

1. Agenda

Documents:

[08-11-25 CC REG MTG AGENDA.PDF](#)

2. Agenda Packet

Documents:

[08-11-25 CC REG MTG AGENDA PACKET.PDF](#)

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 11, 2025

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

For those wishing to listen live to the 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.

AGENDA

1. CONVENE CITY COUNCIL MEETING

- A. Pledge of Allegiance
- B. Roll Call

Mayor Labadie ____
Maddy ____
Sanschagrín ____
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 July 28, 2025 | Minutes |
| B. City Council Regular Meeting Minutes of July 28, 2025 | Minutes |
| C. Verified Claims List | Claims List |
| D. Freeman Park Trail Improvements – Final Acceptance & Payment, City Project 22-05 | City Engineer Memo
Resolution 25-067 |
| E. Recruitment for Community Center Attendants | City Clerk/HR Director Memo |
| F. New Hire: Administrative Assistant | City Clerk/HR Director Memo |

- | | |
|---|---|
| G. Freeman Park Field 1 Fence Replacement | Park/Rec Director Memo
Resolution 25-068 |
| H. HVAC Maintenance Agreement | Public Works Director Memo |
| I. Accept Resignation of Senior Accountant
and Approve Recruitment | City Clerk/HR Director Memo |

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

- | | |
|--------------------------------------|-------------------------|
| A. Christmas Lake AIS Program Update | City Administrator Memo |
|--------------------------------------|-------------------------|

5. PARKS

- | | |
|--|---------|
| A. Report by Commissioner Wenner on 07-22-25 Park Commission Meeting | Minutes |
|--|---------|

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

- | | |
|---|---|
| A. SE Area Water Treatment Contract, City Project 24-08 | City Engineer Memo
Resolution 25-069 |
| B. Surplus Items | Public Works Director Memo
Resolution 25-070 |

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

1. Response Matters from the Floor 7/28/25

City Administrator Memo

B. Mayor and City Council

10. ADJOURN

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City Administrator Memo

5. PARKS

A. Report by Commissioner Wenner on 07-22-25 Park Commission Meeting

Minutes

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

A. SE Area Water Treatment Contract, City Project 24-08

City Engineer Memo
Resolution 25-069

B. Surplus Items

Public Works Director Memo
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City Administrator Memo

B. Mayor and City Council

10. ADJOURN

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, JULY 28, 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 Maddy, Sanschagrin, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Manager Czech; City Clerk/HR Director Thone; Planning Director Griffiths; Director of Public Works Morreim; and City Engineer Budde

Absent: None

B. Review Agenda

Sanschagrin moved, Maddy seconded, approving the agenda as presented. Motion passed 5/0.

2. BUDGET WORK SESSION #3 – PERSONNEL, FEES, AND FRANCHISE FEES

Finance Director Schmuck briefly reviewed the schedule, preliminary valuation increases from the County, personnel expenses supported by the tax levy, the portion of personnel expenses covered by user fees within the Enterprise Funds, cost of living adjustments, mandated premium being required by the State to cover paid Family and Medical Leave Act, expected increases for age-based health insurance premiums, and what portions of personnel costs that City has little to no control over. She reviewed the fee schedule and reminded the Council that they were not intended to be a significant revenue source, should sufficiently reimburse the City for expenses related to these items, and should be set based on the City's particular situation, not solely on what other cities have found to be reasonable, and outlined the proposed changes to the fee schedule. She explained that the Master Fee Schedule would be discussed at the August Planning Commission meeting and then be presented to the Council with the goal of adoption by September 8, 2025. She noted that, historically, the fee schedule had been adopted in December, and moving it to September allows for additional time for communication before it goes into effect in January of 2026. She reviewed the department meetings she and City Administrator Nevinski had held with Department Heads to analyze and adjust budgets, and explained how they were able to reduce the budgeted levy to ten point five one percent, and with the recent update from the SLMPD, it was able to be brought down to nine point seven two percent increase. She explained that the most significant items in the budget are for Public Safety and noted that just those two areas have a four point eighty-eight percent levy increase, which is over half what the City was proposing for an increase. She outlined the ongoing efforts for public engagement, public feedback opportunities, and the open office hours, but noted that none of the open hours had been taken by residents. She encouraged the Council to take a look at the Communications Report that had been included in the meeting packet materials.

Councilmember Sanschagrin asked about the sewer connection fee information.

Finance Director Schmuck stated that it could be found in the Fee Schedule information.

Councilmember Sanschagrin asked if the twelve-hundred-dollar fee covered the City's costs.

Finance Director Schmuck explained that neither the water nor sewer connection fees cover the City's costs.

Councilmember Sanschagrin suggested that they include this as a discussion item for possible correction.

Councilmember DiGruttolo asked if there was a way to demonstrate this information so it was easier to digest. She suggested that there be a matrix that lists all the fees and who would be subject to the fees, so people can see the total increase of fees year over year, to see if the City has been consistent. She stated that one of the things discussed at the Council retreat was consistency over time, and she has not seen that yet.

Finance Director Schmuck explained that when they implemented the long-term Financial Management Plan, they had all ten years of future fees laid out and discussed them at the last budget Work Session meeting. She explained that she did not want to regurgitate the same information that was discussed last time, and tonight's narrative was intended to be a summary or snapshot of the long-term plan the Council had approved.

Councilmember DiGruttolo explained that it was hard to see whether these proposed increases were going to be a huge burden for the residents or not.

Finance Director Schmuck stated that the next budget Work Session discussion would be the General Fund, and after that, the Enterprise Funds and the SCEC. She noted that when they discuss the Enterprise Funds, they will have calculations for the impact on residents. She stated that tonight's discussion was the fee schedule, which was based on the long-term Financial Management Plan recommendations, and reminded the Council that it included a rate study done for the City.

Councilmember DiGruttolo referenced some of the personnel increases and asked if the City had a way to analyze how much they were spending and whether it went directly to this person, for example, how much they were paying City Engineer Budde. She noted that one of the things they have discussed is analyzing whether it may make more sense for the City to have its own engineer, but they cannot do this analysis without having this kind of information.

Finance Director Schmuck explained that one hundred forty-five thousand dollars goes into the General Fund budget for engineering fees, which are under contractual services, not personnel. She stated that any of the engineers' extra costs associated with projects would be charged against the escrows that the City has pulled, and would be charged directly to those projects, and would not be included in the City's budget.

Councilmember DiGruttolo stated that the amount the City was paying for budget and personnel would likely substantially increase if the City hired its own engineer. She asked if they would be able to subtract it from the costs of the contract.

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Finance Director Schmuck stated that she was not certain it would be a direct one-for-one, nor did they have a job description, so she could not answer that question.

City Administrator Nevinski stated that he understood the Council wanted to have that discussion, and staff had planned for a follow-up discussion on it, but they had not crunched the numbers at this point. He stated that his estimate for hiring the position, including benefits and overhead costs, would be more than what was budgeted under contractual services by forty to fifty thousand dollars.

Councilmember DiGruttolo stated that the fees that the City collects cannot be more than what it costs, and asked how the City knows how much it costs, if the City does not know how many hours it takes for the city engineer to complete a task.

Finance Director Schmuck explained that when City Engineer Budde does his billing for various applications, he breaks out what is charged for that permit or application, and reiterated that it would be charged to that permit holder, which means it is a one-for-one. She stated that the permit fee was above and beyond what had to be submitted for the escrow and explained that they are required by the State to record revenues and expenditures to ensure that the building and construction permits are not generating revenues for a municipality.

Planning Director Griffiths explained the typical escrow amounts required and noted that they encompass engineering and legal services that may be necessary, and those hours are billed directly to that contract. He stated that there are times when the unused funds are refunded, and sometimes they have to require additional escrow funds to cover related costs. He clarified that the escrow amounts do not show up anywhere in the budget because it is a one-for-one pass-through expense.

Councilmember DiGruttolo asked about the increase in the insurance premium and if it only reflected the State-mandated piece or if it was also an increase from the insurance company.

Finance Director Schmuck explained that the State-mandated portion was point eight eight percent for paid Family Leave, and the estimated eighteen to twenty percent came from outsourcing to Gallagher. She stated that the eighteen to twenty percent was what they were projecting the City's insurance increase would be for 2026.

Councilmember DiGruttolo asked if the eighteen to twenty percent increase was happening throughout the State.

City Clerk/HR Director Thone stated that this projected increase was pretty much across the board throughout the State.

Councilmember Sanschagrín stated that there has been feedback from the public regarding the fees increasing, especially for people with fixed incomes, such as the senior population, and asked if there were any programs that may be able to offer some relief to those people.

Finance Director Schmuck noted that since around 1992, the City has had a low income rate for water and sewer charges, with a reduced base rate. She explained that the City uses Hennepin County's analysis for low-income, so the resident has to supply their financial information to the City on an annual basis.

Mayor Labadie asked how many families fall into the low-income category within Shorewood.

Finance Director Schmuck stated there were currently three households utilizing the low-income rates.

Councilmember Maddy asked how much staff time was used to administer this program and explained that he had always advocated for the thought that cities should not have to know what people make, because it wasn't their business.

Finance Director Schmuck stated that there was significant staff time this year because it had not been done for a while.

Councilmember Sanschagrín asked if there were any other items, like the local sewer availability charge, that had larger numbers where the costs were not being covered by the charge.

Finance Director Schmuck stated that there are some fees in the fee schedule that have not increased since the 1980s, which means that the City was not capitalizing on those increases, but noted that the City also did not want to nickel and dime the residents either.

Councilmember Sanschagrín recommended that staff identify the top five to ten 'heavy-hitter' type items that the City could increase in order to cover their costs and use that as a lever to lower the levy.

Finance Director Schmuck stated that the fees would be variable based on the frequency of their utilization and expressed concern about reducing the levy too much, so they come up short at the end of the year.

Mayor Labadie explained that the Council was open to public input on the information that Finance Director Schmuck had just presented and asked if anyone wanted to address the Council regarding the budget materials.

There were no public comments.

3. NEW CONSTRUCTION WATER CONNECTION PROGRAM

Planning Director Griffiths reminded the Council that at their June 9, 2025, meeting, they had directed staff to pursue requiring connection to the municipal water system when a new home is built or completely reconstructed, when there is access to City water. He explained that staff worked with City Attorney Shepherd to draft a Code amendment to reflect this desire by the Council, which they would like feedback on.

Councilmember Maddy asked how they would define 'immediately available service'. He gave the example of a neighbor who went through a lot split after the watermain was laid, which meant there was not a stub for the new property, so the City would not allow them to connect. He asked if there was a pipe, but no stub, running adjacent to a property line, and if this ordinance would force them to install a new stub.

Planning Director Griffiths explained that they define immediately available water service in the draft language and noted that the intent was that they were referring to the watermain itself, and if it was touching the property or within the right-of-way in front of the property. He stated that in

a situation where there was no service, the property owner would be required to connect and install the new service as part of their new home project.

Councilmember Maddy asked what the financial implications would be for a situation in which someone had to put a new hole in an active watermain.

City Engineer Budde stated that he would estimate it to be around fifteen thousand dollars in that situation.

Councilmember Maddy stated that they would also have to pay to get it into their house.

City Engineer Budde stated that in this situation, the City would give them credit for the ten-thousand-dollar connection.

Councilmember DiGruttolo stated that the proposed language was well-written and contained no ambiguity.

Planning Director Griffiths stated that this would likely come back to the September 8, 2025, City Council meeting for the public hearing.

4. WATER CONNECTION AND ASSESSMENT PROGRAM

City Engineer Budde explained that at the June 9, 2025, City Council meeting, the Council had discussed the option of creating a water service connection program where the City would streamline the process for connection and also look at assessing the full costs. He briefly reviewed the proposed process and steps of a City-led organized connection program.

Councilmember Sanschagrín asked whether the interest rate was defined at five percent.

City Engineer Budde explained that it would vary year by year and noted that it would usually be two percent above the bonding costs.

Councilmember Sanschagrín asked if staff had identified where the City could have the biggest impact.

City Engineer Budde stated that he had a few ideas but was looking for feedback from Council and outlined a few of the different strategies that the City could use.

Councilmember DiGruttolo asked if City Engineer Budde was estimating that the cost to the residents would be two thousand dollars to get pricing on what it would cost them to hook up to City water.

City Engineer Budde stated that it was their estimate.

Councilmember Gorham stated that it made sense to canvas the entire City and not just isolate it to one portion of the City. He stated that it would also help build momentum about the program and get the word out to residents. He noted that the two thousand dollars felt like an opportunity cost while they were building the program because they should not go down too many roads that led to a dead-end.

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Mayor Labadie stated that she agreed with Councilmember Gorham. She asked if they would be able to come up with a price range to share with people about their potential costs, if their well goes out, or if there were too many variables to consider.

City Engineer Budde noted that there was a lot of variability within each situation, and giving a ballpark figure would require them to make a lot of assumptions.

Mayor Labadie stated that the City should try to get the message out to the entire City and not go neighborhood by neighborhood.

Councilmember Sanschagrin asked about doing an assessment of where wells were producing poor-quality water.

City Engineer Budde explained that they had tried to look at where this information may be available and noted that most of that information came from the City's rental program. He noted that the best information they have is included in the June 9, 2025, packet materials.

Mayor Labadie referenced the three discussion-requested points within the staff report and stated that she wanted to make sure there was time for the Council to give input on those items. She noted that she and Councilmember Gorham had expressed an opinion on item one that they would like this to be available City-wide. She asked if the Council had any input on the second item.

Councilmember DiGruttolo noted that they were only talking about around five hundred homes. She stated that some of the research items included in the proposed two-thousand-dollar cost could be replicated and documented, such as the location of curb stops in the field and verifying service. She explained that if they could reduce this cost below two thousand dollars, she would have a greater comfort level with it because that was fairly high for a non-refundable cost.

Councilmember Gorham stated that he had been very vocal in past discussions about breaking down barriers, and this program could be something that makes this easier for people, but he also did not want to provide free engineering services to everyone.

City Engineer Budde stated that they would work on refining these costs and would bring that information back to the Council.

Councilmember Maddy explained that he would be comfortable with some subsidy because the City would benefit from encouraging people to investigate this possibility, even if they do not hook up, because the next homeowner may choose to hook up, and the City would already have knowledge of the home, such as where the stubs were located.

Councilmember DiGruttolo stated that she agreed that there should be a down payment, and the City could subsidize some of the costs. She noted that the City wanted to incentivize people to do this and stated that a two-thousand-dollar non-refundable cost may be enough where people will just say 'no', and also believed that there was some sort of middle ground.

Mayor Labadie asked the Council if there were specific things they would like to see addressed in the communication to the public on this topic.

CITY OF SHOREWOOD WORK SESSION COUNCIL MEETING MINUTES

JULY 28, 2025

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Councilmember DiGruttolo stated that she would like to send out mailers and send them more than once, and not just rely on people getting information from the internet.

Mayor Labadie stated that she would agree and noted that people have a tendency to get their information from one source, but noted that a Facebook user may not be a website peruser, so the more places the City could communicate the same message, the better.

Councilmember Gorham suggested that if the plan was to have residents fill out some information and send it in to the City, they have the option of a QR code.

Mayor Labadie noted that if they had the option of residents using a QR code, they could have flyers available at upcoming City events.

Councilmember Sanschagrín suggested that in their communications, the City emphasize the processes that have been put into place to ensure the safety and quality of City water.

5. MUNICIPAL WATER POLICY UPDATE

Planning Director Griffiths explained that this item was intended to be an informational item for the Council to see the status of the options that the Council had asked staff to pursue, and briefly reviewed the data included within the table.

Councilmember Sanschagrín asked if staff had received any public feedback on these potential policies.

Planning Director Griffiths stated that he had not received any feedback.

Councilmember Sanschagrín noted that the Council had received an email related to the proposed infrastructure fee and questioned its fairness.

Finance Director Schmuck noted that the infrastructure fee had been included in the fee schedule with an implementation date of 2027. She stated that it was put in as a placeholder, so there would be time for further discussion on that item.

6. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Work Session Meeting of July 14, 2025, at 6:48 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 28, 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. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Maddy, Sanschagrin, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Planning Director Griffiths; Communications and Recycling Coordinator Wilson; and Finance Director Schmuck

Absent: None

C. Review Agenda

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

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of July 14, 2025

B. City Council Regular Meeting Minutes of July 14, 2025

C. Approval of the Verified Claims List

D. Water Assessment Agreement – 23622 Smithtown Road, Adopting RESOLUTION 25-066, “A Resolution Approving and Adopting a Special Assessment.”

E. Codification of Supplement S-20, Adopting ORDINANCE 623, “An Ordinance Enacting and Adopting the 2024 S-20 Supplement to the Code of Ordinances for the City of Shorewood, Minnesota.”

Motion passed.

3. MATTERS FROM THE FLOOR

Dale Newberg, 26960 Beverly Drive, stated that they have lived on Beverly Drive for thirty-five years and have been on a private well the entire time. He outlined the five thousand dollars they have spent over that time for well maintenance and repairs. He explained that they have had their water tested multiple times and have found it to be of high quality. He explained that they do not want to have fluoride or other chemicals added to their water. He stated that he was here to express his concerns and disapproval of the City's proposed water assessment programs. He gave a brief overview of his thoughts on the program, proposed fees, and the requirement for water hookup, upon sale of a home, when there is City water access in the street. He suggested that if the City wanted to incentivize residents to hook up to City water, they should find a carrot to use, and not a stick, and shared examples.

Barry Brown, 6050 Burlwood Court, stated that at a recent Work Session meeting, Councilmember DiGruttolo had spoken of communication with residents. He suggested that one of the things the City could do was for entities that come to the City, such as the new cable companies, to insist on public access to a communications person or project manager, as part of the contract. He explained that for many of the City projects, there is no clear person for residents to communicate with. He noted that for a recent mill and overlay project near Shorewood Oaks, the assumption by the residents was that it would be a simple process of grinding the street and covering it up again, but it turned into a much bigger project than expected. He shared examples of curbs being taken out, trees being removed from both right-of-way areas as well as private residential lots. He noted that he did not feel that it was fair that taxpayers were paying for tree removal on private properties. He explained that from a communications standpoint, these were things that the residents should be aware of and why the City was making these kinds of decisions. He referenced the mill and overlay process on Eureka Road and stated that he had never seen curbs in any of the proposals for that project, but they were installing curbs on the whole street. He stated that it would benefit the City to take a look at the last three to five years of estimates that the Council was getting from staff members, compared to what actually occurred.

Councilmember Maddy asked staff to respond, in the future, to the concern raised by Mr. Brown about the removal of trees from private properties.

4. REPORTS AND PRESENTATIONS

A. **South Lake Minnetonka Police Department 2026 Budget – Chief Justin Ballsrud**

Police Chief Ballsrud gave an overview of the proposed South Lake Minnetonka Police Department 2026 Budget. He explained that the current proposal is for a total increase of eight point four percent from the 2025 budget and highlighted a few things from the budget proposal and changes that were made in order to bring down the overall budget costs.

Councilmember DiGruttolo asked about subscriptions and memberships denoted in the budget.

Police Chief Ballsrud stated that these included things like their scheduling software, training trackers, Hennepin County Chiefs' Association, and the Minnesota Chiefs' Association.

Councilmember DiGruttolo referenced some of the items that were large increases, such as part-time salaries, subscriptions and memberships, and disability benefits.

Police Chief Ballsrud stated that the jump in disability benefits was due to the estimate for the Family Leave Act. He noted that this was the Department's first year with the part-time records clerk, and also due to the elimination of the full-time CSO position, this included the increase for the part-time Evidence Tech position.

Councilmember Sanschagrín stated that Police Chief Ballsrud stated that the overall increase was eight point four percent, but at the bottom of the schedule, it appears to be just six point seven percent.

Police Chief Ballsrud explained that the eight point four percent was for the overall cost, and the six point seven percent factors in several grants and reimbursements that they receive from the State.

Councilmember Sanschagrín listed off some of the numbers in the schedule and explained that he was still confused by how the numbers worked.

Police Chief Ballsrud stated that, in looking at the 2026 budget proposal, he believed that there may be an error in the formula and explained that he would have to check on those numbers.

Councilmember DiGruttolo asked who was responsible for helping put the budget together and if the Department got help from one of the member cities.

Police Chief Ballsrud stated that the responsibility fell on him, as the Chief, and he used the Department Administrator, who handles finance and bookkeeping for the Department, to assist.

Councilmember DiGruttolo asked if it would be helpful for the member cities to share the services of their financial staff members to help the Department prepare the budgets.

Police Chief Ballsrud acknowledged that it could potentially be helpful and noted that, because this was his first year, he had reached out and gotten some help.

Mayor Labadie stated that the mayors from the member cities work well together and have discussed the budget numerous times. She stated that Greenwood Mayor Fletcher had worked quite a bit with Police Chief Ballsrud on the current budget.

Police Chief Ballsrud agreed and noted that the Operating Committee was the first people who had seen the proposed budget, which led to him making some of the decisions and some changes related to the budget.

City Administrator Nevinski explained that part of the conversations that the city managers from the JPA cities were having was how to better support the Chiefs because their training was in public safety, but they were being asked to do public safety, finance and HR duties as well. He stated that more conversations need to happen about these kinds of issues and consider whether those types of services should be provided by one of the member cities or through a contractual relationship with an outside agency.

Councilmember Sanschagrín stated that he appreciated this thought process and believed it was important for the cities to support the Chiefs.

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JULY 28, 2025

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Councilmember DiGruttolo stated that she agreed and noted that the cities should be sharing their staff resources.

Mayor Labadie noted they were taking steps in the right direction, and both the Coordinating Committee and the Operating Committee, along with Chief Ballsrud and his staff, had spent a lot of time on the budget this year. She reminded the Council that this item was meant to have an interactive discussion regarding the budget, and the Council was not being asked to vote on the budget tonight.

Councilmember Gorham stated that seeing how everything breaks down, by city, would be helpful to see within the summary. He referenced the proposed overall increase of one hundred ninety-five thousand five hundred forty-three and explained that he would like to be able to see how they got to that number.

City Administrator Nevinski explained that what Councilmember Gorham was referencing was the cover memo for tonight's meeting, and he did not know if Chief Ballsrud had seen that. He noted that what was provided to the Council today came out of the July 23, 2025, meeting related to budget changes. He explained that they would plan to bring back more details when it comes back for formal budget approval.

Councilmember Maddy stated that in looking at the spreadsheet, some of the percentages show an increase of two hundred percent, but the dollar amount is only about ten thousand dollars, and another line item for wages that increased about one percent, but was a much larger dollar figure. He suggested that the next version have a column that indicates the new difference in the actual dollar amount so they are able to more easily see where the inflationary pressures are landing.

Councilmember Sanschagrin stated that in past Council meetings, they had noted that the Excelsior costs did not have overhead baked into their salaries and asked if the new budget took that into account and included an adjusted rental rate that would cover those costs.

Police Chief Ballsrud stated that it did not and would require time and discussion, because Excelsior owns and provides supplemental equipment for that program.

Councilmember DiGruttolo stated that she would like to see more information on the repairs and maintenance. She stated that the proposed increase was significant and asked if these were things that could be forecast out, and noted that this was one of the reasons she had brought up the possibility of providing additional expertise from the cities for planning purposes in order to become more predictable.

Police Chief Ballsrud stated that one of the reasons for the larger increase in repairs and maintenance was due to the vehicle leases and repairs for the building.

Mayor Labadie asked for an explanation of the instances related to the squad cars that caused this line item to be a bit higher.

Police Chief Ballsrud gave an overview of some of the instances that happened and explained that some of them were not foreseeable. He explained that the vehicle involved in the officer-involved shooting was in the possession of the BCA for almost a year while they conducted their investigation, and then it was in the body shop getting fixed for several months, which meant they were down a vehicle. He shared examples of current vehicles, mileage, breakdowns that required

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towing, and the desire for reliable vehicles, which was why they were looking to get away from leasing vehicles and move back towards ownership.

Mayor Labadie noted that the Council had indicated some things that they would like more information on and invited Police Chief Ballsrud to come back to a future Council meeting to present more details related to the proposed budget for 2026.

Councilmember Sanschagrín explained that there was interest from the public in having more information about what kinds of things the Police Department was up to.

Police Chief Ballsrud stated that they have a strong social media presence, but some people are not on social media. He noted that many cities have a Public Relations Department that handles this kind of outreach, but explained that the Police Department does not have the budget for this type of staff member and has been relying on current staff members. He explained that he handles the Department's webpage, which was not something he went to school for, and has had to teach himself how to do updates.

5. PARKS

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Recycling RFP

Communications and Recycling Coordinator Wilson reminded the Council that the City's current contract with Republic would end on December 31, 2025. He outlined the RFP details, including the different scenarios of single-sort recycling and organic material collection. He explained that the City received four proposals through this process, the community survey that had been conducted, and explained that, at a minimum, staff was looking to enter into a single-sort recycling contract and were recommending moving forward with Waste Management (WM). He stated that staff was also looking for direction from the Council on whether they want to pursue a curbside organics recycling program.

Councilmember Sanschagrín asked why staff was recommending moving forward with WM.

Communications and Recycling Coordinator Wilson explained that their proposed costs were the lowest, their references were positive, liked their education and outreach that was presented, and also their proposed sustainability measures.

Councilmember DiGruttolo explained that she had looked at Suburban Waste and WM and noted that she liked Suburban Waste a bit better than WM. She stated that Suburban Waste had increased their pricing year over year, but by 2030, it was only a ten percent increase total, and for WM, they raised their pricing a total of seventeen percent for the same period. She stated that another thing she liked about Suburban Waste was that they had local people for calls, with no call center, and asked if the references were what had tipped the scales in favor of WM from a staff level.

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Communications and Recycling Coordinator Wilson acknowledged that the feedback from references was a big piece of tipping the scales in favor of recommending WM. He stated that his understanding was that there were also local contacts with WM, as well as an app for people to use.

Councilmember Sanschagrín asked if Suburban Waste also had an app.

Communications and Recycling Coordinator Wilson explained that he was not sure and stated that information on an app was not included in the proposal from Suburban Waste, but was included for WM.

Councilmember Sanschagrín stated that the community survey information seemed to indicate that people were in favor of providing organics collection.

Communications and Recycling Coordinator Wilson stated that the City had received mostly positive comments about this on the survey, but they did receive a few phone calls from residents who did not want to be charged for organics.

Councilmember DiGruttolo clarified that she would support moving forward with WM, even though, in her review, she had slightly preferred Suburban Waste over WM. She noted that one potential drawback to Suburban Waste was that they had not had a municipal contract before. She stated that she was definitely in favor of providing curbside organics collection.

Mayor Labadie stated that she would be in favor of starting a pilot program for curbside organics collection so they can see how it goes in the City.

Councilmember Gorham stated that moving forward with WM seemed like it would be fine.

Councilmember Sanschagrín explained that he would support either WM or Suburban Waste, and noted that his reasons were similar to what was shared by Councilmember DiGruttolo.

Mayor Labadie stated that she could also support either WM or Suburban Waste, but was leaning more towards WM due to their lower cost.

Councilmember DiGruttolo reminded the Council that by the end of the contract term, WM's price increases would be higher than Suburban Waste's would be.

The Council discussed potential contract terms/lengths, when the City would go through the RFP process, possible future negotiation options, customer service expectations, and experience with the companies that had submitted RFPs.

Councilmember Maddy stated that Suburban Waste had been great to work with in the past for him, but acknowledged that WM can do most of the same things. He stated that Suburban Waste has had good customer service for a long time and was trying to push into the municipal market, but explained that he did not want to use taxpayer dollars to help them. He noted that if it could be a net or similar cost, he would lean towards them. He reviewed the recycling costs compared to the organics costs and noted that the organics look like they will cost forty dollars per month per user, and also put another truck on the roads. He stated that he did not think the City was ready, until they are forced, to have a truck, because the hauling is so much more expensive, which was why he was shying away from supporting organics collection right now. He stated that

between Suburban Waste and WM, he would lean towards the lowest bidder that offers similar service.

DiGruttolo moved, Sanschagrín seconded, to Direct Staff to Negotiate a Contract for Curbside Recycling with WM.

Motion passed.

DiGruttolo moved, Labadie seconded, to Direct Staff to Develop a Schedule and Process to Implement a Curbside Organics Collection Program.

Councilmember Sanschagrín noted that Councilmember Maddy had expressed concerns about proceeding with this and suggested the Council discuss this.

Councilmember Gorham stated that he liked the idea of curbside organics collection but was worried about the overall pay structure.

Communications and Recycling Coordinator Wilson gave an overview of the pay structure that would charge everyone for this service, regardless of whether they used it or not, due to the ordinance, which is similar to recycling. He noted that currently, cities with a population of ten thousand people were required to have organics collection, and cities above five thousand had the choice of having an organics drop-off site or a curbside program. He stated that in the new 2022-2042 Solid Waste Management Plan, which indicated that curbside pickup would be a requirement for cities above five thousand people, at some point.

Councilmember Maddy asked which governing body managed that requirement.

Community and Recycling Coordinator Wilson explained that this came from the MPCA and briefly reviewed some of the other requirements included in this upcoming change.

Mayor Labadie noted that residents have spoken up at Matters from the Floor regarding problems with the drop-off sites.

Councilmember Maddy explained that he did not think there was a net benefit if only ten to twenty percent of the residents were causing a truck to go onto almost every City street, and did not see the net benefit.

Mayor Labadie stated that to use the drop-off sites, residents need to sign up for a code to gain access and asked how many residents had the code.

Communications and Recycling Coordinator Wilson stated that there were currently one hundred sixty-three households who were signed up.

The Council discussed contamination at the drop-off sites, fear of vandalism if they unlocked access to the drop-off site, upcoming mandates about organics collection, not knowing when those mandates would be put into place, and the desire for a cost-benefit analysis before a decision is made.

Mayor Labadie stated that, based on the discussion, it appeared that the majority of the Council was not ready to move forward with curbside organics pickup at this time. She asked staff to

bring back information to the Council related to the items they had expressed concerns about in their discussions.

Motion failed 2/3 (DiGruttolo and Labadie – Aye, Gorham, Maddy, and Sanschagrín – Nay)

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

Finance Director Schmuck explained that the City had sent out an RFP to six entities for auditing services in addition to posting it on the City's website and the League of Minnesota Cities' websites.

City Clerk/HR Director Thone stated that they had final interviews earlier today for the Administrative Assistant position and would be making a recommendation to the Council at the August 11, 2025, meeting.

City Administrator Nevinski stated the consultant for the Highway 7 Coalition had been reaching out to the communities and school districts to try to get some baseline information. He noted that work is starting on developing the Coalition study. He stated that the City had been scoping out audio/video equipment and noted that they try to purchase various equipment at separate times to spread out the overall costs. He explained that they had to cancel Safety Camp because there was not enough interest from the community. He stated that the mill and overlay project was underway and hoped that paving would take place sometime next week. He referenced the comment made during Matters from the Floor related to the removal of trees and explained that the Council had approved a change order in May for the removal of trees, particularly ash trees. He stated that the rationale was that when those trees eventually die and fall, it would likely be within the public right-of-way and would have to be dealt with in an emergency fashion.

Councilmember Sanschagrín asked if this included trees that were wholly within private property.

City Administrator Nevinski stated that if a tree was close to the right-of-way line, going to impact the right-of-way, or was an ash tree, and if the homeowner wanted it removed, they would remove it as part of this project, as a proactive step.

Councilmember DiGruttolo asked how many trees would be removed.

City Administrator Nevinski stated that there were about seventy trees throughout the entire project area that would be coming down.

Councilmember Sanschagrín asked if the City was staying within its budget.

City Administrator Nevinski stated that, to his knowledge, they were staying within the budget. He stated that he will discuss the concern raised about the tree removals with Public Works Director Morreim and City Engineer Budde.

B. Mayor and City Council

Councilmember DiGruttolo asked about the process of adding topics to Council meetings for discussion.

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City Administrator Nevinski stated that there is no clear process at the moment, but there was one laid out within the draft Bylaws, slated for discussion in September. He stated that the proposed process was along the lines of a Councilmember bringing up a topic and, if there was support from the Council that this topic was worth further discussion, then the Council could direct staff to add it to a future agenda.

Councilmember DiGruttolo listed a few examples of things that she would like to see brought back for further discussion by the Council.

Councilmember Sanschagrín stated that he would like to see things have a tentative date attached to them.

City Administrator Nevinski explained the reasons that he would not attach a tentative date to these kinds of future discussion items.

Councilmember Sanschagrín suggested adding an agenda item for City Council tentative meeting topics as a placeholder, with a list of items, so the Council could discuss priorities. He noted that he had attended the Park Commission meeting and gave an overview of their discussion topics.

Councilmember Maddy stated that the EXFD Relief Association bumped up their retirement formula because its investments were doing well. He gave an overview of the EXFD budget, staffing, lack of grant funds, and direction the EXFD Board had given related to delaying some proposed hires and permission to sell a seldom-used truck. He explained that they needed to purchase SCBA equipment this year, which they had hoped to receive grant funding for, but instead had ended up making the budget look bad.

Mayor Labadie stated that four of the five mayors from the member cities had attended the recent EXFD Board meeting to express their concerns about the proposed 2026 budget. She encouraged the Council to do some research and make sure they were informed about the EXFD before they were asked to make a decision, and noted that she did not see how they would be able to make cuts to the budget. She stated that if the Council had specific questions, she would encourage them to reach out to Chief Mackey or Councilmember Maddy, who was the current chair of the EXFD Board.

Councilmember DiGruttolo explained that, as a former military officer, she was frustrated by Mayor Labadie's statement and explained that she would never let all of her military vehicles or equipment expire at the same time. She asked why there had not been a plan for ten percent of this equipment to be replaced each year and expressed frustration about the circumstances and possible competence of the decision makers in this situation.

Councilmember Maddy explained that many EXFD Boards before the current Board had decided not to hold the member cities' money and would take it as it came, but noted that the current Board was working to change that approach to do the kinds of things Councilmember DiGruttolo had mentioned and plan for these types of things.

Councilmember Sanschagrín asked if there may be other assets that could be liquidated.

Councilmember Maddy stated that they are planning to sell some of the old hoses to a group of Wisconsin farmers. He noted that they had also made some smaller cuts, but had asked Chief

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Mackey to try to find more possible cuts. He stated that he had gotten multiple letters from the firefighters stating that they were not happy about the decision to sell the truck. He stated that the EXFD had made a decision to hire a firm to make a long-term CIP plan for all of their equipment and facilities.

Councilmember DiGruttolo expressed frustration with the fact that both the Chief and the Assistant Chief were not around on the Fourth of July and stated that she would like the full Council to have a better handle on things related to the EXFD. She noted that, in her opinion, if she were giving out grades, things with the EXFD were currently at a C- and should be better than that.

Councilmember Maddy noted that they had a special EXFD meeting in a few weeks to discuss the budget.

Mayor Labadie stated that this meeting was open to the public and noted that if more than two of the Councilmembers were interested in attending, it would have to be noticed.

Mayor Labadie stated that she attended the Chaska Fishing with Friends event and a meeting hosted by Senator Stewart regarding Highway 7. She noted that there is a potential project in Chanhasen that could affect the Highway 7 project in Shorewood and gave a brief description of this proposal.

10. ADJOURN

Maddy moved, Sanschagrin seconded, Adjourning the City Council Regular Meeting of July 28, 2025, at 8:48 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: **Verified Claims**
Meeting Date: August 11, 2025
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Jeanne Schmuck, Finance Director
Attachments: **Claims Lists**

Item
2C

Background:

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

Claims for Council authorization:

Payroll-07-28-2025-ACH	\$63,467.63
Payroll-07-28-2025-AP	\$74,455.60
Council-08-11-2025	\$242,391.88

Total Claims: Checks & ACH	\$380,315.11
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Financial or Budget Considerations

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

Action Requested

Motion to approve the claims list as presented.

Clearing House

Distribution Report

User: mnguyen
 Printed: 07/28/2025 - 9:46AM
 Batch: 00028.07.2025



Account Number	Debit	Credit	Account Description
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700-00-2170-0000	63,467.63	0.00	GROSS PAYROLL CLEARING
	63,467.63	63,467.63	
Report Totals:	63,467.63	63,467.63	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 07/28/2025 - 10:29AM
Batch: 00008.07.2025 - Payroll-07-28-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				
July-2025	PR Batch 00001.07.2025 Union Dues	209.51	07/14/2025	Check Sequence: 1 700-00-2182-0000	ACH Enabled: True PR Batch 00001.07.2025 Union Dues
July-2025	PR Batch 00002.07.2025 Union Dues	209.51	07/28/2025	700-00-2182-0000	PR Batch 00002.07.2025 Union Dues
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Vendor: 5	EFTPS - FEDERAL W/H				
PR-07-28-2025	PR Batch 00002.07.2025 Federal Income Tax	8,673.28	07/28/2025	Check Sequence: 2 700-00-2172-0000	ACH Enabled: True PR Batch 00002.07.2025 Federal Income Tax
PR-07-28-2025	PR Batch 00002.07.2025 Medicare Employee Pc	1,317.94	07/28/2025	700-00-2174-0000	PR Batch 00002.07.2025 Medicare Employee Pc
PR-07-28-2025	PR Batch 00002.07.2025 FICA Employer Portion	5,635.34	07/28/2025	700-00-2174-0000	PR Batch 00002.07.2025 FICA Employer Portion
PR-07-28-2025	PR Batch 00002.07.2025 Medicare Employer Po	1,317.94	07/28/2025	700-00-2174-0000	PR Batch 00002.07.2025 Medicare Employer Po
PR-07-28-2025	PR Batch 00002.07.2025 FICA Employee Portio	5,635.34	07/28/2025	700-00-2174-0000	PR Batch 00002.07.2025 FICA Employee Portio
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July-2025	PR Batch 00001.07.2025 Health Insurance - Joe	1,333.12	07/14/2025	700-00-2171-0000	PR Batch 00001.07.2025 Health Insurance
July-2025	PR Batch 00001.07.2025 Health Insurance - CoF	370.73	07/14/2025	700-00-2171-0000	PR Batch 00001.07.2025 Health Insurance
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July-2025	PR Batch 00002.07.2025 Health Insurance - CoF	370.73	07/28/2025	700-00-2171-0000	PR Batch 00002.07.2025 Health Insurance
July-2025-adj	PR Batch 00002.07.2025 Health Insurance-HSA	-0.15	07/28/2025	700-00-2171-0000	PR Batch 00002.07.2025 Health Insurance
July-2025-Adj	Adj	-0.15	07/14/2025	700-00-2171-0000	PR Batch 00002.07.2025 Health Insurance
July-2025-Adj	Adj	0.30	07/14/2025	700-00-2171-0000	PR Batch 00002.07.2025 Health Insurance
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July-2025-Adj	Adj	0.14	07/28/2025	700-00-2184-0000	
July-2025-Adj	Adj	0.14	07/14/2025	700-00-2184-0000	
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Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 5	ACH Enabled: True
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Vendor: 2	MISSION SQUARE RETIREMNT-302131-457			Check Sequence: 6	ACH Enabled: True
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PR-07-28-2025	PR Batch 00002.07.2025 Mission Sq-Flat Amoun	100.00	07/28/2025	700-00-2176-0000	PR Batch 00002.07.2025 Mission Sq-Flat /
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PR-07-28-2025	PR Batch 00002.07.2025 MN PERA Benefit Em	6,897.10	07/28/2025	700-00-2175-0000	PR Batch 00002.07.2025 MN PERA Benef
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Vendor: 1091	VOYA FINANCIAL			Check Sequence: 9	ACH Enabled: True
PR-07-28-2025	PR Batch 00002.07.2025 Deferred Comp-Yoya-f	25.00	07/28/2025	700-00-2176-0000	PR Batch 00002.07.2025 Deferred Comp-Y
	Check Total:	25.00			

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	Total of Number of Checks:	9			
AP-Computer Check Proof List by Vendor (07/28/2025 - 10:29 AM)					
					Page 3

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 08/06/2025 - 11:04AM
Batch: 00001.08.2025 - Council-08-11-2025



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	Check Total:	1,125.00			
Vendor: 817 16168	ARCPOINT LABS OF EDINA Drug Testing	180.90	08/11/2025	Check Sequence: 2 101-32-4305-0000	ACH Enabled: False
	Check Total:	180.90			
Vendor: 125 098P20975.01-Cr 098P25914 WN7645	BOYER FORD TRUCKS, INC. Battery For Snow Plow Truck-Credit Coolant Hoses Single-AXLE Chassis-VIN:1FVAG3FEXTHWN1	-415.26 325.08 116,306.90	07/14/2025 07/14/2025 08/11/2025	Check Sequence: 3 101-33-4245-0000 101-32-4221-0000 403-00-4640-0000	ACH Enabled: True
	Check Total:	116,216.72			
Vendor: 136 07-24-2025 07-24-2025 07-30-2025 07-30-2025 07-30-2025 07-30-2025 07-30-2025	CENTERPOINT ENERGY-GAS 20630 Manor Rd 5735 Country Club Rd-SCEC 5755 Country Club Rd 24200 Smithtown Rd 28125 Boulder Bridge 6000 Eureka Road 20405 Knightsbridge Rd	22.02 66.14 43.34 143.46 22.02 27.54 33.04	08/11/2025 08/11/2025 08/11/2025 08/11/2025 08/11/2025 08/11/2025 08/11/2025	Check Sequence: 4 101-52-4380-0000 201-00-4380-0000 101-19-4380-0000 101-32-4380-0000 601-00-4396-0000 101-52-4380-0000 601-00-4394-0000	ACH Enabled: True
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07-25-2025	Acct#334037388-C.H.-952-470-6340	247.19	08/11/2025	101-19-4321-0000	952-474-6340-989-C.H.
Vendor: 456 X353185	Check Total:	648.05			
	CORE & MAIN, LP			Check Sequence: 6	ACH Enabled: False
	Valve Selections For M&O	1,973.94	08/11/2025	601-00-4245-0000	
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	DAVEY RESOURCE GROUP, INC.			Check Sequence: 7	ACH Enabled: True
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Vendor: 804 6256 6256 6256 6256 6256 6256	Check Total:	695.00			
	DDA HUMAN RESOURCES, INC.			Check Sequence: 8	ACH Enabled: False
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	2024 Continuing Disclosure Fee	658.27	08/11/2025	321-00-4720-0000	
	2024 Continuing Disclosure Fee	338.36	08/11/2025	601-00-4720-0000	
	2024 Continuing Disclosure Fee	151.25	08/11/2025	611-00-4720-0000	
Vendor: 167 1058996 1059186	Check Total:	2,600.00			
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	Check Total:	116.05			
	GOPHER STATE ONE CALL			Check Sequence: 10	ACH Enabled: True
	Monthly Rental	150.75	08/11/2025	611-00-4400-0000	
	Monthly Rental	150.75	08/11/2025	631-00-4400-0000	
Vendor: UB*00668	Monthly Rental	150.75	08/11/2025	601-00-4400-0000	
	Check Total:	452.25			
	Shannon Harris			Check Sequence: 11	ACH Enabled: False
	Refund Check 008514-000, 25645 Valleywood I	76.60	08/04/2025	611-00-2010-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 008514-000, 25645 Valleywood I	32.82	08/04/2025	631-00-2010-0000	
	Refund Check 008514-000, 25645 Valleywood I	32.83	08/04/2025	621-00-2010-0000	
	Check Total:	142.25			
Vendor: 1332	JERRY'S PRINTING			Check Sequence: 12	ACH Enabled: False
100176	Name Badge	60.00	08/11/2025	101-18-4200-0000	
100305	Master Plan Yard Signs	102.00	08/11/2025	101-53-4351-0000	
99972	Safety Camp & Off-Leash Dog Signs	215.00	08/11/2025	101-53-4351-0000	
	Check Total:	377.00			
Vendor: 1515	KATH FUEL OIL SERVICE CO.			Check Sequence: 13	ACH Enabled: True
831976	Fuel for Trailer	1,301.66	08/11/2025	101-32-4212-0000	
831996	Fuel for Trailer	586.10	08/11/2025	101-32-4212-0000	
	Check Total:	1,887.76			
Vendor: 1559	KILLMER ELECTRIC CO., INC.			Check Sequence: 14	ACH Enabled: False
W25282	Signal MTCE - 7th/Vine Hill Road	264.60	08/11/2025	101-32-4400-0000	
	Check Total:	264.60			
Vendor: 436	MARK HODGES MEDIA PRODUCTIONS			Check Sequence: 15	ACH Enabled: True
2025-006	Work Session - Council Recording Svcs 06/10/2;	150.00	08/11/2025	101-11-4400-0000	
	Check Total:	150.00			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 16	ACH Enabled: True
1556	Janitorial Services-PW's Facility	520.00	08/11/2025	101-32-4400-0000	
1562	Janitorial Services-SCEC	460.00	08/11/2025	201-00-4400-0000	
1562	Janitorial Services-SCEC-Event Setup/Teardown	210.00	08/11/2025	201-00-4248-0000	
	Check Total:	1,190.00			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 17	ACH Enabled: True
1191190	Monthly Waste Water Svc	89,535.36	08/11/2025	611-00-4385-0000	
	Check Total:	89,535.36			
Vendor: 987	MINNESOTA PLAYGROUND RECREATION			Check Sequence: 18	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2025301	Badger Park Playground Equipment Part	4,016.32	08/11/2025	101-52-4221-0000	
	Check Total:	4,016.32			
Vendor: 463	MTI DISTRIBUTING INC.			Check Sequence: 19	ACH Enabled: False
1488228-00	Lawn Mowing Parts	870.88	08/11/2025	101-52-4221-0000	
	Check Total:	870.88			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 20	ACH Enabled: True
1936825	Cathcart Park-26655 W.- 62nd St	85.40	08/11/2025	101-52-4400-0000	
1936826	Freeman Park-6000 Eureka Rd	256.20	08/11/2025	101-52-4400-0000	
1936827	Silverwood Pk-5755 Covington R	85.40	08/11/2025	101-52-4400-0000	
1936828	South Shore-5355 St Albans Bay	85.40	08/11/2025	101-52-4400-0000	
1936829	Christmas Lk Rd-5625 Merry Ln	383.08	08/11/2025	101-52-4400-0000	
	Check Total:	895.48			
Vendor: 1560	BRUCE PRASKA			Check Sequence: 21	ACH Enabled: False
5935BBL	Broken Sprinkler Heads-5935 Boulder Bridge La	288.00	08/11/2025	420-00-4680-0000	
	Check Total:	288.00			
Vendor: 864	QUALITY FLOW SYSTEMS, INC.			Check Sequence: 22	ACH Enabled: True
49349	Field Repair- L.S. MTCE	936.00	08/11/2025	611-00-4400-0000	
	Check Total:	936.00			
Vendor: UB*00667	Christopher & Leslie Richmond			Check Sequence: 23	ACH Enabled: False
	Refund Check 008660-000, 5675 Marsh Pointe	11.16	08/04/2025	621-00-2010-0000	
	Refund Check 008660-000, 5675 Marsh Pointe	11.16	08/04/2025	631-00-2010-0000	
	Refund Check 008660-000, 5675 Marsh Pointe	22.32	08/04/2025	601-00-2010-0000	
	Refund Check 008660-000, 5675 Marsh Pointe	26.05	08/04/2025	611-00-2010-0000	
	Check Total:	70.69			
Vendor: 305	SAFEBUILT LLC-LOCKBOX #88135			Check Sequence: 24	ACH Enabled: False
2170307	Inspection Services	1,289.29	08/11/2025	101-24-4400-0000	
	Check Total:	1,289.29			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 25	ACH Enabled: True
INV-021420	Springbrook-CivicPay Fees	315.00	08/11/2025	631-00-4450-0000	
INV-021420	Springbrook-CivicPay Fees	315.00	08/11/2025	621-00-4450-0000	
INV-021420	Springbrook-CivicPay Fees	315.00	08/11/2025	611-00-4450-0000	
INV-021420	Springbrook-CivicPay Fees	315.00	08/11/2025	601-00-4450-0000	
	Check Total:	1,260.00			
Vendor: 391	US BANK - CORPORATE TRUST SERVICES			Check Sequence: 26	ACH Enabled: True
7828983	Acc#0178271NS-Shorewood GO-Series 2023A	299.38	08/11/2025	323-00-4720-0000	
7828983	Acc#0178271NS-Shorewood GO-Series 2023A	80.25	08/11/2025	601-00-4720-0000	
7828983	Acc#0178271NS-Shorewood GO-Series 2023A	58.18	08/11/2025	611-00-4720-0000	
7828983	Acc#0178271NS-Shorewood GO-Series 2023A	62.19	08/11/2025	631-00-4720-0000	
	Check Total:	500.00			
Vendor: 392	VALLEY-RICH CO. INC.			Check Sequence: 27	ACH Enabled: False
34705	Emergency Water Service Repair - 6050 Burlwo	7,975.74	08/11/2025	601-00-4400-0000	
	Check Total:	7,975.74			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 28	ACH Enabled: True
314372	Road Materials	63.28	08/11/2025	101-32-4250-0000	
314430	Road Materials	561.47	08/11/2025	101-32-4250-0000	
314744	Road Materials	546.91	08/11/2025	101-32-4250-0000	
	Check Total:	1,171.66			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 29	ACH Enabled: True
937307497	5735 Country Club Rd	879.75	08/11/2025	201-00-4380-0000	5735 Country Club Rd
937346354	5755 Country Club Rd	52.28	08/11/2025	101-19-4380-0000	5755 Country Club Rd
937500807	24253 Smithtown Rd	514.42	08/11/2025	601-00-4395-0000	24253 Smithtown Rd
937650252	5700 County Rd 19 - Unit Light	169.81	08/11/2025	101-32-4399-0000	5700 County Rd 19 - Unit Light
937650252	5700 County Rd 19	58.55	08/11/2025	101-32-4399-0000	5700 County Rd 19
937715243	28125 Boulder Bridge Drive	3,512.46	08/11/2025	601-00-4396-0000	28125 Boulder Bridge Drive
937723604	4931 Shady Isalnd Road	18.11	08/11/2025	611-00-4380-0000	4931 Shady Isalnd Road
	Check Total:	5,205.38			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	242,391.88			
	Total of Number of Checks:	29			
AP-Computer Check Proof List by Vendor (08/06/2025 - 11:04 AM) Page 6					



City Council Meeting Item

Title/Subject: Freeman Park Trail Improvements-Authorize Final Acceptance & Payment; City Project 22-05
Meeting Date: Monday July 14th, 2025
Prepared by: Andrew Budde, City Engineer
Reviewed by: Matt Morreim, Director of Public Works
Attachments: Final Payment Application, Resolution

Background:

On August 14th, 2023 the City Council awarded the contract for the Freeman Park Trail Improvements Project to Sunram Construction. The project included the reconstruction of the existing pedestrian infrastructure, ADA improvements, and storm sewer culvert replacement throughout the Freeman Park area and its neighborhoods. Sunram Construction has completed all work associated with the project and is requesting acceptance. Staff has reviewed the site and all remaining punch list items have been completed. Sunram Construction has submitted the Minnesota IC-134 Withholdings Affidavit Form, Lien Waivers, Warranty Bond, and requests final payment & acceptance.

A resolution accepting the improvements for the Freeman Park Trail Improvements Project is included for Council consideration and approval.

Financial or Budget Considerations:

Sunram Construction submitted a low bid of \$696,765. The contract amount was reduced with the decision of the City council to exclude Alternate A from the project bid at the time of award for a reduced contract amount of \$673,965.30. During construction some adjustments were made to reduce the amount of tree removals and resulted in some extra work items. The extra work costs are offset by reductions in several of the unit price bid items. The total amount of work completed by the contractor at time of completion is \$671,360.98, which is \$2,604.32 below the approved contract amount. The final payment amount due is \$12,673.24 and will release all retainage. Staff will also be seeking final reimbursement from Three Rivers Park District per the amended agreement.

Action Requested:

Staff recommend approval of the resolution to accept the improvements of Freeman Park Trail Improvements Project, City Project 22-05, and make final payment to Sunram Construction in the amount of \$12,673.24.

CONTRACTOR'S PAY REQUEST
FREEMAN PARK TRAILS



**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF SHOREWOOD -

BMI PROJECT NO. 0C1.128200

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$673,965.30
TOTAL, COMPLETED WORK TO DATE	\$671,360.98
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$671,360.98
RETAINED PERCENTAGE (0.0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$671,360.98
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$658,687.74
PAY CONTRACTOR AS ESTIMATE NO. 6 FINAL	\$12,673.24

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

Sunram Construction
20010 75th Avenue N
Corcoran, MN 55340

By Ryan M. Sunram Name President Title

Date August 4, 2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Tom Victoria Jr., CONSULTING ENGINEER

Date 08/04/2025

APPROVED FOR PAYMENT:

OWNER:

By _____ Name _____ Title _____ Date _____

And _____ Name _____ Title _____ Date _____

Pay Request No.:

FREEMAN PARK TRAILS

6 FINAL



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CITY OF SHOREWOOD

BMI PROJECT NO. 0C1.128200

WORK COMPLETED THROUGH MONDAY, JUNE 16, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$50,500.80	1.00	EACH	\$50,500.80	1.00	EACH	\$50,500.80
2	CLEARING	\$450.00	14.00	EACH	\$6,300.00	14.00	EACH	\$6,300.00
3	GRUBBING	\$300.00	14.00	EACH	\$4,200.00	14.00	EACH	\$4,200.00
4	SALVAGE & INSTALL MAIL BOX SUPPORT	\$265.00	1.00	EACH	\$265.00	0.00	EACH	\$0.00
5	SALVAGE & RELOCATE PARK BENCH	\$700.00	1.00	EACH	\$700.00	0.00	EACH	\$0.00
6	SALVAGE & INSTALL DOG WASTE STATION	\$400.00	1.00	EACH	\$400.00	1.00	EACH	\$400.00
7	SALVAGE & INSTALL SIGN	\$250.00	4.00	EACH	\$1,000.00	1.00	EACH	\$250.00
8	SALVAGE & INSTALL BOLLARD	\$200.00	3.00	EACH	\$600.00	2.00	EACH	\$400.00
9	REMOVE SIGN	\$60.00	1.00	EACH	\$60.00	1.00	EACH	\$60.00
10	REMOVE SEWER PIPE (STORM)	\$20.00	27.00	LIN FT	\$540.00	27.00	LIN FT	\$540.00
11	REMOVE CURB AND GUTTER	\$14.00	40.00	LIN FT	\$560.00	40.00	LIN FT	\$560.00
12	REMOVE BITUMINOUS PAVEMENT	\$0.70	55,461.00	SQ FT	\$38,822.70	55,461.00	SQ FT	\$38,822.70
13	COMMON EXCAVATION (EV) (P)	\$42.75	1,698.00	CU YD	\$72,589.50	1,368.00	CU YD	\$58,482.00
14	STABILIZING AGGREGATE (EV)	\$45.00	200.00	CU YD	\$9,000.00	0.00	CU YD	\$0.00
15	STABILIZING AGGREGATE (CV)	\$55.00	200.00	CU YD	\$11,000.00	0.00	CU YD	\$0.00
16	BITUMINOUS STREET PATCHING	\$137.00	16.00	SQ YD	\$2,192.00	0.00	SQ YD	\$0.00
17	AGGREGATE BASE CL 5	\$51.75	1,272.00	CU YD	\$65,826.00	1,272.00	CU YD	\$66,084.75
18	TYPE SP 9.5 WEARING COURSE MIX (2-C)	\$128.10	1,259.00	TON	\$161,277.90	1,126.00	TON	\$144,240.60
19	AGGREGATE SURFACING	\$90.50	99.00	CU YD	\$8,959.50	99.00	CU YD	\$8,959.50
20	4" POLYSTYRENE INSULATION	\$80.00	70.00	SQ YD	\$5,600.00	0.00	SQ YD	\$0.00
21	12" CMP PIPE APRON	\$650.00	4.00	EACH	\$2,600.00	4.00	EACH	\$2,600.00
22	12" RC PIPE APRON	\$1,315.00	2.00	EACH	\$2,630.00	0.00	EACH	\$0.00
23	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$175.00	13.00	LIN FT	\$2,275.00	69.00	LIN FT	\$12,075.00
24	12" CMP STORM PIPE	\$155.00	27.00	LIN FT	\$4,185.00	101.00	LIN FT	\$15,655.00
25	OUTLET CONTROL STRUCTURE	\$5,500.00	1.00	EACH	\$5,500.00	2.00	EACH	\$11,000.00
26	4" CONCRETE WALK (W/6" AGGREGATE BASE CL 5)	\$15.00	398.00	SQ FT	\$5,970.00	937.00	SQ FT	\$14,055.00
27	6" CONCRETE WALK (W/6" AGGREGATE BASE CL 5)	\$19.00	897.00	SQ FT	\$17,043.00	835.00	SQ FT	\$15,865.00
28	4" CONCRETE SLAB FOR BENCH	\$17.00	50.00	SQ FT	\$850.00	50.00	SQ FT	\$850.00
29	CONCRETE SLAB FOR KIOSK SLAB FOUNDATION	\$9,500.00	1.00	EACH	\$9,500.00	1.00	EACH	\$9,500.00
30	DRILL AND GROUT REINFORCING BARS (EPOXY COATED)	\$55.00	8.00	EACH	\$440.00	8.00	EACH	\$440.00
31	CONCRETE CURB & GUTTER DESIGN B618	\$65.00	40.00	LIN FT	\$2,600.00	32.00	LIN FT	\$2,080.00
32	TRUNCATED DOMES	\$75.00	194.00	SQ FT	\$14,550.00	188.00	SQ FT	\$14,100.00
33	TRAFFIC CONTROL	\$5,000.00	1.00	LUMP SUM	\$5,000.00	1.00	LUMP SUM	\$5,000.00
34	SIGN DESIGN SPECIAL	\$3,700.00	1.00	EACH	\$3,700.00	1.00	EACH	\$3,700.00
35	EROSION CONTROL SUPERVISOR	\$2,500.00	1.00	LUMP SUM	\$2,500.00	1.00	LUMP SUM	\$2,500.00
36	STABILIZED CONSTRUCTION EXIT	\$2,000.00	1.00	LUMP SUM	\$2,000.00	1.00	LUMP SUM	\$2,000.00
37	STORM DRAIN INLET PROTECTION	\$150.00	6.00	EACH	\$900.00	6.00	EACH	\$900.00
38	SILT FENCE, TYPE MS	\$2.10	11,744.00	LIN FT	\$24,662.40	7,500.00	LIN FT	\$15,750.00
39	SEDIMENT CONTROL LOG TYPE STRAW	\$4.00	422.00	LIN FT	\$1,688.00	3,807.00	LIN FT	\$15,228.00
40	4" SOLID WHITE PAINT	\$110.00	109.00	LIN FT	\$436.00	106.00	LIN FT	\$424.00
41	SIGN POST	\$200.00	2.00	EACH	\$220.00	2.00	EACH	\$220.00
42	SIGN TYPE C	\$47.00	1.00	EACH	\$200.00	1.00	EACH	\$200.00
43	TOPSOIL BORROW	\$2.00	1,998.00	CU YD	\$39,960.00	1,215.00	CU YD	\$57,105.00
44	HYDROMULCH W/SEED MIXTURE 25-151	\$2.00	14,209.00	SQ YD	\$28,418.00	28,418.00	SQ YD	\$56,836.00
45	EROSION CONTROL BLANKET W/SEED 25-151	\$2.75	654.00	SQ YD	\$1,798.50	1,404.00	SQ YD	\$3,861.00
46	COMMON EXCAVATION (EVA) (P)	\$42.75	403.00	CU YD	\$4,403.25	0.00	CU YD	\$0.00
47	AGGREGATE BASE CL 5	\$51.75	403.00	CU YD	\$5,330.25	0.00	CU YD	\$0.00
48	TYPE SP 9.5 WEARING COURSE MIX (2-C)	\$128.10	402.00	TON	\$13,066.20	0.00	TON	\$0.00
EW1	BOULDER RETAINING WALL	\$42.00	280.00	SQ FT	\$8,316.00	198.00	SQ FT	\$8,316.00
EW2	EXPLORATORY EXCAVATION	\$877.50	1.00	LUMP SUM	\$877.50	1.00	LUMP SUM	\$877.50

Pay Request No.:
FREEMAN PARK TRAILS

6 FINAL



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CITY OF SHOREWOOD
BMI PROJECT NO. 0C1.128200
WORK COMPLETED THROUGH MONDAY, JUNE 16, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
EW3	PAVING MINNETONKA CC TRAIL	\$32.50	425.00	SQ YD	425.00	\$13,812.50	425.00	\$13,812.50
EW4	TRAIL OVERLAY	\$7,380.00	1.00	LUMPSUM	1.00	\$7,380.00	1.00	\$7,380.00
DED1	IRRIGATION REPAIR DEDUCTION	-\$769.37	1.00	LUMP SUM	0.00	\$0.00	1.00	-\$769.37
							0	0
TOTAL AMOUNT:				\$673,965.30		\$672,130.35		\$671,360.98

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

RESOLUTION 25-067

**A RESOLUTION TO APPROVE AND ACCEPT IMPROVEMENTS & AUTHORIZE
FINAL PAYMENT FOR THE FREEMAN PARK TRAIL IMPROVEMENTS PROJECT;
CITY PROJECT 22-05**

WHEREAS, the City of Shorewood awarded the Freeman Park Trail Improvements Project to Sunram Construction at the August 14th, 2023, Council Meeting in the amount of \$673,965.30; and

WHEREAS, Sunram Construction has completed all work in accordance with the contract and is requesting acceptance and final payment; and

WHEREAS, the contractor has completed work in the amount of \$671,360.98 and is \$2,604.32 under the awarded contract award; and

WHEREAS, Staff has reviewed the final punch lists, final estimate, verified quantities, IC-134s, lien waivers, warranty bonds, and recommends acceptance and final payment to Sunram Construction in the amount of \$12,673.24.

NOW, THEREFORE, BE IT RESOLVED: the City Council of the City of Shorewood hereby accepts the improvements and authorize final payment in the amount of \$12,673.24 to Sunram Construction for the Freeman Park Trail Improvements Project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of August, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Recruitment for Community Center Attendant(s)
Meeting Date: August 11, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Attachments: NA

Background

Due to recent staffing changes and increases in shifts needing to be filled, the staff would like to open up the recruitment for part-time casual Community Center Attendants to work at the SCEC. These employees provide customer service for the Center including receptionist duties, opening and closing the center, and other administrative responsibilities. The hours for the position vary depending on the center's scheduled activities and rentals and do include evenings and weekends. The position is a Grade 1 on the city compensation schedule with a 2025 pay range of \$14.59 to \$21.89 with an anticipated hiring range of \$16.68-\$17.72.

Financial Considerations

The position is budgeted for in the 2025 SCEC budget.

Action Requested

Motion to approve the recruitment for Community Center Attendants.

A simple majority vote is required.



City Council Meeting Item

Title/Subject: Administrative Assistant Appointment: Sheila Van Sloun
Meeting Date: August 11, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Jake Griffiths, Planning Director
Attachments: None

Background

The city recently recruited qualified candidates for the Administrative Assistant position to support the Administration, Planning, and Building departments. The city received 147 applications for the position, which closed on July 6^h. Staff interviewed eight well-qualified candidates for the opening on July 17th and brought back three for final interviews on July 28th. The staff interview panel included Planning Director Jake Griffiths and City Clerk/HR Director Sandie Thone.

A conditional job offer was presented to and accepted by Sheila Van Sloun. Sheila has 25 years of experience in city government at the City of Golden Valley and has a passion for customer and community service. We look forward to welcoming Sheila to our Shorewood team! If approved, her start date will be Monday, August 18, 2025.

Financial Considerations

Staff recommend Sheila's compensation rate be set at Grade 7, Step F of the city's compensation schedule of \$33.75 per hour. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment and a six-month step increase. The position is non-exempt, PERA eligible, and receives full benefits.

Action Requested

Motion to approve the hire of Sheila Van Sloun as a probationary employee in the capacity of Administrative Assistant for the City of Shorewood.

A simple majority vote is required.



City Council Meeting Item

Title/Subject: **Accept Proposed Field Fence Replacement**
Meeting Date: August 11, 2025
Prepared by: Mitchell Czech, Parks & Recreation Director
Attachments: **Resolution**

Background

Minnetonka Baseball Association is a valued partner with the City that utilizes fields at Freeman Park, Cathcart Park, and Manor Park for youth baseball games and practices. Minnetonka Baseball performs general maintenance on fields 1, 2, and 3 at Freeman Park during the spring, summer, and fall.

Representatives from Minnetonka Baseball contacted the City with interest in removing and replacing the fence surrounding Field 1 at Freeman Park. This fence has been in place for many years and is starting to show signs of wear. Installing a new fence will improve the overall aesthetics of the field while also improving the safety and functionality. Removal and replacement of the fence will happen in the coming weeks, and the intent is to have the new fence installed prior to fall games starting in late-August/early-September.

Financial Impact

Minnetonka Baseball will fund the entirety of the project. They will coordinate with City staff on required permits, project plans, timelines, and other relevant information. Since they are funding the project, the City will waive the fence permitting fees.

Minnetonka estimates their expense for the project to be around \$17,000-\$18,000 in total. The estimate for the fence is \$14,800, but there will be additional expenses for capping the fence posts, re-sodding areas of need, and any clean up work.

Action Requested

A motion to approve the attached resolution to accept the proposed public improvement project of replacing the Field 1 fence at Freeman Park.

A simple majority vote is required.

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

RESOLUTION 25-068

**A RESOLUTION APPROVING A PROPOSED PUBLIC IMPROVEMENT PROJECT TO REPLACE THE
FIELD 1 FENCE AT FREEMAN PARK**

WHEREAS, Minnetonka Baseball Association (MBA) is a recognized partnered youth athletic association that regularly utilizes City fields to host baseball games and practices; and

WHEREAS, Minnetonka Baseball Association, in coordination with City staff, has proposed a public improvement project to remove the existing fence on Field 1 at Freeman Park and install a new fence; and

WHEREAS, the project will be completed at no cost to the City; and

WHEREAS, the City acknowledges and greatly appreciates the contribution Minnetonka Baseball Association intends to make for the betterment of the parks system.

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

1. The City formally approves the proposed Field 1 fence replacement public improvement project to be completed by Minnetonka Baseball Association.
2. The fence replacement is recognized as a public improvement project that enhances the aesthetics of the park and provides improved functionality of the field.
3. The City expresses great appreciation to Minnetonka Baseball Association for their continued partnership and commitment to providing quality facilities and amenities within the park system.

Adopted by the City Council of Shorewood, Minnesota this 11 day of August, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Item
2H

Title/Subject: Approving HVAC Maintenance Agreement
Meeting Date: August 11, 2025
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Mechanical Services Agreement – Schwickert's

Background

The City of Shorewood has three main public buildings, City Hall, Shorewood Community & Event Center and the Public Works Maintenance Facility. Each facility has multiple heating and cooling units that are critical to normal building functionality. Over the past couple of years, the city hired a company to perform HVAC maintenance inspections in the spring and summer. These proactive inspections were helpful in identifying issues with equipment and allowing staff to plan for small and larger repairs. Before a couple of years ago, minimal inspections were completed and most repairs to HVAC units were typically unplanned. Facility maintenance performed in this manner has led to HVAC units not running properly, significant maintenance costs and uncertainty of future capital replacement plans. The majority of HVAC units in the aforementioned facilities are 10-15+ years old with some units being 20-25+ years old.

Under a routine service agreement, the contractor performs routine maintenance and inspection of the HVAC units in the fall and spring. The service is similar to residential household maintenance programs with the difference being that the contractor has expertise in commercial HVAC. Following maintenance and inspection, the city would be provided a report that would detail any maintenance needs and their priority. Additionally, the contractor will provide recommendations for HVAC replacement to aid in future capital planning.

The city's current contractor has performed inspections per the agreement but there have been issues with customer service, timeliness, and cost of maintenance work. Staff are recommending discontinuing service with Gilbert Mechanical Services, LLC and moving forward with HVAC maintenance services through Schwickert's Tecta America, LLC.

Schwickert's cost for HVAC maintenance services is \$5,171 plus \$1,187 for HVAC tracker software. Their maintenance service includes priority status for service calls, no overtime for emergency service after hours, weekends or holidays, discounts on services. The tracker program provides information for the city to manage facility HVAC equipment and optimize maintenance and capital needs and budgets.

Staff recommends moving forward with Schwickert's Tecta America, LLC for fall 2025 and 2026 HVAC maintenance services including the HVAC tracker software. The service agreement with Schwickert's Tecta America, LLC including details on contract renewal and cancellation terms are attached.

Financial or Budget Considerations:

The cost of the HVAC maintenance services will be funded through operation budgets for Department 31 – Public Works, Department 19 – Municipal Buildings and Fund 201 – Southshore Center.

Action Requested:

Motion to approve the service agreement for Schwickert's Tecta America, LLC for HVAC maintenance services at City Hall, Shorewood Community & Event Center and the Public Works Maintenance Facility.

A majority vote by the Council is required.

PROFESSIONAL SERVICES AGREEMENT FOR HVAC EQUIPMENT PLANNED MAINTENANCE INSPECTIONS

THIS AGREEMENT is made this August 11, 2025 ("Effective Date") by and between Schwickert's Tecta America, LLC, a Minnesota limited liability company with its principal office located at Mankato, Minnesota ("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 commercial HVAC and plumbing maintenance services.
- B. The City desires to hire Contractor to provide annual HVAC maintenance inspection services.
- 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 and subject to the additional conditions in the attached **Exhibit A** (the "Services"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before December 31, 2026, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor's statements are submitted.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

8. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the Contractor will be given written notice of breach, and three business days to cure the issue. If Contractor is unwilling or unable to cure, 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 Consultant 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.

9. **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.

10. **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.

- D. Professional (Errors and Omissions) Liability Insurance. [Only required for professional services provided by accountants, attorneys, engineers, etc.] The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. The Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement, and the Contractor shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

11. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant 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. Consultant 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 Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

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

Contractor is liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

13. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant'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. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

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

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

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

17. **Conflict of Interest.** Consultant 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, Consultant shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

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

19. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant 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. Consultant 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 Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

20. **No Discrimination.** Consultant 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. Consultant 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. Consultant 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 Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

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

Consultant

Schwickert’s Tecta America, LLC
Chris Neu
330 Poplar St
Mankato, MN 56001
612-284-4233
cneu@tectaaamerica.com

The City

Marc Nevinski, City Administrator
City of Shorewood
5755 Country Club Rd
Shorewood, MN 55331
952-960-7900
mnevinski@ci.shorewood.mn.us

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

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

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

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

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

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

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

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

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

[CONTRACTOR]

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE



design | build | repair | replace

7/30/2025

PROPOSAL #:63894CN

Matt Morreim
City of Shorewood
5755 Country Club Rd,
Shorewood, MN 55331

Dear Matt:

Thank you for choosing Schwickert's Tecta America, LLC for your commercial HVAC-R needs.

The benefits of regular maintenance stem from two principal areas. The first is by maintaining the HVAC-R equipment, through an annual maintenance program, helps avoid future financial emergency repairs and unplanned downtime. The second is through ongoing maintenance, which helps prolong the life of the unit and ensures maximum efficiency, thus delaying the capital expenditure and improving return on investment.

The HVAC Tracker & Planned Maintenance program is designed to take the worry out of HVAC-R maintenance and budgeting, while protecting and prolonging the life of each unit by:

- Providing predictable HVAC-R expenses and lowering overall repair costs.
- Helping you budget for capital spending and predict unit replacements.
- Helps avoid unexpected budget and mechanical issues, facility downtime, and premature unit failure or replacement.
- Tailoring a program to specifically fit your facility's HVAC-R needs and budget.

Benefits included with the HVAC-R Tracker & Planned Maintenance program:

- Priority status for service calls.
- Fewer emergency service calls.
- No overtime charged if you need emergency service after hours or on weekends & holidays.
- A 15% discount on any service needed in addition to your Tracker & Planned Maintenance calls.
- Easy-to-use, Web-Based Program with all of your facilities HVAC-R information in one place.

Thank you for your time and this opportunity to work together. We look forward to working with you now and in the future!

Sincerely,

Chris Neu
HVAC-R Service Manager
Schwickert's Tecta America, LLC

Direct: 612-564-6981
Cell: 507-380-1955
CNeu@TectaAmerica.com



design | build | repair | replace

SCHWICKERT'S TECTA AMERICA, LLC HVAC TRACKER & PLANNED SERVICE AGREEMENT

**You can rely on Schwickert's Tecta America, your trusted business partner,
to provide a combination of products and services that best suit your needs.**

**City of Shorewood
5755 Country Club Rd,
Shorewood, MN 55331**



WHEREAS Schwickert's Tecta America LLC., herein called "Contractor" and City of Shorewood, herein called "Owner" enter into an Agreement which defines and allocates responsibility for accomplishing various tasks to Owner's mechanical equipment located at (See Attachment #1), subject to the terms and conditions of this agreement.

NOW, THEREFORE, Contractor and Owner hereby agree as follows:



design | build | repair | replace

PROGRAM RECOMMENDATIONS

HVAC-R Platinum Tracker Inspection Program **\$1,187.00**

During the inspection:

- Visual survey of the exterior condition of each unit.
- Photos of all defects, assessment of unit life based on industry MAP (Mechanical Assessor Points) score.
- All OSHA and customer safety guidelines will be always followed.

After the inspection:

- Delivery and review of annual report which includes outline of work performed, repair recommendations and pricing, general condition statement, estimated unit life, updated photographs, unit replacement budgeting estimates.
- Access to web-based program which includes all of the above information and on-going history of HVAC-R repairs and service calls.

HVAC-R Platinum Planned Service Program **\$5,171.00**

- Service all heating, cooling, refrigeration, and ventilation equipment located at each facility per the attached schedule and scope of work (See Attachment #1 and Attachment #2).
- Priority status for service calls.
- 15% discount on all service calls & repairs, billed at the Planned Service flat rate.
- No overtime charged if emergency service is needed after hours, on a weekend or a holiday.
- FME 1" & 2" filters are included in the contract price.
- Belts are not included in the contract price and will be recommended as needed.
- All OSHA and customer safety guidelines will be always followed.

GENERAL NOTES AND QUALIFICATIONS

Employee Professionalism:

All work shall be performed in a safe, professional manner in compliance with Schwickert's policy.

Safe & Clean Work Environment:

All work premises will be cleaned daily during the construction process and at the completion of the project.

Additional Inclusions and Exclusions:

Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.

TOTAL ANNUAL COST OF PLATINUM HVAC-R TRACKER INSPECTION AND PLANNED SERVICE: **(\$6,358.00) Six Thousand Three Hundred Fifty-Eight Dollars and 00/100.**

Option: Include two additional filter change and checks on equipment that require filters. One walk through filter change in the mid-summer and one in the mid-winter. **\$1,888.00** Per Year Initial _____ Date _____

Option: Include a not to exceed amount of \$500.00 per unit to perform additional emergency repairs found while on site during the inspection and Planned Service. Initial _____ Date _____

APPLICABLE SALES TAX IS NOT INCLUDED

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW
Stewartville, MN 55976
507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road Page 3 of 11
Lawrence, KS 66044
913.674.4445



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SPECIAL CONDITIONS TO PROPOSAL / CONTRACT

1. Nothing in this Repair Work shall make the Contractor liable in any respect for any damage to the Owner's building or improvements, including any components or contents thereof; or interruption of any business conducted in the building arising as a result of mold, mildew or other issues involving air quality. The Owner is solely responsible for inspecting ceilings and overhangs periodically for signs of leakage.
2. The parties acknowledge that some of the materials and products to be used and installed in the construction of this Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice to Owner and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this Agreement and the time when the Project is ready for the installation or delivery of the affected material, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor gives the Owner written notice and documentation of the increased costs.
3. Contractor is not responsible for indoor air quality including growth of mold or other organisms. The Owner shall defend, indemnify, and hold the Contractor harmless from all claims, including claims of tenants and occupants, arising from or relating to indoor air quality for any reason whatsoever, including claims resulting from Owner's failure to maintain the interior and exterior of building in a manner to avoid growth of mold.
4. Owner agrees to pay for the work and materials referenced in this Contract upon completion of work. Owner further agrees to pay finance charges of 1.5% per month on any unpaid sums due under this Contract which are not paid in full within 30 days of invoice date. Owner further agrees to pay all costs of collecting any unpaid balance, including attorney's fees, court costs, filing fees, and all other collection related expenses incurred by Contractor.
5. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the even payments are not made when due as outlined.
6. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES
7. This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days.
8. Prices will not be raised for the following renewal periods without notifying Owner. A new agreement will then be made unless renewed upon such terms and conditions as the parties may agree.
9. Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.

RECEIPT

Receipt of the Contract/Proposal Special Conditions, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC**

Chris Neu

Chris Neu

HVAC-R Service Manager

7/30/2025

**ACCEPTED BY
OWNER**

SIGNATURE

NAME

POSITION

DATE



design | build | repair | replace

PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts
for Work on Private Property)

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 35 days of date of invoice whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys’ fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the event payments are not made when due as outlined in this paragraph. **This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.**

Attached to this Proposal/Contract are Special Conditions. The terms and conditions contained in the attached Special Conditions to Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

RECEIPT

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT’S TECTA AMERICA, LLC**

**ACCEPTED BY
OWNER**

Chris Neu

SIGNATURE

Chris Neu

NAME

HVAC-R Service Manager

POSITION

7/30/2025

DATE

PROPOSAL #:63894CN



design | build | repair | replace

ATTACHMENT #1

Schwickert's Tecta America, LLC HVAC-R Tracker Inspection & Planned Service Agreement

City of Shorewood

FACILITIES, MAINTENANCE SCHEDULE AND EQUIPMENT INCLUDED

Facilities:

- City Hall – 5755 Country Club Rd
- Community Center – 5735 Country Club Rd
- Public Works – 24200 Smithtown Rd

Maintenance Schedule:

- Spring Cooling Planned Service
- (Optional) Summer Filter Change & Checks
- Fall Heating Planned Service
- (Optional) Winter Filter Change & Checks

Equipment Included:

	<u>Spring</u>	<u>Fall</u>	<u>Tracker</u>
<u>City Hall</u>	\$851.00	\$639.00	\$392.00
1 – Entry way Heater (1X Per Year)			
1 – Ductless Split System (Server Rm) (1X Per Year)			
5 – Condensing Units (1x Per Year)			
5 – Furnaces (2x Per Year)			
<u>Community Center</u>	\$1,263.00	\$1,143.00	\$489.00
1 – In Line Fan (Bath RM Ex) (2x Per Year)			
1 – Water Heater (1x Per Year)			
1 – Make Up Air Unit (2xPer Year)			
2 – Entryway Heaters (1x Per Year)			
2 – Unit Heaters (1x Per Year)			
2 – Roof Mounted Exhaust Fans (2x Per Year)			
7 – Condensing Units (1x Per Year)			
6 – Ceiling Mounted Furnaces (2x Per Year)			
<u>Public Works</u>	\$267.00	\$1,008.00	\$306.00
1 – Furnace (2x Per Year)			
1 – Condensing Unit (1x Per Year)			
1 – Water Heater (1x Per Year)			
1 – Tube Heater (1x Per Year)			
1 – Exhaust Fan (1x Per Year)			
1 – Utility Set Fan (1x Per Year)			
2 – Intake Fans (1x Per Year)			
6 – Unit Heaters (1x Per Year)			



design | build | repair | replace

ATTACHMENT #2

Schwickert's Tecta America, LLC
HVAC-R Tracker Inspection & Planned Service Agreement

City of Shorewood

PLANNED SERVICE SCOPE OF WORK INCLUDED:

Fall / Heating Planned Service

- Check safety controls
- Visually inspect the Heat Exchangers for cracks or holes
- Check all electrical connections, contactors and relays
- Check thermostat operation
- Test the indoor fan motor amperage and operation
- Inspect the belts, drive sheaves and pulleys
- Replace air filters per the agreement
- Grease or oil indoor fan bearings and check operation
- Inspect the blower fan shaft and bearings
- Inspect economizer damper actuator operation
- Check economizer set point and adjust as needed
- Inspect and check for gas leaks
- Inspect the combustion / purge fans and check operation
- Test the main burner operation and clean as needed
- Clean and inspect external regulator vents
- Verify proper operation of the unit in heating

Spring / Cooling Planned Service

- Check safety controls
- Check all the electrical connections
- Inspect the blower motor and contactor
- Check thermostat operation
- Test the indoor fan motor amperage and operation
- Check compressor amperage and operation
- Check refrigerant levels for the proper charge
- Inspect belts, drive sheaves and pulleys for wear and proper alignment
- Replace air filters per the agreement
- Lubricate indoor fan bearings as needed and check operation
- Inspect the blower shaft and bearings
- Check economizer operation
- Check economizer set point and adjust as needed
- Check the discharge air sensor
- Pull and clean the economizer filters as needed
- Pressure wash condenser coils as needed
- Check the evaporator coil, visually inspect for obvious leaks, and brush clean as needed
- Check the condenser fan motor bearings and operation
- Inspect condenser fan motor blades and condenser fan motor mounts for damage and/or stress fractures
- Verify proper operation of unit in cooling



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ATTACHMENT #3

Schwickert's Tecta America, LLC **HVAC-R Tracker Inspection & Planned Service Agreement**

City of Shorewood

Make-Up Air Unit Preventive Maintenance

- Clean the washable pre-filters as needed to ensure proper airflow.
- Check safety controls.
- Inspect and test the burner assembly.
- Check all electrical connections.
- Inspect the fan motor and contactor.
- Check thermostat operation.
- Test the indoor fan motor amperage and operation.
- Inspect belts.
- Inspect the drive sheaves and pulleys.
- Replace air filters per the agreement if applicable.
- Grease or oil indoor fan bearings and check operation.
- Inspect the blower fan shaft and bearings.
- Test the outside air damper and return air damper actuators operation.
- Check the outside air and return air dampers for proper movement.
- Check the temperature rise across the burner profile.
- Inspect and smell for gas leaks.
- Clean the pilot assembly, igniter and flame sensor.
- Clean the discharge air sensor.
- Note the type of ignition and check operation.
- Inspect the main burner operation and brush clean as needed.
- Inspect the fan limit switch on burner.
- Inspect the high limit switch on burner.
- Verify proper operation of the unit.
- Clean and Inspect External Regulator Vents.
- Provide maintenance report (STC) at the time of completion.



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HVAC-R Planned Service / HVAC-R Tracker | Client Information Form

Date: _____

Sales Rep Name: _____

Customer Information:

Business Name	
Address 1	
Address 2 (PO Box)	
City / State / Zip	
Telephone (Main)	

Facility Information:

Facility Name(s)	Facility Address	Facility City / State / Zip

Bill To Information:

Bill To Name	
Bill To Address 1	
Bill To Address 2 (PO Box)	
Bill To City / State / Zip	
Accounts Payable – Contact Name	
Accounts Payable - Telephone	
Accounts Payable - Email	
Tax Exempt? (If Yes – Provide Copy of ST3 Form)	☐ Yes ☐ No
Is a PO# required on all invoices?	☐ Yes ☐ No
Contact/s for PO #'s ?	
Email Invoices for Payment? (If Yes - Provide Email Address)	☐ Yes ☐ No
Mail Invoices for Payment	☐ Yes ☐ No
Special Billing Instructions?	

Primary Contact:

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW
Stewartville, MN 55976
507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road Page 9 of 11
Lawrence, KS 66044
913.674.4445



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Name (First & Last) / Title	
Telephone – Work	
Telephone – Cell/Mobile	
Email	
Contact Preference (Work #, Cell #, Email)	

Secondary Contact:

Name (First & Last) / Title	
Telephone – Work	
Telephone – Cell/Mobile	
Email	
Contact Preference (Work #, Cell #, Email)	

Scheduling: Who do we contact for Planned Service & or Repairs?

Primary Contact:
Secondary Contact:
Other:
If Other please provide Name/Phone/Email -

Quotes/Repairs: Who do we contact for approval of repairs & or replacement?

Primary Contact:
Secondary Contact:
Other:
If Other please provide Name/Phone/Email -

Access / Miscellaneous Information:

Business Hours:
Parking: Where should technicians park upon arrival?
Check-In: Where should technicians check in upon arrival Front Desk, Maintenance Shop, Site Contact?
Check-Out: Should technician also check out with Front Desk, Maintenance Shop, Site Contact?



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Facility Access:		
Does the technician need an Access Badge, Alarm Code, FOB, or Keys to access the facility?		
Roof Access: How do we access the roof?		
Roof Hatch	☐ Yes	☐ No
24 ft Extension Ladder	☐ Yes	☐ No
28 ft Extension Ladder	☐ Yes	☐ No
32 ft Extension Ladder	☐ Yes	☐ No
40 ft Extension Ladder	☐ Yes	☐ No
Other:		
Does the customer have a lift available on site to access units such as unit heaters or tube heaters?	☐ Yes	☐ No, See Below
If customer does <u>NOT</u> have a lift on site, what size of lift is required to access unit heaters or tube heaters safely?		
19ft scissors lift	☐ Yes	☐ No
20ft scissors lift	☐ Yes	☐ No
24ft scissors lift	☐ Yes	☐ No
26ft scissors lift	☐ Yes	☐ No
32ft scissors lift	☐ Yes	☐ No
34ft or 50ft towable boom	☐ Yes	☐ No



City Council Meeting Item

Title/Subject: **Accept Resignation of Senior Accountant and Approve Recruitment**
Meeting Date: August 11, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator

Background

Shorewood Human Resources department received the resignation of Senior Accountant Michelle Nguyen effective August 20, 2025. Michelle has served in this role and similar roles since June of 2003. We thank Michelle for her many years of dedicated service to the city and wish her well in her future endeavors. She will be missed.

The city would like to begin recruitment for the position. The position is full time with full benefits and is Grade 10 on the City's Compensation Schedule with a pay range of \$35.02 to \$43.77 per hour.

Financial Considerations

The position is budgeted for in the 2025 Finance department personell services budget.

Action Requested

Motion to accept Michelle Nguyen's resignation and approve recruitment for the Senior Accountant position. Motion, second and simple majority vote required.



City of Shorewood

City Council Meeting Item

Item
4A

Title/Subject: Christmas Lake AIS Program Update
Meeting Date: August 11, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: NA

Joe Shneider and Steve Sundberg will provide the Council with an update of the Christmas Lake HOA's AIS (aquatic invasive species) activities.

**CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, JULY 22, 2025**

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

DRAFT MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Hirner convened the meeting at 7:01 p.m.

A. Roll Call

Present: Chair Hirner, Commissioners Wenner and Sylvester; City Council Liaison Sanschagrin; Parks and Recreation Director Czech

Absent: Commissioners Garske and Bahneman

B. Review Agenda

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

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of June 24, 2025

Commissioner Wenner moved to approve the minutes of the June 24, 2025, meeting as written. Commissioner Sylvester seconded the motion. Motion carried 3-0.

3. MATTERS FROM THE FLOOR

There were none.

4. GENERAL BUSINESS

A. Minnetonka Lacrosse Association Presentation

Lindsey Reich, representing the Minnetonka Lacrosse Association, gave a brief presentation that included information on the organization's mission statement, its non-profit status, scholarships, coordination of player and coach development, and financial assistance offered to those in need. She encouraged the Commission to go to their website at www.mtkalax.org for more information. She reviewed their programming from January through March, which includes winter dome clinics, training, and co-ed box lacrosse; April through July: there is 8U to 10U competitive league play, and a 6U co-ed lacrosse clinic; and September/October for fall league play. She noted that for the spring league, Badger Field is their primary field, and in the summer, they utilize other facilities in the area, in addition to Badger Park. She outlined details of their participation trends from 2020-2025 and explained that they were very thankful for the relationship they have been able to cultivate with the City over the last year. She noted that they love the convenience and accessibility of Badger Park and get a lot of positive feedback about the wall ball. She explained that they have a lot of ideas for potential enhancements and noted that this was their first year using the 'dibs' program, which meant that every parent has to volunteer or pay two hundred dollars. She stated that they would be a great partner for the City or other associations, if they

were ever considering potential enhancements, such as, digital scoreboard, concession stand, permanent storage, netting on the pond side, landscaping to help with mud on the west side, a dome, and the possibility of additional turf fields.

Commissioner Wenner asked for more details on their 'dibs' and asked if it was designed to get parents more involved. She noted that the parks have had issues with trash and vandalism and asked if any of the parents had been on the lookout for untoward activities in the restrooms.

Ms. Reich noted that Parks and Recreation Director Czech had been an amazing partner for them and explained that their parents do watch for those kinds of things. She thanked him for sending pictures to her and has now started having her parents take pictures and send them directly to her. She noted that with the 'dibs' program, she would rather have their help and participation in the program than their money.

Chair Hirner asked how a sponsorship would work for the Minnetonka Lacrosse Association because there was no sturdy fence where sponsorship signs could be hung.

Mr. Reich stated that one of the ways she sees it working would be with a digital scoreboard that would be able to have some signage around it, and listed examples of other fields in the area that have something similar.

Commissioners and Ms. Reich discussed ages of their participants, coaching staff, interest in a dome and additional turf fields to be able to grow the program, other turf fields available in the area, the competitive interest of soccer associations also wanting access to turf, difficulty with having enough room to install a dome, plans the City has underway for helping with the mud situation described by Ms. Reich, concession stand/storage/digital scoreboard desires for the Minnetonka Lacrosse Association in comparison with the desires of other associations.

Ms. Reich stated that they would love to be part of future community events in the City, such as field clean-up days or Arbor Day activities, so they have a chance to invest in the fields that they already love and appreciate.

Park and Recreation Director Czech thanked Ms. Reich and the Minnetonka Lacrosse Association for their partnership with the City. He noted that Ms. Reich has been very responsive when he has asked them to do things like take pictures of the restrooms or assist with keeping noise, lights, and activities near the north end of the field.

B. Parks Master Plan Update

Chair Hirner asked how many people had filled out the survey.

Anna Springer, Project Manager/Landscaping Architect with Bolton and Menk, stated that so far, there had been thirty-nine people who had filled out the survey. She noted that she believed that if Parks and Recreation Director Czech did another communication blast, it would be helpful and explained that they decided to leave it open until after the Night to Unite celebration in early August, with the hope of collecting additional responses. Following a brief introductory session where the Commission shared some of their reasons for serving on the Park Commission and their vision for the City's parks, Ms. Springer gave a brief presentation related to the overall goals of the project, project schedule, scope of the project, survey, and a summary of the Concert in the Park pop-up event. She noted that they were aiming for City Council approval of the Parks

Master Plan by December of 2025. She noted that Bolton and Menk left the park tour with the overall feeling that the City's parks were clean, well-maintained, and were not cookie-cutter versions of each other, and shared some of their specific thoughts for each park.

Chair Hirner stated that there should be data available somewhere within the City's files that should show the results of the last community-wide survey that was conducted related to South Shore Park.

Commissioner Wenner asked if she could take some of the cards and place them in local businesses for people to be able to scan the QR code and fill out the survey.

Park and Recreation Director Czech stated that he thought that would be fine but would need to double-check. He noted that the City had placed yard signs in all the parks, at main entrances, and near the playgrounds, which encourage people to respond to the survey. He explained that he also planned to attend some of the gatherings around the City during Night to Unite and encourage people to fill out the survey information.

Ms. Springer stated that they were planning to hold one more pop-up event at Oktoberfest.

Chair Hirner noted that a frequent comment he has gotten was that older people were interested in someplace to sit in the shade.

Ms. Springer stated that they could schedule a senior group listening session.

Chair Hirner stated that it was a good idea because there had been a thought that the seniors in the City were an underserved population.

Ms. Springer discussed their boards and stated that they can make them available to the City for people to give feedback, but suggested that they have a staff member nearby so people aren't sticking too many stickers on. She suggested that the Commission begin its conversation tonight with South Shore Park.

Chair Hirner stated that the last time the park was discussed, he brought up the idea of horseshoe pits. He noted that his son spends a lot of time in Bloomington, and they have bocce courts and horseshoe pits, but they have ripped out all the horseshoe pits. He asked if horseshoe pits still make sense, or if interest in that activity was on the wane.

Ms. Springer stated that it was probable that interest in playing horseshoes was beginning to wane.

The Commission discussed horseshoes; challenges with storing the horseshoes on site; whether people bring their bocce balls to these kinds of courts; focusing on some type of senior use for South Shore park because it is walkable and did not have a lot of parking; possibility of outdoor exercise equipment along a pathway; the possibility of putting in a fountain area where people could sit; traffic sounds at South Shore Park; the possibility of including a dog run, not a dog park; remaining interest from the public in pickleball courts; possibility of a basketball court; concerns related to the proximity of Highway 7; the historic rest area/wall and whether the City could do anything in that area or not; possible addition of stairs/trail in the hilly area; addition of pollinator gardens, when possible; and inclusion of a 'Welcome to Shorewood' sign serving as the gateway to the City.

Chair Hirner asked Council Liaison Sanschagrin if the desire was to have playground equipment at every City park and whether the Council would have any issues if the Commission made a recommendation to go a different direction with South Shore Park.

Council Liaison Sanschagrin stated that the Council would appreciate the discussion of whether it was worth replacing or refurbishing it or not. He stated that he believed residents would appreciate the City saving money in some instances and just repainting the equipment rather than replacing everything, which can be very expensive. He noted that he was not sure how much the playground equipment was used and shared an example of him speaking to a family using the equipment, but they were not from Shorewood and had just come to use it after church. He asked if there might be a way to measure how much usage the equipment got. He noted that the question he had about Cathcart was that it was surrounded on three sides by Chanhassen, and asked what other communities had done in that situation. He stated that he did not know the history of why the City had taken it over and noted that it was also located in Carver County and to him, seems more like a Chanhassen park than a Shorewood park and asked if they may be able to approach Chanhassen about it becoming a joint venture type of park to help reduce the cost to Shorewood taxpayers.

Parks and Recreation Director Czech explained that what he had learned from digging through files was that there was an agreement in place before Shorewood took it over. He stated that it was believed Chanhassen was not doing a great job of taking care of the park, and Shorewood residents were using it, so the agreement was that Shorewood would do some maintenance, but Chanhassen would still own it, and it was eventually annexed into Shorewood as a City park. He stated that once that happened, Chanhassen communicated to the City that they were not interested in doing any maintenance or capital improvement to the park moving forward. He stated that he met a few months ago with the Chanhassen Parks Director and brought up Council Liaison Sanschagrin's idea, and was told that Chanhassen has a lot of other projects that would take precedence, and there was not a lot of interest in partnering with Shorewood.

Chair Hirner stated that the City had done a half-new and half-refurbished approach in Freeman Park South that has turned out well. He stated that he felt this approach had potential for other parks, as well.

Ms. Springer stated that they could look into that, but noted that many times it ended up coming down to insurance and potential liability related to keeping old equipment around.

Chair Hirner noted that he felt the City should have a similar conversation about Freeman Park North.

Ms. Springer explained that they would be doing an analysis of the distribution of the City's playgrounds and comparing the data from Shorewood to other communities on a per capita basis, including looking at neighborhood parks and community parks.

Commissioner Sylvester stated that she was glad to hear that, because what she would like to know is whether the City's parks are meeting the community needs and taking a look at how the needs may change over the next ten years. She asked that one of the inputs for Bolton and Menk's analysis would be field utilization percentages to show whether the City had the correct number of fields to serve the community.

Ms. Springer stated that the National Recreation and Park Association (NRPA) has backed off on making recommendations about the number of facilities that should be provided, per capita, because they recognize that every community is different, but noted that they do still look at this within their analysis. She stated that if the City has data related to rentals and field usage, they can tie that into their analysis, but clarified that they would not collect that kind of data themselves.

Parks and Recreation Director Czech explained that this was a hard thing to quantify and noted that every association that has addressed the Commission has stated that they need more fields and more space. He noted that the City does have most of the fields rented out throughout the year when they are open. He stated that there may be some increased demand if the City made some improvements to some of the fields.

Commissioner Wenner asked about the microplastics in turf and if they impact the environment or leach microplastics.

Ms. Springer stated that she did not have hard data on the microplastics in the turf material, but it would be plastic in the environment.

Commissioner Wenner explained that she would be amenable to turf in the City parks if she knew there would be an environmentally safe option.

Council Liaison Sanschagrin stated that the Minnewashta parks were not covered and asked if there was a way for the City to use those as resources, because they also have quite a bit of land that would be 'dome-able'.

Parks and Recreation Director Czech noted that it was all school district land, but noted that other communities have had partnerships between the city and the school district, explaining that this was not something that Shorewood had done in the past.

Chair Hirner noted that both public and private schools frequently rent out their fields and facilities for use as well.

Ms. Springer stated that it was a good point and they would include those facilities in their mapping and treat them as quasi-public spaces, even though the City did not have input in those situations unless there was a joint powers agreement of some sort. She noted that they should be wrapping up the remainder of their listening session by mid-August and stated that once the survey closed, they would provide the City with a full summary of the results. She explained that they would finalize the needs assessment by mid-September and present their preliminary recommendations in October.

Parks and Recreation Director Czech asked Ms. Springer to briefly review the stakeholder listening sessions.

Ms. Springer explained that they use the listening sessions as a chance to just listen to the groups so they can share what their needs are, what they were looking for, what they liked, and what they did not like. She noted that they try to separate the groups, such as baseball, football, and soccer, from each other so they are more comfortable speaking freely. She stated that the intent would be a one-hour-long session where she would give them an overview and explain why the City wanted to hear from them, and then allow them to give feedback, where they would just listen. She explained that they would provide summaries of all of the listening sessions to the City and

would also put together meeting minutes so there would be transparency of what was talked about.

C. Park Maintenance Items

Parks and Recreation Director Czech noted that in the past, the Commission had taken park tours and made notes of maintenance or capital projects throughout the City parks. He reminded the Commission that after the 2024 tours, they compiled maintenance items, and throughout the year, Public Works has worked to cross items off the list. He explained that this was intended to be a living document that they could update and change, as necessary. He noted that the Commission had chosen to forego the official Commission-wide park tour this year and conduct self-guided tours instead, and asked them to use this document as a guide as they tour the parks and make notes on their status or if there were any new items. He noted that Mayor Labadie had asked the Commission to include Gideon Glen in their personal tours. He stated that if they can send their notes to him before the August Commission meeting, he can compile them and bring an updated copy to the meeting.

Chair Hirner noted that City staff had done a good job of plowing through many of the items that were on the list from 2024 and expressed his appreciation for their work and the number of trees that they have planted.

D. CIP Discussion

Commissioner Sylvester stated that in the maintenance document, there were items coded as number five that were long-term capital items, but there was no line item included in the CIP to capture those, and asked if they should plan for that to be included. She listed off some examples from the maintenance needs list for long-term capital improvements.

Park and Recreation Director Czech stated that those things will have to be incorporated into the capital budget and stated that the things listed were intended to make sure they are kept in mind as they are building the CIP in order to plan for the future. He stated that the overall process will be a bit different this year because they are putting together the Parks Master Plan, so at the moment, they do not know what will be included in the plans for 2026.

Chair Hirner gave an overview of how the CIP budget process usually worked and noted that, for this year, he does not see the Commission spending much money because the Parks Master Plan has not been completed. He suggested shifting Cathcart Park to 2026 and then, once they see what comes from the Parks Master Plan, they can move ahead and readdress it early in 2026.

Council Liaison Sanschagrin stated that he had heard a lot of complaints about how bad the hockey boards were looking.

Chair Hirner suggested that they do the same thing they did the last time, and put together a group of volunteers from the community to paint and replace boards.

Commissioner Wenner stated that they may also be able to utilize Sentenced to Serve.

Park and Recreation Director Czech stated that the relationship between the City and Sentenced to Serve has grown over the last year, and they have worked on various projects throughout the City, so it could be an option to work with them on other projects.

There was consensus of the Commission to direct staff to look into putting together a volunteer event, similar to what was done in the past, to repair/paint the hockey boards, including the possible option of working with Sentence to Serve.

Commissioner Sylvester asked what 'Manor Park Surface' meant in the CIP.

Chair Hirner explained that it is for the rubber playground surface.

Park and Recreation Director Czech stated that adding the term 'playground' to that item on the CIP would be a helpful clarification.

Commissioner Wenner stated that she would like to add native plantings and/or seeds to the CIP and suggested that they include a few thousand dollars in this category every year. She noted that she would also like to see some money included for adding educational signage to the parks.

Park and Recreation Director Czech clarified that, for right now, the Commission was not going to add or make changes to the CIP and would wait to see what came from the Parks Master Plan.

Chair Hirner referenced the tennis court and asked if there may be other surface options that could be considered.

Commissioner Sylvester expressed concern with the amount of money it takes to maintain tennis courts compared to the number of people who use the courts.

Park and Recreation Director Czech stated that the courts at Badger Park are heavily used.

Commissioner Wenner moved to recommend approval of moving the CIP item for Cathcart Park to 2026 after the Parks Master Plan has been completed. Commissioner Sylvester seconded the motion. Motion carried 3-0.

5. REPORTS / UPDATES

A. City Council

Council Liaison Sanschagrin summarized a few key points from the Council's last meeting.

B. Staff

Park and Recreation Director Czech stated that Concert in the Park was held on July 17, 2025. He stated that they had beautiful weather and estimated attendance of one hundred seventy-five, which is about twenty-five more than last year. He stated that Midco sponsored the event and had a booth set up with information available for residents. He stated that Parks Bingo is live in July for National Parks and Recreation Month. He encouraged people to complete their bingo cards and submit photos to have a chance to win a prize. He stated that they have an RFP for a study and task force formation for the Shorewood Community and Event Center (SCEC), which is due at the end of the month. He stated that the intent is to take a closer look at the SCEC and do an analysis of the facility in comparison with similar communities and attempt to find a way to get as self-sustaining as possible. He asked if any of the Commissioners present at tonight's

meeting would be able to do the Council update, because Commissioner Bahneman ended up having a family commitment, so she would be unable to do it.

Commissioner Wenner volunteered to give the Council report.

C. Commission

Commissioner Wenner noted that she attended an online presentation by the Trust for Public Land, who work with communities to secure funding for parks and public land projects. She stated that what she heard during the presentation was interesting and suggested that the City may consider working with them on future projects. She stated that Conservation Minnesota has a professional network for Commissions and stated that if anyone was interested in more information on joining, she would forward the information to them.

7. ADJOURN

Commissioner Wenner moved to adjourn the Park Commission Meeting of July 22, 2025, at 9:27 p.m. Commissioner Sylvester seconded the motion. Motion carried 3-0.



City of Shorewood

City Council Meeting Item

Item
7A

Title/Subject: SE Area Water Treatment-Accept Bids & Award Contract
City Project 24-08
Meeting Date: Monday, August 11, 2025
Prepared by: Andrew Budde, City Engineer
Reviewed by: Matt Morreim, Director of Public Works
Attachments: Bid Tab, [Contract \(PDF\)](#), Resolution

Background:

The city has been planning to make improvements and repairs to the SE Area Well & Water Treatment that will rehab three water filters bays and replace its filter media, adjust the chlorination process to be ahead of the filters to improve water quality, and upgrade the existing controls due to an aging computer system. The Council has previously preordered filter media and equipment controls that had 40+ week lead time. On June 23, 2025, the Council approved plans and authorized bidding. Staff held the public bid opening on July 22, 2025 at 9:00 AM. Four bids were received and are summarized below:

Bidder:	Base Bid:	Add Item 1A: Interior Painting	Add Item 2A: Pump Room Ventilation	Total Bid:
Magney Construction, Inc	\$405,700	\$11,300	\$17,700	\$434,700
Staab Construction Corp.	\$450,000	\$16,000	\$17,000	\$483,000
PCiRoads, LLC	\$597,000	\$25,000	\$30,000	\$652,000
Corval Constructors, Inc	\$712,781	\$13,242	\$30,716	\$756,739

Staff have reviewed all the bids and based on the low bid from Magney Construction, Inc, the construction costs of the project are 27% above the engineer's estimate of \$320,200. The bids received indicate that the bidding process was competitive. The project is to be substantially completed by March 30, 2025.

Due to higher bids than anticipated, staff have discussed with the contractor regarding potential cost savings for the project. One item that was added to the scope at the suggestion of staff was to replace the Chlorine Room HVAC which totals \$25,000. This work can be removed from the base bid and packaged with the pump room ventilation work that will need to occur in the building and placed in future CIP's. Staff are also in the process of testing the filter media for radium. If the test results come back with no or low amounts of radium it can be

disposed of at local landfills with a trucking cost savings of \$12,000, if there are higher amounts of radium it would still need to be disposed of at a landfill that can take these contamination levels. These costs could be realized after the award as staff will not get the test results back for approximately 30 days. Also, the contractor is able to reduce their bid by \$10,000. A total contract reduction amount of \$35,000 can be applied to the award amount with another potential savings of \$12,000 applied as a change order when the radium test results are back.

Financial or Budget Considerations:

Costs for this work have been budgeted for in the Capital Improvement Plan and would utilize a combination of the Water Fund and revenue from State and Local Fiscal Recovery Funds (SLRFR). Since the total project cost is over the original CIP budget for this project, the city will need to utilize additional CIP funds from the Rebuild Well Pump & Add VFD and Watermain Reconstruction Activity to cover the funding gap.

Fund:	CIP Budget Item/Revenue Source:	Code:	Amount:
601-Water	SE Area Well, Chlorination, Controls	24-008	\$375,000
601-Water	Rebuild Well Pump & Add VDF SE Well	W-19-05	\$75,000
601-Water	Watermain Reconstruction Activity	W-99-01	\$7,190
	State and Local Fiscal Recovery Funds (SLRFR)		<u>\$150,046</u>
Subtotal			\$607,236

The total estimated project cost post bidding is \$607,236 and includes the low base bid of \$405,700 less \$35,000 for an award amount of \$370,700, the pre-ordered materials of \$178,536, and an estimated engineering/administration fee of \$60,000.

Action Requested:

Staff recommend the city council accept bids and award the contract for the SE Area Water Improvements, City Project 24-08, to Magney Construction, Inc. for the base bid less \$35,000 in reduced scope and cost savings for a contract amount of \$370,700.

A simple majority is required.



City of Shorewood
Project Bid Tabulation

SE Area Water Improvements
BMI PROJECT NO. 24X.136257

Soliciting Agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Bid Date: 07/22/2025 9:00 AM CDT

Firm	BASE BID	ADD ITEM 1A	ADD ITEM 2A	TOTAL AMOUNT BID
	BASE BID PRICE	(Prep and recoat all interior piping as noted on plans to be painted.)	(Renovate Pump Room ventilation as detailed in the Contract Documents.)	BASE BID PRICE + ADD ITEMS 1A AND 2A
Magney Construction, Inc.	\$405,700.00	\$11,300.00	\$17,700.00	\$434,700.00
Staab Construction Corporation	\$450,000.00	\$16,000.00	\$17,000.00	\$483,000.00
PCiRoads, LLC	\$597,000.00	\$25,000.00	\$30,000.00	\$652,000.00
Corval Constructors, Inc.	\$712,781.00	\$13,242.00	\$30,716.00	\$756,739.00

Engineer's Opinion of Cost - Base Bid

\$320,200.00

\$8,500.00

\$32,500.00

\$361,200.00

I hereby certify that this is a true and correct tabulation of the bids as received on July 22, 2025 for the SE Area Water Improvements project. City Project No 24-08.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

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

RESOLUTION 25-069

**A RESOLUTION TO ACCEPT BIDS AND AWARD CONTRACT FOR THE SE AREA WATER IMPROVEMENTS
PROJECT; CITY PROJECT 24-08**

WHEREAS, pursuant to an advertisement for bids for the SE Area Water Improvements project, bids were received on July 22, 2025, opened and tabulated according to law, with the following bids received and complying with the advertisement:

Bidder:	Base Bid:	Add Item 1A: Interior Painting	Add Item 2A: Pump Room Ventilation	Total Bid:
Magney Construction, Inc	\$405,700	\$11,300	\$17,700	\$434,700
Staab Construction Corp.	\$450,000	\$16,000	\$17,000	\$483,000
PCiRoads, LLC	\$597,000	\$25,000	\$30,000	\$652,000
Corval Constructors, Inc	\$712,781	\$13,242	\$30,716	\$756,739

WHEREAS, Magney Construction is the lowest responsible bidder; and

WHEREAS, Magney Construction is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

WHEREAS, staff and the contractor have coordinated to reduce the base bid by reducing the project scope and other costs savings in the amount of \$35,000; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA AS FOLLOWS: The City Council of the City of Shorewood, Minnesota hereby authorizes and directs staff to entire into a contract with Magney Construction based on the lowest bid amount of \$405,700 and accounting for \$35,000 in reduced scope and reductions for a total contract amount of \$370,700, according to the plans and specification on file in city hall for the SE Area Water Improvements, City Project 24-08;

Adopted by the City Council of Shorewood, Minnesota this 11th day of August, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
7B

Title/Subject:	Authorization to Declare Items as Surplus and Authorize the Sale and/or Disposal
Meeting Date:	Monday, August 11, 2025
Prepared by:	Matt Morreim, Public Works Director
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	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 for selling surplus items is to gain critical storage space at all facilities where the items are stored.

The items and their fair market value of each inventoried item are listed below:

1. 1996 Caterpillar 140H Motor Grader – Estimated value: \$50,000
2. 2017 Toro 7210 Groundmaster Lawn Mower - Estimated value: \$3,000-\$5,000
3. 2010 Ford F350 Pickup – Estimated value: \$4,000-\$7,000

No item is greater than \$175,000 in value. All items will be advertised for sale on an online auction site (GovDeals or MinnBid).

Additionally, Public Works has a number of small capital purchasing needs that are currently unprogrammed. It is proposed that the funds generated from the sale of the above items be used for the following items. The purchase of the below items would occur following the sale of the above items to ensure adequate funding.

1. Magnetic Manhole Lifter – The magnetic lifter is a tool that mounts on the front of the utility pickup that allows staff to safely and efficiently remove heavy metal manhole covers. It allows staff to eliminate the need to manually pry and lift manhole covers resulting in a reduction of injuries, strains and other injuries. Additionally, the magnetic lifter makes operation more efficient and prevents any potential damage to the cover, frame or pavement. Approximate cost: \$6,000.
2. Portable Radar Speed Limit Signs – The signs are a movable electronic display that uses radar to detect and show an approaching driver's real-time speed. The main benefits of the portable signs are increased drive awareness and effective traffic calming to reduce speeds where they are installed. Approximate cost: \$7,500.
3. Brine Storage Tank and Transfer Pump – The brine storage tank will allow the city to store up to 2,000 gallons of brine for winter operations. The storage tank allows staff to utilize

more brine during operations to help decrease the amount of rock salt that is used during operations. Approximate cost: \$5,500.

4. Shipping Container – The shipping container will allow public works store seasonal equipment and other miscellaneous items (traffic control devices) outside of the public works building. The shipping container will free up valuable space to safely store equipment that is routinely used. The container would be located in a location at the public works facility that would be out of sight of nearby residents. Approximate cost: \$5,000.
5. Logging Grapple Attachment – The logging grapple is an attachment with a two-jaw design that can be mounted to public works' existing skid steer and Toolcat. It is hydraulically powered and will help to safely and securely grab, lift and transport logs, brush and other materials. Main benefits of the attachment are increased staff safety and increased efficiency and productivity. Approximate cost: \$7,000.
6. Stump Grinder Attachment – The stump grinder attaches to public works' existing skid steer and will remove tree stumps around the city ROW and in city parks. The main benefits of the skid steer mounted stump grinder are improved safety, reduced costs and increase productivity. Approximate cost: \$10,000.
7. Mowing Deck Attachment – The mowing deck attaches to public works' existing Toolcat and will aid in turf management in city parks, city owned properties and city ROW. The main benefit's of the mowing deck attachment are cost effective mowing option, increased efficiency with being able to drive Toolcat to mowing location and improved employee safety during extreme heat days. Approximate cost: \$7,000.

Total approximate cost of all of the additional small capital items is \$48,000.

Financial or Budget Considerations:

Funds generated by the sale of surplus items will be directed to the appropriate capital fund to fund the aforementioned small capital items.

Action Requested:

Motion to adopt the Resolution as submitted that declares inventory as surplus and authorizes the sale of the same and approve procurement of small capital items.

A majority vote by the Council is required.

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

RESOLUTION 25-070

**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 council memo; and

WHEREAS, the fair market value of each inventory item is included in the council memo 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 council memo 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.

Adopted by the City Council of Shorewood, Minnesota this 11th day of August 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
9A.1

Title/Subject: Matters from the Floor Response 7-28-25
Meeting Date: August 11, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: NA

Background

At the July 28th meeting, during Matters from the Floor, Mr. Barry Brown commented on a number of components relating to the 2025 Mill & Overlay project, including the amount of curb work, removal of ash trees adjacent to the ROW, and project communications. This memo summarizes the approvals process for the 2025 Mill & Overlay/Eureka Road project and lists the recent project communications. Links to the memos, plans and communications are included.

Project Approvals

January 23, 2023 – The Council approved a Scoping Study for a reclamation project of Eureka Road N that was included in the 2025 Capital Improvement Plan since 2018. The scoping study was to include surveying the project area, delineating wetlands, and developing preliminary concepts and cost estimates for a street reclamation project.

March 25, 2024 – Following two open houses and inspection of utilities, the Council concluded that Eureka Road N would be a 2025 mill & overlay project, including limited curb work to address drainage issues. Note that some bituminous curb already existed on Eureka to help manage run off.

December 9, 2024 – The Council authorized the preparation of plans and specifications for the 2025 Mill & Overlay project, which included Eureka Road. The memo noted that, in addition to resurfacing the roadways, work throughout the project would include adjusting watermain valves, storm and sanitary sewer castings, the replacement of curbs and the addition of curbs in some locations to address drainage problems.

March 10, 2025 – The Council approved the final plans and specifications for the 2025 Mill & Overlay project and authorized bidding. The memo noted the aforementioned work and also highlighted the relocation of a driveway at Smithtown Rd and Eureka, the addition of pedestrian ramps and cost participation by Three Rivers Park District, and drainage improvements at Nelsine Drive. The memo included [a link to the project plans set](#) showing the work planned to be completed, including the addition of curb.

April 28, 2025 – The Council awarded the low bid for the project. Six bids were submitted. Specific roads were again named in the memo, as well as the permitting and cost participation

with other agencies. Because the low bid was well under budget, the potential of a change order was discussed.

May 27, 2025 – The Council approved a change order to add work to the project to take advantage of favorable pricing. The change order included additional removal of ash trees in the project area located in or adjacent to the right of way, that, when compromised by EAB, could impact the ROW and City resources.

Project Communications

Regular project updates have been provided using primarily Constant Contact (email), although some paper notifications have been provided to each household, and project signs have been distributed throughout the project area. Where requested, the project manager and/or staff have met with residents.

August 2: [August 4-11 Project Schedule](#)

July 23: [July 23-July 30 Schedule + Yellowstone Trail Closures](#)

July 17: [Eureka Road curb prep and paving on West Lane, Freeman Park, and Wildrose Lane](#)

July 15: [Project Schedule for July 16-July 25](#)

July 10: [Paving on Milled Streets Begin the Week of July 14-18](#)

July 3: [Milling scheduled to begin on July 7. No street parking week of July 7-11](#)

July 1: [Removals and storm sewer work were completed in the Boulder Bridge and Shorewood Oaks neighborhoods. Please avoid parking on new curbs](#)

June 19: [Construction Notice \(PDF\)](#)

June 13: [Important Construction Updates & Reminders](#)

Financial Considerations

N/A

Action Requested

No action is requested.

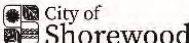


ROAD CONSTRUCTION

MILL & OVERLAY

As a cost-effective method of prolonging the life of an aging pavement, "mill and overlay" refers to a road maintenance technique in which the top layer of existing asphalt is first removed using a milling machine (the "mill") and then replaced with a new layer of asphalt (the "overlay"), creating a smoother surface and effectively resurfacing the road without a complete reconstruction.

Learn more and sign up for updates
shorewoodmn.gov/mill-overlay

 City of
Shorewood



SHOREWOOD CITY COUNCIL TENTATIVE MEETING TOPICS

The following items are anticipated topics for future City Council meetings. This is not an exhaustive list and topics are subject to change.

August 11, 2025

Work Sessions

- Budget Work Session #5 – Special Rev & Enterprise Funds
- Engineering Services Follow up
- City Council Bylaws
- Review 2026 Budget #6 – CIP and Debt Service Funds

Regular Meeting

- Cannabis Code Amendment
- Grading & Steep Slope Code Amendment
- Presentation – Christmas Lake AIS Program
- Retention schedule
- Approve Preliminary Budget
- Adopt Master Fee Schedule Resolution (Ord- Zoning)
- Annual Tobacco License Renewals
- Recycling Contract approval
- Curbside Organics
- Quarterly Communications Report / CRT
- Engineering Services Contract Renewal
- Contract Renewal for Civil/Prosecution
- Certify Unpaid Charges
- Certify Special Assessments
- Approve Meeting Minute Agreement for following year
- TNT Public Hearing; Adopt Final Budget
- Set the 2026 City Council Regular Meeting Schedule
- Annual Employee Service Recognition