Council
Staff will report back to Council with an analysis of all received proposals. This analysis is tentatively scheduled to be available in June 2025.

Financial Considerations
The Recycling Fund is funded through user fees. These fees may need to be adjusted under a new contract or if new services (curbside organics) are added.

Action Requested
Motion to approve the recycling RFP for issuance.

City of Shorewood

REQUEST FOR PROPOSALS (RFP)

Residential Curbside Recycling and Organics Material Collection Services

Posted: April 1, 2025
Deadline: May 30, 2025, 4:30 p.m. CST

The City of Shorewood, MN seeks a qualified company to provide curbside single-sort recycling services, along with potentially providing curbside organics material collection services.

City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
952-960-7900

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1. INTRODUCTION

This request for proposals (RFP) defines the service standards, specifications and proposal requirements of the residential recycling collection and organics materials collection programs for the City of Shorewood.

The City of Shorewood seeks, at minimum, to enter in a single-sort recycling contract with a company that has the resources and ability to provide curbside residential recycling services. In addition, the City seeks to enter into a possible contract with a company that has the resources and ability to provide organic materials collection for residential properties for the entire city if this aligns with direction from residents and City Council.

The City of Shorewood will accept and evaluate proposals for residential recycling and organics material collection services including collection, processing, and marketing. The goals are to:

A. Maximize the participation;
B. Maximize the amount of recyclable materials collected;
C. Achieve the most cost-effective solution; and,
D. Reduce the amount of waste sent to the Waste to Energy Facility or Landfill.

2. BACKGROUND AND HISTORY

Shorewood currently provides biweekly curbside collection for all single-family households. Collection days are Wednesday on the "mainland" and Thursday on the islands. The above-mentioned collection days are the same as municipal solid waste (MSW) collection days and will change only as MSW collection changes.

Shorewood uses several forms of communication to promote the recycling and waste reduction program. We have a monthly newsletter, a website, and social media. The Proposer shall work cooperatively with City of Shorewood staff in creating promotional materials for each of these media.

The current population of Shorewood is approximately 7,500. We have approximately 3,001 residences eligible for the curbside collection.

Shorewood residents placed 748 tons of material for collection in 2024. On average, there were 5,334 stops per month. The charts below provide additional details.

Resident Participation Rates & Materials (2024)

Month	Pounds	Recycling Part %	Actual Stops	Possible Stops
January	176,019	96%	7,386	7,680
February	97,276	96%	4,924	5,120
March	109,128	96%	4,924	5,120
April	113,390	96%	4,924	5,120
May	124,595	96%	4,924	5,120
June	127,314	96%	4,924	5,120
July	182,993	96%	7,386	7,680
August	110,340	96%	4,924	5,120
September	107,501	96%	4,924	5,120
October	110,516	96%	4,924	5,120
November	122,927	96%	4,924	5,120
December	114,227	96%	4,924	5,120
Total	**1,496,226**			

Materials	%
OCC	32.80%
Mixed Paper	31.50%
Glass	13.50%
PET	5.70%
Tin	1.29%
Pigmented	1.16%
Natural	1.09%
PP#5	0.06%
Residual	12.90%
Total	100.0%

3. CONTRACTOR SELECTION PROCESS AND SCHEDULE

3.1 Contractor Selection Process

To the best of the ability, the City will use the following process for its decision-making:

- City staff will review and analyze the details of the qualified submitted proposals (see Section 3.2, "Evaluation Criteria"). The City reserves the right to ask Proposers for additional information/clarification to better understand the proposals. City staff will prepare an analysis of all proposals, and rank recommendations in order of priority to City Council.
- City staff will negotiate with the selected Proposer. If negotiations with top-ranked Proposer are not successful, the City may then initiate negotiations with the second ranked Proposers, and so on.
- Once a draft contract has been successfully negotiated, City staff will present its recommendations to City Council. The City Council may then award the contract and authorize staff to execute it.
- The new recycling contract will commence as determined by the contract.

3.2 Evaluation Criteria

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package, including (but not limited to):

- Strength of qualifications of the Proposer (together with any proposed subcontractor, if any), especially related to the needs of the City. Qualifications will include (but not be limited to) the proven capacities of the Proposer (and any subcontractor) to meet the operational requirements of the City.
- Comments from the Proposer's reference clients.
- Innovations proposed to increase participation and recyclable material quantities collected.
- Innovations proposed to improve public education about recycling to all residents.
- The price of recycling services.
- Overall, net annual cost to the City.
- Responsiveness of the proposer to all other provisions of this RFP.

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied. The City reserves the right to consider other criteria in their review of proposals.

3.3 Schedule

Proposal & Selection Task	Date
RFP Published	April 1, 2025
Notification of Intent	April 18, 2025
Deadline for Proposers to Submit Questions	May 2, 2025, 4:30 p.m. CST
Responses to Questions Published	May 16, 2025
Submittal Deadline	May 30, 2025, 4:30 p.m. CST
Review and Selection	June 9, 2025 – July 31, 2025
Contract Execution Deadline	August 31, 2025
Contract Term	January 1, 2026 – December 31, 2030

3.4 Notification of Intent
Prospective Proposers interested in responding to this RFP shall notify the City in writing (emails are acceptable) of their interest in proposing. Notifications of intent shall be sent to:

Sandie Thone, City Clerk
5755 Country Club Road
Shorewood, MN 55331
sthone@shorewoodmn.gov

Notifications shall include name, title, address, phone number, email address and an itemized list of each Prospective Proposer intends to submit proposals to. Notification of intent must be made by Friday, April 18, 2025, 4:30 p.m. CST.

3.5 Requests for Clarification
Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing to the City Clerk by Friday, May 2, 2025, 4:30 p.m. CST. All questions and requests for more information and the City response will be summarized in writing and forwarded to all other qualified Proposers on or before Friday, May 16, 2025, 4:30 p.m. CST. Any other unauthorized contact with other City staff or City Council members will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and released through the date of final contract award (including authorization for execution) by the City Council.

3.6 Proposers May Team with Other Companies
It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Proposer-Subcontractor relationships must be explicitly described in each proposal scenario. The City will only contract with one primary Contractor for the recycling services.

Multiple Proposers may team up with other complimentary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

3.7 How to Submit Proposals
Proposals shall be postmarked and submitted to the City of Shorewood City Clerk no later than Friday, May 30, 2025, 4:30 p.m. CST, to be considered eligible. Proposals shall be submitted in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Recycling Services Proposal
c/o Sandie Thone, City Clerk
5755 Country Club Road
Shorewood, MN 55331

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Proposers must include seven (7) printed copies and one electronic copy of the proposal on a flash drive inside the sealed envelope. The proposal file must be formatted in PDF or a suitably compatible alternative. Only the company names of the Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.

3.8 Proposals May Be Rejected in Whole or Part

The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost, and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in this RFP or the respondent's reply.

3.9 RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Proposer may become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

4. PROPOSAL CONTENT

At minimum, Proposers must submit a proposal for the Single-sort Recycling Collection Scenario (*see section 5.1 Single-Sort Scenario*), along with responses to accompanying *Attachments A, B & C*. Organic Materials Collection Scenario *(see section 5.2 Organics Material Collection)* and Alternate Scenario (*see section 5.3 Alternate Scenario*) are optional. If an alternate scenario is proposed, it will be considered using the same evaluation criteria and process as the recycling or organic scenarios. Alternate proposals must have clear and complete descriptions of the proposed operations to be considered.

4.1 Price Worksheets and Questionnaires

Prospective Proposers must complete a price worksheet and questionnaire as part of each proposal they submit (*see Attachments A, B, C*). In addition, Proposers may complete an additional alternate price worksheet if their proposed system does not fit into one of the other scenarios.

Qualified proposals must include at least the following elements for each scenario:

- Completed price worksheets (see Attachment A)
- Completed responses to contractor questionnaire (see Attachment B)
- Completed responses to scenario questionnaire (see Attachment C)

5. PROPOSAL SCENARIOS

5.1 Single-Sort Recycling

To meet RFP requirements, proposers must submit a single-sort proposal scenario. The single-sort system is one in which residents place their city designated recyclables into one container for collection. Proposer agrees to provide residential recycling services to all households.

5.1.1 Single-Sort Start Date

The start date for any new single-sort recycling contract, if such a contract is awarded by the City, shall be January 1, 2026. Proposers may suggest an alternative “change date” to start the new single-sort recyclables collection service, but this must be clearly specified in their response to this RFP.

5.1.2 Collection Vehicle Equipment Requirements

All collection vehicles used in the performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes. Appropriate container vehicles shall be used that are in proper working condition and that prevent loss in transit of liquid or solid cargo. All vehicles shall be kept clean and as free from offensive odors as possible.

5.1.3 Recycling Containers

Proposer shall provide containers for single-stream collection programs. The Proposer will maintain an inventory of new and replacement containers and will be required to service and repair damaged containers. The Proposer shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of the contract.

5.1.4 Collection

Except for selected multifamily dwellings, all organics material collection services will occur at the curbside. All collection operations commence no earlier than 7:00 a.m. and are completed by 6:00 p.m. on the scheduled collection day. The Proposer shall collect from each participating household, all acceptable materials that have been prepared according to publicized procedures.

Proposer shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Proposer shall have no responsibility to remove any items that are not recyclable materials.

5.1.5 Collection Days

The current collection days are Wednesday for mainland areas of the City, and Thursday for the island properties. Delayed pick-ups due to holidays shall be designated in the final contract.

5.1.6 Collection Frequency

Single-sort recyclables shall be collected bi-weekly. An alternate collection frequency can be submitted under Scenario C: Alternate Scenario. If an alternate scenario is proposed, it will be considered using the same evaluation criteria and process as other scenarios.

5.1.7 Missed Collection Policy and Procedures
Residents will be directed to call the Proposer or City for missed collection and other service issues.

5.1.8 Non-Completion of Collection and Extension of Collection Hours
Proposer shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

5.1.9 Weighing of Loads
Proposer will keep accurate records consisting of an approved weight slip or electronic equivalent.

5.1.10 Reporting
Proposers must adequately report how they will track customer service reports, participation rates, tonnages and contamination rates.

5.1.11 Publicity, Promotion and Education
The Proposer shall work with the City to prepare and distribute recycling information to residents each year.

5.2 Organics Material Collection
The organic material collection scenario is one in which residents place their organics recycling into one container for collection. The proposer shall collect the organics, transport and unload at an organic processing facility. Proposer agrees to provide curbside organics services to all households.

5.2.1 Organics Material Collection Start Date
Because curbside organics services are currently not required, the start date for any organics contract, if such a contract is awarded by the City, is currently unknown. The City anticipates that Hennepin County. Minn. Stat. § 473.149 will determine a start date for curbside organic collection. Proposers may suggest any date within the five-year proposed contract period to start the new organic collection service, but this must be clearly specified in their response to this RFP.

5.2.2 Vehicle Equipment Requirements
All collection vehicles used in the performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes. Appropriate container vehicles shall be used that are in proper working condition and that prevent loss in transit of liquid or solid cargo. All vehicles shall be kept clean and as free from offensive odors as possible.

5.2.3 Organics Recycling Containers
Proposer shall provide containers for organics material collection programs. The Proposer will maintain an inventory of new and replacement containers and will be required to service and repair damaged containers. The Proposer shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of the contract.

5.2.4 Collection
Except for selected multifamily dwellings, all organics material collection services will occur at the curbside. All collection operations commence no earlier than 7:00 a.m. and are completed by 6:00 p.m. on the scheduled collection day. The Proposer shall collect from each participating household, all acceptable materials that have been prepared according to publicized procedures.

Proposer shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Proposer shall have no responsibility to remove any items that are not recyclable materials.

5.2.5 Collection Days
The current collection days are Wednesday for mainland areas of the City, and Thursday for the island properties. Delayed pick-ups due to holidays shall be designated in the final contract.

5.2.6 Collection Frequency
The frequency in which organic recycling services would occur has not been determined. Proposers that are responding to the organics material collection scenario must suggest collection frequency in their response to this RFP on Worksheet A.

5.2.7 Missed Collection Policy and Procedures
Residents will be directed to call the Proposer or City for missed collection and other service issues.

5.2.8 Non-Completion of Collection and Extension of Collection Hours
Proposer shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

5.2.9 Reporting
Proposers must adequately report how they will track customer service reports, participation rates, tonnages and contamination rates.

5.2.10 Publicity, promotion and education
The Proposer shall work with the City to prepare and distribute information to residents each year.

5.3 Alternate Scenario
Proposers may elect to also submit a proposal for an alternate scenario that does not conform to the specifications listed in the single-sort or organic RFP scenarios as described above.
Alternate scenarios could include major changes in the system such as:

- Alternate collection method, i.e. compostable bag instead of cart for organics or other method.
- Alternate collection frequency.
- Other innovative proposals.

ATTACHMENT A: PRICE WORKSHEETS

All Proposers must fill out at least one price worksheet with each proposal scenario. Multiple scenarios may be submitted. Proposers may fill in the attached form or use their own similar format; however, the contents in the attached price worksheet must be included if alternate formats are submitted.

If the Proposer proposes under any alternate proposal scenarios, the proposal must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.)

The proposed price per household charge to the City for all recycling services must be completed for each scenario.

Single-Stream Recycling Collection Scenario

Year (January-December)	Number of stops (per month)	Collection Rate (per household/month)	Processing Fee (per household/month)	Total Rate (per household/month)
2026				
2027				
2028				
2029				
2030				

Organics Material Collection Scenario

Year	Start-End Date	Number of stops (per month)	Collection Rate (per household/month)	Processing Fee (per household/month)	Total Rate (per household/month)
2026					
2027					
2028					
2029					
2030					

ATTACHMENT B: CONTRACTOR QUESTIONNAIRE

Please provide the requested information to the items listed below. All questions should be answered fully in order to provide the City with an understanding of the services you would provide. Information and answers can be attached on separate sheets as needed.

Qualified proposals must include at least the following elements:

1. Name and Address of Contractor.
2. Are you currently a Licensed Solid Waste Collector with the City? If not, do you intend to do so prior to a contract being signed?
3. Provide names and titles of key personnel and related tasks they would perform during the transition and during the term of the Agreement. Include personnel that would handle Shorewood during the operation of recycling service.
4. How many years have you been engaged in residential recycling collection?
5. How many years have you been engaged in residential organics collection?
6. List current and past municipal recycling contracts you have had in the past 15 years. If applicable, list the date when the contract ended and the reason for the loss of a contract.
7. List current and past municipal organics contracts you have had in the past 15 years. If applicable, list the date when the contract ended and the reason for the loss of a contract.
8. Provide contact information for three references from cities where you have recently provided residential recycling services of similar size and scope. Contact information should include Organization Name, Contact Person Name, Email Address, and Phone number.
9. Describe any new contracts you have recently begun in the last 5 years. Provide a detailed list of the steps you took to ensure the contract transition was successful both from a field and customer service perspective. As a new provider, what issues or problems did you encounter and how did you deal with those issues? What challenges do you expect with this contract?
10. List company, locations and contact person for the materials processing facility for recyclables and organic materials.
11. How do you minimize missed pickups when starting a new contract and when new drivers are added during the contract?
12. Describe the number, type, size and age of collection vehicles that will be used. What type of fuel do they use? Will there be additional vehicles available should one breakdown during service?
13. What new technologies or innovations have you added or are you considering adding to vehicles to better track materials, contamination, collection problems, etc. in the field?
14. Describe how you will staff and deliver excellent customer service for this contract. Including information regarding service during route collection and office support.
15. Specify if and how you will change your capacity (i.e., staff, vehicle fleet and processing / marketing) to fulfill the Agreement, if awarded.
16. State your company safety philosophy. Provide written, signed confirmation that all required safety plans are on file and available for review upon request. Include your safety manager's name and contact information (i.e., phone number, e-mail) in the proposal.
17. Describe any environmentally sustainable initiatives in the Twin Cities Metropolitan Area (TCMA) that are currently a part of your company's business operations. List any future plans for your operations in the TCMA.

ATTACHMENT C: SCENARIO QUESTIONNAIRE

Please provide requested information to the items listed below. All questions should be answered fully in order to provide the City with an understanding of the services you would provide for each scenario. Information and answers can be attached on separate sheets as needed.

1. What are your policies and truck-side procedures to manage prohibited items that residents may place in carts?
2. What is your proposed cart color, lid color or other labels?
3. Describe the methods you propose to use to perform recycling participation study for both set-out and participation rate.
4. Describe your interest and capability of adding materials in the future. Please note the types of materials that may be included in the future.
5. Describe what you propose as plans for education to better the quality of the program, to increase participation and volume of materials collected, both initially and over the term of this contract for each scenario in which you have applied. Please describe in sufficient detail and include examples from other existing City programs, if applicable.
6. State your means to estimate process residuals from your (or subcontracted) recycling facility.
7. Describe plans for processing and marketing materials collected.
8. What is your proposed list of publicity and education tools? Please describe in sufficient detail and include examples from other existing City programs, if applicable.

City of Shorewood

City Council Meeting Item

Item
2R

Title/Subject:	**Municipal State Aid Street Designation**
Meeting Date:	Monday March 24, 2025
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director Public Works
Attachments:	**Letter from State Aid, Resolution, Overview Map**

Background

Municipal State Aid cities are allowed to designate up to 20% of their local street length as Municipal State Aid Streets and then receive funding from the state based on the designation. As of December 31, 2024, Shorewood has 50.30 miles of local roadways and designates 9.20 miles, or 18.3%, as part of the MSA system. Shorewood is allowed to designate up to 10.09 miles, or an additional 0.89 miles of roadway to maximize its allocation. One requirement of MSA routes is that they need to start and end at other MSA routes or higher jurisdictions such as county and state highways. Therefore, not all roadways are eligible to be added and it is often not practical to get to the full 20% designation.

Staff have reviewed the existing roadway system and determined that adding two additional segments would be beneficial to the city.

1. Yellowstone Trail from Lake Linden Drive to Minnetonka Drive (0.14 miles)
2. Minnetonka Drive from Yellowstone Trail to Smithtown Road (CSAH 19) (0.38 miles)

Financial Considerations

Shorewood was allocated $506,929 in State Aid funds in 2024, of which, $126,732 is allotted to General Maintenance and distributed to the city annually. The remaining $380,197 designated to the Construction Allocation and distributed as needed for MSA construction projects. Shorewood currently has a Construction Allocation balance of $1,993,188. It is estimated the added 0.52 miles of MSA streets would generate an additional $14,000 per year for the city. This number can fluctuate over time based on the MSA funding availability and the overall MSA needs throughout the state.

Action Requested

Motion to approve resolution establishing Municipal State Aid Streets.

A majority vote is required.

State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155

TO: Andrew Budde
Shorewood City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: March 11, 2025

SUBJECT: Municipal State Designations

The following Municipal State Aid Street designations will be approved when the *City Council resolution* has been received.

Extension of MSAS 110: *Yellowstone Trail*– from Lake Linden Drive to Minnetonka Drive (0.14 miles)

MSAS 117: *Minnetonka Drive*– from Yellowstone Trail to Smithtown Road (CSAH 19) 0.38 miles)

A Commissioner's Order will follow.

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2026 allotment. Include these revisions with your 2025 spring Needs update (*this year*).

Certification of Mileage Update Comments:
You can include these revisions on the *2025 Annual Certification of Mileage* that is due in January 2026.

	Available Mileage	0.89	2024 Certified Mileage
+	Revoked Mileage	0.00	
-	Designated Mileage	0.52	
	Remaining Available Mileage	0.37	

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

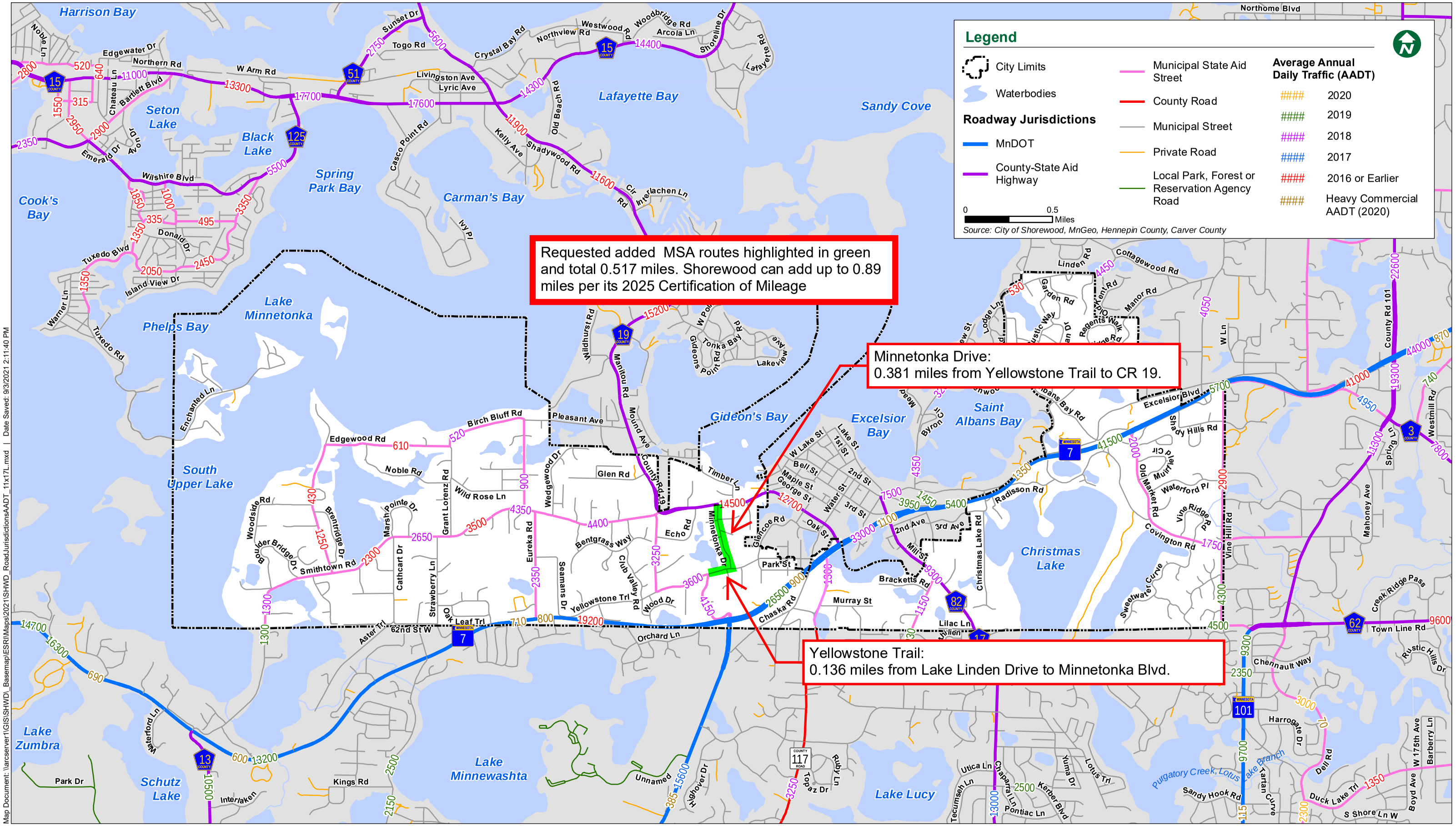
City of Shorewood

Roadway Jurisdictions & AADT

September 2021

BOLTON & MENK

Real People. Real Solutions.



CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-031

A RESOLUTION ESTABLISHING MUNICIPAL STATE AID STREETS

WHEREAS, Municipal State Aid cities are allowed to designate up to 20% of their local street length as Municipal State Aid Streets and then receive funding from the state based the designation; and

WHEREAS, Shorewood, as of December 31, 2024, has 50.30 miles of local roadways and designates 9.20 miles (18.3%) as part of the MSA system and are allowed to designate up to 10.09 miles, or an additional 0.89 miles; and

WHEREAS, Staff have reviewed the existing system and determined that the streets hereafter should be designated Municipal State Ais Street under the provision of Minnesota Law; and

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

1. The street is described as follows, to wit:
   a. Extension of MSAS 110: Yellowstone Trail – from Lake Linden Drive to Minnetonka Drive (0.14 miles)
   b. MSAS 117: Minnetonka Drive – from Yellowstone Trail to Smithtown Road (CSAH 19) (0.38 miles)

   Be, and hereby is established, located and designated a Municipal State Aid Street of Shorewood, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Clerk is herby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon their approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as a Municipal State Aid Street of the City of Shorewood, to be numbered and known as a Municipal State Aid Street.

Adopted by the City Council of Shorewood, Minnesota this 24th day of March 2025.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk - Shorewood

CITY OF SHOREWOOD **COUNCIL CHAMBERS**
PLANNING COMMISSION MEETING **5755 COUNTRY CLUB ROAD**
TUESDAY, MARCH 4, 2025 **7:00 P.M.**

DRAFT MINUTES

CALL TO ORDER

Chair Eggenberger called the meeting to order at 7:00 P.M. and welcomed new Planning Commissioners Longo and Magistad.

ROLL CALL

Present: Chair Eggenberger; Commissioners Longo, and Magistad; City Planner Griffiths; and, Council Liaison DiGruttolo

Absent: Commissioners Huskins and Holker

1. APPROVAL OF AGENDA

Longo moved, Magistad seconded, approving the agenda for March 4, 2025, as presented. Motion passed 3/0.

2. APPROVAL OF MINUTES

- **February 4, 2025**

Eggenberger moved, Magistad seconded, approving the Planning Commission Meeting Minutes of February 4, 2025, as presented. Motion passed 3/0.

3. MATTERS FROM THE FLOOR – NONE

4. PUBLIC HEARINGS – NONE

5. OTHER BUSINESS

A. Subdivision Ordinance Rewrite

City Planner Griffiths stated that this was intended as a discussion item to review the second half of the updates to the City's Subdivision Ordinance. He explained the Planning Commission had been working, for a number of months, on an update to a specific chapter within the City Code related to subdivision and had already gone line-by-line through the first half. He noted that tonight they were being asked to review the remainder of this chapter which would then move onto the City's consultant to incorporate their feedback and then brought back to the Commission to review the final version and make a recommendation to the City Council. He started the review of sections 1202.00 through 1202.06 and noted that most of the changes on the first few pages were administrative, in nature.

Commissioner Longo asked if there was a target date for when these changes should be completed.

DRAFT

City Planner Griffiths explained that the City did not have a specific target date but he anticipated that it could be completed by the end of April. He noted that he had highlighted a few sections throughout the document and explained that those were just references to State statute for the consultant to review.

Commissioner Magistad asked about section 1202.34, 'Minor Subdivision' and if the definition would be for two lots, but the lots could be any size.

City Planner Griffiths stated that was correct and explained that there was only a limitation on the number of lots, not their sizes.

Commissioner Magistad asked about the reason for not requiring a public hearing for a minor subdivision.

City Planner Griffiths explained that during the Commission's last discussion, there was some conversation related to the minor subdivision process and the review procedures. He noted that the current procedure was to come to the Commission and then onto the City Council, and the direction given at the last meeting was to tweak the approval process as a way to make it more efficient for applicants, since these were generally pretty straight forward.

Chair Eggenberger explained that the Commission had decided that staff would be able to handle that without having to get permission from the Commission.

City Planner Griffiths explained that if there were situations where there were variances, those would have to come to the Commission. He moved the discussion on section 1202.10 'Definitions' and reviewed some of the proposed changes but noted that many of there were substantially the same as they were in the current City code. He moved the discussion onto 1202.41 and explained that this section was essentially the meat and potatoes of the information that the City would be looking for in review of applications. He noted that sections 1202-42 and 1202.43 were also essentially the same as the current version and the changes were administrative and not policy driven. He referenced 1202.44 'Street and Alley Design' and explained that they had added more information to this section because, currently, the City did not have a lot of standard requirements, and this added more information and beefed up the existing rules. He referenced 1202-45 'Non-Motorized Connections' and explained that he was not sure why this section had been included within the City Code and the consultant had recommended that they leave it in because there was most likely a reason the City had adopted it in the past, even though this was not something that would typically be seen in a subdivision ordinance. He moved onto section 1202.46 'Easements' and noted that the City required standard easements on all lots and explained that section 1202.47 'Utilities' was much the same. He explained that the big change within the 'Utilities' section was from the last Commission meeting and the City Council workshop to require municipal water hook-ups for all subdivisions. He noted that he had worked in other cities and found that requiring municipal water hook-ups was a pretty standard requirement. He stated that in section 1202.48 'Drainage and Erosion Control' it essentially says that if you are going to develop a lot they needed to provide for erosion control, which was pretty basic stuff. He noted that the City did not need to have super strict rules in this area, because this was also something that the Minnehaha Watershed District handled and their rules were much more strict than the City's. He moved the discussion onto section 1202.50 'Improvements' and explained that much of this he would consider just common sense.

Chair Eggenberger asked if the condition of the streets changed with the size of the development.

City Planner Griffiths explained that he would say that they do, because if there was a larger development, such as the Country Club, the City had the opportunity to build wider roads, but many happen on existing roads, which can be very tiny.

Chair Eggenberger clarified that he was thinking of a minimum and asked if there was a minimum, no matter what the size of the development would be.

City Planner Griffiths stated that there was a minimum, but noted that would be located with the zoning regulations. He moved the discussion onto section 1202-52 'Financial Guarantee' and explained that City staff will negotiate a development agreement with an applicant and the guarantee would typically be a letter of credit from a bank or cash that would guarantee the City that the improvements that the developers said would be built would actually get built. He noted that section 1202.53 'Inspection' was also pretty standard and simply stated that the City had the right to inspect what would eventually be their infrastructure. He referenced section 1202.60 'Park Dedication' and noted that they may have veered off course from the initial scope of the update. He explained that former Planning Director Darling had been interested in expanding this section and as they had dug into it more, they discovered that they did not have enough information in order to update this section and give it due justice. He stated that what they were presenting tonight was kind of a 'Band-aid' that beefed up the language a bit more than the current language. He explained that the Park Commission was currently working on an update to the Park Master Plan and that information was really needed in order to be able to update this section and explained that it would likely be brought back again after the Park Commission completed their work on their Master Plan. He explained that the rest of this document was mainly administrative changes and reminded the Commission that staff was looking for feedback, concerns, or if there was anything the Commission felt still needed to be added.

Commissioner Magistad referenced something like water being stubbed to the property line as a requirement asked if there would be exceptions that would need to be made because not everyone had water stubbed to their property line.

City Planner Griffiths explained that the intent was that this would be set up so that, if water was not available, it would be presumed that there would not be the ability to subdivide or develop the property until it was available. He stated that on a case by case basis, the City would be able to consider a variance for unique circumstances but stressed that the intent of the policy would be that in most situations, subdivision would just have to wait until water was available.

Commissioner Magistad asked if it was appropriate to make that explicit within the ordinance.

City Planner Griffiths stated that there would be references in this section and noted that there was also a separate section in City Code that talked about water connections which is where the bulk of this information would be located.

Commissioner Magistad asked if City staff had any sort of forecast of where the subdivision requests may emanate from or an estimation of where the demand signals may come from.

City Planner Griffiths explained that in the City's Comprehensive Plan, they identified some of the larger areas in the City where there would be some development potential. He noted that Shorewood was pretty built out, but there were a few properties where things could happen. He explained that he can provide a map of this information to the Commission and noted that those areas were located along major roads and some of the larger estate lots. He noted that in the next Comprehensive Plan, the City would be doing that analysis again.

Chair Eggenberger stated that the Commission had discussed much of this before and noted that he had not seen anything in what was presented that gave him any concern.

City Planner Griffiths explained that this would likely come back for a Public Hearing at their meeting in April or May.

B. Nomination and Election of Officers

Chair Eggenberger noted that this was a bit unique because two of the Commissioners were absent tonight and two that were new Commissioners. He stated that he was of the opinion that the officers rotate positions every year and nominated Commissioner Huskins to serve as Chair and Commissioner Holker to serve as Vice-Chair in 2025.

Longo moved, Magistad seconded, to Appoint Commissioner Huskins as Chair and Commissioner Holker as Vice-Chair for the Planning Commission in 2025. Motion passed 3/0.

City Planner Griffiths noted that since Commissioners Huskins and Holker were not present, he wanted to let the Commission know that they would be able to revisit this vote in the future, if something came up. He explained that he would reach out to Commissioners Huskins and Holker to ensure that they were on board with serving in those positions.

C. 2025 Work Program and Schedule of Meetings

City Planner Griffiths reminded the Commission that this was an annual item for the Commission which gave them the opportunity to look and see what things they may be looking at in the future. He clarified that no vote was required on this item and explained that it was more of an acknowledgement and would be forwarded to the City Council for their next meeting. He stated that he wanted to ensure the Commission knew how limited staff time was right now within the Planning Department which was why the 2nd quarter work program was pretty light. He briefly highlighted some of the things included in the work program and outlined things that were going to be included in the State's legislative session and how that may effect the City and their work program. He reviewed the tentative Planning Commission meeting schedule and explained that he felt that they may need to talk about moving some of the meeting dates because of recent changes in the Park Commission meeting schedule.

D. Liaisons for Upcoming Council Meetings

Chair Eggenberger explained that the Commission gives a report to the City Council once a month to explained that had been discussed and to give details of their recommendations.

March 24, 2025 – Chair Eggenberger
April 28, 2025 – Commissioner Magistad
May 27, 2025 – Commissioner Longo

E. Monthly Training Topic: Planning Commission Roles and Responsibilities

City Planner Griffiths explained that this was a new addition to the Planning Commission meeting and stated that they intended to schedule in various training topics within the meetings, especially

if there was a light agenda. He gave a brief reviewing and explanation behind the roles and responsibilities of the Planning Commission as their first training topic.

Commissioner Magistad asked, when a Public Hearing occurred, if the Planning Commission meetings were broadcast live the way City Council meetings were.

City Planner Griffiths stated that they were not and explained that, right now, the meetings had audio recordings which is what the meeting minutes were based on and clarified that the Planning Commission meetings were not broadcast live.

Commissioner Magistad asked if there was any other channel for public comments on Planning Commission items.

City Planner Griffiths stated that when there are Public Hearings, staff sends out notices ahead of time, posted a sign on the property with details about the Public Hearing, published notice in the newspaper, and also sends out mailings to nearby residents. He noted that anyone from the public can submit comments, via letter or e-mail, ahead of the meeting and they would be included in the official record of the meeting.

Chair Eggenberger noted that, in the past, the Commission had received some training on 'precedent' and how there really was not a precedent and that each needed to be considered as separate and unique.

City Planner Griffiths confirmed that if there was actually any precedent, staff would call it out for the Commission, but noted that it would happen very rarely.

Commissioner Magistad asked if staff ever had different opinions or recommendations than the Commission.

City Planner Griffiths explained that the Commission and the City Council can overturn the recommendations made by staff.

Commissioner Magistad clarified that he was talking about the recommendations within City staff, such as the City Engineer and the Planning Department.

City Planner Griffiths stated that, typically, staff would work that out prior to the meeting and come to a consensus before it was presented to the Commission.

Chair Eggenberger noted that he had a few additional items that he felt should be discussed such as Commissioners talking to applicants outside of the meetings.

City Planner Griffiths stated that the simple answer is that they should not be talking to applicants outside of meetings. He noted that Shorewood was a small community so they may run into applicants at the grocery store or a sporting event, but it was better that they not engage in any discussion regarding the application or Commission business.

Commissioner Magistad asked what the attitude was about talking, via e-mail, between meetings with the other Commissioners.

City Planner Griffiths stated that he did not want to continue to use the word 'don't', but noted that there was something called the open meeting law, which would most likely be a future training

topic as well. He stated that all discussion should happen in the chambers, which meant that e-mail chains, phone calls, text messages, or posts on social media were all subject to the open meeting law. He explained that if staff sends an e-mail, they will blind carbon copy (bcc) the Commission, so nobody can accidentally hit 'reply all'. He noted that the Commission can have one-on-one conversations, such as e-mailing the Chair to let them know that they would not be able to attend a meeting, but beyond that, the Commission was supposed to be silent outside of the chambers. He noted that chance encounters with each other were fine, but cautioned them not to discuss any Commission items outside of this room.

Council Liaison DiGruttolo noted some training that she received that essentially said to never use 'reply all'.

6. REPORTS

A. Council Meeting Report

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

B. Draft Next Meeting Agenda

City Planner Griffiths stated that he expected the next meeting to have a full agenda which included the Public Hearing for the Subdivision Ordinance, rezonings related to medium density development, a variance application, a CUP amendment, and an Interim Use Permit.

Chair Eggenberger commended City Planner Griffiths for doing a good job running the Planning Commission meeting for the first time.

7. ADJOURNMENT

Magistad moved, Longo seconded, adjourning the Planning Commission Meeting of March 4, 2025, at 8:02 P.M. Motion passed 3/0.

City of Shorewood

City Council Meeting Item

Item
8A

Title/Subject:	**Turnback of Minnetonka Blvd and Vine Hill Rd to Hennepin County**
Meeting Date:	March 24, 2025
Prepared by:	Marc Nevinski, City Administrator
Attachments:	**Map of Roadway Segments** **Background Information from the City of Deephaven** **Resolution**

Background

The City of Deephaven is requesting support from the cities of Minnetonka, Greenwood, Excelsior and Shorewood to turnback Minnetonka Boluevard (CSAH 82) and Vine Hill Road (CSAH 5; the segment located north of Hwy 7 and located fully in Deephaven) to Hennepin County. These roads were turned over to the cities in 1971 when sewer was installed because the County did not permit open trench installations of utilities along its state aid highways. Deephaven's rationale is that the cities are disproportionately funding a share of the county operations relative to the services received. The shift in jurisdiction over the roadways back to the county will more directly reflect the current usage and equity in deferring those expenses over the greater regional area. The attached information prepared by the City of Deephaven provides more detail.

Shorewood staff have noted that Minnetonka Blvd is rather awkward for a county road and would expect the County would want it to connect more directly to other County roads or trunk highways. The roadway length in Shorewood is about three-quarters of a mile. Because most of Minnetonka Blvd runs through or is adjacent to other communities, it has been difficult for Shorewood to maintain the route consistently. In a December conversation among the cities, varying degrees of support were shared for the turnback request based on individual community priorities, but a desire to show regional support was expressed. Deephaven, Greenwood and Excelsior have all passed resolutions supporting the request. Commissioner Edelson will bring the resolutions to the County Board. While the turnback request may not be granted, it may spur other discussions about County investment in the south lake area. The Council should consider if it supports this request to Hennepin County. The resolution very closely reflects the one provided by and passed by the City of Deephaven.

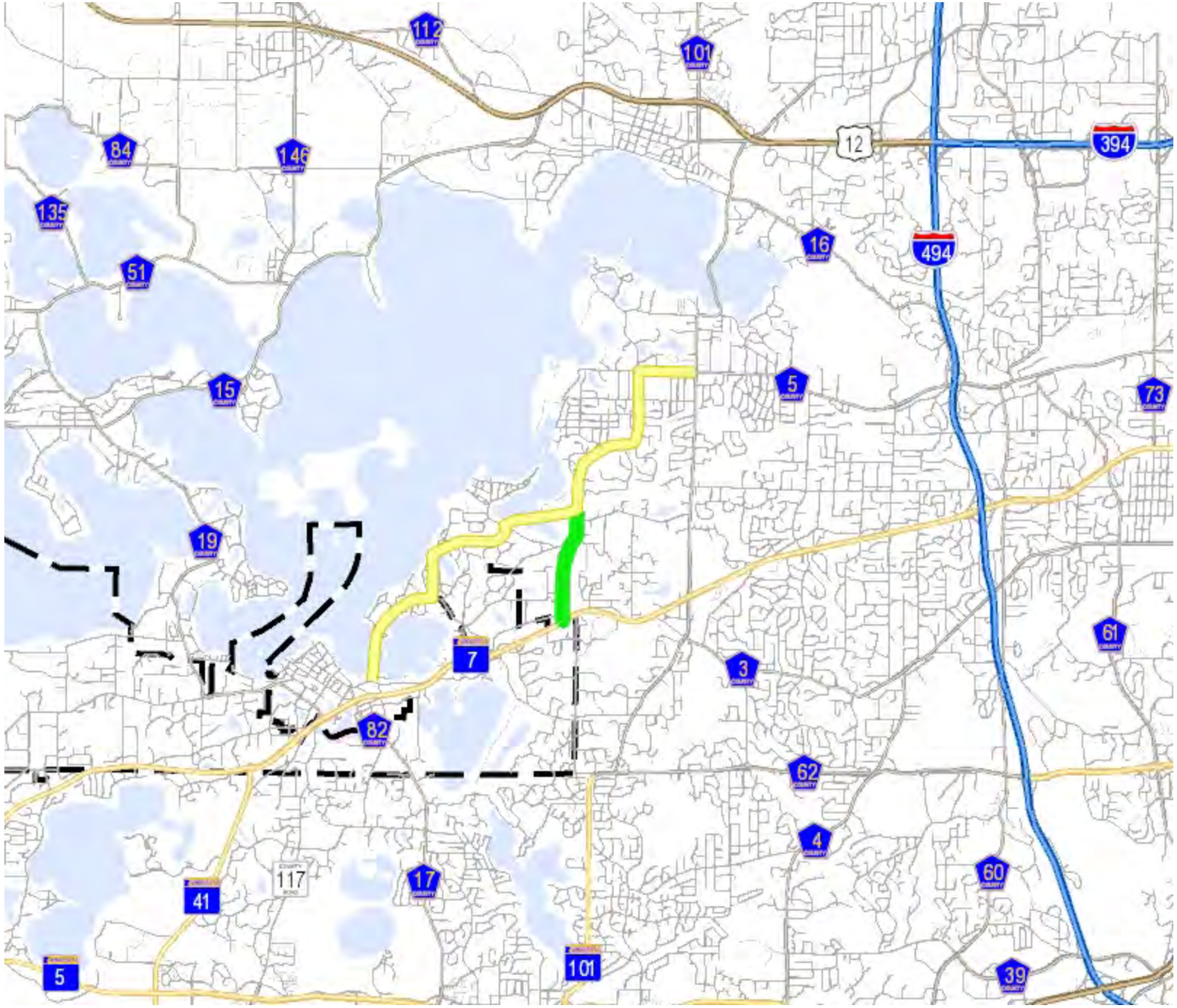
Financial Considerations

There is no financial obligation created by supporting the request or passing the resolution. However, improvement of the roadway may be a condition imposed on the cities if the County accepts the turnback. Local road improvement grant applications have not been successful in the past.

Action Requested

Motion to adopt the attached resolution supporting the turnback of Minnetonka Boulevard and Vine Hill Road to Hennepin County.

A majority vote by the Council is required.



Legend

Roads

- Interstate
- US Highway
- MN Highway
- CSAH
- Local Roads
- Private Streets

City Limits

Lakes

Minnetonka Blvd & Vine Hill Road

0 6,400 Feet

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Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Shorewood is not responsible for any inaccuracies herein contained.

Legend

Roads
- Interstate
- US Highway
- MN Highway
- CSAH
- Local Roads
- Private Streets

Parcels 06/18/2024

City Limits

Lakes

Minnetonka Blvd in Shorewood

Disclaimer:

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0 800 Feet

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CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-032

A RESOLUTION OF THE CITY OF SHOREWOOD REQUESTING CONSIDERATION FOR THE RETURN OF JURISDICTION OVER MINNETONKA BOULEVARD (CSAH 5) AND VINE HILL ROAD (CSAH 82) TO HENNEPIN COUNTY

Whereas, Hennepin County constructed and maintained County State Aid Highway 5 (hereinafter, "CSAH 5") from Trunk Highway 7 to Trunk Highway 101; and, County State Aid Highway 82 (hereinafter, "CSAH 82"), from Trunk Highway 7 to CSAH 5 as described in Minnesota Department of Highways Commissioner's Order No. 27368 dated April 15, 1958; and

Whereas, CSAH 5 and CSAH 82 were originally designed, constructed and maintained by Hennepin County in the 1950s era as a part of the coordinated and robust County State Aid Highway system; and

Whereas, these roads served as well-traveled roadways connecting the lakes area, supporting area growth and expansion for many years; and

Whereas, in 1971, the Cities of Deephaven, Excelsior, Greenwood and Shorewood contemplated constructing and installing sanitary sewer lines along portions of CSAH 5 and CSAH 82 to better serve their communities; and

Whereas, pursuant to Hennepin County policy, the Cities' method of open trench installation of sewer lines was prohibited, with any approval for the installation of the sanitary sewer lines being conditioned upon the Cities accepting jurisdiction and control over CSAH 5 and CSAH 82; and

Whereas, on April 6, 1971, Hennepin County Highway Engineer, Herbert Klossner, proposed adoption of a Resolution at the Hennepin County Board Meeting that revoked the designated portions of CSAH 5 and CSAH 82, returning these portions of roadway to the Cities of Deephaven, Excelsior, Greenwood and Shorewood for operation as local streets; and

Whereas, the Cities were then granted approval by the Hennepin County Board to install sewer lines to serve their communities conditioned upon their acceptance of ownership and jurisdiction over CSAH 5 and CSAH 82; and

Whereas, the method of open cut or trenching of sewer services has become a common and accepted practice since the 1970s, and currently serves an accepted and standard practice utilized by Hennepin County; and

Whereas, the Cities of Deephaven, Excelsior, Greenwood, Shorewood and Minnetonka have grown exponentially since the 1950s when CSAH 5 and CSAH 82 were first constructed, and have continued to grow since 1971 when the roads were transferred to the Cities' jurisdiction; and

Whereas, in addition to the dynamic increase in population in the area over the past fifty years, development and travel trends have notably increased the usage and burden on the former CSAH 5 and CSAH 82, now referred to as Minnetonka Boulevard and Vine Hill Road; and

Whereas, these roads serve as well traveled minor arterial roadways, incorporating highly used regional trails and connecting commercial districts, schools and neighborhoods throughout the region; and

Whereas, the burdens of maintenance, repair and replacement of these roads that clearly serve the greater regional area currently fall solely upon our smaller Cities and our limited tax base; and

Whereas, this burden by CSAH 5 and CSAH 82 on the Cities of Deephaven, Excelsior, Greenwood and Shorewood is in addition to the on-going shifting of the cost of Hennepin County operations from other parts of the County, including Minneapolis, to District 6 and our local lakes area tax base; and

Whereas, the City of Shorewood, by passage of this Resolution, shares in the concern over the inequity of these shifting burdens and highlight the limited services Shorewood receives from Hennepin County as compared to other jurisdictions in Hennepin County, which is magnified by the amount of local property taxes contributed to Hennepin County.

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

1. That the City of Shorewood supports the request to the Hennepin County Board to entertain consideration of reclaiming Minnetonka Boulevard (CSAH 82) and Vine Hill Road (CSAH 5) under its jurisdiction moving forward.

2. That this recommended shift in jurisdiction over these roadways will more directly reflect their current usage and prove more equitable by deferring those expenses over the greater regional area.

3. That each City approving and enacting this Resolution shall do so in any number of counterparts, each of which individually shall constitute collectively one and the same instrument as the rest.

Adopted by the City Council of Shorewood, Minnesota this 24th day of March 24, 2025.

_____

Jennifer Labadie, Mayor

Attest:

_____

Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item
8B

Title/Subject: **Resolution Opposing State Preemption of Local Zoning Authority**
Meeting Date: March 24, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: **Resolution**

Background
A series of bills are again moving through the Legislature this session that propose to preempt local land use decision making. HF 1987/SF 2229 ("Minnesota Starter Home Act"), HF 2140/ SF 2231 ("More Homes Right Places Act"), and HF 2018/ SF 2286 ("Transforming Main Street Act") would broadly limit local decision-making authority on residential development by imposing a rigid state framework on all cities, regardless of their own unique needs These bills would eliminate low-density zoning options, eliminate resident input before council or planning and zoning commission on virtually all residential development, and prohibit cities requiring off-street parking for any development, and strip reasonable local planning and zoning standards, which ensure development compatibility and scale.

Additionally, these bills create significant implementation challenges for cites, increasing costs for taxpayers and complicating zoning and land-use planning, all without guaranteeing more affordable housing or increased development.

The bills have bipartisan support and the League of Minnesota Cities recommends cities share concerns about the bills directly with their legislators.

Financial Considerations
None at this time.

Action Requested
Motion to approve the attached resolution opposing legislation preempting local zoning authority.

A majority vote by the Council is required.

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-033

A RESOLUTION OPPOSING STATE PREEMPTIION OF LOCAL ZONING AUTHORITY AND STATE MANADATED ZONING STANDARDS

WHEREAS, a series of legislative bills, including HF 1987, SF 2229, HF 2140, SF 2231, HF 2018, SF 2286 among others and hereinafter referred to as "the Bills", proposes to preempt local zoning authority to direct the development of housing by mandating broad and blunt State zoning standards for all cities in the metropolitan area, including Shorewood, and many cities in greater Minnesota; and

WHEREAS, the Bills remove resident participation in the democratic process by imposing administrative approval of significant subdivision and development applications and thereby eliminating the ability of residents to petition their local or any elected officials in a public forum regarding the impacts of an application on them or their community; and

WHEREAS, land development has significant and wide-ranging implications on the local and regional environment, transportation facilities, public and private utilities, schools, and public safety operations, among many other systems; and

WHEREAS, the development standards mandated by the Bills are unreasonable, impractical, and fail to comprehensively consider the environmental, social, and economic impacts of its mandates; and

WHEREAS, Shorewood supports providing a range of housing options for people of all incomes and at all stages of life, as evidenced by zoning regulation amendments for elderly housing, changes to its PUD ordinance supporting elderly housing, the allowance of ADUs on any residential parcel by conditional use permit, and considering changes to its zoning regulations and map to facilitate high-density residential uses in alignment with its comprehensive land use plan; and

WHEREAS, the City of Shorewood recognizes that local control and public input are critical democratic attributes that should not be infringed upon; and

WHEREAS, zoning decisions are hyper-local and cities engage their residents to develop unique and innovative development and infrastructure that reflect local attributes, values, conditions, and goals, as well as comprehensively consider and plan for infrastructure investments to support planned and managed development; and

WHEREAS, Shorewood - although a metropolitan area city - exemplifies a community where development and infrastructure patterns limit the ability to achieve the mandates set for in the Bill, notably municipal water serves only half the community, many roads are built to rural standards with no shoulders, curbs, sidewalks, transit options or adequate width for on-street parking; and

WHEREAS, the Shorewood City Council finds that the broad and blunt statutory requirements in the Bill fail to consider or address such development and public improvement patterns, and if imposed, will result in unintended and negative outcomes for residents; and

WHEREAS, the Shorewood City Council finds that no analysis has been conducted to understand how the Bills' mandates will impact the environment, transportation facilities, public and private utilities, schools, local government finances, and public safety operations; and

WHEREAS, the Shorewood City Council finds the Bills infringe on the democratic rights of residents to participate in decisions that directly impact their properties, neighborhood, and quality of life; and

WHEREAS, the Shorewood City Council finds the Bills infringe upon resident input and engagement which is crucial to the democratic process, and where resident access to government happens most frequently and effectively at the local level; and

NOW THEREFORE BE IT RESOLVED BY THE SHOREWOOD CITY COUNCIL, that the City of Shorewood opposes the Bills, any future versions of the Bills, and any bills which preempt a local unit of government's decision-making authority, eliminates resident participation in the democratic process, and imposes State mandated zoning standards.

Adopted by the City Council of Shorewood, Minnesota, this 24th day of March 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

City of Shorewood

March 24, 2025

City Council Meeting

City of Shorewood
March 24, 2025
City Council Meeting

1. Convene City Council Regular Meeting
   A. Pledge of Allegiance
   B. Roll Call
   C. Review and Adopt Agenda

City of Shorewood
March 24, 2025
City Council Meeting

2. Consent Agenda
   A. City Council Work Session Minutes of March 10, 2025
   B. City Council Regular Meeting Minutes of March 10, 2025
   C. Approval of the Verified Claims List
   D. Legal Services Agreement for 24560 Smithtown Road
   E. Planning Commission Workplan
   F. Professional Services Agreement Long-Term Financial Plan

City of Shorewood
March 24, 2025
City Council Meeting

2. Consent Agenda
   G. Planning Director Appointment
   H. Planner Position Recruitment
   I. Hennepin County Opportunity Grant Agreement
   J. Hennepin County Cost Participation Request
   K. Landscape Maintenance Agreement
   L. Building Permit Escrow Agreement for 25405 Park Lane

City of Shorewood
March 24, 2025
City Council Meeting

2. Consent Agenda
   M. Services Agreement for Christmas Lake AIS Program
   N. Development Agreement & Stormwater Management Agreement for Shorewood Meadow
   O. Surplus Items
   P. IT Equipment Updates
   Q. RFP Recycling
   R. MSA Street Designation

City of Shorewood
March 24, 2025
City Council Meeting

3. Matters from the Floor

No Council action will be taken.

City of Shorewood
March 24, 2025
City Council Meeting

6. Planning

A. Report by Commissioner Eggenberger on 03-04-25 Planning Commission Meeting

City of Shorewood
March 24, 2025
City Council Meeting

8. General/New Business

A. Turnback of Minnetonka Blvd

City of Shorewood
March 24, 2025
City Council Meeting

8. General/New Business

B. Resolution Opposing State Preemption

City of Shorewood
March 24, 2025
City Council Meeting

9. Staff and Council Reports

A. Staff

B. Mayor and City Council

City of Shorewood
March 24, 2025
City Council Meeting

10. Adjourn