

1. Agenda

Documents:

[07-14-25 CC WS AGENDA.PDF](#)

2. Agenda Packet

Documents:

[07-14-25 CC WS AGENDA PACKET.PDF](#)

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION
MONDAY, JULY 14, 2025**

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

For those wishing to join the live meeting, please go to shorewoodMN.gov/CityCouncil for the meeting link. Pursuant to MN Statute 2024, Section 13D.02, subdivision 4, members may participate in the meeting by interactive technology. Councilmember Maddy will participate by interactive technology.

AGENDA

1. CONVENE CITY COUNCIL WORK SESSION

A. Roll Call

Mayor Labadie _____
Maddy _____
Sanschagrín _____
Gorham _____
DiGruttolo _____

B. Review Agenda

2. ENGINEERING SERVICES REPORT

ATTACHMENTS

City Administrator Memo

3. SOUTH SHORE SENIOR PARTNERS AGREEMENT

Park/Rec Director Memo

4. ADJOURN

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1. CONVENE CITY COUNCIL WORK SESSION

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City Council Work Session Item

Title/Subject: Engineering Services
Meeting Date: July 14, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: Exhibit I from Service Contract

Item 2

Background

The Shorewood City Council stated at its February retreat that it wished to discuss its current engineering services model, where such services are provided by a contracted engineering consulting firm. The current contract will be up for renewal starting in 2026 and now is an appropriate time to review engineering services and prepare for any desired modifications.

There is no one way or right way to provide this service. Cities of similar characteristics may have different models with different scopes of services based on their unique needs and priorities.

Common Duties and Roles of City Engineers

City engineers are critical to delivering core municipal services, such as utilities and transportation. They also have significant roles in other municipal functions, such as land use planning, financial planning, and policy development and implementation.

The foremost role associated with city engineers is to plan and manage the construction, maintenance, and operations of civic infrastructure and assets, such as streets, water and sewer facilities, and stormwater management. Engineers work closely with public works staff and may be integrated into public works departments. In this capacity, engineers engage with other departments and agencies (MnDOT or watershed district) to plan, fund, coordinate and advance projects in a community's capital improvement plan (CIP).

Engineers also function as project managers, overseeing specific projects to construct and rehabilitate infrastructure. Depending on their exact role with an organization, they may spend their time on a job site overseeing and inspecting the work of contractors, solving problems encountered in the field, and working with residents, businesses or other agencies impacted by a project. Other engineers may focus their time on project planning and design work, developing plans and specifications, conducting community engagement, preparing bid packages, and approving contractor payments. Engineers are also responsible for more routine work, such as stormwater management, right-of-way permitting, policy development, or traffic management matters,

Engineers are supported in their work by a variety of other experts and skill sets, such as engineering technicians, construction managers, surveyors, arborists, hydrologists, environmental specialists, GIS

analysts, planners and architects, among others. Engineers themselves may be focused on technical or design work, field or construction work, or may function in a leadership capacity.

City engineers also evaluate private development project proposals to understand and manage the impacts of development on city infrastructure, protect adjacent properties, and ensure compliance with engineering related codes and standards. This role helps support a city's land use and inspections efforts.

Engineering Service Models

Small cities generally rely on a consulting engineer to provide all engineering services. Larger cities may have engineers on staff, along with other experts or specialists that support engineering functions, such as a surveyor, engineering technician, GIS analysts or environmental specialists. However, even cities with in-house engineering staff usually contract for engineering services, such as project design (street construction, water tower rehab), specialty services or equipment access (environmental work, surveying, infrastructure evaluation), or project management.

In preparing this memo, I spoke with Deb Heiser, the current President of the City Engineers Association of Minnesota and the City Engineer in St. Louis Park, about the various models she has observed and experienced in her career working for three different metro cities. She noted that every city has a different engineering structure. Some cities rely exclusively on consulting engineers while some have the philosophy of never (or rarely) use consultants and do all their own work in-house, investing in the necessary staff and resources. Some cities have separate engineering departments while others combine engineering with public works into one department. A few cities have experimented with joint powers agreements to share the cost of engineering services; some of those arrangements have proven durable while others have not.

She noted cities with in-house engineering staff often use consultants to do technical and site work because they can do it better and faster, allowing in-house staff to then focus on public processes, strategic projects, and administrative engineering work.

In thinking about its engineering services structure, Ms. Heiser noted that a city should consider:

- How much work does it have? Is the city experiencing a lot of growth or have a significant amount of infrastructure to revitalize? Is the CIP consistent from year to year, or does it have highs and lows?
- Can a qualified engineer and other supporting staff be found in the marketplace? Can the city afford or justify the cost to support an in-house department with necessary tools such as GIS, CAD, and other equipment and resources? Is it more effective to pay for services and resources only as needed?
- What is the city's philosophy regarding its engineering functions and its level of service? What are the community's unique priorities, goals, or challenges, such as scale of infrastructure (freeway, airport), natural features (rivers, valleys), or development characteristics (dense retail, sprawling residential, industrial hub)?

Shorewood Engineering

In 1988, the City contracted with an engineering firm to provide engineering services, which included construction projects and general engineering. In 1995, a City Engineer was hired and the position apparently evolved into the Public Works Director, which included engineering. An Engineering Assistant was employed from 2001-2008. In 2005, the City separated the Public Works Director/City Engineering duties into two distinct positions. However, hiring an engineer proved difficult (two candidates from two recruitment efforts declined offers), and the City contracted with a consulting firm to temporarily fill the role of City Engineer. Following a third recruitment effort, the City employed an engineer from 2007 to 2012. In 2013, following an analysis of contracted services vs. staff, the City then contracted for engineering services. In 2019, the City issued a RFP for engineering services. Three firms submitted proposals, and the City Council selected a new firm to be the city engineer.

The current engineering services contract includes three basic areas of service and detailed in Exhibit I of the contract (attached).

- **General Engineering** – includes general or non-project work with staff, agencies, and property owners or residents; administration of plans, permits (e.g. MS4 - stormwater), and programs (e.g. MSA – road funding); participation in meetings or special projects (e.g. Hwy 7 study, grant applications); GIS update and management. Engineering costs for this work are typically paid out of the General Fund or Enterprise Funds. General engineering costs have made up about 12% of engineering costs and involved ten or more people and skill sets.
- **Construction Services & Project Management** – planning, design, implementation, observation, and administration of public improvement projects. Engineering costs are paid for from the project's funding source(s). Examples of projects include street reconstruction, mill and overlay, stormwater management improvements, and lift station or sanitary sewer rehabilitation, among others. Depending on how a project is funded, sources may include bonds, assessments, cash, grants, enterprise funds, bonding dollars, federal funds or MSA dollars. Projects have made up about 84% of engineering costs and may involve up to 20 different people and skill sets (engineers, designers, surveyors, arborists, GIS, right-of-way acquisition, etc.).
- **Development Review** – review and inspection of development proposals and building permits for compliance with engineering related standards and policies. These engineering costs are passed through to developers or covered as part of a permit, account for about 4% of the City's engineering costs, and may involve 3-5 people depending on the project.

Financial or Budget Considerations:

The City has spent about \$6.8M between 2019 and mid 2024 on engineering services. As noted above, the vast bulk of this is due to public improvement projects the City has undertaken. The 2025 budget is expected to include \$145,000 for general engineering services. Salary data from the League of Minnesota Cities suggest a staff engineer would range from \$140,000 to \$160,000, plus 25-30% with benefits. Scope of work for such a position would likely be limited to general engineering and perhaps small projects. Larger or more complex projects would require consulting engineers and have their own project costs.

Discussion Requested:

Council may wish to consider the following questions in its discussion:

- What insights does the historical engineering summary provide? What are the advantages and disadvantages of each model? What are the challenges or opportunities associated with each model?
- What works well with the current engineering services arrangement? What concerns or gaps exist?
- What “level of service” or goals does Shorewood have for delivering engineering services? How proactive does the City want to be in maintaining, improving, and perhaps adding or expanding infrastructure and amenities? What is the appropriate level of investment to support that philosophy?
- Does the Council have directions for next steps, if any?

EXHIBIT I

CONSULTING CITY ENGINEERING SERVICES

CITY OF SHOREWOOD, MINNESOTA

In accordance with the Request for Proposals approved by the City Council on May 28, 2019, the CONSULTANT will furnish the following Consulting City Engineering Services, as requested and authorized by the CLIENT:

General Engineering Services

1. Serves as the City's Consulting Engineer on projects, applications, questions and meetings.
2. Take direction from the City Council and is designated part of City Staff when appropriate.
3. Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
4. Develops and recommends policies and procedures as needed for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures council actions are implemented.
5. Works with the Public Works Director, Finance Director, and City Administrator to formulate short- and long-range plans to meet the needs of all areas of public infrastructure improvements including; streets, water, sewer, storm drainage, street lights, parks, and buildings. Assists the Public Works Director in maintaining the Capital Improvement Plan.
6. Reviews and processes right of way management and utility permits using ROWAY management system.
7. Assists in the implementation of all water resource functions, including implementation of the Wetland Conservation Act and Surface Water Management Plan, as well as factors relating to the MS4 NPDES requirements.
8. Provides engineering services for City infrastructure improvements and oversees project management for the construction of municipal public service projects as needed.
9. Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City polices and relevant laws, rules and regulations and ensures Council actions and direction are implemented.
10. Ensures that costs and fees are charge back to development projects; works with City staff to monitor charges and revenues associated with development projects.
11. Administers and manages the MSA annual roadway certification and MSA project administration.
12. Assists in the planning, layout and design of City parks, trails, and other recreational amenities.
13. Provide consistent dedicated staffing hours at city hall to address engineering issues, from customers, residents, developers and staff, as they arise.

Proactive Engineering Approach

1. Provide in depth analysis and guidance for flexible project options that meet the public need within budget.
2. Provide recommendations for innovative and cost-effective means to extend the serviceable life of infrastructure.
3. Inform staff and Council of new engineering practices and make recommendation for implementation.

Construction Services and Project Management – Public Projects

1. Assist in the preparation of plans and specifications for City public works projects with the input from City staff. Present plans and specifications to the City Council for approval.
2. Consult with local, state, and federal agencies having jurisdictional authority over the project(s) as warranted. Procure permits and required approvals from such agencies as required.
3. Prepare and send Advertisements for Bids to the legal newspaper, the Construction Bulletin, and other trade publications as needed for solicitation of bids. Reproduce Contract Documents for bidding purposes. Review bids and prepare bid tabulations. Evaluate bids, prepare a recommendation to the City Council, with the assistance of staff; assemble and award contracts.
4. Assist in monitoring the construction process for compliance with codes, regulations, standards and with approved plans; assure financial accountability of private projects as they relate to escrows and letters of credit. Provide advice to the City during performance of construction projects and give consideration and advice to the City during the performance of services.
5. Lead pre-construction conferences with staff, contractor, utility company representatives, etc. as necessary.
6. Perform construction staking and surveying.
7. Provide construction observation, in conjunction with city staff, as necessary during construction. (Work for this portion shall be at an hourly rate or included into the project fee.)
 - a. Prepare and maintain necessary documentation, including photographs and/or video if warranted, as well as a log and note of the contractor's progress.
 - b. Convene regular construction progress meetings and provide written project updates, as necessary or required.
8. Prepare, review and recommend action for proposed change orders.
9. Prepare, review and recommend action for pay estimates.
10. Review and recommend final acceptance by the City in a timely manner. Assist the City in ensuring that contractors have been paid and lien waivers have been acquired.
11. Provide as-built drawings within 90 days of the conclusion of City projects.
12. Keep the best interests of the residents of the City of Shorewood in mind during all public and private projects. Respond to their needs and questions in a timely manner and provide all necessary communication.
13. Hold all contractors accountable for projects and ensure they are completed in an acceptable and timely manner.

Construction Services – Private Projects

1. Participate in pre-construction meetings with developers, staff, contractors, utility company representatives, etc. to ensure that all City Services are respected, and all applicable codes and ordinance are followed.
2. Review plans and specifications for all privately installed infrastructure improvements and make recommendations to City Staff regarding acceptability of plans.
3. Monitor the construction process for compliance with codes, regulations, standards, and with approved plans; assure financial accountability of private projects as they related to escrows and letters of credit. Provide advice to the City during performance of construction projects and give consideration and advice to the City during the performance of services.
4. Provide construction observation during construction as necessary. (Work for this portion of projects shall be at an hourly rate and passed through to the developer.)
5. Review, and if necessary, prepare and maintain necessary documentation, including photographs and/or video if warranted, and a log of construction activities.

6. Attend, and if necessary, convene regular construction progress meetings.
7. For projects in which the improvements will be turned over to the City, review and recommend acceptance upon satisfactory completion of the improvements.
8. Make recommendations to the City staff regarding reduction or closing out letters of credit or other financial securities.
9. Review as-built drawings upon conclusion of privately installed projects that will be turned over to the city.

Preparation of Engineering Reports and Technical Correspondence

1. Determine the need for preliminary studies; review all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including;
 - a. Feasibility reports
 - b. Creating assessment rolls
 - c. Plat reviews
 - d. Utility studies
 - e. Traffic studies/signalization/signage/forecasting
 - f. State aid reports
 - g. Surface water system analysis and design/SWMP implementation
 - h. SWMP implementation including MS4 and NPDES monitoring and reporting.
 - i. Review findings of wetland delineation and mitigation as it relates to building permit applications and public improvement projects.
 - j. Planning and design for City parks, trails and recreational amenities
 - k. Identification of grant opportunities for local improvements, and preparation of grant applications as directed
 - l. Capital Improvement Program studies
 - m. Prepare comments regarding reports, plans and studies of other agencies.
 - n. Attends all City Council meetings and public hearings, neighborhood open houses, and other City related meetings as requested
 - o. Presents feasibility studies and/or discuss engineering issues.

Participates in City Meetings as needed, including:

1. Internal and external meetings involving engineering or public improvement questions and issues.
2. Meets with developer, staff and members of the public on proposed development projects in order to related to processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City Standards and ordinances.
3. Under the direction of the Public Works Director and City Administrator, as the City liaison and City representative with other communities and local, county, state and federal agencies in areas of responsibility as may be required or directed.
4. Attends City Council meetings.
5. Attends City Council work sessions, Planning and Parks Commission meetings, and other City meetings as needed.

Response to Constituent Requests and Issues as Directed by Staff

1. Perform field inspections as needed.

2. Address constituent concerns personally and in writing.
3. Makes public presentations.
4. Provides recommendations to staff and City Council.

Record Keeping and Mapping/GIS Services – The engineering firm shall provide the following record-keeping and mapping services to the City:

1. Updates City maps and utility records as appropriate or necessary.
2. Maintains and provides to the City as required the following documents on the City's record retention system: permits and applications, contract documents, addenda, copies of referenced standard specifications; project schedules; shop drawings and submittals; applicable correspondence; records of pertinent telephone and email exchanges; plans, specifications and engineer's estimates, file memoranda and directives; change orders; requests and recommendations for payment; project budget and cost information; diaries and logs; record drawings in both hard copy and electronic format; project photographs; project studies and reports; project progress meeting minutes; other information as necessary or required.
3. Provides, hosts and maintains an electronic online GIS/GPS data base mapping system that may be accessed remotely in the field or in the office for general use by the City Staff, which includes all City utilities (water, sanitary sewer, storm sewer), other features as requested (electrical, signing, trails, sidewalks, cemeteries, ect.), infrastructure, map creation abilities, etc.

Other Items:

1. Identify opportunities for non-traditional engineering techniques, such as the use of rain gardens, cisterns, pervious surfaces, and other green design elements.
2. Work with other engineering or planning consultants as desired by the City on specific projects.
3. The City desires to include a term in the contract to periodically review progress and overall satisfaction of the level of service provided to the City. The expected term for review shall be annually.
4. Provide 32 (thirty-two) hours of inhouse office hours located at the City of Shorewood City Hall or within general proximity of the City, to assist in addressing City related matters. 16 (sixteen) hours will be provided by Andrew Budde, the designated City Engineer, and 16 (sixteen) hours will be provided by Matt Bauman, the assistant City Engineer.
5. Provide no charge for Transitional Costs for transitioning from the City's current engineering firm to Bolton & Menk, Inc. This is an estimated savings of \$15,000 to the City of Shorewood.
6. Provide a GIS System Integration/Enhancement to the City's current GIS system. This is an estimated savings of \$10,000 to the City of Shorewood.



Title/Subject: South Shore Senior Partners Agreement
Meeting Date: July 14, 2025
Prepared by: Mitchell Czech, Parks & Recreation Director
Attachments: **March 10 Work Session Memo**
Draft South Shore Senior Partners Agreement
2009 - 2014 Rental Agreement
July, August, September 2025 Newsletter

Background

During the March 10, 2025 City Council Work Session, discussion for an agreement with the South Shore Senior Partners (SSSP) to provide senior programming at the Shorewood Community & Event Center (SCEC) was discussed. The Council expressed a desire to have the City Attorney present to answer questions surrounding the insurance and background check components of the agreement.

A summary of the components that need Council direction to formalize an agreement are included below.

1. **Insurance:** Currently, the SSSP is covered under the City's insurance policy. The current cost of having them covered under the policy is minimal. However, if there was a claim involving the SSSP, the City would have to pay the \$2,500 deductible. The City's loss experience modification would also increase, therefore increasing the insurance premium.
2. **Background Checks:** Currently, background checks are not conducted on volunteers that staff the welcome desk of the SCEC during rented hours. Our City Attorney has advised that background checks should be required for volunteers. If the City were to conduct background checks, the City may be exposed to liability if they are cleared and something happens.

Financial Considerations

Both parts of the agreement that need council direction may have a significant financial impact. While there is a minimal expense to cover the South Shore Senior Partners under the City's insurance, the potential \$2,500 deductible to be paid and higher future premiums are a risk if a claim were to be made on behalf of the SSSP.

If the City were to conduct background checks on front desk volunteers, there would be a small upfront cost to complete checks for all volunteers. However, the volunteer base of 12-15 people generally remains consistent from year to year. It is important to note that the SSSP volunteers do perform duties on behalf of the City while volunteering as they answer phone

calls, greet visitors that may or may not be SSSP participants, open/close the building when staff is not available, and assist with some general cleaning duties.

The agreement also contains a pricing structure that outlines incremental increases in 2026 and 2027. Monthly rental rates have not increased since the last agreement that ended in 2014, while building costs have risen tremendously.

The SSSP has expressed concerns, including sustainability of the organization, in taking on the additional duties of insurance and volunteer background checks from both a financial and workload standpoint. The SSSP is a volunteer run non-profit organization that has been stretched to its volunteer capacity already, and funding is limited. Volunteers that staff the front desk of the SCEC provide a service to the City by answering phones, greeting visitors, and opening/closing the building as needed.

Discussion Requested:

Questions for discussion include:

- Is the Council comfortable with continuing to have the South Shore Senior Partners covered under the City's insurance policy?
- Is the Council comfortable with having the City conduct and pay for background checks on volunteers?
- With the development of the SCEC study and task force, is a short-term agreement more desirable?
- What is the City Council's long-term vision for Senior Programming? Should the City increase its support and involvement?
- Any additional thoughts and discussion.



Title/Subject: South Shore Senior Partners Agreement
Meeting Date: March 10, 2025
Prepared by: Mitchell Czech, Parks & Recreation Manager
Attachments: Draft South Shore Senior Partners Agreement
2009 - 2014 Rental Agreement
January, February, March 2025 Newsletter

Background

The South Shore Senior Partners (SSSP) is a non-profit organization that has partnered with the City and the Shorewood Community & Event Center (SCEC) for a number of years. The SSSP is dedicated to encouraging seniors aged 55+ in maintaining a healthy and active lifestyle. Their programs provide seniors with time to socialize and participate in a variety of recreational and learning opportunities. They rent space at the SCEC and rely on contributions, fundraising, and membership to operate.

The last agreement between the SSSP and the City was put in place in 2009 and expired on March 1, 2014. Since that time, the City and the SSSP have operated under a “month-to-month agreement,” essentially continuing the terms of the original rental agreement. The SSSP rents space at the SCEC between 8:30 a.m. – 3:30 p.m. on Monday – Thursday, and 8:30 a.m. – 12:00 p.m. on Friday. Rent is paid to the city at a rate of \$600 per month, and the SSSP also supplies volunteers to staff the welcome desk of the SCEC during the above hours. The SSSP has always been flexible with their rented space to accommodate various City programs, meetings, or potential outside rentals.

The City has drafted an agreement to formalize the partnership with the SSSP. In drafting the agreement and consulting with our City Attorney and insurance provider, there are two areas of the agreement that need City Council direction.

1. **Insurance:** Currently, the SSSP is covered under the City’s insurance policy. The current cost of having them covered under the policy is minimal. However, if there was a claim involving the SSSP, the City would have to pay the \$2,500 deductible. The City’s loss experience modification would also increase, therefore increasing the insurance premium.
2. **Background Checks:** Currently, background checks are not conducted on volunteers that staff the welcome desk of the SCEC during rented hours. Our City Attorney has advised that background checks should be required for volunteers. If the City were to conduct background checks, the City may be exposed to liability if they are cleared and something happens.

Financial Considerations

Both parts of the agreement that need council direction may have a fairly significant financial impact. While there is a minimal expense to cover the South Shore Senior Partners under the City's insurance, the potential \$2,500 deductible to be paid and higher future premiums are a risk if a claim were to be made on behalf of the SSSP.

If the City were to conduct background checks on front desk volunteers, there would be a small upfront cost to complete checks for all volunteers. However, the volunteer base of 12-15 people generally remains consistent from year to year. It is important to note that the SSSP volunteers do perform duties on behalf of the City while volunteering as they answer phone calls, greet visitors that may or may not be SSSP participants, open/close the building when staff is not available, and assist with some general cleaning duties.

The agreement also contains a pricing structure that outlines incremental increases in 2026 and 2027. Monthly rental rates have not increased since the last agreement that ended in 2014, while building costs have risen tremendously.

Discussion Requested:

Questions for discussion include:

- Is the Council comfortable with continuing to have the South Shore Senior Partners covered under the City's insurance policy?
- Is the Council comfortable with having the City conduct and pay for background checks on volunteers?
- The current agreement is for a 5-year term. However, the SSSP has expressed concern about the longevity of their organization. Would a shorter term be more desirable, particularly when considering the future of the SCEC.
- Any additional thoughts and discussion.

City of Shorewood Rental Agreement

SouthShore Senior Partners & The Shorewood Community & Event Center

This AGREEMENT is made and entered into this ___ day of ____ _ 2024, by and between the **CITY OF SHOREWOOD**, a Minnesota Municipal corporation (“City”) and the **SOUTHSHORE SENIOR PARTNERS**, a Minnesota 501(c)3 non-profit organization (“Lessee”), for use of the Shorewood Community and Event Center (“SCEC”) facility.

WHEREAS, the City is the owner of certain real property located at 5735 Country Club Road, Shorewood, Minnesota 55331 ("Property") and the office building located thereon ("SCEC"); and

WHEREAS, the Lessee desires to lease from the City a portion of the SCEC for use by Lessee for senior activities as shown on the attached Exhibit "A" ("Leased Premises") pursuant to the terms, covenants and conditions of this Lease; and

WHEREAS, the City and Lessee desire to enter into this Lease Agreement setting forth the terms of Lessee's use of the Leased Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is hereby mutually agreed by the parties as follows:

1. Terms and Use. The Lessee takes and rents the Leased Premises from the City "as is" and "where is" without any liability or obligation on the part of the City to make any alterations, improvements or repairs of any kind or nature, on or about said Leased Premises for the term of five (5) years, commencing on January 1, 2025 to December 31, 2029 ("Term").

2. Rent. Lessee shall pay the City as "Rent" for the Leased Premises, the sum of Six Hundred Dollars (\$600.00) per month for the year of 2025, which Rent shall be due and payable beginning on January 1, 2025 and continuing on the 1st day of each month thereafter until the end of the year. Rent payments will increase to Six Hundred and Fifty Dollars (\$650) on January 1, 2026, and Seven Hundred Dollars (\$700) on January 1, 2027 until the end of the Lease Term. The City or Lessee may terminate this agreement for any reason or no reason at all by giving at least sixty (60) days advance written notice.

3. Facility Space. The Lessee is granted use of the Leased Premises solely for its business on Monday through Thursday 8:30 am to 3:30 pm and Fridays 8:30 until noon. The LESSEE may also utilize common spaces such as the restrooms, hallways, and/or lobby area of the SCEC as needed, and is also permitted office space for office work and limited storage. All

programming must be coordinated with the Parks & Recreation Manager and/or Recreation Specialist to avoid conflict with other programming in the center. The Lessee shall not use and shall not permit the Leased Premises to be used in any way that would cause a cancellation, restriction, or increase in premium of the City's insurance. The Lessee shall abide by and conform to all statues, ordinances, rules, and regulations relating to the use and occupancy of the SCEC. The Lessee shall comply with all City policies related to the use of the SCEC.

The City reserves the right to schedule other activities and programs during the day time hours as long as it is communicated in advance with the LESSEE. The City will work to accommodate LESSEE programs in the event other activities and programs take place during day time hours.

4. Non-Scheduled Hours and Special Events. The City agrees to accommodate LESSEE special events or programs outside of traditional leased hours (as noted in section 4) up to 4 times per year, so long as reservations are made at least 3 months in advance, events do not conflict with ongoing reservations, and the LESSEE provides volunteer front desk staff. The LESSEE is responsible for additional expense incurred by the City due to special events including but not limited to cleaning fees, tablecloth servicing, and city staff labor.

The Lessee is permitted to access the building outside of agreed upon hours to conduct necessary business relevant to LESSEE programs and services, such as bakery drop-off and watering plants. The City will issue key fobs to volunteers in need of accessing the building during non-business hours to allow for opening and closing of the facility. The Lessee assumes full responsibility for ensuring the facility is locked and that no unauthorized persons enter the facility when opening and closing the facility without city personnel present. Volunteers must return key fobs to the City upon termination of this Agreement or upon notice from the City to Lessee that the volunteer has misused their key fob.

5. Volunteers and Staffing. The Lessee will provide a representative to be at the front desk Monday-Thursday 8:30-3:30 and Fridays 8:30-Noon. Volunteer duties include but are not limited to greeting visitors, answering general questions, and providing coverage for the building when city personnel are not present. This volunteer will be responsible for coordinating all LESSEE activities.

The Lessee is responsible for adequately training and onboarding new volunteers and ensuring they are adhering to the City's Personnel Policy. The City will provide guidance and resources for training as needed, including but not limited to basic instruction guides, city contact information, building protocols, and more as requested by the LESSEE. The City

will invite interested LESSEE volunteers to the annual Shorewood Community & Event Center staff training for new and/or interested volunteers. The LESSEE is responsible for conducting background checks on all volunteers.

6. Marketing and Promotion. The City agrees to promote LESSEE programs and events via Social Media, the SCEC electronic sign, and the City website. Marketing materials are to be provided by the LESSEE at least 48 hours in advance for the City to distribute. The City's promotion of LESSEE program and events does not constitute an adoption of LESSEE's speech as the City's own speech.

7. Assignment and Subletting. Lessee may not assign this Lease without the prior written consent of the City, which consent may be granted or withheld in City's sole discretion.

8. Utilities. Lessee will not be charged for any utilities including, but not limited to, gas, water, sewer, electric and telephone, used during the Term of this Lease.

9. Maintenance and Repair. Lessee agrees to keep, repair and maintain at its sole cost and expense the Leased Premises at all times during the Term of this Lease, and will quit and deliver up the Leased Premises to the City, peacefully and quietly at the end of the Term, or upon other termination, in as good of repair and condition, as the Leased Premises was at the commencement of this Lease, reasonable use and wear thereof accepted. The Lessee will further keep the Leased Premises in a neat, clean and respectable condition at the Lessee's sole cost and expense. The Lessee will not make or suffer any waste thereon or thereof, and will not use the Leased Premises or any part thereof for any purpose called hazardous by insurance companies, and will comply in all respects with all present and future environmental laws, rules and regulations.

10. Insurance. The Lessee is covered under the City insurance policy.

11. Waiver of Liability. All personal property belonging to Lessee on the Premises shall be at the risk of Lessee, and Lessee shall carry insurance on Lessee's personal property, and the City shall not be liable for any damage thereto. Lessee waives all claims against the CITY for damages to persons or property sustained by Lessee or Lessee's occupants, licensees or invitees, except those claims caused by the intentional malicious act or intentional omissions of the City or its agents.

12. Indemnification. To the fullest extent permitted by law, the Lessee 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 Lessee's negligence or the Lessee's performance or failure to perform its obligations under this Agreement. The Lessee's indemnification obligation shall apply to the Lessee, or anyone directly or indirectly employed or hired by the Lessee, or

anyone for whose acts the Lessee may be liable. The Lessee agrees this indemnity obligation shall survive the completion or termination of this Agreement.

13. Default Remedies. Lessee's breach of any provision of this Agreement constitutes a default. Upon default, the City will provide at least 10 days written notice to Lessee of the breach. Upon receipt of written notice, the Lessee shall have 30 days to cure the breach. If Lessee does not cure within 30 days of notice, the City may take possession of the Leased Premises immediately, using any means permissible under law, and terminate this Lease Agreement. This remedy shall be in addition to any others available at law to the City.

14. Damage or Destruction. If the Leased Premises is damaged or destroyed by fire or other casualty to the extent that the Lessee's enjoyment of the Leased Premises is substantially impaired, Lessee may (a) immediately vacate the Leased Premises and notify City in writing within ten (10) business days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of the Lessee vacating the Leased Premises; or (b) if continued occupancy is lawful, vacate a part of the Leased Premises rendered unusable by the fire or other casualty, in which case Lessee's liability for Rent is reduced in proportion to the diminution in the fair rental value of the Leased Premises. Notwithstanding the foregoing, if the Lease is not terminated by the Lessee as provided herein, and the Leased Premises cannot reasonably be repaired within thirty (30) days from the date of such damage, or if the City elects in its sole discretion not to repair such damage, the City may give the Lessee written notice that it is not going to repair the damage to the Leased Premises and that the City is terminating the Lease and the Lease shall there upon be terminated effective as of the date of the damage and the Lessee shall remove all of its property and/or equipment from the Leased Premises.

15. Holding Over. Lessee will, at the expiration of this Lease Agreement, whether by lapse of time or termination, give up immediate possession to the City. If Lessee fails to give up possession the City may, at its option, serve written notice upon Lessee that such holdover constitutes a creation of a tenancy at sufferance. If the City does not give said notice, Lessee's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease Agreement, except that Lessee shall be obligated to pay to the City rent in the amount of \$700.00 per month on the 1st day of each month, (which rent shall be prorated on the basis of a 365 day year for each day Lessee remains in possession); excepting further that no notices shall be required prior to commencement of any legal action to gain repossession of the Premises. Lessee shall also pay to the City all damages sustained by the City resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by the City of any right of reentry as otherwise available to the City; nor shall receipt of any rent or any other act

consistent with continued tenancy operate as a waiver of the right to terminate this Lease Agreement for a breach by Lessee hereof.

16. Notice. All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and duly posted or personally delivered to the other party at the following addresses:

To City: Parks and Recreation Manager, City of Shorewood, 5755 Country Club Road, Shorewood, MN 55331

To Lessee: SouthShore Senior Partners,

All notices to Lessee shall be effective if given to Lessee at the address set forth herein. All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the United State Postal Service, postage prepaid and sent by certified mail, return receipt requested, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid. Notices by telefax or e-mail alone are not sufficient. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

17. Binding Effect. All the covenants, terms and conditions of this Lease shall extend, apply to and firmly bind the Parties, and their heirs, executors, administrators, successors and assigns.

18. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

19. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the state of Minnesota. Any action to declare or enforce any rights or obligations under this Lease shall be commenced by any party in Hennepin County District Court. City and Lessee hereby consent to the jurisdiction of such court for such purposes and agree that any notice, complaint or other legal process delivered to City or Lessee shall constitute adequate notice and service of process for all purposes and shall subject City and Lessee to the jurisdiction of such court for purposes of adjudicating any matter related to this Lease.

20. Captions. The captions of the Sections and subsections of this Lease are for convenience only, and are intended and shall not be deemed for any purpose whatever to modify, explain or place any construction upon any of the provisions of this Lease.

21. Interpretation. The language in all parts of this Lease shall be construed simply according to its fair meaning and not strictly for or against City or Lessee. Any reference to any Section herein shall be deemed to include all subsections thereof unless otherwise specified or reasonably required from context.

22. City/Lessee Relationship. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or that of partnership or of joint venture or of any association between City and Lessee, and neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties hereto shall be deemed to create any relationship between City and Lessee other than the relationship of City/Lessee.

23. Waiver of Default. No waiver by City of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. No delay on the part of City in exercising any of its right hereunder shall operate as a waiver of such rights or of any other right of City, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of the same or any other right on any other occasion. Neither City's failure to bill Lessee for any rent or additional sum as it becomes due hereunder nor its error in such billing or failure to provide any other documentation in connection therewith shall operate as a waiver of City's right to collect any such rent or additional sum which may at any time become due hereunder in the full amount to which City is entitled pursuant to the terms and provisions hereof. City's consent to or approval of any act by Lessee requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act of Lessee whether or not similar to the act so consented to or approved.

24. Data Practices Act. All government data collected, created, received, maintained, or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 *et seq.* ("the Data Practices Act"). Lessee agrees to comply with the Data Practices Act as it applies to any data provided to it by the City or third parties, and further agrees to cooperate and assist Customer staff in complying with any data practices requests arising out of, or related to, information generated or submitted via Lessee.

25. Audit. Pursuant to Minnesota Statutes § 16C.05, subdivision 5, Lessee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during

normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City, and involve transactions relating to this Agreement. Lessee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

26. Entire Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior written or oral agreement or any contemporaneous oral or written understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by both Parties.

27. Provisions Severable. No provision of this Lease which proves to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

28. Recording of Agreement. Lessee shall not record this Agreement against the Property. In the event that Lessee shall record this Agreement, this Agreement shall, at City's option, terminate immediately and the City shall be entitled to all rights and remedies that it has at law or in equity.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

SouthShore Center

5735 Country Club Road, Shorewood, MN 55331

Phone: (952) 474-7635 Fax: (952) 474-8852

Website: www.southshore-center.org

Rental Contract

Lessor: Friends of the SouthShore Community Center

Lessee: South Shore Senior Partners

The Friends of the SouthShore Community Center hereby enters into a Rental Contract with:

South Shore Senior Partners

This rental contract runs from March 1, 2009 to March 1, 2014. Early termination of this lease must be provided by written notice at least 60 days prior to the month end, which is to be the termination date. Rent for use of all rooms shall be a guaranteed payment of \$36,000 that covers the 60 months in this time period. Rent shall be payable monthly at the rate of \$600 per month.

Hours of rental will be Monday-Friday from 8:30 a.m. to 4:00 p.m. with these exceptions:

1. Time and space not used by South Shore Senior Partners will be available for rent by the South Shore Community Center's Rental Coordinator.

The South Shore Senior Partners will receive a monthly statement from the Center's rental coordinator.

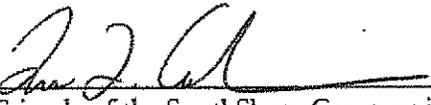
Lessee will be responsible for all table and chair set up and tear down, putting items that are stored at the Center in the storeroom space indicated by the Center, and seeing that the guidelines of opening and closing the building are followed (see attached information).

I agree to enter into this contract with the Friends of the SouthShore Community Center.



South Shore Senior Partners

1-19-09
Date



Friends of the SouthShore Community Center

1/20/09
Date

SOUTHSHORE SENIOR PARTNERS TIMES

ShorewoodMN.gov/SSSP

July, August, September 2025

Phone: 952-474-7635

Address: 5735 Country Club Road, Shorewood MN 55331



** "A perfect summer day is when the sun is shining, the
** breeze is blowing, the birds are singing, and the lawn
** mower is broken" - James Dent
**

Shining Stars Luncheon

Join us at our annual luncheon!

Celebrate our Shining Stars with fun times and a wonderful lunch! Invite your friends to join us as well - a great time to connect and re-connect with friends.



Thursday, July 17th at 11:00am

* Seniors 80+ are FREE *

\$10.00 for guests under age 80

RSVP / Register with the Center by July 10th 952-474-7635

Minimum of 30 people registered or event will be canceled



Al and Alma's Lunch Cruises

Two Dates:

**Monday, July 28th (payment by July 14th), and
Monday, August 4th (payment by July 21st)**

Join us for a beautiful cruise on Lake Minnetonka.

Boarding begins at 11:15am Cruise 11:30-1pm

1.5 hour narrated cruise with lunch: \$25 per person

**Lunch: Ham & Turkey Croissant Sandwich, Potato Salad,
Chips, Carrots and a Cookie**

Cash Bar available, Boat sails rain or shine; no refunds

Departs from: Al & Alma's 5201 Piper Road, Mound, MN 55364

Secure your Cruise spot now at The Shorewood Community & Event Center with your cash or check payment of \$25 per person. Limited space. Check made out to SSSP



**Cribbage
Tues—1pm!**

Call the Center for information 952-474-7635 Visit our website: ShorewoodMN.gov/SSSP
or stop by: 5735 Country Club Road, Shorewood MN 55331

In Our Neighborhood

BOOK CLUB REKINDLED



There has been interest in bringing back the SSSP Book Club, which is exciting! Bring a list of your favorite books and authors to share with the group. Enjoy socializing with other book enthusiasts.

2nd Thursday of every month.

First meeting – July 10th at 1:00pm

Refreshments will be provided

Bring A Friend!

CRAFTS AND CREATIVE ARTS

Bring your own projects to work on and **socialize** with friends and neighbors. All levels of crafters are welcome: Beading, Needlepoint, Papercrafts, Diamond art, etc.

Crafting can be a social activity providing opportunities to connect with others.

Crafting can stimulate cognitive function and provide a sense of purpose.

Come Join us on Tuesdays: 1:00pm

AARP FRAUD FIGHTERS



Join us for a presentation by AARP that will make seniors (and everyone) aware of what the current fraud schemes are. More importantly, what each of us can do to prevent fraud before it even happens.



September 11th — 11:00am (Thurs)

RSVP for this free program: 952-474-7635

BRIDGE – CARDS!!



Join us for a few hands of Bridge. “Bridge: It is more than just a card game!”

Thursdays — 1:00 pm

Upcoming Events

WORKING BEYOND MEDICARE AGE? WHAT SHOULD I DO...

Are you turning 65 or retiring soon? Working beyond 65? Do you have questions regarding Medicare? Learn more about Medicare and get answers to your questions.

Julie Ell from Next Chapter Insurance will discuss and answer questions regarding Medicare and working beyond age 65. This is an educational opportunity!

Tuesday, August 19th 4:30pm-5:30pm

RSVP to attend our ‘free’ session at the Center by calling: 952-474-7635

DEMENTIA SUPPORT GROUP



Caregivers of loved ones with dementia share tips, support one another, and discuss your questions. Caregivers of any age are welcome.

1st & 3rd Fridays: 9:00am

Any questions, call Jane Stein: 952-240-8835

WOOD CARVER’S GROUP

Tuesdays and Fridays at 9:30am.
Come one day or both days!

Wood carvers of all skill levels welcome. Start something new or finish something old. Come ask questions of other carvers and make some new friends!



UPDATED ADDRESS OR PHONE?

Have you recently moved or have an updated name or address? Contact us at:

ShorewoodSSSP@gmail.com or call 952-474-7635



THE CENTER WILL BE CLOSED:

Friday, July 4th

Monday, September 1st

SSSP BOARD MEMBERS

The SouthShore Senior Partners are dedicated to encouraging seniors (55+) in maintaining a healthy and active life style. Our programs provide seniors with a time to socialize and participate in a variety of recreational and learning opportunities.

SSSP Board Members are:

Sally Bergman Jeanna Raap
Tena Brandhorst Theresa Zerby
Twila Grout

If you are interested in joining our board, contact Tena at the Center.

Upcoming Events

ONGOING ACTIVITIES EACH MONTH

Mondays

- ◇ Busy Bee Quilters
 - 9:00 am—Noon (*Mon & Wed*)
- ◇ EngAGE Physical Therapy class
 - 9:00 am — Register at 612.888.9882
- ◇ Bingo
 - 1:00 pm — *Win prize money!*

Tuesdays

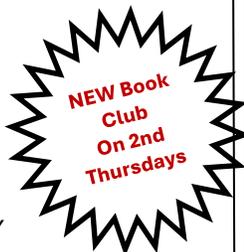
- ◇ Card Crafters
 - 9:00 am — *Bring your friends!*
- ◇ Woodcarvers
 - 9:30 am *Work on your own interests, or some group projects (Tue & Fri)*
- ◇ Knit and Crochet
 - 10:30 am - *No sign up needed*
- ◇ Cribbage
 - 1:00 pm — *Join us!*
- ◇ Crafts & Creative Arts
 - 1:00 pm — *Beading, needlepoint, paper crafts, diamond painting, string art, etc*

Wednesdays

- ◇ Mahjong
 - 1:00 pm — *Join us for a fun game!*

Thursdays

- ◇ Bridge Cards
 - 1:00 pm — *Improve your mind, one bridge hand at a time!*
- ◇ Book Club
 - 1:00 pm — *Join us on 2nd Thursdays monthly*



Fridays

- ◇ Dementia Support
 - 9:00 am — *1st & 3rd Fridays*
 - *Call Jane Stein with questions at 952-240-8835*
- ◇ Woodcarvers
 - 9:30 am — *Come enjoy! (Tue & Fri)*

ENGAGE WELL:

BALANCE, AGILITY & FUN!

Join Sue Kanter of EngAGE Physical Therapy and Wellness for her Balance, Agility, Power and Strength class.

Thursdays 9:00am to 9:45am
Call Sue with questions and to sign-up
612-888-9882 or

suek@engagephysicaltherapymn.com

 Bridge Thurs (1pm)	 Cribbage Tues (1pm)
 Mahjong Weds (1pm)	 Woodcarving Tues (9:30am) Fri (9:30am)

WISH TO RENT THE EVENT CENTER??

We have a great space for your Graduation Party, Retirement Party, Celebration of Life, etc. Contact us at Parks & Rec: 952-960-7902 or Email: rentals@shorewoodMN.gov



SOUTHSHORE SENIOR PARTNERS BINGO!!

Mondays at 1:00 pm
Cost: \$0.25/game

You get 3 cards/chances per game for your \$\$

Prizes are from the money collected.

CRIBBAGE FUN!!

Everyone loves a fun game of cribbage, or come and learn! We would love to have you join us.

Tuesdays — 1:00 pm

i ♡ cribbage
i ♥ cribbage
i ♣ cribbage
i ♦ cribbage

*"Fifteen, two,
Fifteen, four,
if you know cribbage,
there could be more!"*



Volunteers
do not necessarily
have the time;
they just have the heart.

WE ARE LOOKING FOR VOLUNTEERS

The Senior Partners staff the reception desk at the Shorewood Community & Event Center Mon-Fri. Can you volunteer 3-1/2 hours of your time to greet people, answer the phone, and be a smiling face? More info, call Tena 952-474-7635

Bring your discarded glasses to the Center. The local Lions Club will collect them.



BAKERY ITEMS!
Mondays & Tuesdays (half price)
Breads, Rolls, Cookies, Sweets, etc.
Wednesdays are free!

SouthShore Senior Partners
5735 Country Club Road
Shorewood, MN 55331-8926



SHOREWOOD
COMMUNITY & EVENT CENTER

ADDRESS SERVICE REQUESTED

NON-PROFIT ORG
U.S. POSTAGE
PAID
EXCELSIOR, MN
PERMIT NO. 315

Our group is a non-profit which rents space at the Shorewood Community & Events Center from the City of Shorewood. We rely on contributions, fundraising and membership to continue our programming. If you are not already a member or supporter, please consider signing up. Thank you!

SouthShore Senior Partners

ShorewoodMN.gov/SSSP

July, August, September 2025 Page 4

Become a SSSP Member Today and Join the Fun!

Name: _____

Address: _____

Phone: _____ Email: _____

Membership Cost: _____ **Birth year:** _____

Basic Annual Membership: \$30

Basic Double Membership: \$50 I am 55+: Yes or No

* Supporting Member: * \$51 - \$99 **All Memberships renew annually*

* Sustaining Member: * \$100+

* **Any contribution over the basic membership is tax deductible.*

Membership Benefits:

*I would like to volunteer!

◆ SouthShore Sr Partners newsletter

Interests are: _____

◆ Special Events discount

◆ Pride in supporting access for older adults of our area!

* *Clip out & mail to: Shorewood Community & Events Center
5735 Country Club Road, Shorewood, MN 55331-8926*



Do you have an event or an activity that you would like to see on our calendar? Let one of our board members know of your ideas!

